



## **North Bay Village**

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### **OFFICIAL AGENDA**

#### **REGULAR VILLAGE COMMISSION MEETING**

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

**TUESDAY, SEPTEMBER 9, 2014**

**7:30 P.M.**

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

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

---

#### **1. CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

#### **2. A. PROCLAMATIONS AND AWARDS**

- 1. FIRE STATION 27 CREW  
(COMMISSIONER JORGE GONZALEZ)**
- 2. TREASURE ISLES NURSING HOME  
(MAYOR CONNIE LEON-KREPS)**
- 3. SISTER CITY – ISPARTA, TURKEY  
(COMMISSIONER JORGE GONZALEZ)**

**B. SPECIAL PRESENTATIONS**

- 1. JOSEPH SPECTOR, YGRENE – PACE PROGRAM  
(COMMISSIONER JORGE GONZALEZ)**

**C. ADDITIONS AND DELETIONS**

**3. GOOD & WELFARE**

**4. BOARD REPORTS**

**A. BUSINESS DEVELOPMENT ADVISORY BOARD**

**B. CITIZENS BUDGET & OVERSIGHT BOARD**

**C. COMMUNITY ENHANCEMENT BOARD**

**D. PLANNING & ZONING BOARD**

**E. YOUTH & EDUCATION SERVICES BOARD**

**5. PUBLIC SAFETY DISCUSSION**

**6. COMMISSIONERS' REPORTS**

**7. VILLAGE ATTORNEY'S REPORT**

**8. VILLAGE MANAGER'S REPORT**

**Grant Writer's Report**

**9. FINANCE REPORT**

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE TRANSFER OF \$25,000 FROM THE UNRESERVED FUND BALANCE ACCOUNT TO THE GENERAL INSURANCE ACCOUNT TO PAY THE INSURANCE DEDUCTIBLE TO THE FLORIDA LEAGUE OF CITIES FOR SETTLEMENT PURPOSES IN THE MATTER OF WEINSTEIN VS. NORTH BAY VILLAGE, ET AL; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow for the appropriation and expenditure of funds to pay the Village's insurance deductible.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE LIMITS AND PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with FDOT for the Village to clean the turf and landscaped areas on the 79<sup>th</sup> Street Causeway within the Village. An annual fee of \$2,832.18 will be paid to the Village for this service.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE POLICE IMPACT FEE BUDGET; AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES UNDER THE PIGGY BACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will amend the previously approved Police Impact Fee Budget to allow an increase in the amount for the purchase of two All-Wheel Drive Police SUV vehicles including warranty, equipment, and decals from \$60,000 to \$64,000 and a decrease to the amount for a Dispatch Recording System from \$14,000 to \$10,000.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SEEK AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY GRANTING NORTH BAY VILLAGE AUTONOMY REGARDING STREET SAFETY AND TRAFFIC CALMING ON ALL STREETS IN THE VILLAGE THAT ARE NOT DESIGNATED COUNTY, STATE, OR FEDERAL STREETS; PROVIDING FOR SEVERABILITY; RESOLUTIONS AND ORDINANCES IN CONFLICT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will allow the Village to assume responsibility of the streets in the Village not owned by the State or FDOT for the installation and maintenance of street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2014-002 TO CDI ENTERPRISES, INC. FOR THE INSTALLATION OF WINTER HOLIDAY DECORATIONS AT THE BID PRICE OF \$37,000; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow for a contract with the Village to provide holiday decorations for 2014, 2015, and 2016.

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

The proposed Resolution will authorize a renewal agreement for the lease of a copier machine for the Police Department administrative office to replace an expired lease.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY UTILITY ADJUSTMENT SERVICES; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the Village Manager to enter into an agreement with FDOT for making adjustments to the Village utility services on the 79<sup>th</sup> Street Causeway that will be affected by the planned Repaving, Restoration, and Rehabilitation (RRR) project at a lump sum cost of \$21,560.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ADOPTING THE NORTH BAY VILLAGE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN ("CEMP") WITH PROVISIONS AS STATED HEREIN AND AS MORE PARTICULARLY DESCRIBED IN THE CEMP; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**

The propose Resolution will adopt a Comprehensive Emergency Management Plan to provide a framework for the development of detailed operating procedures to protect the public's health and safety from natural and technological disasters.

- I. A RESOLUTION OF THE COMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the renewal of an Interlocal Agreement with Miami-Dade County for the Municipal Mini Bus to provide public transportation to residents within the Village and to other locations outside of the Village, as well as the authority to charge a fare.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND ACCEPT HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE FORM ATTACHED HERETO; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an application and acceptance of grant funding, if awarded, for Phase 2 of landscaping the 79<sup>th</sup> Street Causeway within the Village.

- K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA RATIFYING EXPENDITURE OF \$30,319.88 TO DYNAMIC POWER HYDRAULIC FOR RETROFITTING THE 2007 MIAMI-DADE COUNTY DONATED MACK SANITATION COLLECTION TRUCK; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will accept the Village Manager's prior expenditure of \$30,319.88 without competitive bidding for the repair of a sanitation truck that was donated to the Village from Miami-Dade County.

- L. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING MARRIAGE EQUALITY; URGING THE STATE OF FLORIDA TO STOP OPPOSING MARRIAGE EQUALITY THROUGH THE COURTS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution expresses the Commission's support to equal access to legal marriage for same sex couples, and opposes laws and constitutional amendments that deny equal access to legal marriage for same-sex couples.

**1.) Commission Action**

**11. PLANNING & ZONING CONSENT AGENDA**

**No Items.**

**12. ORDINANCES FOR FIRST READING AND RESOLUTION**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.93 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

The proposed Resolution will develop a Special Needs Advisory Board to identify structured activity programs to meet the needs of residents with functional impairments, as well as seniors and children.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTIONS 32.30(E) TO PROVIDE ALTERNATE MEMBERS TO THE BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

The proposed Resolution will provide for alternates to the Planning & Zoning Board in an effort to meet quorum when members of the Board are unable to attend meetings, whether through conflict of interest or other circumstances.

**1.) Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, VISION, AND DENTAL INSURANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the renewal of insurance coverage for Village Employees.

**1.) Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DIRECTING THE VILLAGE ATTORNEY TO ANALYZE THE CURRENT STATUS OF THE PROPERTY CURRENTLY IDENTIFIED IN THE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0100, 7904 WEST DRIVE, BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM, LOTS 4 AND 6, TRACK C, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, AND SPECIFICALLY THE PENTHOUSE OF THIS CONDOMINIUM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

The proposed Resolution will direct the Village Attorney to analyze the status of the Penthouse Units and advise the Commission as to what action can be taken to resolve the zoning issue pertaining to use of the Penthouse Units, in accordance with the Village's Comprehensive Plan, the Village's Zoning Code, as well as State County, and other Village Laws.

**1.) Commission Action**

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SETTING POLICY FOR NORTH BAY VILLAGE; REQUIRING ALL VILLAGE INFRASTRUCTURE PROJECTS TO CONSIDER POTENTIAL IMPACTS OF SEA LEVEL RISE DURING ALL PROJECT PHASES, INCLUDING BUT NOT LIMITED TO PLANNING, DESIGN, AND CONSTRUCTION, AND FURTHER DIRECTING THE VILLAGE MANAGER TO EVALUATE THE EXISTING INFRASTRUCTURE IN THE FACE OF SEA LEVEL RISE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY AND COMMISSIONER JORGE GONZALEZ)**

The proposed Resolution will direct the Village Manager to establish recommended priorities to consider sea level rise projections and potential impacts on Village infrastructure projects.

**1.) Commission Action**

**13. ORDINANCES FOR SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.056, SETBACK ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

The proposed Ordinance will allow certain mechanical equipment such as ground mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators and other similar equipment to be placed in a side-yard setback.

**1.) Commission Action**

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 38.05(D) OF THE VILLAGE CODE PERTAINING TO "GIFTS"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The proposed ordinance will require the reporting of only those gifts in excess of \$100 to the Ethics Commission pursuant to State law, rather than those gifts over \$25 as currently required by the Village Code.

**1.) Commission Action**

**14. UNFINISHED BUSINESS**

- A. REQUEST FOR PROPOSAL – FINANCIAL AUDITING SERVICES**

**1.) Commission Action**

**15. NEW BUSINESS**

- A. APPOINTMENT OF MEMBER TO THE BUSINESS DEVELOPMENT ADVISORY BOARD**

**1.) Commission Action**

**16. APPROVAL OF MINUTES**

**A. Regular Commission Meeting – July 8, 2014**

**B. Special Commission Meeting – July 29, 2014**

**1.) Commission Action**

**17. ADJOURNMENT**

**NORTH BAY VILLAGE  
MEETING NOTICE**

<b>THURSDAY, SEPTEMBER 11, 2014</b>	<b>7:00 P.M.</b>	<b>FIRST BUDGET PUBLIC HEARING VILLAGE HALL 1666 KENNEDY CAUSEWAY, #101 NORTH BAY VILLAGE, FL 33141</b>
<b>TUESDAY, SEPTEMBER 16, 2014</b>	<b>7:00 P.M.</b>	<b>BUSINESS DEVELOPMENT ADVISORY BOARD MEETING 1666 KENNEDY CAUSEWAY, 3<sup>RD</sup> FLOOR</b>
<b>THURSDAY, SEPTEMBER 18, 2014</b>	<b>6:30 P.M.</b>	<b>COMMUNITY ENHANCEMENT BOARD MEETING VILLAGE ADMINISTRATIVE OFFICE 1666 KENNEDY CAUSEWAY, 3<sup>RD</sup> FLOOR</b>
<b>MONDAY, SEPTEMBER 22, 2014</b>	<b>7:00 P.M.</b>	<b>FINAL BUDGET PUBLIC HEARING VILLAGE HALL 1666 KENNEDY CAUSEWAY, #101 NORTH BAY VILLAGE, FL 33141</b>

**Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village 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 Village for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. TTY users may also call 711 (Florida Relay Service). Meetings are held at Village Hall at 1666 Kennedy Causeway, #101 (First Floor), unless otherwise noted.**



## Proclamation Fire Station 27 Crew

Battalion Chief  
Edward Erickson

Engine 27  
Lt. Darryl Mincey  
D/O George Edwards  
FF Shannon Leonard  
FF Latanga Lewis

Rescue 27  
Captain Carlos Perez  
FF Dawn Wilson-Conley

**WHEREAS**, our many proud firefighters, who serve in the capacity of full-time professionals perform a vital public service and are recognized as heroic individuals who define the true meaning of valor and selflessness; and

**WHEREAS**, North Bay Village benefits from the noble efforts of our highly trained firefighters every time they answer the alarm, and speed off to combat an emergency, and each of us has a greater sense of security knowing these men and women are well prepared to battle any situation; and

**WHEREAS**, Their courageous and decisive actions were observed on June 18, 2013 when the dock at Shucker's Restaurant at 1819 Kennedy Causeway, North Bay Village, collapsed; and

**WHEREAS**, Their fearlessness and dedicated actions have been recognized by the North Bay Village Commission and the residents alike.

**THEREFORE**, BY ACTION OF THE MAYOR AND COMMISSIONERS OF NORTH BAY VILLAGE, FLORIDA, TUESDAY, SEPTEMBER 9, 2014 IS HEREBY PROCLAIMED

### ***Fire Station 27 Crew Day In North Bay Village***

*This proclamation, duly sealed, ribboned and executed by the Mayor and presented to the members of Fire Station 27 crew expresses gratitude to these remarkable people who proudly wear the firefighter's uniform.*

**PASSED AND ADOPTED**, this 9<sup>th</sup> Day of September, 2014.

*In Witness Whereof:*

*Attest:*

\_\_\_\_\_  
Mayor Connie Leon-Kreps

\_\_\_\_\_  
Yvonne Hamilton, Village Clerk



## North Bay Village

Administrative Offices

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

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

# OFFICIAL MINUTES

## BUSINESS DEVELOPMENT ADVISORY BOARD

VILLAGE ADMINISTRATIVE OFFICES  
1666 KENNEDY CAUSEWAY, #300

AUGUST 20, 2014 – 6:30 P.M.

---

### 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

The meeting was called to order at 6:40 p.m. by Village Clerk Yvonne Hamilton. In attendance were Board Members Miguel Barbagallo, Henrik Risvang, and Michael Tannhauser. Board Member Clinton Beard advised that he was out of town and unable to attend.

Also in attendance were Vice Mayor Eddie Lim, Commissioner Jorge Gonzalez, and Deputy Village Clerk Jenorgen Guillen.

### 2. NEW BUSINESS

#### A. ELECTION OF OFFICERS

##### (1) CHAIR

Michael Tannhauser moved to elect Henrik Risvang as Chair of the Board. Miguel Barbagallo seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Miguel Barbagallo, Henrik Risvang, and Michael Tannhauser all voting Yes.

**(2) VICE CHAIR**

Henrik Risvang moved to elect Michael Tannhauser as Vice Chair of the Board. Miguel Barbagallo seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Michael Tannhauser, Miguel Barbagallo, and Henrik Risvang all voting Yes.

**3. NEW BUSINESS**

**A. MONTHLY MEETING SCHEDULE**

It was the consensus of the Board to hold the Regular Meetings on the Third Tuesday of the Month at 7:00 p.m.

**B. BOARD'S GOALS**

Discussion took place on creating a new mission statement for the Board; reviewing the previous Charrette; development of a Master Business Plan for the Village to attract new businesses and growth of existing businesses, and creating a new destination to compete with surrounding areas.

The members of the Board will bring ideas that can be implemented within the next four months to the meeting scheduled for October 16<sup>th</sup>.

**4. ADJOURNMENT**

The meeting adjourned at 8:28 p.m.

*Prepared and submitted by: Yvonne P. Hamilton  
Village Clerk*

*Adopted by the Business Development Advisory Board  
on this \_\_\_\_\_ day of \_\_\_\_\_.*

---

*Henrik Risvang, Chair*



## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### NORTH BAY VILLAGE COMMUNITY ENHANCEMENT BOARD MEETING

CAUSEWAY TOWER/3RD FLOOR  
1666 KENNEDY CAUSEWAY

JULY 24, 2014 – 6:30 P.M.

---

#### 1. CALL TO ORDER

The meeting was called to order at 6:36 p.m. by Chair, Andreana Jackson.

In attendance: Member, Diana Quintera, Member Ana Watson, Human Resource Director/Deputy Village Manager, Jenice Rosado, Village Clerk, Yvonne P. Hamilton and Deputy Village Clerk, Jenorgen “Jen” Guillen.

Also in attendance: Resident Jim Carlton.

Members Benjia Morgenstern and Doris Acosta were absent.

#### 2. NEW BUSINESS

##### A. **Evaluation of native plantings at entrances to Treasure Island.**

This item was deferred to the next meeting.

##### B. **Continuation of Native Plantings at entrances to Harbor Island and North Bay Island**

Jenice Rosado noted that William Webb, a resident of North Bay Island, had spoken with the Village Manager, Frank Rollason and offered to fix the entrance to North Bay Island free of charge, with his plants of choice, excluding native plants.

Andreana Jackson made a motion recommending that the Village Manager speak with William Webb to provide the Board with a design for the planting of North Bay Island entrance. Ana Watson seconded the motion. The motion passed unanimously.

Ana Watson made a motion recommending that the Village Manager speak with William Webb to provide the Board with a proposal for the planting of Harbor Island (so that there is uniformity at the entrances to both islands) with expenses to be paid by the Village. Andreana Jackson seconded the motion. The motion passed unanimously.

**C. Native Plantings behind Kennedy Bust/Watering**

Ana Watson made a motion recommending that the Village Manager speak with William Webb to provide the Board with a proposal for installing plantings behind the Kennedy Bust/Watering area. Andreana Jackson seconded the motion. The motion passed unanimously.

**D. Space for Community Room/Library in New Development**

Ana Watson made a motion recommending that the Village Manager be designated to speak with the Village Attorney to propose a plan for the developers to restore Treasure Island Tennis Court, Basketball Court, Racquet Ball Court and the playgrounds. Andreana Jackson seconded the motion. The motion passed unanimously.

**3. OLD BUSINESS**

**A. Code Compliance Issues (*DORIS ACOSTA*)**

The Board had previously addressed the Code Compliance issues. No action was taken as Doris Acosta was absent.

**4. NEW BUSINESS**

Resident, Jim Carlton suggested that the Board should stay consistent with planting options.

The Board discussed the painting Color Scheme and would like to address it at the next meeting.

Diana Quintero stated that she would like to discuss the option of having developers place screens on their sites for the next meeting.

**5. NEXT MEETING**

Meetings were scheduled for the third Thursday of each month with the next meeting on August, 21<sup>st</sup> at 6:30 p.m.

6. **ADJOURNMENT**

The meeting adjourned at 7:06 p.m.

*Prepared and submitted by: Jenorgen Guillen  
Deputy Village Clerk*

*Adopted by the Community Enhancement Board on  
this 21 day of AUGUST.*

*Andreana Jackson, Chair*





## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### NORTH BAY VILLAGE COMMUNITY ENHANCEMENT BOARD MEETING

#### CAUSEWAY TOWER/3RD FLOOR 1666 KENNEDY CAUSEWAY

August 21, 2014 – 6:30 P.M.

---

#### 1. CALL TO ORDER

The meeting was called to order at 6:36 p.m. by Chair, Andreana Jackson.

Also in attendance: Members Ana Watson, Benjia Morgenstern, Doris Acosta, Village Clerk Yvonne Hamilton, Deputy Village Clerk Jenorgen Guillen, Mayor Connie Leon-Kreps.

Ana Watson made a motion to excuse Diana Quintera who contacted the Village Clerk regarding her absence. Andreana Jackson seconded the motion, and all voted in favor.

#### 2. NEW BUSINESS

##### A. **Color Palette (*Andreana Jackson*)**

This item was deferred to the next Board Meeting.

##### B. **Painting of Concrete Planters (*Ana Watson*)**

Ana Watson made a motion to recommend that the concrete trims Village-wide be painted. Andreana Jackson seconded the motion, which carried 4-0 by a roll-call vote.

##### C. **Green Pole/Wall Mount Receptacle covers and signage (*Ana Watson*)**

Ana Watson made a motion to recommend that garbage cans with covers be placed in doggie bag stations, and that more garbage cans with the Village logo be placed throughout the Village. Andreana Jackson seconded the motion, which was adopted by a 4-0 roll call vote.

**D. Landscaping for Harbor Island Entrance/North Bay Island Entrance/  
Causeway Medians (*Ana Watson*)**

Doris Acosta made a motion to recommend the planting of temporary native planting at the entrance to North Bay Island and Harbor Island. The motion died for lack of a second.

Ana Watson made a motion to recommend that the Commission accept the proposal from Mr. William Webb for landscaping the entrance to Harbor Island; that he also maintain the planters at the entrance to the island; and that the same concept be followed for the landscaping for North Bay Island and Kennedy Causeway. Andreana Jackson seconded the motion, which was adopted by a 3-1 vote. Doris Acosta voted No.

**E. Paul Vogel Park Maintenance (*Ana Watson*)**

The Board suggested that additional garbage cans be placed in Dr. Paul Vogel Park.

**3. OLD BUSINESS**

**A. Evaluating of Native Plantings at Treasure Island Entrances  
(*Benjia Morgenstern*)**

This item was deferred to the next meeting.

**B. Screening of Construction Sites (*Diana Quintera*)**

This item was not addressed.

**C. Code Enforcement Issues (*Doris Acosta*)**

Doris Acosta expressed concern about the lack of maintenance of properties with overgrown weeds and grass and chain link fences in the front of properties.

**4. APPROVAL OF MINUTES**

**A. Community Enhancement Board Meeting – 7/24/2014**

Ana Watson moved to approve the Minutes as submitted. Andreana Jackson seconded the motion, which carried 4-0 on a roll call vote.

5. **ADJOURNMENT**

The meeting adjourned at 7:18 p.m.

*Prepared and submitted by: Yvonne P. Hamilton  
Village Clerk*

*Adopted by the Community Enhancement Board on  
this \_\_\_\_\_ day of \_\_\_\_\_.*

---

*Andreana Jackson, Chair*



## North Bay Village

Administrative Offices

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

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

### PLANNING & ZONING BOARD MEETING MINUTES

SEPTEMBER 2, 2014 - 7:30 P.M.  
VILLAGE HALL  
1666 KENNEDY CAUSEWAY, #101

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

The meeting was called to order at 7:30 P.M. by Chair Reinaldo Trujillo

2. **PLEDGE OF ALLEGIANCE; ROLL CALL**

Resident Ann Bakst led the Pledge of Allegiance.

Present at Roll Call were Board Members Reinaldo Trujillo, Bud Farrey, Michael Tannhauser and Dr. Douglas Hornsby. Marvin Wilmoth was absent. Also present were Village Clerk Yvonne P. Hamilton, Deputy Village Clerk Jenorgen Guillen, Village Attorney Robert L. Switkes and Village Planner Jim LaRue. Village Manager Frank K. Rollason was in attendance.

As a quorum was determined to be present, the meeting commenced.

3. **ELECTION OF VICE CHAIR**

Reinaldo Trujillo made a motion to elect Bud Farrey as Vice Chair of the Planning & Zoning Board. Dr. Douglas Hornsby seconded the motion, and all voted in favor.

Item 4B was addressed prior to Item 4A.

4. **(PUBLIC HEARINGS) ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN.**

B. AN APPLICATION BY BAY VILLAGE VENTURE, LLC CONCERNING PROPERTY LOCATED AT 1725 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:

1. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.
2. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.
3. BONUS DENSITY APPROVAL, PURSUANT TO SECTION 152.029(C)(8)H OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
4. BONUS HEIGHT APPROVAL, PURSUANT TO SECTION 152.029(C)(8)A-F OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
5. A VARIANCE PURSUANT TO SECTION 152.097 OF NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW 5 STORIES OF PARKING, WHERE SECTION 152.029(C) ALLOWS A MAXIMUM OF FOUR STORIES OF PARKING.
6. A VARIANCE PURSUANT TO SECTION 152.097 OF NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A STRUCTURE TO BE 25 FEET FROM THE WEST SIDE PROPERTY LINE WHERE SECTION 152.029(C)(2) REQUIRES A 43.5 FOOT SIDE SETBACK.

**7. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 43-UNIT, 18-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE.**

Wendy Francois was present on behalf of the applicant, and requested that this request be deferred to the October 7, 2014 Planning & Zoning Board Meeting.

Bud Farrey made a motion to accept the request to defer hearing of the Item 4B by Bay Village LLC for development of the property at 1725 Kennedy Causeway to the October 7, 2014 Planning & Zoning Board Meeting as requested. Reinaldo Trujillo seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Dr. Douglas Hornsby, Michael Tannhauser, Reinaldo Trujillo, and Bud Farrey all voting Yes.

**A. AN APPLICATION BY MR. AND MRS. OCARIZ CONCERNING PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**

- 1. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A SINGLE FAMILY HOME STRUCTURE TO BE 37 FEET HIGH, WHERE SECTION 152.027(C)(3) ALLOWS FOR A MAXIMUM BUILDING HEIGHT OF 35 FEET.**

The Village Clerk read the request into the record.

Village Attorney Robert L. Switkes advised on the regulations for the Quasi Judicial proceedings pursuant to Section 29 of the Village Code. He swore in those individuals who indicated that they would testify.

Mr. Switkes advised the Board Members to disclose any communication they may have had regarding the item on the agenda and whether they had any conflict of interest pertaining to the item. No disclosures were made.

Village Planner Jim LaRue made a brief presentation on the request denying approval as an unnecessary hardship was not proven for grant the Variance.

Callum Gibb, architect for the project, addressed the Board.

The Chair opened the Public Hearing.

Ann Baskt, of 1865 Kennedy Causeway, addressed the Board in favor of the request.

Mark Labate, counsel for the property owner of 1470 South Treasure Drive, addressed the Board in opposition to the Variance stating that the extra height to the roof would cause an unimpeded view into the backyard.

Humberto Ocariz, property owner, addressed the Board.

The Chair closed the Public Hearing.

Bud Farrey made a motion to recommend that the request for the Variance met the criteria as set forth in Section 152.097(B) of the Village Code. Dr. Douglas Hornsby seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Dr. Douglas Hornsby, Reinaldo Trujillo, and Bud Farrey all voting Yes. Michael Tannhauser voted No.

Bud Farrey made a motion to recommend approval of the request pursuant to the Site Plans submitted for Public Hearing before the Planning & Zoning Board. Dr. Douglas Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Dr. Douglas Hornsby, Michael Tannhauser, Reinaldo Trujillo, and Bud Farrey all voting Yes.

**6. APPROVAL OF MINUTES**

**A. JULY 15, 2015 PLANNING & ZONING BOARD MEETING**

Bud Farrey made a motion to approve the Minutes as submitted. Dr. Douglas Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Dr. Douglas Hornsby, Michael Tannhauser, Reinaldo Trujillo, and Bud Farrey all voting Yes.

**5. WORKSHOP**

**A. DRAFT LAND DEVELOPMENT CODE REVISIONS**

Village Planner Jim LaRue made a presentation to the Board on proposed revisions to the Village's Zoning Code.

Draft Minutes  
September 2, 2014  
Planning & Zoning Board Meeting

7. **ADJOURNMENT**

The meeting adjourned at 9:00 p.m.

*Prepared and submitted by: Yvonne P. Hamilton  
Village Clerk*

*Adopted by the Planning & Zoning Board on  
this \_\_\_ day of \_\_\_\_\_ 2014.*

---

*Reinaldo Trujillo, Chair*

(Note: The Minutes are summary of the proceeding.)

**VILLAGE MANAGER'S REPORT****TO****The Mayor and Members of the Village Commission****September 9, 2014**

1. **Code Red Notification Program** – Initial orientation and training for staff took place on August 14<sup>th</sup>. Staff is working with program with intent to be on-line by mid-September.
2. **NBV TNR (Trap, Neuter and Release) Program** – 21 traps were delivered to the Village by the County Animal Control Unit on August 21<sup>st</sup>. Staff will run an in-house program for several weeks to determine results and work out operational issues before going live with the public.
3. **Baywalk Plaza FIND Grant Extension** – FIND Board approved on August 16, 2014 till September 30, 2015. Design work still underway.
4. **Vogel Park Improvements Update** – Sea Wall Restoration has been completed pending final paperwork due from contractor to close-out project. New barrier fence has been installed along the seawall. Two new shade canopies for the picnic tables are to be shipped to the park by September 10<sup>th</sup> and installed within the next three weeks after arrival. Staff is contacting various vendors to fabricate and install new large shade structure for playground equipment.
5. **I-Pad Training** – Topic is raised by various elected officials from time to time. Administration needs direction on how to go forward.
6. **Doggie Bag Pilot Program** – The Administration has been approached to consider an advertisement program with our current doggie bag supplier where they would obtain paying advertising sponsors to have their advertisements placed on the bags themselves in exchange for supplying free bags to the Village. Currently, we are spending approximately \$10,000 for bags over a 12 month period (74,000 bags per year). If the Pilot Program is not successful, the Administration will change providers to a less expensive bag system.
7. **Village Entrance Welcome Signs** – Originally fabricated sign for the east end has been installed at the west end of the Causeway. Staff has recognized that silver lettering on white background is not very visible during bright sunlit day and is working with fabricator to come up with a way to color surface of silver letters to contrast with white background. Staff is working with same vendor to design a sign for the east end that will meet FDOT requirements.
8. **Renovation of Galleon Street Police/Public Works Facility** – Scope of Work items have been finalized in an attempt to stay within budget (\$50,000 from Police FY '14, \$250,000 from Utilities FY '14, and another \$50,000 added to Police for FY '15 for a total of \$350,000). Entire roof may need replacement along with exterior fascia repairs and painting which was not originally contemplated. RFP will be drawn up using a line item format so that contractors will bid per item and the Administration will select which items to include in the final contract.



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

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

---

**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris, MSW  
**Date Submitted:** 08/27/2014  
**Reporting Period:** August 1 – 31, 2014

---

**Grants Submitted this Reporting Period:**

**1. Justice Assistance Grant (JAG) – Miami-Dade County**

**Date Submitted:** 8/8/2014 **Amount:** \$2,109 **Match:** None Required

The Village is eligible to receive \$2,109 to purchase equipment or enhance services offered by the Police Department. The Village will use this funding to assist in the purchase of two (2) laptops that will be installed in the Village Police Cruisers.

**Grants “Under Construction”**

**1. US Environmental Protection Agency - FY2015 Brownfields Area-Wide Planning Grant**

**Due Date:** September 22, 2014

**Max Amount Allowed:** \$200,000 (No Match Required)

**Summary:** The Environmental Protection Agency (EPA) is currently soliciting proposals from eligible entities to conduct research, technical assistance, and/or training activities that will enable the entity to develop an area-wide plan for brownfields assessment, cleanup, and subsequent reuse.

**Proposed Project:** The Village seeks to create an Economic Development Plan for the Commercial Corridor along JFK. Three potential Brownfield Sites have been identified in the proposed project area, making the Village eligible to apply for this funding. LaKeesha is working with Jim Larue to advise Village staff of the feasibility of pursuing this grant. If the Village Manager would like to move forward, LaKeesha will work with Jim and Rodney to prepare and submit the grant.



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

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

---

## 2. Florida Department of Transportation – Highway Beautification Grant

**Due Date:** October 1, 2014 **Amount of Village's Request:** \$50,000  
**Match Committed:** \$50,000

**Proposed Project:** The Village seeks to install landscaping along JFK. This will expand the current "pilot project" that the Village is conducting with the Community Beautification Board. Landscaping will include Florida Native plants/trees. **Update:** LaKeesha prepared and submitted a Resolution to be considered during the September Village Council Meeting. The purpose of the resolution is to give the Village Manager permission to submit the grant application and if successful, enter into a grant agreement with the Florida Department of Transportation.

### Grant Reporting/Implementation Activities

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

- The Village has been contacted by the Florida Environmental Protection Agency (EPA) regarding the \$600,000 legislative appropriation that the Village will receive for stormwater related construction/repairs. LaKeesha prepared the Scope of Work and other documents needed to initiate the funding contract between the Village and the Florida EPA.
- During the month of August, the Florida Department of Law Enforcement (FDLE) conducted an administrative monitoring of the FY2013 Byrne Grant. The Village was found to be in compliance with all contract obligations. The FDLE recommended that the Village conducts staff training on Federal Civil Rights requirements and develop a written "Limited English Proficiency Plan".
- LaKeesha has been in contact with Ms. Janine Harris of the Florida Department of Elder Affairs' Communities for a Lifetime Program. Ms. Harris stated that she will mail a letter and information about becoming a CFAL Community to the attention of the Mayor. LaKeesha will continue to communicate with Ms. Harris to identify the benefits and potential cost of implementing the CFAL Program in



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

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

---

North Bay Village, and will report back to the Village. If the Village is still interested in becoming a CFAL Community, LaKeesha will facilitate the process.

- The Village received the full reimbursement of the Florida Inland Navigation District (FIND) Grant for the “Vogel Park Improvements” project. The reimbursement amount received was \$110,167.

### **Grant Updates**

*This section contains information/results on grants that have been submitted.*

#### **1. Florida Highway Safety Concept Paper**

**Date Submitted:** 3/29/2014

**Amount of Request:** \$120,000

**Proposed Project:** Purchase and installation of license plate readers.

**Update:** This grant request was not funded. This is a very competitive grant and decisions are based on a “Highway Safety Matrix” that ranks municipalities based on their population and crash/injury data. This funding opportunity will reopen January – March 2015.

#### **2. Office of Justice Program (OJP) Bullet Proof Vest Grant**

**Date Submitted:** 05/19/2014

**Amount Awarded:** \$5,160.87

**Proposed Project:** Purchase of 18 Bullet Proof Vests (The grant will pay up to 50% of the cost)



## 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

### RECOMMENDATION MEMORANDUM

**DATE:** August 18, 2014

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

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank Rollason, Village Manager

**PRESENTED BY STAFF:**

Frank Rollason, Village Manager

**SUBJECT:** Budget Transfer of Funds to Pay the Insurance Deductible-  
Settlement in the matter of Officer Mark Weinstein vs. North  
Bay Village, Et Al

---

### RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution reimbursing the Florida League of Cities \$25,000 for settlement in the claim brought against the Village by Officer Mark Weinstein, and authorize the transfer of \$25,000 from the Unreserved Fund Balance Account to the General Insurance Account to make the payment.

### BACKGROUND:

Officer Mark Weinstein filed a lawsuit against the Village. The Florida League of Cities' counsel has negotiated the case and has settled the matter. The \$25,000 represents the Village deductible with the Florida League of Cities, insurance carrier.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**BUDGETARY IMPACT:**

Twenty-Five Thousand Dollars (\$25,000) will be transferred from the Unreserved Fund Balance Account to the General Insurance Account.

**PERSONNEL IMPACT:**

None



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** August 18, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE TRANSFER OF \$25,000 FROM THE UNRESERVED FUND BALANCE ACCOUNT TO THE GENERAL INSURANCE ACCOUNT TO PAY THE INSURANCE DEDUCTIBLE TO THE FLORIDA LEAGUE OF CITIES FOR SETTLEMENT PURPOSES IN THE MATTER OF WEINSTEIN VS. NORTH BAY VILLAGE, ET AL; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE TRANSFER OF \$25,000 FROM THE UNRESERVED FUND BALANCE ACCOUNT TO THE GENERAL INSURANCE ACCOUNT TO PAY THE INSURANCE DEDUCTIBLE TO THE FLORIDA LEAGUE OF CITIES FOR SETTLEMENT PURPOSES IN THE MATTER OF WEINSTEIN VS. NORTH BAY VILLAGE, ET AL; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Officer Mark Weinstein filed a claim against the Village; and

**WHEREAS**, it is the intent of the Village to settle certain claims in an attempt to avoid costly and lengthy litigation; and

**WHEREAS**, the Florida League of Cities reached a settlement with Weinstein; and

**WHEREAS**, the Village is required to pay the insurance deductible of \$25,000.

**WHEREAS**, the Village Manager is requesting a transfer of \$25,000 from the Unreserved Fund Balance Account to the General Insurance Account (01.19.519.5405) to cover the cost of the settlement amount.

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

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

**Section 2. Approval of Transfer:** Approval is granted to transfer \$25,000 from the Unreserved Fund Balance Account to the General Insurance Account (01.019.519.5405) to settle this claim.

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to take all necessary steps to implement the terms of transfer.

**Section 4. Expenditure of Funds.** The Village Manager is authorized to expend the funds for the purposes set forth herein.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September 2014.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

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

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

North Bay Village Resolution: Weinstein Settlement-Florida League of Cities.



July 29, 2014

**YVONNE HAMILTON  
NORTH BAY VILLAGE  
1666 KENNEDY CAUSEWAY, #300  
NORTH BAY VILLAGE, FL 33141-4142**

Administration

Trust Services

Financial Services/  
Underwriting

Post Office Box 530065  
Orlando, FL 32853-0065

Health Claims

Post Office Box 538140  
Orlando, FL 32853-8140

Workers' Compensation Claims

Property & Liability Claims

Post Office Box 538135  
Orlando, FL 32853-8135

1 (800) 445-6248  
(407) 425-9142  
Fax: (407) 425-9378

[www.flcities.com](http://www.flcities.com)

**RE: OUR FILE NUMBER: GC2009064490  
DATE OF LOSS: 2/16/2009  
CLAIMANT: MARK WEINSTEIN  
MEMBER NUMBER: 0403**

Dear Member:

We recently converted to a quarterly billing system for claim payments made under the deductible program.

As you are aware, your agreement with the Florida Municipal Insurance Trust has a per claim deductible of \$25,000.00. We have now concluded settlement of the above captioned claim and made a final payment.

Enclosed are supporting documents. Please retain these documents for your records.

You will be billed for reimbursement under separate cover for the amount paid. We request your reimbursement be paid at the quarterly billing cycle.

If you have any questions, please feel free to contact me.

Sincerely,

805 Dave Storey  
Claims Adjuster

Enclosure: release

**Florida Municipal Insurance Trust**

**GENERAL RELEASE, NO LIEN AFFIDAVIT,  
AND INDEMNIFICATION AGREEMENT**

MARK WEINSTEIN, who will hereinafter be referred to as "first party," for and in consideration of the sum of **Two Hundred Thousand and No/100 (\$200,000.00) Dollars** and other valuable consideration received from or on behalf of the CITY OF NORTH BAY VILLAGE and MATTHEW SCHWARTZ, the receipt whereof is hereby acknowledged,

**HEREBY** irrevocably remises, releases, acquits, satisfies, and forever discharges (1) MATTHEW SCHWARTZ, (2) CITY OF NORTH BAY VILLAGE, and (3) each of the CITY OF NORTH BAY VILLAGE's employees, agents, representatives, officials, police officers, and insurance providers (including the Florida Municipal Insurance Trust and the Florida League of Cities, Inc.), all of whom will hereinafter be referred to collectively as "second party," of and from all, and all manner of, action and actions, cause or causes of action, suits, attorney's fees and costs, contracts, controversies, agreements, liens, subrogated interests, rights of indemnity and contribution, promises, variances, trespasses, damages, awards, judgments, remedies, executions, demands and claims whatsoever in law and equity (collectively "CLAIMS") which the first party ever had, now has, or which any personal representative, successor, heir or assign of the first party hereafter can, shall, or may have against the second party for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date hereof. This General Release includes, but is not limited to, any CLAIMS raised in, that could have been raised in, arising out, or relating to the litigation captioned: Case No. 1:13-cv-20064, Mark Weinstein v. City of North Bay Village and Matthew Schwartz, in the United States District Court for the Southern District of Florida ("Litigation").

FIRST PARTY SPECIFICALLY UNDERTAKES AND AGREES TO INDEMNIFY the second party and hold the second party harmless for and against any and all CLAIMS asserted by each and every hospital and each and every medical provider against the second party arising out of the incident sued upon in the Litigation. First Party further represents that all bills arising out of the incident sued upon in the Litigation have been or will be satisfied and paid in full and that no liens or CLAIMS of any kind remain unpaid or pending.

First party has carefully read this General Release, No Lien Affidavit, and Indemnification Agreement with the assistance of his attorney, Ray Taseff, Esq., and understands its terms, obligations, operation, and effect.

First party acknowledges that payment of the sum referenced above is intended only to resolve pending litigation and shall not be deemed or considered any admission or acceptance of blame, liability, or responsibility in any respect for the matters claimed in the Litigation. First party also acknowledges that payment of the sum referenced above is contingent upon Court approval and upon dismissal of the Litigation with prejudice.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of April, 2014.

Signed, sealed and delivered in the presence of:

[Signature]  
Signature of First Witness

[Signature]  
MARK WEINSTEIN

LAWRENCE HANKOFF  
Print Name of First Witness

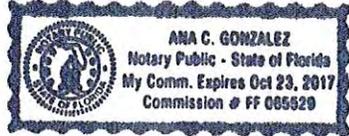
[Signature]  
Signature of Second Witness

WALTER O. ANDRINO  
Print Name of Second Witness

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARK WEINSTEIN to me known to be the person described or who presented the following identification \_\_\_\_\_, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of April, 2014.



[Signature]  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires  
Commission No. Oct 23, 2017 - FF 065529



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### RECOMMENDATION MEMORANDUM

**DATE:** August 18, 2014

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

**RECOMMENDED BY:** Frank K. Rollason  
Village Manager

**PRESENTED BY STAFF:** Rodney Carrero-Santana  
Public Works Director

**SUBJECT:** Florida Department of Transportation Maintenance Agreement-Turf  
and Landscaped Areas on the 79<sup>th</sup> Street Causeway

---

### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution and authorize the Village Manager to execute the attached agreement with the Florida Department of Transportation (FDOT) for maintenance of the turf and landscaped areas on the 79<sup>th</sup> Street Causeway in the Village.

This Turf and Landscape Maintenance Joint Participation Agreement (the "Agreement") with Florida Department of Transportation is to provide landscape maintenance on the FDOT right-of-way on the 79<sup>th</sup> Street Causeway, State Road 934, (79<sup>th</sup> Street Causeway) within the Village. The agreement has been amended from previous years to exclude those turfed and landscaped areas outside of the Village limit. The attached Resolution will approve a one-year contract from October 1, 2014 through September 30, 2015 with an option for two one-year renewals upon mutual agreement of both parties. The current agreement will expire on September 30, 2014.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

The limits of maintenance include cutting the grass and removing debris from the turfed and/or landscaped areas.

Florida Department of Transportation will reimburse the Village an annual fee of \$2,832.18 for this service, to be paid quarterly upon receipt of invoices.

**FINANCIAL/BUDGETARY IMPACT:**

There will no cost to the Village under this agreement since the annual amount of \$2,832.18 for the cost of the service will be provided by FDOT. These funds will be placed in the 01.000.331.3312, FDOT Account.

**PERSONNEL IMPACT:**

No additional personnel are required for maintaining the FDOT areas.

**CONTACT:**

Frank K. Rollason, Village Manager  
Rodney Correro-Santana, Director of Public Works



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** August 27, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager   
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE LIMITS AND PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE LIMITS AND PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79<sup>th</sup> Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern Village limits; and

**WHEREAS**, on June 20, 2014, the Village Commission approved Resolution No. 2013-44 approving a “Turf and Landscape Maintenance Joint Participation Agreement Between the Florida Department of Transportation and North Bay Village” (the “Agreement”), which Agreement is scheduled to expire on September 30, 2014; and

**WHEREAS**, the Village and the Florida Department of Transportation (“FDOT”) wish to renew the Agreement (the “Renewal Agreement”) for a period of one year effective October 1, 2014 through September 30, 2015 with for continued maintenance of the turf and landscaped areas on the 79<sup>th</sup> Street Causeway with an amendment to include those areas within the Village limit only, a copy of which is attached hereto as Exhibit “1”; and

**WHEREAS**, FDOT agrees to compensate the Village in an annual amount of Two Thousand Eight Hundred and Thirty-Two Dollars and Eighteen Cents (\$2,832.18) to be paid on a quarterly basis for the Village’s performance of this service.

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

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

**Section 2. Approval of Agreement.** The Renewal Agreement between North Bay Village and the Florida Department of Transportation for turf and landscape maintenance attached hereto as Exhibit "1", is hereby approved.

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

**Section 4. Execution of Agreement.** The Village Manager is authorized to execute the Renewal Agreement on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September 2014.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton  
Village Clerk

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

---

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

North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2014-2015

**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND NORTH BAY VILLAGE**

This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as the 'VILLAGE'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains State Road (S.R.) 934/Kennedy Causeway corridor in the VILLAGE; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the VILLAGE; and

**WHEREAS**, the DEPARTMENT, at the VILLAGE's request, has agreed to reimburse the VILLAGE for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the VILLAGE recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252473-2-78-02**, and has agreed to reimburse the VILLAGE for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.)**;

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The VILLAGE shall submit this Agreement to its VILLAGE Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'VILLAGE's Resolution', and is herein incorporated by reference.
- b. The VILLAGE shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The VILLAGE shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The VILLAGE shall be responsible for performing the required maintenance with a minimum frequency of *twelve (12) times per year for: Slope Mowing, Mowing Small Machine, Edging & Sweeping, Landscape Maintenance, and twenty four (24) times per year for: Litter Removal.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The VILLAGE shall submit a work schedule to the DEPARTMENT. In addition, before the VILLAGE starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the VILLAGE will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or [alex.perez@dot.state.fl.us](mailto:alex.perez@dot.state.fl.us). The VILLAGE shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The VILLAGE shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

- i. The VILLAGE shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the VILLAGE to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the VILLAGE to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the VILLAGE to maintain any such additional landscaping.

### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWO THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND EIGHTEEN CENTS (\$2,832.18), as outlined in Exhibit “B”, ‘Project Limits & Financial Summary’.
- b. The DEPARTMENT agrees to pay the VILLAGE for the herein described services at a compensation as detailed in this Agreement.
- c. The VILLAGE shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit “A” of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT’s Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The VILLAGE shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
  - i. Small Machine Mowing
  - ii. Slope Mowing
  - iii. Edging & Sweeping
  - iv. Landscape Maintenance
  - v. Litter Removal
- f. Invoices shall be submitted by the VILLAGE in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit “B”.

Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the VILLAGE and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The VILLAGE providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the VILLAGE. Interest penalties of less than one (1) dollar will not be enforced unless the VILLAGE requests payment. Invoices have to be returned to the VILLAGE because of VILLAGE preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the VILLAGE who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the VILLAGE's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for

expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-verify:

The VILLAGE/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The VILLAGE shall insert the above clause into any contract entered into by the VILLAGE with vendors or contractors hired by the VILLAGE for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

**To VILLAGE:**

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141  
Attention: Frank Rollason /Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

**5. INVOICING**

- a. The VILLAGE shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the VILLAGE from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the VILLAGE for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the VILLAGE from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

**6. MAINTENANCE DEFICIENCIES**

If the District Maintenance Engineer determines that the VILLAGE is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the VILLAGE on notice thereof. Thereafter, the VILLAGE shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE; or

- b. Terminate this Agreement.

## 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the VILLAGE. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory VILLAGE performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

## 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the VILLAGE refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the VILLAGE pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

## 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

## 10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

## 11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the VILLAGE expressed in writing, executed and delivered by each party.

## 12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

### 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the VILLAGE shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorney's fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the VILLAGE's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the VILLAGE, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the VILLAGE nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The VILLAGE's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the VILLAGE's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the VILLAGE of a claim shall not release the VILLAGE of the above duty to defend and indemnify the DEPARTMENT.

The VILLAGE shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The VILLAGE's evaluation of liability or its inability to evaluate liability shall not excuse the VILLAGE's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the VILLAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

**NORTH BAY VILLAGE:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
**VILLAGE MANAGER**

**BY:** \_\_\_\_\_  
**DISTRICT DIRECTOR OF TRANSPORTATION OPERATIONS**

**ATTEST:** \_\_\_\_\_  
**(SEAL) VILLAGE CLERK**

**ATTEST:** \_\_\_\_\_  
**(SEAL) EXECUTIVE SECRETARY**

**LEGAL REVIEW:**

\_\_\_\_\_  
**VILLAGE ATTORNEY**

\_\_\_\_\_  
**DISTRICT CHIEF COUNSEL**

## **Exhibit "A"**

### **Maintenance Responsibilities**

The VILLAGE shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on State Road (S.R.) 934/Kennedy Causeway, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the VILLAGE shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The VILLAGE's maintenance obligations shall include but not be limited to:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program" and Index 546 of the latest FDOT Design Standards.
- c. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- d. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- e. Remove and properly dispose of litter from roadside and median strips.
- f. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- g. All work by the VILLAGE shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".
- h. Maintaining a service log of all maintenance operation that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- i. Submitting Lane Closure Request to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT'S right of way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

**FDOT Financial Project Number:** 252473-2-78-02

**County:** *Miami-Dade*

**FDOT Project Manager:** *Alex Perez, P.E. 305-640-7197*

**VILLAGE Project Manager:** *Frank Rollason/ Village Manager 305-756-7171*

## Exhibit "B"

### Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the VILLAGE under this Agreement.

State Road	Road Name	From	To
934	Kennedy Causeway	West City Limits	East City Limits

Item Description	Quantity (AC)	# Cycles	Total Agreement (AC)	D6 AVG PRICE (1 yr)	D6 TOTAL (1yr)
Slope Mowing (E104 4 2)	0.045	12	0.54	\$35.00	<b>\$18.90</b>
Mowing Small Machine (E104 4 3)	0.408	12	4.896	\$35.00	<b>\$171.36</b>
Edging & Sweeping (E 110 32 1)	1.836	12	22.032	\$10.00	<b>\$220.32</b>
Landscape Maintenance (E580 3 2)	0.158	12	1.896	\$1,200.00	<b>\$2,275.20</b>
Litter Removal (E110 30)	0.610	24	14.64	\$10.00	<b>\$146.40</b>
					<b>\$2,832.18</b>

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT:      \$2,832.18**

## Exhibit "C"

Turf and Landscape Maintenance Joint Participation Agreement  
between the Florida Department of Transportation and North Bay Village  
Financial Project # 252455-2-78-02  
Page 12 of 13

## **VILLAGE's Resolution**

To be herein incorporated once approved by the North Bay Village Commission.



**NORTH BAY VILLAGE POLICE DEPARTMENT**

10C

**RECOMMENDATION MEMORANDUM**

**DATE:** August 20, 2014

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

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank Rollason, Village Manager

A blue ink signature of Frank Rollason, written in a cursive style.

**PRESENTED BY STAFF:**

Robert Daniels, Police Chief

A blue ink signature of Robert Daniels, written in a cursive style.

**SUBJECT:** September 2014 Village Commission Meeting  
Modification to Police Impact Fee Budget

---

**RECOMMENDATION:**

It is recommended that the Village Commission approve the modification to the Police Impact Fee Budget.

**BACKGROUND:**

On April 8, 2014, the North Bay Village Commission approved through resolution a budget utilizing Police Impact Fees. One of the line items approved was the purchase of two 4X4 SUV vehicles to be utilized by the Police Department and for Emergency Management should the Village suffer from a flooding event, in the amount of \$60,000. Another item was an allocation of \$14,000 for a Digital Recording System to record the current radio frequencies and the Dispatch telephone lines.

In processing the purchase order for the vehicles, it was discovered that the Village can purchase a five year bumper to bumper warranty for two Ford All Wheel Drive Police Interceptor Vehicles for an additional \$4,000 that was not budgeted in the original resolution. Additionally, research conducted in conjunction with the purchase of the Digital Recording System proved that the extra expenditure for a digital system versus an analog system would not provide an increase in performance because our Dispatch telephone lines are mandated to utilize analog technology for reliability purposes.

Therefore, staff requests approval of an amended resolution authorizing the budget for the two All-Wheel Drive Police SUV Vehicles be increased by \$4,000 for a total of \$64,000 and a decrease for \$4,000 for the recording system which is now entitled a Dispatch Recording System for a total budgeted amount of \$10,000.

If approved by the Commission, the amended budget will be as follows:

G.P.S. System:	\$ 55,000.00
<b>Two Equipped Police Vehicles with 5 yr. warranty:</b>	<b>\$ 64,000.00</b>
<b>Dispatch Recording System for Dispatch:</b>	<b>\$ 10,000.00</b>
Smart Water CSI:	\$ <u>13,000.00</u>
	\$142,000.00

Staff recommends the expenditure of \$54,472.00 of budgeted funds for the purchase of two 2015 Ford SUV Police Interceptors AWD from Don Reid Ford per the FSA contract.

\*\*\*Please note: The balance of the funding authorized under this line item will be expended for equipment and decals for these vehicles.

**FINANCIAL IMPACT:**

This approval will authorize the budget to reflect expenditures totaling \$64,000 of which \$54,472 will be spent for the purchase of the vehicles.

**PERSONNEL IMPACT:**

There will be no personnel impact.

**CONTACT:**

Frank K. Rollason, Village Manager/ Robert J. Daniels, Chief of Police



**FLORIDA SHERIFFS ASSOCIATION  
& FLORIDA ASSOCIATION OF COUNTIES**

**FORD INTERCEPTOR FULL SIZE POLICE RATED UTILITY - AWD  
SPECIFICATION #7**

**2014 Ford Interceptor Utility (K8A)**

The Ford Interceptor Utility (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$24,731.00	\$24,687.00	\$24,587.00	\$24,597.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

# Interoffice

## MEMORANDUM

**To:** Robert Daniels / Chief of Police  
**From:** James McCready / Lieutenant  
**Re:** Purchase of Vehicles  
**Date:** August 15, 2014

*msj 8/19/14*  
*[Signature]*

On April 8th, 2014 the Commission approved that \$60,000 be appropriated from the recently received Police Impact Fees. Attached is a quote from Don Ried Ford for two Ford Police Interceptor SUV's. It is my recommendation that we purchase these vehicles as quoted from Duval Ford as they were awarded to the Florida Sheriff's Association bid.

- Note – In regards to questions concerning Ford Explorer Rollover Crashes, the only information I was able to find is the lawsuits that made headlines in the late 1990 and early 2000, when numerous explorer rollover crashes occurred as a result of faulty/defective Firestone tire, the vehicle's high center of gravity and suspension system. All issues have been rectified and no other similar incidents reported since then.

# PROPOSAL

NAME: NORTH BAY VILLAGE POLICE DEPARTMENT  
 EMAIL: JMCCREADY@NBVILLAGE.COM  
 ATTN: JAMES MCCREADY

DATE: AUGUST 19, 2014

2015 FORD SUV POLICE INTERCEPTOR AWD	\$24597.00
3.7 L V6 TIVCT	
6 SPEED AUTOMATIC TRANSMISSION	
DRIVERS SIDE SPOT LAMP	
INTERIOR UPGRADE PACKAGE	\$389.00
5 YR/100,000 MILE EXTRACARE WARRANTY	\$2250.00
<b>**LAST DAY TO ORDER 9/30/2014**</b>	
SUB TOTAL	\$27236.00
	X 2
TOTAL	\$54472.00
PER FSA CONTRACT SPEC #7  DELIVERY 90-120 DAYS ARO	

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - [EJore@aol.com](mailto:EJore@aol.com)

ACCEPTED: \_\_\_\_\_

PO# \_\_\_\_\_

Respectfully submitted,  
 ERIC JORE  
 FLEET MANAGER  
 DON REID FORD, INC.



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** August 27, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager   
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE POLICE IMPACT FEE BUDGET; AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES UNDER THE PIGGY BACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE POLICE IMPACT FEE BUDGET; AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES UNDER THE PIGGY BACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village Commission approved Resolution No. 2014-26 on April 8, 2014 authorizing the expenditure of \$60,000 for two police vehicles and \$14,000 for a Digital Recording System from Police Impact Fees; and

**WHEREAS**, the Village wishes to purchase two Ford All Wheel Drive Police Interceptor Vehicles with a five-year bumper to bumper warranty at an additional cost of \$4,000, for a total cost of \$64,000; and

**WHEREAS**, the Village Commission hereby authorizes an amendment to the Police Impact Fee Budget decreasing the appropriation of \$14,000 for the Digital Recording System by \$4,000 and increasing the appropriation of \$60,000 for the two police vehicles by \$4,000; and

**WHEREAS**, the Village Commission further authorizes the expenditure of \$54,472 of budgeted funds for the purchase of the two police vehicles, two 2015 Ford SUV Police Interceptors AWD from Don Reid Ford under the piggyback purchase provision, pursuant to Section 36(J) of the Village Code

**WHEREAS**, the remaining funds will be utilized for the purchase of equipment and decals for the referenced vehicles.

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

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

**Section 2. Approval of Amendment.** The Village Commission authorizes an amendment to the Police Impact Fee Budget decreasing the appropriation of \$14,000 for the Digital Recording System by \$4,000 and increasing the appropriation of \$60,000 for the two police vehicles by \$4,000.

**Section 3. Authorization of Expenditure.** The Village Commission authorizes the expenditure of \$54,472 of budgeted funds for the purchase of two 2015 Ford SUV Police Interceptors AWD from Don Reid Ford under the piggyback purchase provision pursuant to Section 36.25(J) of the Village Code.

**Section 4. Authorization of Village Officials.** The Village Manager is authorized to take all actions necessary to implement the aims of this Resolution.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED this 9th day of September 2014.**

\_\_\_\_\_  
Mayor Connie Leon-Kreps

Attest:

---

Yvonne P. Hamilton, CMC  
Village Clerk

**APPROVED AS TO FORM:**

---

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

North Bay Village Resolution: Amending Police Impact Fee Budget/Purchase of two 2015 Ford

**Page Intentionally Left Blank**

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SEEK AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY GRANTING NORTH BAY VILLAGE AUTONOMY REGARDING STREET SAFETY AND TRAFFIC CALMING ON ALL STREETS IN THE VILLAGE THAT ARE NOT DESIGNATED COUNTY, STATE, OR FEDERAL STREETS; PROVIDING FOR SEVERABILITY; RESOLUTIONS AND ORDINANCES IN CONFLICT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, pursuant to Section 2-96.1 of the Miami-Dade County Code of Ordinances, all traffic and traffic engineering services in Miami-Dade County (“County”) are under the exclusive jurisdiction of the County; and

**WHEREAS**, Section 2-96.1 provides that the County Manager or designee, in his/her sole discretion, may authorize municipalities, which desire and are equipped and able to perform certain traffic engineering functions, to assume, together with all liability and without additional cost to the County, through an individual Intergovernmental Agency Agreement, and for local municipal streets only, the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies, if required by the agreement. The Department shall, however, retain exclusive jurisdiction over the permanent closure or access to any street; and

**WHEREAS**, the Village (“Village”) desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and

**WHEREAS**, presently all issues relating to traffic calming and street safety must first be directed through the County with studies and monitoring at a cost to the county in time and money; and

**WHEREAS**, it would be advantageous to both the County and the Village to allow the Village to assume responsibility of its streets.

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

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

**Section 2. Direction to the Village Manager.** The Village Manager is hereby instructed to seek an Intergovernmental Agency Agreement with Miami-Dade County authorizing the Village to perform certain traffic engineering functions and to assume, together with all liability and without additional cost to the County, responsibility for installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing traffic engineering studies if required by such Agreement, on all streets in North Bay Village that are not designated county, state or federal streets.

**Section 3. Severability:** If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

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

The motion to adopt the foregoing Resolution was offered by Commissioner, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September, 2014.

---

Connie Leon-Kreps  
Mayor

**ATTEST:**

---

Yvonne P. Hamilton, CMC  
Village Clerk

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

---

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

North Bay Village Resolution: Intergovernmental Agreement with Miami-Dade County for Village to assume responsibility of streets.



## North Bay Village

Administrative Offices

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

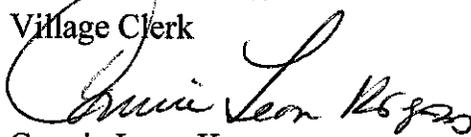
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** August 27, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:**   
Connie Leon-Kreps  
Mayor

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SEEK AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY GRANTING NORTH BAY VILLAGE AUTONOMY REGARDING STREET SAFETY AND TRAFFIC CALMING ON ALL STREETS IN THE VILLAGE THAT ARE NOT DESIGNATED COUNTY, STATE, OR FEDERAL STREETS; PROVIDING FOR SEVERABILITY; RESOLUTIONS AND ORDINANCES IN CONFLICT; AND SETTING AN EFFECTIVE DATE.**

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

CLK:yph



## North Bay Village

10E

Administrative Offices

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

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

### RECOMMENDATION MEMORANDUM

**DATE:** August 18, 2014

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

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank Rollason  
Village Manager

**PRESENTED BY STAFF:**

Frank Rollason  
Village Manager

**SUBJECT:** Village Holiday Decorations - Request for Proposals  
NBV RFP 2014-002

---

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute a contract for services with CDI Enterprises, LLC to provide the Village Winter Holiday Decorations through year 2016.

**BACKGROUND:**

On June 17, 2014 the Village advertised a Request for Proposals (RFP) for Village Winter Holiday Decorations, and no responses were received. The Village subsequently re-advertised for proposals on July 6, 2014, and one proposal was received from CDI Enterprises, LLC on July 28, 2014. This RFP would allow the Village to enter in an agreement with the provider of Holiday Decorations through 2016. CDI Enterprises is the same vendor that in the past has provided this service to the Village. The proposal submitted was reviewed by Village staff and found certain irregularities.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez





## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

August 26, 2014

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

**Reference: Village Holiday Decorations –  
NBV RFP 2014-002 - Evaluation Committee Meeting**

Dear Mr. Rollason:

On July 28, 2014, proposals were received at North Bay Village for the referenced project. The evaluation committee met on August 26, 2014 at 4:00 PM to evaluate the proposals. The committee was composed of the following professionals:

1. Ms. Jenice Rosado, Assistant Village Manager, North Bay Village
2. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village who served as an evaluation committee chair.

One company submitted for consideration, CDI Enterprises, LLC. This company has provided these services for the Village for the past two years and has never had any problems with performing the required services under the previous contracts.

After having evaluated the proposal the company that submitted had some informalities in the proposal package as follows:

1. The bond proposal required in article #4.5 of the RFP was not provided in the package.
2. The insurance certificate provided did not show the Village as “additional insured”, only as “certificate holder”, as required in article #4.13.
3. The proposer did not submit the documentation to support the financial ability to perform the contract, as required in Section 8, tab 8.
4. Forms 2, 3, 4, 5 & 6 were missing from the package, as required in Section 10.

Besides the informalities previously stated the contractor met the mandatory elements of Section 6 of the RFP. These informalities were not germane to the execution and completion of the contract nor do they affect the ability of the contractor to complete the work. The package was found to be compliant with all other requisites in the RFP.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

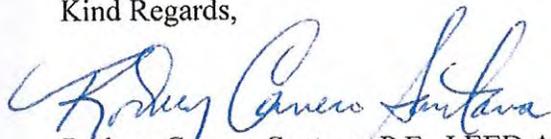
The proposal evaluation points are as follows:

- a) Expertise and Experience – 30 points
- b) Creativity of Decorations – 40 points
- c) Responses of References – 10 points
- d) Cost – 15 points

Therefore, out of a total of 110 points the proposer achieved 95 points.

The Village Manager can exercise the authority pursuant to article #3.16 of the subject RFP to waive the above mentioned irregularities. Should the Village Manager choose to exercise his authority, we recommend that the proposal be accepted and awarded to CDI Enterprises, LLC. Thank you.

Kind Regards,



Rodney Carrero-Santana, P.E., LEED AP  
Public Works Director, North Bay Village  
rcarrero@nbvillage.com  
[www.nbvillage.com](http://www.nbvillage.com)

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village.  
Ms. Jenice Rosado, Assistant Village Manager for North Bay Village.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** August 18, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2014-002 TO CDI ENTERPRISES, INC. FOR THE INSTALLATION OF WINTER HOLIDAY DECORATIONS AT THE BID PRICE OF \$37,000; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yp

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**RESOLUTION NO: \_\_\_\_\_**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2014-002 TO CDI ENTERPRISES, INC. FOR THE INSTALLATION OF WINTER HOLIDAY DECORATIONS AT THE BID PRICE OF \$37,000; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village, in accordance with applicable State and local laws, has requested proposals from qualified companies to design, produce, install, service, remove and store, and refurbish holiday decorations; and

**WHEREAS**, one proposal was received from CDI Enterprises LLC after soliciting proposals on two separate occasions; and

**WHEREAS**, the proposal was evaluated by staff and found to be in compliance with the RFP criteria in those areas that are germane to the performance of the work; and

**WHEREAS**, the Village Manager hereby request that the Village Commission accepts the recommendation of CDI Enterprises as a qualified responsive bidder; award RFP No. 2014-002 to the company; and permit authorization to enter into a contract for the scope of services for installation of Winter Holiday Decorations as per the scope of services outlined in the RFP.

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

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

**Section 2. Award of Request for Proposal.** RFP No. NBV RFP-2014-002 for the installation of Winter Holiday Decorations for the Village for the years 2014, 2015, and 2016 is hereby awarded to CDI Enterprises LLC in the lump sum amount of \$37,000.

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to enter into an agreement with CDI Enterprises LLC for the scope of services outlined in RFP No. 2014-002 attached hereto as Exhibit 1, subject to the approval as to form and legality by the Village Attorney.

**Section 4. Authorization of Fund Expenditure.** The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with CDI Enterprises LLC.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_\_ day of September 2014.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

**ATTEST:**

---

Yvonne P. Hamilton, CMC  
Village Clerk

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

---

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

North Bay Village Resolution: Award of RFP for Winter Holiday Decorations-CDI Enterprises LLC

**COPY**

# **NORTH BAY VILLAGE, FLORIDA**

RFP TITLE: NBV Winter Holiday  
Decorations

RFP NO.: NBV RFP-2014-002

CDI ENTERPRISES LLC  
3124 NW 16<sup>th</sup> Terrace  
Pompano Beach, Florida 33064  
Contact: Dilanie Rodriguez  
Phone: (954) 633.2151

July 28<sup>th</sup>, 2014

3

## TABLE OF CONTENTS

RFP Signature Page	3
Statement of Qualifications	4
Scope of Work/Service	5
Area 1: <i>Welcome Sign Median</i>	6
Area 2: <i>1300 Block</i>	7
Area 3: <i>1600 Block</i>	8
Area 4: <i>1700 Block</i>	9
Area 5: <i>1800 Block</i>	10
Area 6: <i>Harbor Island</i>	11
Area 7: <i>Treasure Island</i>	12
Area 8: <i>North Bay Village Monument Wall</i>	13
Area 9: <i>Adventure Avenue</i>	14
Area 10: <i>Hispanola Way</i>	15
Area 11: <i>Holiday Décor</i>	16
Area 12: <i>Tree Rental</i>	16
Area 13: <i>Banners and Nativity Set</i>	17
Project Time Schedule	19
Profile of Proposer	20
Summary of Proposers Qualifications	21
Broward County Local Business Tax Receipt	22
Palm Beach County Local Business Tax Receipt	23
Certificate of Liability Insurance	24
Letter of Transmittal	27
Requested Documentation with Notary signature.	28

3. Signature Page

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: *Dilanie* (Signature) 7/21/2014 (Date)  
Name (printed) Dilanie Rodriguez  
Title: Executive Assistant  
Company: (Legal Registration) CDI Enterprises LLC

VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: 3124 16th Terrace  
City: Pompano Beach State: Florida  
Zip Code: 33064  
Telephone No. 800-432-5139  
FAX No. 954-973-0914  
E-MAIL: dilanie@christmasdesigners.com

#### 4. Summary of Proposer's Qualifications

a.) Kevin Long – *Project Manager*

Started in 1979 in the commercial Christmas business with his mother and brother importing Christmas Lighting – business transitioned into manufacturing and installation of Christmas displays throughout South Florida. Currently Kevin is a partner in CDI Enterprises and is actively involved in all aspects of our designs, installations and servicing of our décor programs.

Joey Campbell – *Operations Manager*

Joey has been in the commercial Christmas business since 1998 and is a responsible Operations Manager for CDI Enterprises.

Chris LaFave – *Operations Manager*

Chris worked for the largest park display company for several years and has been an Operations Manager at CDI Enterprises since 2009.

b.) *Chris Rapuzzi* has overseen similar projects including North Bay Village, Gaylord Palms and Turtle Run.

*Joey Campbell* has overseen similar projects including North Bay Village, Town of Palm Beach and Gaylord Palms.

*Chris LaFave* has overseen similar projects including North Bay Village, City of Miami Beach and City of North Miami Beach

c.) *Kevin Long* will act as Project Manager and will oversee the Project.

*Chris Rapuzzi* and *Chris LaFave* will oversee the crew members from beginning to end of all aspects of this project.

Estimated Hours (not counting crew members): Approximately 36 hours.

d.) Due to our experience with this project and working within North Bay Village, we anticipate minimal municipal Staff support.

*5. Project understanding, proposed approach, and methodology.*

Our scope of work will be inclusive of all design, production, installation, service, removal and proper storage and off season refurbishment throughout the term of the contract. Kevin Long will act in the capacity of Project Manager and will coordinate with the Operations Managers to insure a successful holiday program for the North Bay Village

We will work with North Bay Village to schedule and allot a time frame to make sure the project is completed in a timely fashion.

CITY OF NORTH BAY VILLAGE LIGHTING  
Area 1: Welcome Sign Median-West End



First Median –

For the five (5) Medjool Palms, we will spiral wrap the trunks of each palm with eight (8) sets of warm white LED light sets, two (2) sets of green LED light sets at the collar and we will light fifteen (15) fronds on each palm with green LED light frond sets.

40	LED Warm White Spiral Wraps	\$1,080.00
10	LED Green Spiral Wrap	\$ 270.00
75	LED Green Frond Sets	\$2,025.00
	Equipment Charge	\$ 600.00

TOTAL AREA 1	\$3,975.00
--------------	------------

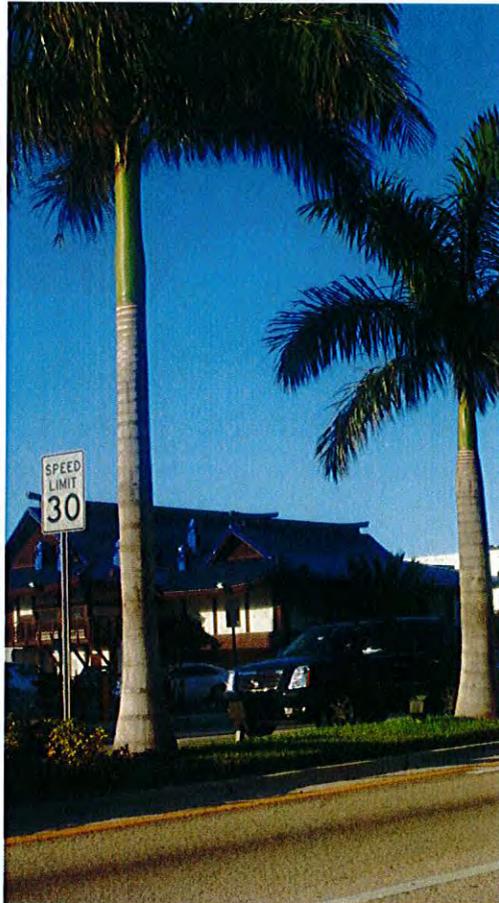
AREA 2: 1300 BLOCK



There are a total of thirteen (13) Royal Palms, we will only spiral wrap a total of nine (9) Royal Palms. We will light the first 2, the last 2, the 3 middle palms and every other one in between. (Trees #1, 2, 4, 6, 7, 8, 10, 12, 13) We will spiral wrap the trunks of the palm up to the fronds including the green boot using seven (7) warm white LED light sets, two (2) sets of green LED light sets at the collar and we will also light eight (8) fronds on each palm with green LED light sets.

63	LED Warm White Spiral wraps	\$1,701.00
18	LED Green Spiral wraps	\$486.00
72	LED Green Fronds	\$1,944.00
	Equipment Charge	\$576.00
<b>TOTAL AREA 2</b>		<b>\$4,707.00</b>

AREA 3: 1600 BLOCK



For the two (2) Royal Palms, we will spiral wrap the trunk of each palm up to the fronds, including the boot using six (6) sets of warm white LED light sets, two (2) sets of green LED light sets at the collar and we will also light eight (8) fronds on each palm green LED light sets.

12	LED Warm White Spiral wraps	\$ 324.00
4	LED Green Spiral wraps	\$ 108.00
16	LED Green Fronds	\$ 432.00
	Equipment Charge	\$128.00

TOTAL AREA 3: \$ 992.00

AREA 4: 1700 BLOCK



For the nine (9) Christmas Palms, we will spiral wrap the trunks of each palm using two (2) set of warm white LED light sets and one (1) set of green LED light set at the collar.

18	LED Warm White Spiral wraps	\$ 486.00
9	LED Green Spiral wraps	\$ 243.00

TOTAL AREA 4 \$ 729.00

AREA 5: 1800 BLOCK



For the seven (7) Christmas Palms, we will spiral wrap the trunks of each palm using three (3) sets of warm white LED light sets and one (1) green set of LED light set at the top.

21	LED Spiral wraps	\$ 567.00
7	LED Green Spiral wraps	\$ 189.00

TOTAL AREA 5 \$ 756.00

## AREA 6: HARBOUR ISLAND



For the two (2) Medjool Palms we will spiral wrap the trunks of each palm with eight (8) warm white LED light sets, two (2) green LED light sets at the top and light fifteen (15) fronds on each tree with green LED light sets.

16	LED Warm white Spiral Wraps	\$ 432.00
4	LED Green Spiral Wraps	\$ 108.00
30	LED Green Frond Sets	\$ 810.00
	Equipment Charge	\$ 240.00

*On the monument wall we will install one (1) 10' x 4' 3"T double sided center mount glitter mesh Poinsettia Spray Sign Topper.*

1	10' x 4' 3"T double sided center mount Glitter Mesh Poinsettia Spray (Rental)	\$1,580.00
---	--	------------

TOTAL AREA 6	\$3,170.00
--------------	------------

AREA 7 – TREASURE ISLAND



For the two (2) Medjool Palms we will spiral wrap the trunks of each palm with eight (8) warm white LED light sets, two (2) green LED light sets at the collar and light fifteen (15) fronds on each tree with green LED light sets.

16	LED Warm white Spiral Wraps	\$ 432.00
4	LED Green Spiral Wraps	\$ 108.00
30	LED Green Frond Sets	\$ 810.00
	Equipment Charge	\$240.00

On the monument wall we will install one (1) 10' x 4' 3"T double sided center mount glitter mesh Poinsettia Spray Sign Topper.

1	10' x 4' 3"T double sided center mount Glitter Mesh Poinsettia Spray (Rental)	\$1,580.00
---	--	------------

TOTAL AREA 7	\$3,170.00
--------------	------------

**AREA 8: NORTH BAY VILLAGE MONUMENT WALL**

On the monument wall we will install one (1) 10' x 4' 3"T double sided center mount glitter mesh Poinsettia Spray Sign Topper. We will also install (2) 5' 4" W x 4' T Poinsettia Flower on each side of North Bay Village sign.

1	10' x 4' 3"T double sided center mount Glitter Mesh Poinsettia Spray (Rental)	\$1,580.00
2	5' 4" w X 4'T Poinsettia Flower	\$1,200.00
<b>TOTAL AREA 8</b>		<b>\$2,780.00</b>

AREA 9: ADVENTURE AVE



For the six (6) coconut palms we will spiral wrap the trunk of each palm with five (5) sets of warm white LED light sets and two (2) green LED light sets at the top. We will also light eight (8) fronds per tree with green LED light sets.

30	LED Warm White Spiral Wraps	\$ 810.00
12	LED Green Spiral wraps	\$ 324.00
48	LED Green Fronds	\$ 1,296.00
	Equipment Charge	\$ 384.00

*On the monument wall we will install one (1) 10' x 4' 3"T double sided center mount glitter mesh Poinsettia Spray Sign Topper.*

1	10' x 4' 3"T double sided center mount Glitter Mesh Poinsettia Spray (Rental)	\$1,580.00
---	--	------------

<b>TOTAL AREA 9</b>		<b>\$4,394.00</b>
---------------------	--	-------------------

AREA 10: HISPANOLA WAY



For the four (4) Coconut Palms we will spiral wrap the trunk of each palm with five (5) sets of warm white LED light sets and two (2) green LED light sets at the top. We will also light eight (8) fronds per tree with green LED light sets.

20	LED Warm White Spiral Wraps	\$540.00
8	LED Green Spiral wraps	\$216.00
32	LED Green Fronds	\$864.00
	Equipment Charge	\$256.00

*On the monument wall we will install one (1) 10' x 4' 3"T double sided center mount glitter mesh Poinsettia Spray Sign Topper.*

1	10' x 4' 3"T double sided center mount Glitter Mesh Poinsettia Spray (Rental)	\$1,580.00
---	--	------------

<b>TOTAL AREA 10</b>		<b>\$3,456.00</b>
----------------------	--	-------------------

AREA 11: HOLIDAY DÉCOR



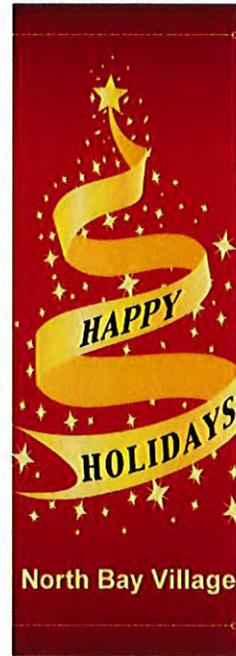
Installation and Removal of ten (10) 7.5' LED double poinsettia pole mounted decorations.	\$ 2,500.00
Annual Storage of Existing Décor	\$ 700.00
Rental of 6" Dreidel	\$ 500.00
<b>TOTAL AREA 11</b>	<b>\$ 3,700.00</b>

AREA 12: TREE RENTAL

Rental of 16' Rocky Mountain Pine with C7 warm white LED. Decorated in colors of the holiday; red, green, and silver, Also decorated with a 3' 3D LED Snowburst tree topper for and overall height of 19'.

1	16' Rocky Mountain Pine decorated as described	\$3,638.50
	<b>TOTAL AREA 12</b>	<b>\$3,638.50</b>

AREA 13-BANNERS & NATIVITY SET



1 – 12 Piece Nativity Set Contains:

Joseph, Mary, Baby Jesus, King with Vase, King with Bottle and Plate, King with Gold Box, Shepherd, Cow, Donkey, Lamb, Camel and Angel with Wings.

Installation of Nativity	\$600.00
10 – 30x84 Happy Holidays Ribbon Trees with Imprint	<i>Customer Owned</i>
10 – Titan Adjustable Single Banner Sets	<i>Customer Owned</i>
Installation/Removal of Banners	\$1,000.00
Banner Care	\$120.00
<b>TOTAL AREA 13</b>	<b>\$1,720.00</b>

**RENTAL COST RECAP  
CITY OF NORTH BAY VILLAGE  
HOLIDAY LIGHTING 2014**

Area 1 – Welcome Sign Median – West End (Rental)	\$3,787.50
Area 2 –1300 Block (Rental)	\$4,707.00
Area 3 –1600 Block (Rental)	\$ 992.00
Area 4 –1700 Block (Rental)	\$ 729.00
Area 5 –1800 Block (Rental)	\$ 756.00
Area 6 –Harbour Island (Rental)	\$3,170.00
Area 7 –North Bay Island (Rental)	\$3,170.00
Area 8 – North Bay Village Monument Wall (Rental)	\$2,780.00
Area 9 –Adventure Ave (Rental)	\$4,394.00
Area 10 –Hispaniola Way (Rental)	\$3,456.00
Area 11–Holiday Décor (Rental)	\$3,700.00
Area 12 – Tree Rental (Rental)	\$3,638.50
Area 13 – Banners and Nativity Set	\$1,720.00
<i>Service of Lights – Light up through December 31, 2014</i>	<i>NO CHARGE</i>

**TOTAL CITY OF NORTH BAY VILLAGE RENTAL PER SEASON \$37,000.00**

6. *Project time schedule.*

CDI Enterprises will meet the required installation date as stated in this RFP – installation prior to November 17<sup>th</sup> and removed no earlier than January 12<sup>th</sup> but no later than January 30<sup>th</sup> each season of the lease term.

7. Profile of Proposer

- a.) CDI Enterprises LLC Services Division is a Local Organization.
- b.) All work for the North Bay Village will be performed out of our Main Office located in Pompano Beach, Florida.
- c.) CDI Enterprises LLC is a merged partnership of 2 professional, commercial holiday decorating companies, Christmas Designers, 35+ years and Holiday Illuminations, 25+ years experience in the State of Florida. We employ a year round staff of 20 full time members. CDI has offices/warehouses in Pompano Beach, Florida, Riviera Beach, Florida and Sherman, Texas.

Our range of activities go from our complete design capabilities, manufacturing, installation services as well as being direct importers with a full retail web site.

Our on staff designer has over 25 years experience doing commercial holiday design work. Combining the years of experience starting with the owners, Kevin Long and Leonard Schulz, with that of our year round staff, you are looking at well over 50+ years in the commercial decorating field. We have previously served the North Bay Village with holiday décor and are very familiar with meeting their requirements and deadlines.

- d.) City of Miami Beach –  
Carlos DaCruz, Purchasing Director, Parks & Rec Department - (305)-673-7000  
Fax: (305)-673-7725  
Email: [CarlosDaCruz@miamibeachfl.gov](mailto:CarlosDaCruz@miamibeachfl.gov)  
Current Contract: 5 Years with 2 – 1 Year extensions  
Includes: Installation of custom designed banners and pole décor, installation of large tree at City Hall, lighting, beach front décor.

- Town of Palm Beach –  
Paul Brazil, Director of Public Works – (561) 838-5440  
Fax: (561)-835-4691  
Email: [pbrazil@townofpalmbeach.com](mailto:pbrazil@townofpalmbeach.com)  
Current Contract: Pending  
Includes: Installation of 40' Tree, extensive landscape lighting, pole décor.

Bayfront Park Management Trust -

Timothy Schmand, Executive Director - (305) 358-7550

Fax: (305)-358-1211

Email: [TSchmand@miamigov.com](mailto:TSchmand@miamigov.com)

Current Contract: 5 Years

Includes: Installation of a 50' Christmas Tree

City of West Palm Beach -

Raphael Clemente, Acting Director-City of WPB-DDA - (561)833-8873

Fax: (561)-833-5870

Email: [rclemente@westpalmbeachdda.com](mailto:rclemente@westpalmbeachdda.com)

Current Contract: 5 Year

Includes: Lighting & decorating of Christmas tree, extensive landscape  
Lighting, suspended canopy of lights over 4 city blocks - consisting of  
15,000 lights.

*Additional references available upon request.*

e.) NO Litigations.

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000  
**VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

**DBA:**  
**Business Name:** CDI ENTERPRISES LLC

**Receipt #:** 379-14680  
**Business Type:** ALL OTHERS (SALES OF CHRISTMAS DESIGNS, DEC)

**Owner Name:** KEVIN LONG  
**Business Location:** 3124 NW 16 TERR  
 POMPANO BEACH  
**Business Phone:** 954-973-4225

**Business Opened:** 08/30/1985  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                  Seats                  Employees                  Machines                  Professionals

		For Vending Business Only			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
45.00	0.00	0.00	0.00	0.00	0.00	45.00	

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**  
 KEVIN LONG  
 3124 NW 16 TERR  
 POMPANO BEACH, FL 33064

**Receipt #** 03B-12-00012537  
**Paid** 09/09/2013 45.00

**2013 - 2014**



CITY OF RIVIERA BEACH  
600 W BLUE HERON BLVD  
RIVIERA BEACH FL 33404  
Business Tax Receipt  
Certificate of Use

Permit Year October 01, 2013 to September 30, 2014

1750 Australian AVE A 4  
CDI ENTERPRISES LLC

Issued: 09/10/2013  
Vendor: 08682.1  
INSTALLATION SERVICE  
9412-NUMBER OF VEHICLES

CDI ENTERPRISES LLC  
3124 NW 16TH TER  
POMPANO BEACH FL 33064

MUST BE POSTED CONSPICUOUSLY  
AT YOUR PLACE OF BUSINESS



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 1-800-277-1620 x4800      FAX (A/C, No): 727-797-0704 E-MAIL ADDRESS: ADDRESS:	
<b>INSURED</b>  FrankCrum      1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FRANK WINSTON CRUM INSURANCE CO      NAIC# 11800 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 250365</b>	
		<b>REVISION NUMBER:</b>	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP JOG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201400000	1/1/2014	1/1/2015	WC STATU- TORY LIMITS      OTH- ER <input checked="" type="checkbox"/> X E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)  
EFFECTIVE 06/05/2009, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO CDI ENTERPRISES, LLC (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

<b>CERTIFICATE HOLDER</b>  NORTH BAY VILLAGE 1666 KENNEDY CAUSEWAY, SUITE 300 NORTH BAY VILLAGE, FL 33141	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

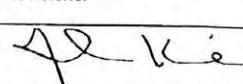
<b>PRODUCER</b> JOHN KIME AGENCY 12832 US HWY #1 JUNO BEACH, FL 33408		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 561-627-1806 FAX (A/C, No): 561-627-9847 E-MAIL ADDRESS: shirleyarr@allstate.com	
<b>INSURED</b> CDI Enterprises, LLC, Long Brothers LLC, Agent #17368 Christmas Designers Inc & Holiday Illuminations 1614 NW 16th Terrace Pompano Beach FL 33064		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Allstate Commercial Insurance NAIC # INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NOW-OWNED AUTOS		648600192	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	Physical Damage		"if any"			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
North Bay Village is additional insured for Automobile liability coverages.

<b>CERTIFICATE HOLDER</b> North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village Florida 33141	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Keyes Coverage Insurance  
5900 Hiatus Road  
Tamarac FL 33321

**INSURED**  
CDI Enterprises Inc., Long Brothers LLC  
Christmas Designers Inc & Holiday Illuminations  
3124 N.W. 16th Terrace  
Pompano Beach FL 33064

**CONTACT NAME:** Suzie B.  
**PHONE (A/C, No, Ext):** 954-724-7000  
**FAX (A/C, No):** 954-724-7024  
**E-MAIL ADDRESS:** suzieb@keyescor.com  
**PRODUCER CUSTOMER ID #:** 12298

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Insurance Co.	20141
INSURER B: Commerce and Industry Ins. Co	19410
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 1245705983      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO. SECT <input checked="" type="checkbox"/> LOC	Y	Y	GL0015467 2	6/1/2014	6/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG BI/PU Ded. claim \$1,000.
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	Y		BE011546889	6/1/2014	6/1/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 Follow form \$ Underlying: GL/AL \$ WC STATUTORY LIMITS OTH-ER \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is included as an additional insured when required by written contract

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Collyer RP*

ACORD 25 (2009/09)      The ACORD name and logo are registered marks of ACORD      © 1988-2009 ACORD CORPORATION. All rights reserved.

*Letter of Transmittal*

July 28<sup>th</sup>, 2014

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

Re: RFP No.: NBV-RFP 2014-02

To Whom It May Concern:

CDI Enterprises LLC is a merged partnership of 2 professional, commercial holiday decorating companies, Christmas Designers, 35+ years and Holiday Illuminations, 25+ years experience in the State of Florida.

CDI Enterprises has performed specified work in the North Bay Village in the past and is very familiar with the locations and areas listed in this RFP. We have visited the sites and feel we have developed the most cost effective and decorative ideas for the North Bay Village.

Our staff lead by Kevin Long (Member) and Leonard Schulz (Member) are; Joe Campbell (Project Manager); Chris LaFave (Project Manager); John Catenaci (Designer) and Dilanie Rodriguez (Executive Assistant) all of whom are qualified and responsible for representing CDI Enterprises. Each member of this team can be reached at our office at 3124 NW 16 Terrace, Pompano Beach, Florida 33064 and through our main switch board at 954-973-4225. Individual cell phone numbers can be provided upon request.

Thank you for the opportunity to quote the North Bay Village on their Holiday Décor for 2015-2019. We look forward to being of service to you.

Sincerely,

*Dilanie Rodriguez*

Dilanie Rodriguez  
*Executive Assistant*

Provide a proposal containing a total price to perform the winter seasonal decorations as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

Option A: Rental & Storage	2014	2015	2016
TOTAL FEE	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00

Option B: Sale & Storage	2014	2015	2016
TOTAL FEE	\$	\$	\$

Taxpayer Identification Number: 80-0186118

BIDDER: CDI Enterprises LLC  
(Company Name)

[Signature]  
(Signature of Authorized Representative)

Dilanie Rodriguez  
(Printed Name and Title)

**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. ~~He~~ She is Executive Assistant of CDI Enterprises, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

*Dilanie*  
Signature (Blue ink only)  
Dilanie Rodriguez  
Print Name  
Executive Assistant  
Title  
7-28-2014  
Date

[Acknowledgment on following page.]



**FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is EXECUTIVE ASSISTANT of CDI ENTERPRISES, LLC the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Dilanie  
Signature (Blue ink only)

Dilanie Rodriguez  
Print Name

Executive Assistant  
Title

7-28-2014  
Date

Witness my hand and official notary seal/stamp at FORLANO BEACH, FL the day and year written above



**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:  
Dilanil Rodriguez - Executive Assistant  
[print individual's name and title]

for CDI Enterprises  
[print name of entity submitting sworn statement]

whose business address is 3124 16th Terrace, Pompano Beach  
Florida 33064

and (if applicable) its Federal Employer Identification Number (FEIN) is  
90-0186118 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature (Blue ink only)

STATE OF FLORIDA )

)

COUNTY OF <sup>BROWARD</sup> MIAMI-DADE )

On this the 28 day of July, 20 14, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) DILANIE RODRIGUEZ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

46

  
\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:



(Name of Notary Public: print, stamp or type as commissioned.)

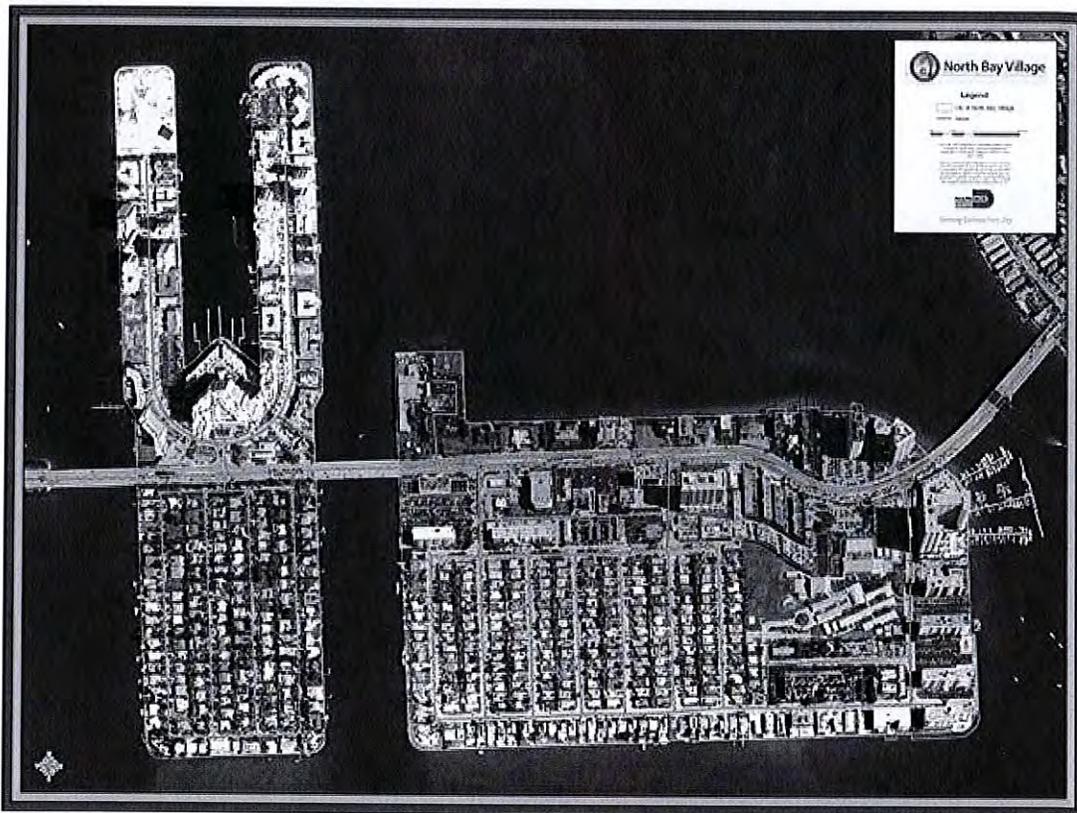
- Personally known to me, or
- Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath

**North Bay Village, Florida**



**REQUEST FOR PROPOSALS  
FOR  
VILLAGE WINTER HOLIDAY DECORATIONS**

**RFP NO. NBV RFP-2014-002**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE JULY 28, 2014, 3:00 P.M.  
North Bay Village, Florida**

## Table of Contents

---

Section 1 Request for Proposals Notice .....	3
Section 2 Introduction/Information .....	6
Section 3 General Conditions .....	7
Section 4 Special Conditions .....	13
Section 5 Technical Specifications/Scope of Services .....	20
Section 6 Consideration for Award/Award Procedures .....	29
Section 7 Requirements of the Proposal .....	32
Section 8 Technical Proposal .....	33
Section 9 Cone of Silence .....	36
Section 10 Qualification Forms .....	39

## SECTION 1 – REQUEST FOR PROPOSALS NOTICE

### NORTH BAY VILLAGE REQUEST FOR PROPOSALS VILLAGE WINTER HOLIDAY DECORATIONS RFP NO. NBV 2014-002

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to install and maintain holiday lights and decorations for the Village's seasonal winter outdoor décor.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before July 28, 2014, no later than 3:00 p.m. local time, at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.

Yvonne P. Hamilton, CMC, Village Clerk

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit Proposal:**

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

Proposal security in the form of cash, cashier's check, or bid bond made payable to North Bay Village in the amount of \$36,500 will be required to be submitted with the Proposal package in a separate marked envelope.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: \_\_\_\_\_  
(Signature) (Date)

Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

Company: (Legal  
Registration) \_\_\_\_\_

**VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

**(The rest of this page is intentionally left blank)**

## **SECTION 2 - INTRODUCTION/INFORMATION**

### **2.1. Purpose**

North Bay Village is requesting proposals from qualified vendors / contractors to install and maintain decorations including lit decorations for the Village's outdoor winter season holiday lighting. North Bay Village is seeking vendors / contractors who will contract to either sell or rent outdoor holiday decorations / lights to the Village. The vendor / contractor must agree to install, remove, store and maintain holiday decorations for the duration of the contract term. Proposals may contain two options for providing services: Option A – Rental and Storage of Decorations and / or Option B – Sale and Storage of Decorations.

### **2.2. Information or Clarification**

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### **2.3. Eligibility:**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity to North Bay Village.

## SECTION 3 – GENERAL CONDITIONS

### 3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### 3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

### 3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on Thursday, July 17, 2014. Responses will be provided by Wednesday July 23, 2014 by 5:00 p.m. Written inquiries shall be sent with the subject line "**Holiday Decorations, RFP No. NBV 2014-002**" to:

Yvonne P. Hamilton, Village Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

### **3.4. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

### **3.5. No Contingent Fees**

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

### **3.6. Independence**

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

### **3.7. No Collusion**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

**3.8. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

**3.9. Legal Requirements**

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

**3.10. Familiarity with Laws and Ordinances**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

**3.11. Advertising**

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

**3.12. Award of Contract**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

**3.13. Execute Contract**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

**3.14. Facilities**

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

**3.15. Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

**3.16. Village's Exclusive Rights**

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;

3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

### **3.17. Addenda**

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

### **3.18. Review of the RFP Documents**

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

### **3.19. Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

### **3.20. Public Records**

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.21. Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be

included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

**3.22. Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

**3.23. Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer's failure to include the affidavit may result in disqualification.

## SECTION IV - SPECIAL CONDITIONS

### **4.1. General Conditions**

RFP General Conditions are included and made a part of this RFP.

### **4.2. Variances**

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

### **4.3. RFP Documents**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **4.4. Proposers' Costs**

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

### **4.5. Proposal Security**

Each Proposal shall be accompanied by a Proposal Security in the amount of Thirty Six Thousand, Five Hundred Dollars (\$36,500.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the Village, and shall furnish a cash bond, letter of credit or performance bond in the amount of \$36,500.00, in a form approved by the Village Attorney covering the faithful performance of the Contract. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered. The Proposal security shall be in the form of cash, cashier's check, or bid bond made payable to North Bay Village. The Village shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the Village Manager, or (4) all Proposals have been rejected.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the Proposal and the award of bid to the qualified Proposer or of the rejection of any or all Proposal(s). Proposal security for the awarded Proposer will be returned following the execution of the Contract.

#### **4.6. Approved Equal Or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

#### **4.7. Contract Period**

The resulting contract will be effective for three (3) years, 2014, 2015 & 2016. North Bay Village has the option to renew the contract under the terms and conditions of the original contract for up to two (2) additional calendar one (1) year periods. (2017 & 2018). Either party may give written notification to the other party no later than April 1, 2016 if they do not wish to renew for the additional year periods (2017 or 2018). The contract and any renewals of the contract are subject to the availability of funds and annual appropriations by the Village Commission. The price of the contract should not exceed \$37,000 for a one year period.

**4.8. Invoices/Payment**

Payments will be made based upon work completed. Payment shall be made by the 15<sup>th</sup> of the month following receipt of the Contractors invoice for the services.

**4.9. Deletion Or Modification Of Services**

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

**4.10. Additional Items**

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**4.11. Independent Contractor**

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.12. Uncontrollable Circumstances ("Force Majeure")**

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **4.13. Insurance**

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

c. Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000.00) each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

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

#### **4.15. Bonds**

The successful bidder shall provide within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or performance bond in an amount equal to Twenty Thousand Dollars (\$36,500) in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

#### **4.16. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at [www.municode.com](http://www.municode.com).

#### **4.17. Contract Administrator**

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

#### **4.18. Contractor Performance Reviews And Ratings**

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contract.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**4.19. Bid Tabulations/Intent To Award**

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

## SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

### 5.1 Scope and Purpose

North Bay Village is requesting proposals from experienced and qualified vendors / contractors to establish a multi-year contract for providing the Village with annual winter season holiday decorations including lit decorations. The successful Contractor shall be responsible for providing these services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 7,500. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30<sup>th</sup>. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation Fund

## 1. SCOPE OF SERVICES

The scope of work includes the furnishing of labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lights as specified below.

- A. Location: North Bay Village, Florida
- B. Design: The Village is open to entertaining decoration proposals that offer a cohesive nondenominational décor theme throughout the Village. Proposal shall include visual depictions of all decorations.
- C. Attachment A – Map of the Village’s existing outdoor electrical outlets depicting their location. The outlets will be 110 Volt, 15 amp circuits.
- D. Installation Schedule: The Contractor shall perform the work in compliance with the following schedule for year 2014 - 2015:
  - 1. Installation period: October 1 - November 17, 2014
  - 2. Lighting Decoration Test date: November 19, 2014
  - 3. Display period: November 28, 2014 – January 12, 2015
  - 4. Equipment removal period: January 12, 2015 – January 30 2015

Lit decorations shall remain on from dusk till dawn, seven (7) days a week.

The installation schedule for subsequent years will be supplied to the Contractor no later than ninety (90) calendar days prior to the beginning of installation period.

- E. Materials: The Contractor shall provide all equipment necessary for installation, maintenance and removal of the display.
- F. Installation of Decorations / Lights: The Contractor shall follow the schedule of installation

- G. Maintenance of Light Display: The Contractor shall maintain the decorations / lights in good working order during the display period. All lights shall be continuously illuminated and fully functional from dusk till dawn. The Contractor shall remedy non-functioning lights and reinstall light strands that have become dislodged, fall or have shifted. Contractor shall be on-call for the duration of the display period for any repairs. Maintenance cost shall be included in your bid. No additional charge will be incurred for services required to keep the display working properly.
- H. Removal of Decorations / Lights: The Contractor shall remove all decorations / lights during the equipment removal period. All trash and debris must be properly disposed of by the Contractor.
- I. Storage of Decorations / Lights: The Contractor shall store all lit and unlit decorations and provide bulb maintenance during the contract period.

## SECTION 6- EVALUATION PROCEDURES

### 6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

- a) The vendor / contractor is independent and licensed to practice in the State of Florida.
- b) The vendor / contractor has no conflict of interest with regard to any other work performed by the vendor / contractor for North Bay Village.
- d) The vendor / contractor has a record of quality work.
- e) The vendor / contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided into the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor / Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor / contractor shall be in good standing with the State of Florida Accounting Board.

Vendor / contractor shall have at least one operating office located within the South Florida area (Miami-Dade, Broward and Palm Beach Counties).

3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points - 30)  
(i.e. the firm's past experience and performance on decorations of comparable size and complexity.)

- b) Creativity of Decorations as per guidelines provided (Maximum Points - 50)  
(i.e., Cohesive & unique design throughout the Village)
- c) Responses of references (Maximum Points - 10)
- d) Cost (Maximum Points - 20)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

## **SECTION 7 - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to July 28, 2014 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SIX (6) COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.THE ABOVE REQUIREMENT TOTALS EIGHT(8) COPIES OF YOUR PROPOSAL.**

## SECTION 8 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which decoration services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

**(This space intentionally left blank)**

Tab 8: List those North Bay Village agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is required.

Tab 11: Proposer please quote your company's rate for providing additional decorations.

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## SECTION 9 – CONE OF SILENCE

### 9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2014-001 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a.any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b.any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d.any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

## **SECTION 10 – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**

**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the winter seasonal decorations as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

Option A: Rental & Storage	2014	2015	2016
<b>TOTAL FEE</b>	\$	\$	\$

Option B: Sale & Storage	2014	2015	2016
<b>TOTAL FEE</b>	\$	\$	\$

**Taxpayer Identification Number:**

\_\_\_\_\_

**BIDDER:**

\_\_\_\_\_

(Company Name)

\_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(Printed Name and Title)

**FORM 2**

**PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Month

Day

Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1.

\_\_\_\_\_

2.

\_\_\_\_\_

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal I.D. No:

**FORM 3**  
**PERSONNEL**

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 6**  
**ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]



**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

\_\_\_\_\_ [print individual's name and title]

for

\_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature (Blue ink only)

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose

name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

---

Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

---

(Name of Notary Public: print, stamp or type as commissioned.

- Personally known to me, or
- Personal identification:  

---

(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath



## NORTH BAY VILLAGE POLICE DEPARTMENT

10F

### NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

**DATE:** August 20, 2014

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

**RECOMMENDED BY STAFF:** Village Manager Frank K. Rollason 

**PRESENTED BY STAFF:** Robert Daniels, Police Chief 

**SUBJECT:** Copier Machine for Police Department

---

#### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving an agreement with Toshiba Business Solutions for leasing a 3055C Copier Machine, under the piggyback purchase provisions, pursuant to Section 36.25(J) of the North Bay Village Code of Ordinances.

#### BACKGROUND:

The lease agreement for the existing copier machine in the Police Department expired on July 31, 2014. The current copier is leased at \$218.16 base rate per month plus \$.0065 cents per black and white copy and \$.04533 cents per color copy. A similar machine to meet our copying capacity will be obtained at a lease price of \$168.85 base rate per month plus \$.0065 per black & white copy and \$.04533 per color copy.

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

**BUDGETARY IMPACT:**

The cost of the new machine is estimated to decrease the copy expense for FY 2015 by \$ 591.72.

Account No. 07.21.521.5570  
Amount: \$168.85 per month

**PERSONNEL IMPACT:**

None

**CONTACT:**

Frank K. Rollason, Village Manager  
Yvonne P. Hamilton, Village Clerk  
Bert Wrains, Finance Director

**Toshiba**

**North Bay Village**

**Police Department**

**Toshiba 3555c Color Copier**

35 ppm color/B&W

**Reversing Document Feeder**

25% to 400% Reduction/Enlargement

Color Scanning

100-Sheet Bypass

Enhanced Standard Secure MFP

**Standard 2 X 550 Sheet Cassettes**

**Inner Finisher**

Fax

**Stand**

36 Month Lease \$ 168.85/month

**Full Maintenance Service**

*All Parts, Labor, Toner & Drum*

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

Submitted by  
Annie Cruz  
305 710 7989

# TOSHIBA

## BUSINESS SOLUTIONS

### FMV LEASE AGREEMENT

# TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

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

#### CUSTOMER CONTACT INFORMATION

Legal Company Name: North Bay Village Fed Tax ID #:

Contact Person: Ana Gonzalez Bill-To Phone: (305) 756-7171 Bill-To Fax:

Billing Address: 1666 79th Causeway City State-Zip: North Bay Village, FL 33141

Equipment Location: (if different from above) City State-Zip:

#### TBS LOCATION

Contact Name: \_\_\_\_\_ Subsidiary Location: \_\_\_\_\_

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
<u>3555 C</u>		
<u>RADF</u>		
<u>Inner Finisher</u>		
<u>fax</u>		
<u>stand</u>		

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

#### LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 36 of \$168.85 (plus applicable taxes) Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options:**  
 You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.  
 1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16  
 3. Return Equipment

Security Deposit: \$ \_\_\_\_\_  Received

Documentation Fee: \$75.00 (included in First Invoice)

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

#### LESSOR ACCEPTANCE

Toshiba Financial Services Signature: X Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### CUSTOMER ACCEPTANCE

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

Name: \_\_\_\_\_ Signature: X Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### PERSONAL GUARANTY

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

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

Print Name of 1st Guarantor \_\_\_\_\_ Signature: X Date: \_\_\_\_\_

Print Name of 2nd Guarantor \_\_\_\_\_ Signature: X Date: \_\_\_\_\_

## TERMS AND CONDITIONS

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

# TOSHIBA

## STATE OF FLORIDA CONTRACT #600-000-11-1

DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC

SEGMENT 3 - COLOR

SPEED: 31 - 40 PAGES PER MINUTE

### TOSHIBA e-STUDIO3555C



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

### SPECIFICATIONS

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

### PRICING

Part Number	Description	Retail	Purchase	Lease (Monthly)			Color CPC	B&W CPC
				24M	36M	48M		
<b>e-STUDIO3555C</b>	<b>35 PPM Color Copier</b>	\$19,256	\$4,320	\$191.38	\$129.86	\$99.10	0.04533	0.00650
MR3025	RADF	\$1,675	\$244	\$10.81	\$7.33	\$5.60	N/A	N/A
KA1640PC	Platen Cover	\$47	\$25	\$1.11	\$0.75	\$0.57	N/A	N/A
MJ1036N	Inner Finisher (eS2555C/3055C/3555C Only)	\$1,760	\$508	\$22.50	\$15.27	\$11.65	N/A	N/A
MJ1107	Console Finisher	\$2,284	\$653	\$28.93	\$19.63	\$14.98	N/A	N/A
MJ1108	Saddlestitch Finisher	\$3,565	\$1,055	\$46.74	\$31.71	\$24.20	N/A	N/A
KN2550	Bridge Kit (Required with MJ1107 and MJ1108)	\$265	\$76	\$3.37	\$2.28	\$1.74	N/A	N/A
MJ6007	Hole Punch for MJ1036N	\$850	\$255	\$11.30	\$7.67	\$5.85	N/A	N/A
MJ6104	Hole Punch (For MJ1107 and MJ1108)	\$893	\$255	\$11.30	\$7.67	\$5.85	N/A	N/A
MJ5006	Job Separator	\$289	\$117	\$5.18	\$3.52	\$2.68	N/A	N/A
KK4550	Work Tray	\$55	\$22	\$0.97	\$0.66	\$0.50	N/A	N/A
KK2550	Accessible Arm	\$74	\$39	\$1.73	\$1.17	\$0.89	N/A	N/A
KD1032N	Paper Feed Pedestal	\$980	\$253	\$11.21	\$7.61	\$5.80	N/A	N/A
MY1039	Paper Drawer (50-Sheet for KD1032N)	\$550	\$142	\$6.29	\$4.27	\$3.26	N/A	N/A
KD1031	Large Capacity Feeder	\$1,225	\$316	\$14.00	\$9.50	\$7.25	N/A	N/A
PWRFLTR-XGPCS15D	NEXT GEN PCS POWER FILTER; 120V-15 AMPS	\$1,218	\$122	\$5.40	\$3.67	\$2.80	N/A	N/A
PD-2	Power Doctor	\$419	\$238	\$10.54	\$7.15	\$5.46	N/A	N/A
PM-15	Power Manager 15Amp	\$272	\$132	\$5.85	\$3.97	\$3.03	N/A	N/A
STAND2550	Stand	\$215	\$115	\$5.09	\$3.46	\$2.64	N/A	N/A
GS1020	External Interface Enabler	\$788	\$351	\$15.55	\$10.55	\$8.05	N/A	N/A
GN1060	Wireless 80211G	\$629	\$329	\$14.57	\$9.89	\$7.55	N/A	N/A
GN3010	Wireless Antenna	\$147	\$77	\$3.41	\$2.31	\$1.77	N/A	N/A
GQ1260	Harness Kit for Coin Controller	\$83	\$43	\$1.90	\$1.29	\$0.99	N/A	N/A
GS1007	Unicode Font Enabler	\$275	\$236	\$10.45	\$7.09	\$5.41	N/A	N/A
GS1010	Metascan Enabler	\$524	\$225	\$9.97	\$6.76	\$5.16	N/A	N/A
GB1440	OP Connector for Microsoft SharePoint (Requires GS1020)	\$495	\$150	\$6.65	\$4.51	\$3.44	N/A	N/A
GB1450	OP Connector for Microsoft Exchange (Requires GS1020)	\$495	\$150	\$6.65	\$4.51	\$3.44	N/A	N/A
GB1540	OPC Connector - Google Docs (Requires GS1020)	\$140	\$124	\$5.49	\$3.73	\$2.84	N/A	N/A
GP1080	IPSEC Enabler	\$799	\$451	\$19.98	\$13.56	\$10.35	N/A	N/A
GB1280V8	Re-Rite Software	\$2,999	\$476	\$21.09	\$14.31	\$10.92	N/A	N/A
RRSSC-1	Certificate, Support for Re-Rite (1 Year)	\$890	\$118	\$5.23	\$3.55	\$2.71	N/A	N/A
ART11236	SmartCard Reader, HID iClass	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART11230	SmartCard Reader, HID Prox	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART12161	SmartCard Reader, Inditag	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART11248	SmartCard Reader, LEGIC	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART12443	SmartCard Reader, Multi ISO/Mifare	\$495	\$270	\$11.96	\$8.12	\$6.19	N/A	N/A
ART11242	SmartCard Reader, Multi125	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
6BC02231846	Universal (Formed) Bracket For Elatec Card Readers	\$15	\$11	\$0.49	\$0.33	\$0.25	N/A	N/A
GD1320NX	Fax Board	\$1,025	\$430	\$19.05	\$12.93	\$9.86	N/A	N/A
GD1260F	2ND Line Fax	\$651	\$270	\$11.96	\$8.12	\$6.19	N/A	N/A
STAPLE600	Staples = MJ1024/1025/1028/1029/1030 (1 box = 2,000 staples x 3)	N/A		\$40			N/A	N/A
STAPLE2000	Staples for MJ1024/1025/1030/1031 per box (50-Sheet Stapling; 1 box = 5,000 st x 3)	N/A		\$95			N/A	N/A
STAPLE2400	Staples = MJ1101, MJ1103, MJ1104 (1 box = 5,000 st x 3)	N/A		\$96			N/A	N/A



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** August 27, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

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

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, the Village wishes to enter into a 36-month lease agreement with Toshiba Business Solutions (Contractor) at a monthly rate of \$168.85, which includes annual maintenance; and

**WHEREAS**, the Village and the Contractor have negotiated an agreement wherein the Contractor has agreed to enter into an Agreement for the lease of a digital copier machine; and

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

**WHEREAS**, the Village intends to piggyback the purchase from the State of Florida Contract No. 600-00-11-1.

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

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

**Section 2. Approval of the Agreement.** The Agreement between North Bay Village and Toshiba Business Solutions (the “Agreement”), a copy of which is attached as Exhibit “1,” together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

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

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

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 9th day of September 2014.

---

MAYOR CONNIE LEON-KREPS

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

---

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

North Bay Village Resolution: Toshiba Business Solutions: Copier Machine for Police Department Administrative Office.



## North Bay Village

Administrative Offices

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

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

10G

### RECOMMENDATION MEMORANDUM

**DATE:** August 28, 2014

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

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank Rollason, Village Manager

**PRESENTED BY STAFF:**

Rodney Carrero-Santana, Public Works Director

**SUBJECT:** Florida Department of Transportation (FDOT) Resurfacing, Restoration, and Rehabilitation (RRR) Project Utility Adjustment Agreement, FIN# 431180-1-52-01: SR-934 (NE 79 St. K. Causeway) From East Village City Limits to West Village City Limits

---

### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute an agreement for roadway utility adjustment services that are affected by the Florida Department of Transportation (FDOT) Resurfacing, Restoration, and Rehabilitation (RRR) Project, FIN# 431180-1-52-01: SR-934 (NE 79 St. K. Causeway) From East Village City Limits to West Village City Limits.

### BACKGROUND:

FDOT is pursuing a RRR project along SR-934 (NE 79 St. K. Causeway) From East Village City Limits to West Village City Limits. FDOT has been in contact with the Village and coordinating efforts to identify possible conflicts along the project corridor. As part of the effort the Village is required to adjust the utilities that are in the RRR project corridor. The Village staff has coordinated with FDOT, completed the required forms and has identified 46 utilities that require adjustment.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

Therefore, it is recommended that the Village Commission authorize the Manager to enter into an agreement with FDOT for roadway utility adjustment services that are affected by the FDOT RRR project corridor.

**FINANCIAL & BUDGETARY IMPACT:**

Total agreement cost is \$21,560.00. The costs associated with this agreement are eligible for Citizen's Independent Transportation Trust (OCITT) fund re-imbusement.

**PERSONNEL IMPACT:**

The Public Works Director will work with FDOT together to complete this project.

# Exhibit A

Federal Project ID: 6230 025 u

North Bay Village

Joint Participation Agreement

Project No.: FDOT ID: 431180-1-52-01

Location: SR.# 934 NE 79th Street Causeway/J.F.K. Causeway

Quantity	Description (Pay Item #)	Unit Price	Total Price
1	Force Main Valve to be adjusted	\$ 350.00	\$ 350.00
2	Sanitary Valve to be adjusted	\$ 350.00	\$ 700.00
29	Water Valve to be adjusted	\$ 350.00	\$ 10,150.00
14	Sanitary Manhole to be adjusted	\$ 600.00	\$ 8,400.00
		Sub total	\$ 19,600.00
		Contingency (10%)	\$ 1,960.00
		<b>Total</b>	<b>\$ 21,560.00</b>

List of Comments

Federal Project ID: 6230 025 u

North Bay Village

Joint Participation Agreement

Based on American Consulting Engineering Group PS&E Progress Project Drawings Set dated 08/20/14.

Project No.: FDOT ID: 431180-1-52-01

Location: SR.# 934 NE 79th Street Causeway/J.F.K. Causeway

2	Water Valve to be adjusted	19	67+90	70.0	RT
3	Water Valve to be adjusted	19	67+90	75.0	RT
6	Water Valve to be adjusted	21	79+70	15.0	RT
10	Water Valve to be adjusted	22	83+10	25.0	RT
11	Water Valve to be adjusted	22	83+35	62.0	RT
12	Water Valve to be adjusted	22	84+55	20.0	RT
13	Water Valve to be adjusted	22	86+10	40.0	RT
15	Water Valve to be adjusted	22	87+69	9.0	RT
17	Water Valve to be adjusted	23	91+40	40.0	RT
19	Water Valve to be adjusted	23	91+96	9.0	RT
20	Water Valve to be adjusted	24	94+54	34.0	LT
21	Water Valve to be adjusted	24	94+58	34.0	LT
22	Water Valve to be adjusted	24	94+64	34.0	LT
24	Water Valve to be adjusted	24	94+73	29.0	LT
25	Water Valve to be adjusted	24	94+40	10.0	RT
26	Water Valve to be adjusted	24	94+49	5.0	RT
27	Water Valve to be adjusted	24	94+53	11.0	RT
30	Water Valve to be adjusted	25	99+65	43.0	RT
33	Water Valve to be adjusted	25	103+70	40.0	RT
34	Water Valve to be adjusted	25	104+30	45.0	LT
37	Water Valve to be adjusted	26	106+74	41.0	LT
38	Water Valve to be adjusted	26	106+78	41.0	LT
39	Water Valve to be adjusted	26	107+40	40.0	RT
41	Water Valve to be adjusted	26	106+76	9.0	RT
42	Water Valve to be adjusted	26	109+27	98.0	RT
43	Water Valve to be adjusted	26	109+28	99.0	RT
44	Water Valve to be adjusted	27	109+81	14.0	LT
45	Water Valve to be adjusted	27	109+81	15.0	LT
46	Water Valve to be adjusted	27	109+82	25.0	LT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
10/04

Financial Project ID: 431180-1-52-01	Federal Project ID: 6230 025 u
County: Miami-Dade	State Road No.: 934
District Document No:	
Utility Agency/Owner (UAO): North Bay Village	

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT," and **North Bay Village**, hereinafter referred to as the "UAO";

**WITNESSETH:**

**WHEREAS**, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

**WHEREAS**, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as NE 79<sup>th</sup> Street Causeway/J.F.Kennedy Causeway, State Road No. 934, hereinafter referred to as the "Project"; and

**WHEREAS**, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

**WHEREAS**, the **FDOT** will perform the Utility Work as part of the Project; and

**WHEREAS**, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Performance of Utility Work**

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

**2. Cost of Utility Work**

- a. The **UAO** will, at least Ten (10) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$ 21,560.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.
- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
10/04

- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

**3. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
  - (4) Pursue any other remedies legally available.
  - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
  - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

**4. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES:**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
10/04

may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** 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 **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES:**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**5. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**6. Miscellaneous**

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
10/04

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Rodney Carrero-Santana, P.E., Director of Public Works
1666 J.F. Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
(305) 756-7171

If to the **FDOT**:


**7. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

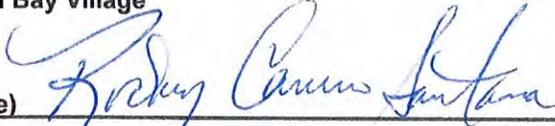
- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
10/04

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: North Bay Village

BY: (Signature) 

DATE: 08/29/14

(Typed Name: Rodney Carrero-Santana, PE)

(Typed Title: Director of Public Works)

---

Recommend Approval by the District Utility Office

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

---

FDOT Legal review

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

District Counsel

---

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

---

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)



## North Bay Village

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

#### North Bay Village

**DATE:** August 27, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY UTILITY ADJUSTMENT SERVICES; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY UTILITY ADJUSTMENT SERVICES; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, The Florida Department of Transportation (FDOT) is pursuing a Resurfacing, Restoration, and Rehabilitation (RRR) Project along State Road-934 along the North East 79<sup>th</sup> Street Causeway from the East Village Limit to the West Village Limit; and

**WHEREAS**, the Village in coordination with FDOT has identified 46 utilities along the project corridor that require adjustment; and

**WHEREAS**, it is recommended that the Village Commission authorize the Village Manager to execute an agreement with FDOT for roadway utility adjustment services that are affected by FDOT RRR project corridor at a lump sum cost of \$21,560.

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

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

**Section 2. Execution of Agreement.** The Village Commission authorizes the Village Manager to enter into an agreement with Florida Department of Transportation for roadway utility adjustment services at a lump sum cost of \$21,560.

**Section 3. Authorization of Expenditure.** The Village Commission authorizes the expenditure of \$21,560 of budgeted funds for roadway utility adjustment services that are affected by FDOT RRR project corridor.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED this 9th day of September 2014.**

\_\_\_\_\_  
Mayor Connie Leon-Kreps

Attest:

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Utility Adjustment for FDOT Resurfacing, Restoration, and Rehabilitation Project.



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** September 9, 2014

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

**RECOMMENDED BY:** Village Manager Frank Rollason 

**PRESENTED BY STAFF:** Village Manager Frank Rollason

**SUBJECT:** Adoption of the North Bay Village Comprehensive Emergency Management Plan (CEMP)

---

#### **RECOMMENDATION:**

It is my recommendation that the Commission adopt the North Bay Village Comprehensive Emergency Management Plan (CEMP) as required by the Florida Statutes, Chapter 252.

#### **BACKGROUND:**

Pursuant to Florida Statutes Chapter 252, the Village began its creation and delivery of a village-wide Comprehensive Emergency Management Plan (CEMP). This CEMP will facilitate the implementation of national based "best practices" policies and procedures into operations and service delivery of the Village to its residents and visitors.

The Village's ability to effectively respond to critical events that potentially disrupt the continuity of government services will be directly enhanced by the aforementioned plan as required by the Florida Statutes, Section 252.38, (1)(2).

In addition to addressing natural and technological hazards, the Village's CEMP plan will enhance the Village's ability to respond to and recover from manmade threats such as those from Weapons of Mass Destruction and other terrorist threats. Most importantly, the CEMP covers all facets of emergency and management and is consistent with the Miami-Dade County CEMP. Therefore, it is recommended that the Commission adopt the attached CEMP for the development and detailed operating procedures for all Village forces charged with responsibility of protecting the public's health and safety from natural and technological disasters.

**FINANCIAL IMPACT:**

None.

**PERSONNEL IMPACT:**

None.



Office of Emergency Management  
9300 NW 41 St  
Miami, FL 33178  
Email: [eoc@miamidade.gov](mailto:eoc@miamidade.gov)  
Phone: 305-468-5400  
Fax: 305-468-5401

July 29, 2014

Frank K. Rollason  
Village Manager  
1666 Kennedy Causeway – Suite 300  
North Bay Village, Florida 33141

Dear Mr. Rollason:

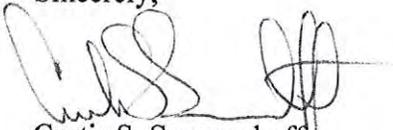
In accordance with the provisions of Rule Chapter 27P-6, Florida Administrative Code (F.A.C.), the Miami-Dade Office of Emergency Management has completed its review of the North Bay Village Comprehensive Emergency Management Plan (CEMP) and has determined that it is compliant with all facets of emergency management standards and is consistent with the Miami-Dade County Comprehensive Emergency Management Plan.

I hope that the comments and discussions provided to you during the review process will assist you in future planning efforts and enhance future CEMP updates. The approved plan should serve North Bay Village and its residents well in time of disaster. We look forward to further collaborative efforts with your city such as joint trainings, exercises, and after action planning activities.

The approved plan must now be adopted by resolution of your governing body in order to be formally recognized as the North Bay Village CEMP.

If you have any questions or need additional information regarding your CEMP's approval please contact Charles Cyrille at (305) 468-5426 or [cyrille@miamidade.gov](mailto:cyrille@miamidade.gov).

Sincerely,



Curtis S. Sommerhoff  
Director

cc:  
Charles Cyrille, Planning Bureau Manager



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### **MEMORANDUM** North Bay Village

**DATE:** August 27, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager   
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ADOPTING THE NORTH BAY VILLAGE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN ("CEMP") WITH PROVISIONS AS STATED HEREIN AND AS MORE PARTICULARLY DESCRIBED IN THE CEMP; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ADOPTING THE NORTH BAY VILLAGE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN ("CEMP") WITH PROVISIONS AS STATED HEREIN AND AS MORE PARTICULARLY DESCRIBED IN THE CEMP; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**

**WHEREAS**, pursuant to this Resolution, North Bay Village desires to implement the Village-wide Comprehensive Emergency Management Plan ("CEMP"); and

**WHEREAS**, § 252.38, (2), Florida Statutes, authorizes and encourages municipalities to create emergency management programs to provide for disaster mitigation, preparedness, response and recovery responsibilities; and

**WHEREAS**, being prepared for disaster means being ready to respond promptly as danger threatens, to save lives and protect property and to provide relief from suffering and deprivation; and

**WHEREAS**, local services may be overburdened or inadequate and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disasters; and

**WHEREAS**, many populated areas and parts of North Bay Village may require evacuation, shelter and food until the disaster ends, services are restored and needed supplies and materials are available; and

**WHEREAS**, this CEMP is intended to provide the framework for the development of detailed operating procedures for all City forces charged with the responsibility of protecting the public's health and safety from natural and technological disasters; and

**WHEREAS**, Chapter 9G-6, State of Florida Administrative Code, requires the governing body of North Bay Village to comply with the standards and requirements applicable to the Miami-Dade County Comprehensive Emergency Management Plan ("Miami-Dade County CEMP") and encourages the Village to follow the suggested format of the Miami-Dade County CEMP; and

**WHEREAS**, Miami-Dade County has reviewed and found the Village's CEMP to be consistent with the Miami-Dade County CEMP; and

**WHEREAS**, the Village’s CEMP directs the Village and the Village departments to develop and maintain a Continuity of Operations Plan ("COOP") to mitigate risks, reduce disruption of operations, protect essential equipment, records and other assets, minimize damage and loss, provide organizational and operational stability, facilitate decision making during an emergency and achieve an orderly recovery.

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

**Section 1.** The recitals and findings found in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

**Section 2.** The North Bay Village Commission adopts the CEMP, attached and incorporated and directs the Village and each Village department to develop a COOP that is compatible with the Village CEMP, to ensure the continued performance of minimum essential functions during wide-range potential emergencies or a situation that might disrupt normal operations.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

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

**FINAL VOTE AT ADOPTION**

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

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

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

# **North Bay Village Municipal Comprehensive Emergency Management Plan**



**North Bay Village  
Municipal Comprehensive Emergency Management Plan  
Prepared by the  
North Bay Village Police Department**

**May 29, 2014**

06/02/2014

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**TABLE OF CONTENTS**

	<b>Page</b>
<b>POMULGATION LETTER</b> .....	5
<b>MCEMP DISTRIBUTION LIST</b> .....	6
<b>MCEMP BASIC PLAN</b> .....	7
<b>I. INTRODUCTION</b> .....	7
A. Purpose.....	8
B. Scope.....	9
C. Methodology.....	10
<b>II. SITUATION</b> .....	11-13
A. Hazard Analysis.....	11-13
B. Geographic/Demographic/Economic Information.....	11-13
C. Emergency Management Support facilities..... (Operations & Maintenance Facility)	13
<b>III. CONCEPT OF OPERATIONS</b> .....	13
A. Organization .....	13-14
B. Responsibilities .....	16
C. Preparedness Activities/Assistance .....	17
D. Activation and Authorization .....	18
E. Incident Management System (NIMS) .....	20-23
F. Response .....	23-24
G. Communications.....	24-25
H. Mutual Aid Agreements.....	25
<b>IV. RECOVERY ACTIVITIES</b> .....	25
A. Introduction.....	25
B. Responsibilities.....	26
C. Recovery Functions .....	26-28
D. Damage Assessment Activities.....	28
E. Debris Management.....	30
F. Disaster Assistance.....	31
G. After Action Report.....	32

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**V. MITIGATION ACTIVITIES .....32**

A. Introduction .....32

B. Responsibilities .....33

C. Mitigation Programs/Activities .....33

**VI. FINANCIAL MANAGEMENT.....34**

A. Introduction.....34

B. Responsibilities.....34

**VII. REFERENCES AND AUTHORITIES .....35**

A. State of Florida Requirements .....35

B. Policies .....35

C. Authorities .....36

**ANNEX I. COMMUNICATIONS.....36**

A. Introduction .....36

B. Communications System .....36

C. General Operations .....37-38

**ANNEX II. MASS CARE .....38**

A. Introduction .....38

B. Responsibilities .....39

C. General Operations (Evacuation, Shelters, Special Needs, & POD).....39-40

**ANNEX III. DEBRIS MANAGEMENT .....40**

A. Introduction .....40

B. Responsibilities .....41

C. Debris Management Plan .....41-42

D. General Debris Operating Strategy..... 42

E. Debris Operations Check List .....43-44

**APPENDIX I. HURRICANES & SEVERE WEATHER .....44**

A. Introduction .....44

B. General Information .....45-47

C. Responsibilities .....47

D. Preparedness Activities .....49-51

E. Response Activities .....51-55

F. Recovery Activities .....55-61

G. Mitigation Activities .....61

H. Search and Rescue/Assessment/Debris Map .....62

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

I. Demobilization .....62

**APPENDIX II. HAZARDOUS MATERIALS .....62**

A. Introduction .....62  
B. General Information .....62  
C. Responsibilities .....63  
D. Preparedness Activities .....64  
E. Response Activities.....65-69  
F. Recovery Activities .....70-71

**APPENDIX III. TERRORISM .....71**

A. Introduction .....71  
B. General Information .....72-76  
C. Responsibilities .....76-78  
D. Preparedness Activities .....78  
E. Response Activities .....78-80  
F. Recovery Activities .....81

**APPENDIX IV. DISEASE/PANDEMIC INFLUENZA.....82**

A. Introduction .....82  
B. General Information .....82-83  
C. Responsibilities .....83  
D. Preparedness Activities .....84

**PROMULGATION LETTER**

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Our citizens rely on government to respond with needed assistance whenever a local disaster strikes. The role of each Village Department and each employee is to assist the village in minimizing the impact of a disaster.

As the Mayor of North Bay Village, I am charged with the responsibility to declare a state of emergency when disaster strikes. As well as, prior to and during a pending disaster such as a hurricane. The task of protecting the village and restoring critical infrastructure and services is most difficult without a workable plan.

I endorse this plan as the framework and guide for the preparedness, response, recovery, and mitigation of a local disaster. It is my sincere hope that we will never have to use this comprehensive plan, but as history has proven disasters can and do occur at any time and any place. I charge each village employee and Department to be prepared, to periodically review this plan, and to take this responsibility seriously. I have every confidence that, if needed, each village employee will respond as a true professional and as a village we will do the best we can for our citizens.

Sincerely,

Mayor, North Bay Village

**MCEMP DISTRIBUTION LIST**

**Village Manager**  
**Village Deputy Manager**  
**Mayor**  
**Vice-Mayor**  
**Commissioners**  
**Village Clerk**  
**Deputy Village Clerk**  
**Chief of Police**  
**Police Lieutenants**  
**Police Sergeants**  
**Public Works Director**  
**Human Resources Director**  
**Finance Director**

**For North Bay Village, Florida**

**BASIC PLAN**

**I. INTRODUCTION**

North Bay Village is vulnerable to a variety of hazards that may threaten our population, infrastructure, and environment. This Municipal Comprehensive Emergency Management Plan (MCEMP) establishes the framework, guidelines, management structure and resources available to ensure North Bay Village is prepared to deal with these hazards and emergencies. The emergency management structure in Florida is guided by Florida Statute Chapter 252 which utilizes an organizational structure with four levels of intervention (local, county, state, and federal). The lowest level of government (in this case the Village) shall have the initial responsibility for disaster response and relief, attempting to mitigate the hazard. Requests for assistance from the next level of government will be made when the magnitude of the disaster exceeds local resources. An emergency plan examines potential emergencies and disasters based on the risks posed by likely hazards, develops and implements programs aimed toward reducing the impact of these events on a community, prepares for risks that cannot be eliminated, prescribes the actions required to deal with the consequences, and incorporates the National Incident Management System (NIMS) in managing and mitigating the emergency.

The MCEMP for North Bay Village is an all hazard plan that is intended to conform to Miami Dade County's Comprehensive Emergency Management Plan as well as the State of Florida and Federal Response Plans. This plan emphasizes action within the four phases of the Emergency Management cycle: **Preparedness, Response, Recovery, and Mitigation**. The MCEMP is divided into the Basic Plan with seven sub sections and three annexes including Communications, Mass Care, and Debris Management. There are four appendices with additional guidelines for Hurricanes and Severe Weather, Hazardous Materials, Terrorism, and Pandemic Influenza. The following describes each section.

**The Basic Plan** outlines the general purpose, scope and methodology of the MCEMP, provides a hazard analysis of potential risks as well as provides geographic, demographic, and economic information related to the community. The plan also outlines the concept of operations including preparedness activities, responsibilities, organization and incident management structures, response, communications, resource management, recovery functions and both pre/post mitigation activities. In addition, the plan covers financial responsibilities, references and authorities.

**Annex I. Communications-** This annex outlines the communication systems that are used by North Bay Village on a daily basis and during a disaster.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

This communication system includes the 800 MHz radio system used for normal radio communications by the police department, back-up systems, alternate methods for communications and methods to alert the public. Included are also procedures for radio use, potential problem areas, and other agencies that may be used for communication support during a disaster.

**Annex II. Mass Care** - This annex addresses a number of issues and responsibilities that may need to be addressed and implemented prior to, during, and post disaster such as; communications, evacuation, sheltering, special needs, food, water, first aid and welfare information, and other mass care assistance.

**Annex III. Debris Management-** This annex addresses most aspects of debris management and focuses on how to adequately manage debris removal following a disaster as well as basic requirements for reimbursement.

**Appendices I. Hurricane and Severe Weather-** This appendix outlines general hurricane and associated severe weather, their potential for damage, and guidelines for Village government to effectively manage an incident. Included are general operating guidelines from a preparedness phase through the recovery phase.

**Appendices II. Hazardous Materials-** This appendix identifies types of hazardous materials and outlines basic guidelines and available resources used in managing an incident.

**Appendices III. Terrorism-** This appendix defines terrorism, identifies the different types and methods of terrorism used, defines the alert levels, and identifies methods for handling these types of incidents. In many cases these types of incidents will be managed as a hazardous material incident, however many local and federal agencies will become involved.

**Appendices IV. Pandemic Influenza-** This appendix identifies a pandemic epidemic and outlines the general guidelines and resources needed in mitigation.

The MCEMP is both a planning and an operations-based document that provides guidance for all aspects of emergency management including preparedness, mitigation functions, evacuation procedures, emergency response activities, public information, resource management, mutual aid, damage assessment, and recovery operations.

#### **A. Purpose**

The MCEMP for the Village establishes a framework for an effective system of comprehensive emergency operations and management for the purpose of: reducing the loss of life, injury, and property damage and loss from the natural or man-made emergencies.

1. Preparing for prompt and efficient response activities to protect lives and property impacted by emergencies.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

2. Responding to emergencies with the effective use of all relevant plans and appropriate resources.
3. Providing for the rapid and orderly implementation of recovery operations.
4. Assisting in awareness, education, prevention, and mitigation of emergencies

**B. Scope**

The MCEMP establishes the basic policies and strategies for a comprehensive all hazard program of North Bay Village that works in conjunction with local resources, the Miami-Dade County CEMP, and the State of Florida Comprehensive Emergency Management Plan.

1. The following are the priorities of the MCEMP.
  - Protection of citizens
  - Preservation and protection of property
  - Providing for the needs of survivors
  - Preserving or restoring government
  - Restoring essential services
  - Providing public information
2. The plan is applicable to minor, major, or catastrophic disasters. It is flexible and expandable depending on the emergency. Any part or section of the plan may be used separately if required by the situation.
3. The plan establishes the procedures to coordinate with local, regional, state, and federal emergency management agencies, organizations, and programs.
4. The plan utilizes the National Incident Management System (NIMS) that provides for a standardized incident management system for managing emergencies that is flexible enough to apply to all phases of an incident regardless of the size, location, or complexity.
5. The plan brings local, county, state, and federal resources together in a unified approach to disaster management.
6. The plan establishes an effective format for emergency management by identifying the hazards within the village, determining the vulnerability to various types of hazards, and addressing the hazards so appropriate preparedness, mitigation, and planning steps can be made.
7. This plan addresses the four phases of emergency management.

**Preparedness-** Preparedness is any action taken in advance of an emergency to develop, support, and enhance the operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation. Community hazards and needs should be identified and addressed prior to an emergency.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Preparedness includes plans, preparations, and training of personnel and citizens prior to an event in an effort to save lives and property.

**Response-** Response is any action taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery. The response phase includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the emergency.

**Recovery-** Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Long-term recovery includes restoring life to a normal or improved State as existed prior to the incident. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. Included is the rebuilding of communities and the restoration of services so that individuals, businesses, and government can function on their own, return to normal life, and protect against future hazards.

**Mitigation-** Mitigation is any activity or action taken to eliminate or reduce the degree of long-term risk to human life and property from natural, technological, and human-caused hazards or disasters. This phase involves identifying preventative and/or corrective measures to reduce injury or loss of life and property damage from disasters. This phase should be considered before a disaster occurs and coordinated with the Local Mitigation Strategy.

### C. Methodology

- i. This comprehensive all hazard plan was developed in conjunction with the Miami-Dade County Comprehensive Emergency Management Plan (CEMP), the State of Florida Comprehensive Emergency Plan, the National Response Plan, the Department of Homeland Security, the National Incident Management System (NIMS).
- ii. The North Bay Village Manager is the Emergency Management Coordinator and is responsible for maintaining this plan.
- iii. All Village Departments are to have plans that support the MCEMP.
- iv. Each department is responsible to ensure that all employees are familiar with the contents and responsibilities of this plan.
- v. Suggestions for changes to the plan by departments must be submitted to the Village Manager by April 1<sup>st</sup> of each year.
- vi. An electronic copy is available on the North Bay Village website under the section Police Department.
- vii. A MCEMP distribution list can be found in the front of this document.

## II. SITUATION

This section of the MCEMP analyzes the hazard potential, geographic characteristics, economic profiles and demographics of North Bay Village.

### A. Hazards Analysis

This section outlines the man-made and natural hazards that the village is vulnerable to.

1. **Hurricanes/Severe Weather:** As a general hazard, hurricanes (tropical cyclones) and related weather have historically caused extensive damage in the State of Florida from wind, flooding, storm surge, and tornadoes. There are on average, 6 Atlantic hurricanes each year; more can be expected during an active year. A hurricane (winds in excess of 74 MPH) or tropical storm (winds in excess 39 MPH) usually has a regional impact affecting thousands of lives and causing considerable damage to homes, businesses, property, utilities and infrastructure, and a significant economic impact on communities and their residents. A large amount of resources, time, and financial support are required to evacuate, stabilize, and restore an area after a major storm. The following are weather related hazards that may be related to a hurricane, tropical storm, or other weather related hazards:

- **Wind-** Wind ranks second behind storm surge, among the lethal components of a hurricane destructive force, yet affects far more people due to the regional impact. High winds will impact inland as well as coastal areas causing problems; such as structural failure, damage from wind blown debris, transportation and evacuation issues, and other related problems. Hurricane force winds are those in excess of 74 MPH with gusts to over 200 MPH. Gale force winds can extend up to 200 miles on the front side of a storm. Plans must be made for hazards from fallen trees, blocked roadways, power outages, debris, and building materials in and around structures under construction.
- **Flooding-** Flooding may be due to thunderstorms passing through the area dropping a considerable amount of rain or related to heavy rains from a low moving tropical storm or hurricane. Several areas in the Village may be prone to flash flooding due to low land elevations. During the time it takes a storm to pass; an average of 5-10 inches of rain may fall. Nationally, flash floods are the number one cause of weather related deaths.
- **Storm Surge-** Storm surge is considered the most destructive of the forces related to hurricanes and could present a major hazard in South Florida coastal communities from the force and associated flooding. Storm surge is the result of wind driven water impacting the continental shelf and building up large waves of water reaching heights up to 15-20 feet as it reaches the coast. Severe damage to any structure in the path can be expected as well as extensive sea wall damage. Storm surge will also have an effect on the Intracoastal

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Waterway and adjoining property, backing up tidal waters and resulting in extremely high tides and possible flooding.

- **Tornadoes-** Tornadoes are described as violent rotating columns of air (100-300 MPH) extending from a thunderstorm to the ground. This type of phenomenon will be associated with a thunderstorm or may form during a hurricane. On an average, 800 tornadoes are reported annually in the U.S. Tornadoes can occur anywhere and at any time of the year. While the width of most tornadoes is relatively small (less than 200 feet) violent storms may develop winds to 300 MPH with a diameter of 1 ½ miles. Warning measures for a tornado are limited with hazards related to destructive winds, flying debris, and limited shelters.
  - **Lightning-** Lightning is the most dangerous and frequently encountered weather hazard. It is the second most frequent weather hazard killer in the U.S.
2. **Hazardous Material Incidents:** Persons in North Bay Village may be vulnerable to a variety of hazardous and combustible materials in the event of a spill or release from storage facilities or by air, water, or land transportation. There are several public and private facilities that store and use hazardous materials. There is two fuel stations with underground fuel storage.
  3. **Utility/Critical Infrastructure Disruption:** The disruption of electricity, water, or sewer for any extended period of time can have a major impact on the services provided to the citizens. These outages may occur at any time but are usually associated with weather related problems, fires, or other man-made accidents. Power outages could impact communications, electronics, and water and sewer systems, however most critical functions are backed up by generator power in the event of power failure.
  4. **Fires/Explosions:** Major fires or explosions impacting facilities, hazardous materials, transport vehicles, and involving large numbers of people or casualties will create a hazard for the Village.
  5. **Terrorism:** Terrorism is the unlawful use or threatened use of force or violence by a group or individual committed to intimidating or coercing a government, citizen population, in furtherance of a political or social objective. The real or threat of destruction from a terrorist may utilize a variety of methods to reap chaos. Methods may include chemical dispersion such as sarin, attacking or exploding nuclear facilities or radioactive devices, spreading biological agents such as anthrax or small pox, or detonating explosive devices such as a pipe or car bomb. Targets may be equipment, vehicles, citizens, public activities, special events, infrastructure, emergency workers, or a host of others. While North Bay Village is not a high hazard risk, the hazard potential is here due to the jurisdiction's geographic location near the Port of Miami, the City of Miami and the City of Miami Beach. A high risk to the village is cyber terrorism, which can disrupt and damage the village's computer system.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

6. **Earthquake/Tsunamis:** Although the village is not located over a major fault line, the potential could exist for an earthquake and associated structural damage to the village. Earthquakes, landslides, or other seismic activity could also cause a tsunami, which is a giant wave affecting the coast line. Tsunamis normally affect the Pacific Rim region but could impact our coastline.
  7. **Civil Disorder:** Riots, looting, mass vandalism, and fires may be caused by a variety of social factors. Civil disorders have a high potential for injuries/death and property damage and require a large amount of resources to manage.
  8. **Disease/Pandemic Outbreak:** Disease such as smallpox or the spread of an unknown virus either caused by an act of terrorism or natural causes could cause a hazard to the general public and government operations.
  9. **Special Events:** Special events held in the village, due to the high public profile and large crowds have a high potential for injury/death from accidents, property damage, civil disorder, transportation issues, and a potential site for terrorist activities. These events require a large number of resources and proactive prevention methods. Though seldom held in our village, keep in mind that North Bay Village is a gateway to both Miami and Miami Beach, both have been subject to violent events in the past.
- B. **Geographic/Demographic/Economic Information:** North Bay Village is a residential community. Elevation in North Bay Village is 6 feet above sea level. North Bay Village is in Zone AE. The majority of Village residents are between the ages of 25-44, with a median age of 37.
- C. **Emergency Management Support Facilities**
1. **Police Department Facility-** Utilized as local Emergency Operations Center, (EOC) North Miami Beach Police Department, 16901 N.E. 19<sup>th</sup> Avenue, North Miami Beach, FL 33162.
  2. **Law Enforcement and Communications Facilities-**North Bay Village Police Department, 1841 Galleon Street, North Bay Village, FL 33141.
  3. **Divisional Law Enforcement Facility-** North Miami Beach Police Department, 16901 N.E. 19<sup>th</sup> Avenue, North Miami Beach, FL 33162.

### III. CONCEPT OF OPERATIONS

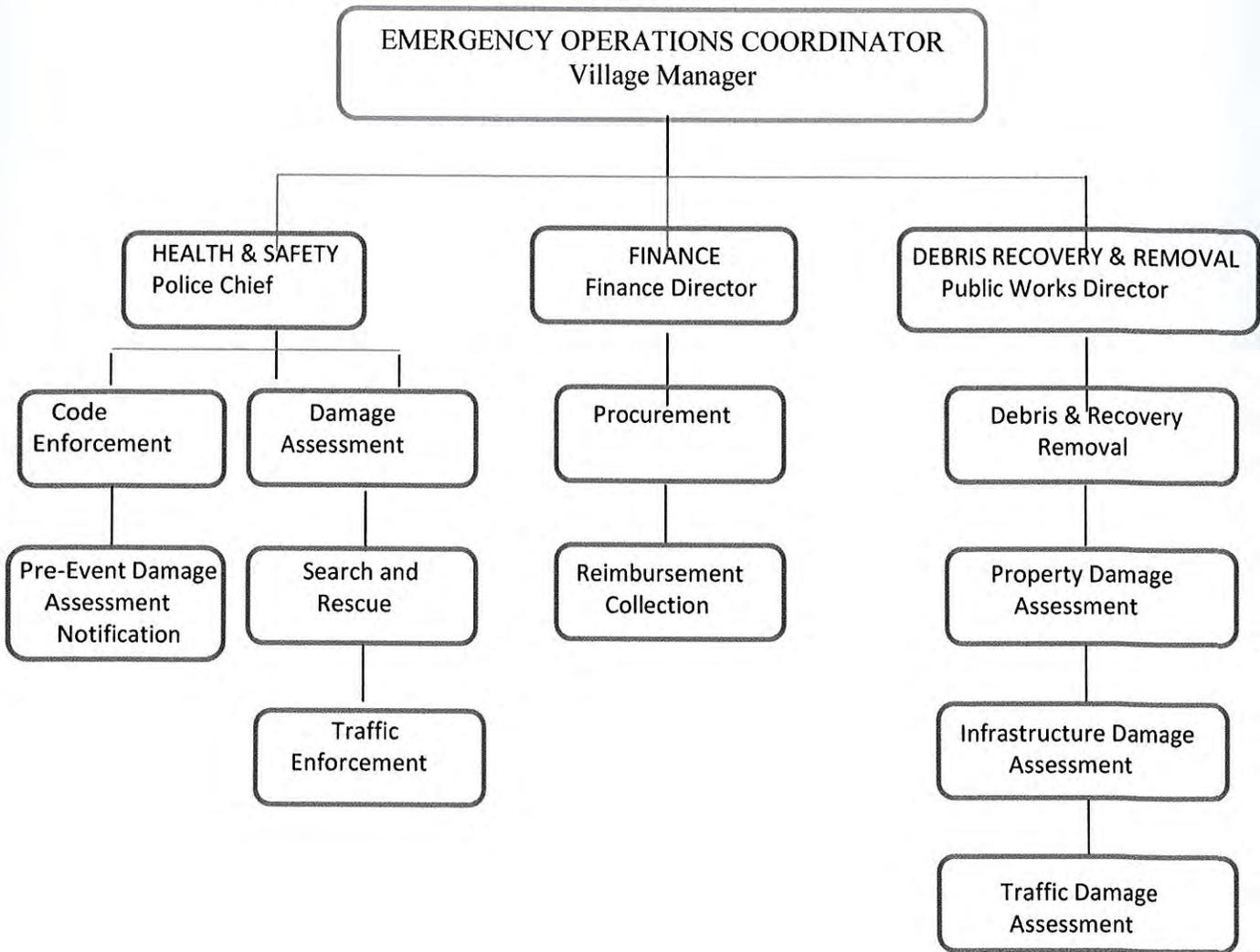
#### A. Organization

North Bay Village operates under a commission-manager form of government. Policy making and legislative authority are vested in the Village Commission, which consists of a mayor and four council members. The Village Commission is responsible for determining policy, passing ordinances, adopting the annual budget, appointing committees, and hiring the Village Manager, Village Clerk and Village Attorney. The

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Village Manager is the Chief Executive Officer for the Village and is charged with carrying out the policies of the Village Commission and managing day-to-day operations. The day to day management structure and line of authority North Bay Village is illustrated by the following organizational chart. Included are organizational charts that are guides to use during a disaster or response phase as well during recovery operations. Command structures follow the National Incident Management System (NIMS). During disaster situations, North Bay Village will coordinate emergency management activities locally or if needed with the Miami-Dade County EOC

**EMERGENCY OPERATIONS ORGANIZATIONAL CHART**



North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**1. Levels of Activation/Assistance**

- a. North Bay Village does not utilize a full time EOC or emergency management staff, but will staff a localized command post for minor disasters at or near the site as directed by the North Miami Beach Divisional EOC.
- b. Under Florida Statutes Chapter 252, each county is to operate an emergency management agency for the purpose of coordinating disaster relief. There are three levels of activation by the County and State Emergency Management agencies, depending on the situation.

**Level 1 - Full Scale Activation** - In a full scale activation, all primary and support agencies under the plan are notified. The Emergency Operations Center will be staffed by Emergency Management personnel and all emergency support functions.

**Level 2 - Partial Activation** - This is limited agency activation. All primary, or lead, Emergency support functions are notified.

**Level 3 - Monitoring Activation** - Level 3 is typically a "monitoring" phase. Notification will be made to those agencies and Emergency Support Functions who would need to take action as part of their everyday responsibilities.

- a. Upon exhausting resources at the County level, requests will be made to the Florida Division of Emergency Management (DEM) through the County.
- b. The State Emergency Operations Center (SEOC) will be activated and staffed by emergency response teams to support local operations. The state has a 24 hour State Warning Point with a single point to disseminate information. The Governor may declare a state of disaster and direct state resources to the area.
- c. When local and state resources are determined to be inadequate, the Governor will request assistance from the Federal Government. When the President of the United States declares an emergency or disaster, the Federal Response is activated enabling FEMA to coordinate the efforts of 27 Federal agencies to assist State and local governments.

**2. Emergency Support Functions at the EOC**

Functional groupings called (ESFs) are being phased out of Emergency Operations Centers at the County and State level and are being replaced with an ICS management structure meeting NIMS requirements. Support efforts/equipment/supplies needed outside the realm of local government will be requested to the State EOC.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**B. Responsibilities**

1. The Village Manager is the Emergency Management Coordinator for the village and is responsible for preparedness activities, establishing the local command center and assisting with directing emergency operations during a disaster, coordinating information with the Miami-Dade County EOC, and assisting with recovery and mitigation activities. Department Directors and critical staff are responsible for preparedness activities and in providing support activities during response and recovery operations, as well as mitigation activities.
2. The Village Manager is the Executive Officer for North Bay Village with responsibility over all operations during the preparedness, response, recovery and mitigation periods. While dependent on state laws, the Village Manager has the ability to establish curfews, direct evacuations, and coordinate with the local health authority to order a quarantine if needed. In addition to providing leadership and setting objectives, the Village Manager provides a key role in communicating to the public and helping the public cope with the consequences of a disaster.
3. During emergency operations, a Unified Command will be established to direct operations with the division/department director responsible for the key operations taking the lead role.
4. The Chief of Police will serve as the liaison with the Miami-Dade County Executive Group as a member of the Security Emergency Preparedness Planning Council (SEPPC) and representative for the Village. The North Bay Village Manager may declare a local disaster. Village Commission members will be kept informed of events and are included in the policy making group.
5. The Mayor of Miami-Dade County is the director of the Executive/Policy Group of the Miami-Dade Operations Center and has the authority to establish policies that direct County EOC operations. Operations will be coordinated with the State EOC. Upon the declaration of a state of disaster by the Executive Officer (Mayor of Miami-Dade County, the Miami-Dade EOC becomes fully operational and activates the Miami-Dade County Disaster Emergency Plan.
6. When resources are exhausted at a county level, requests will be made to the State Division of Emergency Management (DEM). Based on evaluated damage and resources, the Governor may declare a state of emergency, directing state resources. When local and state resources are exhausted, the Governor may request assistance through FEMA requiring a Presidential declaration.

### **C. Preparedness Activities**

Preparedness is any action taken in advance of an emergency to develop, support, and enhance the operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation. Community hazards and needs should be identified and addressed prior to an emergency. Preparedness includes plans, preparations, and training of personnel and citizens prior to an event in an effort to save lives and property.

#### **1. General**

- a. The Village Manager will assist in coordinating overall preparedness plans for the Village.
- b. The Chief of Police is responsible for the development and maintenance of the MCEMP (Municipal Comprehensive Emergency Management Plan).
- c. The Village Clerk and Finance departments are responsible for preservation of records/documents for the continuation of government functions in the event of a disaster.
- d. Purchasing and Procurement is responsible for maintaining supplies in readiness and facility readiness.
- e. Each department director is responsible for preparedness activities for his/her department.
- f. Persons with special needs during a disaster should be registered with Miami-Dade County EOC.

#### **2. Public Awareness**

Public and employee education regarding disasters is disseminated in a variety of methods. These include but are not limited to the following:

- a. Brochures related to hurricane planning and preparedness.
- b. Information placed on the Miami-Dade County website.
- c. Information given out through promotions and programs offered by Village Departments.
- d. Information offered through Miami-Dade County Emergency Preparedness Division such as Evacuation Routes, Disaster Preparedness Guide, Re- Entry Program and others.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- e. Information during a disaster such as evacuation routes, time frames, shelters, Disaster Recovery services, FEMA assistance, etc., is communicated by Miami-Dade County Emergency Preparedness through the news media.
- f. E-mail and fax information regarding weather and elevated terror alerts.
- g. Telephone messages through the 9-1-1 Dispatch Center.
- h. Information will be disseminated to the public prior to and during recovery phases of a disaster through a published Village phone number.

### **3. Training**

A variety of training is available and completed annually to assist personnel in the event of a disaster.

- Annual hurricane exercise.
- WMD/ICS multi department exercise.
- Annual employee training on hurricane preparedness.
- Departmental Review of Emergency Operations Plan.
- Annual Haz-com training.
- Individual FEMA training by departments.
- Seminars and on-line FEMA courses on hurricane preparedness, debris management, recovery operations, WMD, Incident Command, and Haz-mat.
- NIMS training for emergency response and management personnel

### **D. Activation/Authorization**

This MCEMP should be initiated during situations that require a response beyond the scope of normal emergency operations. Consider this plan to be in effect based on the following:

1. On the order of the North Bay Village Manager, provided the existence or threat of a local emergency is proclaimed in accordance with the Village Charter.
2. When the County Executive (Mayor) has proclaimed a state of emergency in Miami-Dade County.
3. At the direction of the Village Manager or his/her representative in response to a major emergency.
4. When the Governor has proclaimed a state of emergency in an area that Includes Miami-Dade County.
5. By a Presidential declaration of a national disaster or emergency.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

6. Automatically on the proclamation of a state of war, the receipt of an attack warning or the observation of a nuclear detonation.
7. Portions of this plan may be activated on a smaller scale, at the direction of the incident commander, for an emergency involving multiple departments or agencies.
8. Emergency Proclamations:
  - **Village State of Emergency-** The Manager may proclaim a local state of emergency in North Bay Village. A local emergency is proclaimed when a disaster or possible disaster threatens people and property in North Bay Village. A Command Post (CP) or local Emergency Operations Center (EOC) will be activated whenever a local emergency is proclaimed. The proclamation of a local emergency provides legal authority to:
    1. Request, if needed, that the County Executive (Mayor) declare a state of emergency.
    2. Issue orders and regulations to protect life and property, including curfew orders.
    3. Request mutual aid from other cities and the county.
    4. Require the emergency services of any local official or Village worker.
    5. Requisition necessary personnel and materials from Village Departments.
    6. Obtain vital supplies and equipment and, if required immediately, to commandeer the same for public use.
    7. Impose penalties for violations of lawful orders.

**County State of Emergency.**

The Mayor of Miami –Dade County, as County Executive, may proclaim a state of emergency when disaster conditions occur that impacts the entire county. A county state of emergency may also be declared at the request of a Village in the county. The County Executive (Mayor) must declare a state of emergency and activate the EOC in order to request assistance from the Governor.

**Florida State of Emergency**

At the request of a County Executive, the Governor may declare a state of emergency. The Governor may also declare a state of emergency when local

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

authorities are not able to cope with a disaster. Whenever the Governor declares a state of emergency:

1. Mutual aid may be provided by jurisdictions throughout the state.
2. The Governor can exercise all vested police powers in the disaster area and issue/enforce orders as necessary.
3. The Governor may suspend certain state regulations.

**E. Incident Management System (NIMS)**

No single agency can handle every emergency or disaster alone. As a result of the Homeland Security Presidential Directive-5, the National Incident Management System (NIMS) was developed to provide a comprehensive all risk national approach to incident management that is applicable to all jurisdictions and crosses functional disciplines regardless of the cause, size or complexity. The ICS system used on a local level must have the ability to expand its structure and organization to incorporate assistance and resources at the local, county, state, and federal level. The flexibility applies to all phases of incident management including preparedness, response, recovery and mitigation. NIMS incident management structure is based on the Incident Command System (ICS), which defines the operating structure and management components throughout an incident, the Multi-agency Coordinating System, which includes the management components and organizational structure of supporting entities, and the Public Information System, which includes the process and systems for communication of information to the public.

1. **Incident Command System (ICS)**- ICS is a combination of facilities, equipment, personnel, procedures, and communications operating within a common organized structure for incident management. The ICS system is used to organize field level operations for a broad spectrum of emergencies for small to complex situations and both natural and manmade disasters. The ICS system has a number of components working together that interactively provide the basis for effective operations, which include:
  - Common Terminology
  - Modular Organization
  - Management by Objectives
  - Reliance on an Incident Action Plan
  - Manageable span of control (5-7 units)
  - Pre-designated Incident Mobilization Center Locations and Facilities
  - Comprehensive Resource Management
  - Integrated Communications
  - Establishment and transfer of Command
  - Chain of Command and Unity of Command
  - Unified Command

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Accountability of Resources and Personnel
- Deployment
- Information and Intelligence Management

## 2. ICS Command

**Single Command-** Within a jurisdiction where an incident occurs, where there is no overlap of authority, a single incident commander will manage the incident.

**Unified Command-** Within a single or multiple jurisdictions, where multiple departments/agencies have major responsibility, management of the incident is shared between departments/agencies. In these situations, the department/agency with the most responsibility takes the lead with the other department/agencies assuming a support role or function.

**Area Command-** Established to oversee the management of multiple incidents that are being managed by an ICS organization or of large incidents that cross jurisdictional boundaries.

**Complex-** Established during a major incident which crosses jurisdictional lines or agencies to coordinate activities within an Area Command.

**Multiagency Coordination System-** These include Emergency Operations Centers and assist in coordinating resources, information, policy issues, and strategic coordination.

3. **“Span of Control”-** Span of Control is the number of units one supervisor can manage. The normal span of control is 3-7 units. If the span of control gets too large, this is the reason to expand the ICS system and add another level. An ICS system normally begins small and grows as an incident escalates, except where a large scale emergency develops rapidly.

## 4. General ICS Structure

- a. The ICS system has five functional areas; Command (either a single Incident Commander (IC) or a Unified Commander (UC)) and the General Staff; Operations, Logistics, Planning, and Finance/Administration. Large scale incidents usually require that general staff functions are staffed. Each section has the ability to expand to meet the demands of the situation.

**Command-** The Incident Commander (IC) or Unified Commander (UC) is the individual or joint individuals responsible for the overall incident. Command must be staffed on all incidents. The IC/UC is responsible for all on scene management. If functions are not staffed, the IC is responsible for that responsibility or function. The IC is responsible for developing an action plan reflecting the objectives and strategies, which may need changes as the

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

incident progresses. For small incidents, the plan need not be written. Large scale incidents need a written plan reflecting the policy and needs of all agencies. The IC will base the decision to expand or contract the ICS organization based on three incident priorities:

1. Life Safety- The first priority of the IC/UC is the safety of the emergency workers and the public.
2. Incident stability- The IC/UC is responsible for determining strategy that will minimize the effect the incident has on the surroundings and to maximize the response effort while using resources effectively.
3. Property conservation- The IC/UC is responsible for minimizing the damage to property while achieving the incident objectives.

**Operations-** The operations section, when staffed, is responsible for managing the tactical operations which include all activities toward reducing the immediate hazard, establishing control, and restoring normal operations. Agencies or departments within this section may include Law Enforcement, Fire Department, and Public Works, Electric, Human Services, or functional areas such as Hazardous Materials, EMS, Fire, Rescue, etc.

**Planning-** The planning section, when staffed, is responsible for collecting, evaluating, and disseminating information about the incident and assisting the IC/UC in developing the incident action plan. It is also used to forecast needs for personnel and equipment needs.

**Logistics-** Logistics, when staffed, is responsible for providing all support to the incident which may include food, facilities, transportation, supplies, equipment, maintenance, fuel, etc.

**Finance/Administration-** The Finance/Administration section is staffed when needed and is responsible for cost analysis and other financial responsibilities. Restoring the IT system is under Finance.

**Information/Intelligence-** If staffed provides analysis and sharing of information and intelligence during an incident. Information may involve national security or may include operational information such as risk assessment.

**Command Staff-** The Command Staff is composed of the IC and his immediate staff, which may include an Information Officer, Safety Officer, and Liaison Officer. If the positions are not staffed they are the responsibility of the IC.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**Tactical Operations-** Incident operations can be managed in a variety of ways such as geographically (divisions) or functionally (groups) depending on the size and type of incident, agencies involved, objectives, and strategies. The organization will be built with additional levels added as the span of control is exceeded. Functional areas may include Fire, Rescue, Law Enforcement, Public Works, Utilities, EMS, etc. Tasks may be done by single assigned persons or multiple units.

**Other Functions-** Other functional areas such as communication, resource management (staging) etc. may be assigned by the IC/UC to manage functional areas of responsibilities.

**F. Response**

Response is any action taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery. The response phase includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the emergency.

The response or emergency phase will include activities immediately before, during, and immediately following a disaster. Disaster response should begin as soon as a disaster threatens and should consist of the following areas:

1. Prior to the emergency, preparation for the event will be planned for and actions taken to minimize the event. This will include preparing all Village buildings, personnel, records, infrastructure, utilities, equipment and apparatus.
2. Alert or communicate the hazard to the general public.
3. Evacuation of the general population or getting people out of danger when required.
4. Establish an incident management system (ICS) and site to manage equipment, resources, and tasks for the event. This will be located at a stationary command post and may include the addition of a complex. The structure of the ICS system will be determined by the size of the disaster.
5. Coordinate with the county EOC or outside agencies for resources.
6. When possible take early measures to ensure facilities, equipment, records are secured and protected.
7. Ensure safety of workers.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

8. Mobilizing and positioning equipment and resources.
9. Providing essential services such as fire extinguishment, search and rescue, EMS, security and other law enforcement activities, and other Emergency services.
10. Restoring critical infrastructure such as electricity, water, and sewer.
11. Local responders, government agencies, and private organizations work in a coordinated effort to ensure that actions are taken to protect life and property.
12. Emergency Response
  1. Emergency response will usually include Police/Law Enforcement, Fire/Rescue, EMS, but may include Public Works, other Village staff members or outside resources such as the American Red Cross, Salvation Army, National Guard, U.S. Coast Guard and others.
  2. Generally, emergency response will progress from local, county, state, and federal involvement, based on the severity, scope, and resources available.
  3. The County, State, and the Federal government are prepared to supplement the efforts of the Village when it becomes evident that local resources are unable to cope with the effects of a disaster.
  4. During emergency operations, local resources will first be utilized using mutual aid agreements. Additional requests for resources will be made through Miami-Dade EOC to the State EOC.
  5. Additional Fire/Rescue, EMS, and communication resources are available through the SERP (State Emergency Response Plan).

**G. Communications**

Communications is critical in order to adequately manage an emergency or disaster. This involves emergency crews, local EOC, mutual aid units, as well as relaying information to the public. In many cases during a disaster normal communication avenues fail early. North Bay Village Police Department may use cellular phones and walkie-talkie radio systems as a primary means of radio communications in the event of communication failure.

North Bay Village will coordinate with the Miami-Dade EOC for news briefs and public information announcements. During pre/post disaster conditions, North Bay Village will post a telephone number for residents to call for local information. For

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

additional information related to North Bay Village communication system and disaster communications activities during a disaster see **Annex I Communications**.

#### **H. Mutual Aid Agreements**

The State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements for emergency aid and assistance. The Chief of Emergency Preparedness Division at the State EOC acts as the contact and coordination point for all statewide mutual aid assistance with all requests made through that office. The Emergency Management Coordinator for North Bay Village (Village Manager) will coordinate with Miami-Dade EOC for assistance from outside the immediate area and additional resources or supplies. State agencies will provide resources to local governments through the state Wide Mutual Agreement.

1. The North Bay Village Police Department has Mutual Aid Agreements with the following jurisdictions that may be used, if available.
  - Miami-Dade County Police Department
  - North Miami Police Department
  - North Miami Beach Police Department
  - Miami Shores Police Department
  - El Portal Police Department
  - City of Miami Police Department
  - City of Miami Beach Police Department
2. The Florida Police Chiefs' Association (FPCA) has developed a Statewide Emergency Response Plan (SERP) which divides the state into 8 regional response areas to provide for systematic mobilization, deployment, organization, and management of emergency resources (Fire, EMS, Hazmat, etc). The program will be coordinated through the State Emergency Operations Center (SEOC) and State Fire Marshals Office (SFMO), ESF 4 and 9.

#### **I. Memorandums of Understanding (MOU)/Contracts**

North Bay Village is in the process of acquiring a debris removal contract in accordance with our bidding process procedures. The awarding contract will be for disaster recovery services including debris removal which includes liquid and solid debris.

### **IV. RECOVERY ACTIVITIES**

#### **A. Introduction**

Once the principal threat from a disaster has passed and the primary concern of protecting citizens from harm has been addressed, it is critical to ensure the

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

speedy yet orderly recovery of the community. There is not a clear cut transition from the Response or Emergency Phase to the Recovery Phase. The Recovery Phase is a transition from the command and control, coordination, and resources phase to a more deliberative process of service delivery.

**B. Responsibilities**

The North Bay Village Police Department will be the lead agency in the early stages of recovery operations for the Village. The Police Department will coordinate recovery activities with the Miami-Dade County EOC, the Florida Division of Emergency Management, and FEMA for assistance. As soon as possible, efforts should be made to bring together federal, state, county and local government officials, and the American Red Cross and Salvation Army to coordinate assistance and support work.

1. The Village Manager and IC will be responsible for coordinating all North Bay Village recovery activities.
2. The Police Department will coordinate with Miami-Dade County Fire/Rescue for coordinating Fire/Rescue activities with other outside agencies and in restoring fire/rescue operations.
3. The Police Department is responsible for maintaining security and in restoring law enforcement operations during recovery activities.
4. Public works will be responsible for debris management and infrastructure repair such as water and sewer.
5. Public works will be responsible for infrastructure repair of electric services.
6. The Police Department along with the Code Enforcement Inspector will be responsible for damage assessment and code enforcement issue as well as coordinating post-disaster mitigation activities (LMS).
7. The Finance Department will be responsible for documentation, financial responsibilities, and coordinating all FEMA Public Assistance grants and reimbursements.
8. Public works will be responsible for maintenance and repairs of North Bay Village Park facilities.

**C. Recovery Functions**

Recovery functions include short term operations such as clearing roads, damage assessment, debris removal, infrastructure repair, as well as short term disaster assistance to government, businesses, and citizens, from the County, State, and

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Federal Government. Once the early stage of recovery has brought the community back to a safe and operational level of functioning, long term recovery can begin.

Long term recovery may take several months or as long as several years because it is not only revitalizing homes, but also businesses, public infrastructure, and the community's economy and quality of life. Long term assistance would include assistance in rebuilding facilities. Assistance from FEMA may be available in the form of grants and government loans for public and individual assistance.

**1. Documentation/Reports**

- a. Good documentation must be kept by all departments to adequately provide/document the necessary preventative measures taken, resources and equipment used during/after an event, and damage assessment/recovery information, the information will be compiled and used to inform the North Bay Village officials, Miami-Dade County EOC, the State of Florida, FEMA, and the local media of the services provided, the cost incurred by the Village in providing services, and recovery needed from a declared disaster.
- b. Good documentation and assessment will assist in streamlining the recovery process and increase the potential for FEMA reimbursements. FEMA will use Preliminary Damage Assessments (PDAs) to verify if a disaster exceeds the response capabilities of the State and local governments and if supplemental Federal assistance is needed.
- c. The village will be zoned into areas and outlined on a map that will be useful for search/rescue, debris management, and damage assessment/inspections during the initial Recovery Phase.

**2. Preliminary Damage Assessment (PDA)** - Is a joint venture to document the impact and magnitude of the disaster on individuals, families, businesses, and public property. A summary report of damages to all public facilities and property, an individual summary of all damaged residential property and a report of all damaged business will be developed as soon after the disaster as possible and forwarded to the Finance Director and the Village Manager.

**3. Request for Initial Damage Assessment for Public Assistance** - An initial assessment report will be requested by Miami-Dade County and the State within several days after a disaster in order to estimate the Village/county cost that resulted from the preparation, overtime and additional equipment required, damages, and estimated cost during the recovery phase after a disaster. It is used to determine if there is enough damage in the Village/county to be a declared disaster area. Each department will submit information related to the impact from the storm on their department as soon as possible to the Finance Director and the

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Village Manager to aid in completing the Initial Damage Assessment-Request for Public Assistance. Information required on the form includes:

- Category A (debris removal).
- Category B (protective measures including overtime costs).
- Category C (damage to roads, signs, and bridges).
- Category D (water control).
- Category E (building and equipment).
- Category F (public utilities).
- Category G (parks and recreation).

Other information related to population, village budget information, assessment team members, and incident periods. In addition, village insurance information is required to determine the impact to the Village's budget. (See Damage Assessment: Public Assistance below).

4. **Request for Public Assistance (RFA) Form-** A RFA form will be completed by the Finance Director and sent to the State Division of Emergency Management (DEM) if a disaster declaration has been declared or the potential exists and public assistance for North Bay Village is requested. Reimbursement funding comes from FEMA through the DEM once approved.
5. **Project Worksheets-** As a result of a declared disaster, preparation of project worksheets for the disaster will be supervised by the Finance Director with assistance from department directors and the designated FEMA Public Assistance Coordinator.
  - a. The Finance Director will develop project worksheets from cost associated with debris removal, emergency protective measures taken (overtime, equipment, preventive measures, rental equipment, etc.), and permanent work repairs needed such as roads and bridges, water control, buildings and equipment, utilities, and parks and recreational facilities.
  - b. Reimbursable expenditures will usually be Category A & B but may include Category C-G as identified by the disaster declaration. These project worksheets will identify and document expenditures by the Village for potential FEMA Public Assistance Program reimbursements.

**D. Damage Assessment Activities**

The damage assessment process is essential in determining what happened, what the effects are, which areas were hardest hit, what situations must be given priority and what types of assistance are needed (e.g., local, state, or federal). In the aftermath of a disaster, both public and private non-profit and individual damage assessments must be performed, because of the corresponding types of

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

federal/state assistance available. Each type of assessment is designed to quantify the eligible amounts of damages a community incurred.

**Damage Assessment Team-** A damage assessment team will be assembled by the Village Manager after a disaster to assess the damage to the village. This assessment will include an initial habitability assessment for homes and an assessment of village property and facilities, parks and recreation areas, streets, street signs, etc.

- a. This assessment will be conducted after the preliminary assessment by rescue crews.
- b. For catastrophic damages, a tag system should be used to identify those structures that are habitable (Green), those that need some work but are habitable (Yellow), and those non-habitable (Red).

**Reporting-** A summarized report of all damages and estimated cost will be forwarded to the Village Manager (Emergency Management Coordinator) and the Finance Director by the Damage Assessment Team. This information will be compiled and forwarded to the County/State to determine if a disaster can be declared and for what categories.

1. **Public Assistance-** Public Assistance may be requested to assist with cost associated with debris removal and emergency protective measures. Public damages can include any damage incurred by a structure or facility which is owned by a public or private nonprofit entity. Departments will use FEMA Public Assistance criteria when providing information to the Finance Department and Village Manager. To be eligible for reimbursement, the damages must fall in one of the following seven basic categories:

- **Category A: Debris Clearance-** Includes all storm induced debris on non-federal public roads, including the right-of-way, non-federal public waterways, other public property, and private property when undertaken by local government forces. Costs should also capture debris removal for Federal Aid roads. Cat A can also cover the cost of demolition of public structures if those structures were made unsafe by the disaster.
- **Category B: Emergency Protective Measures-** Includes the cost of providing appropriate emergency measures designed to protect life, safety, property, and health (i.e., barricades, sand bags, safety personnel).
- **Category C: Road System-** Addresses damages to nonfederal roads, bridges, streets, culverts, and traffic control devices.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- **Category D: Water Control Facilities-** Includes cost to repair or replace dikes, dams, drainage channels, irrigation works, and levees.
  - **Category E: Buildings and Equipment-** Eligible damages include costs to repair public buildings and equipment, supplies/inventories that were damaged and transportation systems such as public transit systems.
  - **Category F: Public Utility Systems-** Assistance is available for damaged water systems, landfills, sanitary sewerage systems, storm drainage systems, and light/power facilities.
  - **Category G: Other-** Includes park and recreational facilities, or any other public facility damages that does not reasonably fit in one of the previous six categories.
2. **Categories for Individual Assistance-**The purpose of individual damage assessment is to determine the extent and dollar amount to which individuals and private businesses have been impacted by a disaster. Persons needing assistance from FEMA are required to contact FEMA and register for these grant opportunities and other assistance. The two basic categories of eligible individual damage include:
- **Damage to Homes-** A person whose residence has been damaged due to a disaster may qualify for various forms of disaster assistance. When damage assessors go into the field, they will estimate the degree of damage to the home, evaluate the victim's insurance coverage, estimate the victim's income, and determine the habitability and type of the victim's home.

## E Debris Management

Debris Management is an important part in the Recovery Phase. Following a major natural disaster, emphasis will focus on rapid removal of debris from public rights-of-way to allow emergency personnel and critical personnel back to the village. Included also in debris management may be demolition, sand removal, disaster recovery services, reimbursement assistance, etc. While the majority of debris removal may be the result of a hurricane or severe weather, it may also result from man-made disasters. Debris may be localized and may be taken care of by local resources or wide spread and necessitate a debris management contractor. The Public Works Department will be responsible for coordinating debris management.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**F. Disaster Assistance (FEMA)**

1. **Request for Public Assistance-** As a result of a Presidential declared disaster, FEMA may provide assistance to public entities for damages and costs (Category A-G) associated with a disaster.
  - a. After the damage assessment is completed, the report will be forwarded to the Miami-Dade County EOC. A Request for Public Assistance form will be completed by the Finance Director/Village Manager and sent to the State to be eligible for reimbursement. FEMA will send a Disaster Relief Funding Agreement and assign a number for each declared disaster.
  - b. A meeting will be scheduled in Miami-Dade County to discuss the process. A FEMA representative will be assigned and sent to the village to review damages, documentation, and assist with project worksheets.
  - c. FEMA will assist in writing the project worksheets, however having the information and project worksheets already completed may expedite the process.
  - d. The Finance Director will send out FEMA forms to all departments requesting information to assist in the documentation/ reimbursement process.
  - e. A FEMA coordinator will meet and assist the Village in developing the project worksheets.
2. **Request for Individual Assistance-** As a result of a Presidential declared disaster, FEMA may provide assistance to individual citizens and businesses for hurricane/disaster damages. Citizens must call FEMA to register at 1-800-621-3362. There are a wide variety of assistance programs that are provided for the individual.
  - a. Low interest loans to individuals and businesses for refinancing, repair, rehabilitation, or replacement of damaged property (real and personal).
  - b. Individuals unemployed as a result of a major disaster, and not covered by regular state or private unemployment insurance programs, will be eligible for unemployment benefit.
  - c. Low interest disaster loans are made available to farmers, ranchers and agricultural operators for physical or production losses.
  - d. Temporary housing or housing assistance may be authorized.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- e. Special grants for medical expenses, transportation costs, home repairs, protective measures, and funeral expenses.
- f. Disaster recovery centers established for food coupons, legal assistance, and counseling.

### **G. After Action Report**

A preliminary “After Action Report” will be completed by the Chief of Police as soon as possible after any major disaster in which multiple departments were involved and forwarded to the Village Manager (Emergency Management Coordinator) in order to brief the Village Commission and provide accurate information to the media. Lessons learned and corrective actions will also be pointed out and addressed by Village staff. Based on the magnitude of the event, a final “After Action Report” may be developed.

- Included in the report will be actions the Village took in preparation, when/if the Village Satellite EOC was set up, the number and types of responses, personnel activated, highlights of each department’s activities during the event/disaster and the initial damage report.
- This damage assessment is preliminary at this point, but should give a rough estimate of the amount of damage to the Village. Pictures/addresses of damaged areas will be included in the report.
- Each department should forward the initial information related to their department to the Chief of Police, to be included in the After Action Report.

## **V. MITIGATION ACTIVITIES**

### **A. Introduction**

Mitigation includes those activities, policies, or programs developed and adopted that will reduce, eliminate, or alleviate damage caused by disasters. Proper and coordinated planning is a prerequisite to effective hazard mitigation. The purpose of the mitigation programs is intended to reduce loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster or to prevent future hazards eligible activities for this program may include:

- Property acquisition or relocation.
- Structural and non-structural retrofitting (e.g., elevation, storm shutters and hurricane clips).
- Minor structural hazard control protection (e.g., culverts, floodgates, retention basins).

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Localized flood control projects that are designed to protect critical facilities and are not part of a larger flood control system.
- Protection of utilities.

**B. Responsibilities**

Mitigation activities will be the responsibility of each department; however activities should be coordinated with the Village Manager's office.

**C. Mitigation Programs/Activities**

The Federal Government, through FEMA, makes available several types of hazard mitigation grants to help or eliminate risk to people and property from natural hazards and their effects. Hazard mitigation projects may include disaster repairs and updates related to the immediate declared disaster (usually filed under the 406 Public Assistance Program) or long term improvements and mitigation related to the County's Local Mitigation Strategy (filed under 404 HMGP). Miami-Dade County has adopted a LMS strategy that assesses hazards and prioritizes activities, with Emergency Preparedness taking the lead role.

- **406 Hazard Mitigation Grants** are implemented by FEMA through the Public Assistance Program in conjunction with a Public Assistance Work Project and are disaster repairs and upgrades that are above and beyond the work required to return the facility to its pre-disaster design. These are related to a disaster and are not required to be in the Local Mitigation Strategy.
- **404 Hazard Mitigation Grants (HMGP)** are a separate program operated by FEMA through the State Hazard Mitigation Grant Program. Program funds are capped at a percentage of total disaster funds spent in the State in a given year. In addition, although the applicant submits a Notice of Intent (NOI) to the Florida DCA, project funding comes through the county. Projects submitted on the NOI must also be included in the Miami-Dade County Local Mitigation Strategy (LMS) to be eligible.
- **Pre-Disaster Mitigation (PDM)** is similar to the other mitigation grants although this program's projects compete on a national basis. The PDM program will provide funding for pre-disaster mitigation planning and implementation of cost-effective projects prior to a disaster. It is applied to through Miami-Dade County Emergency Management.
- **Flood Mitigation Assistance (FMA)** is a partnership assistance program to eliminate or reduce the long-term risk of repeatedly flooded structures insured under the National Flood Insurance Program (NFIP). The State coordinating agency is the Florida Division of Emergency Management.

## VI. FINANCIAL MANAGEMENT

### A. Introduction

Financial management after a disaster will present a challenge for a local government. Responsibilities will not only include providing the immediate financial support for equipment, supplies, and staffing, prior to and during a disaster, but will also include identifying costs, documentation, and reimbursement activities with the State and Federal Government. Additional responsibilities also include ensuring that all documentation, records, and information technology (IT) that is needed by North Bay Village has been backed-up and is available for use. A disaster may require that all records, hardware, and information required to run the Village may have to be moved and activities conducted from a remote source for a period of time.

### B. Responsibilities

1. The Finance Department is responsible for the following activities:
  - Ensure all key information and financial activities are backed up on computer system.
  - Ensure that all current financial obligations are met.
  - Ensure all supporting financial documentation, vendors, contracts, invoices, and other required information and files are maintained.
  - Provide for financial support of village personnel, equipment, supplies, and material required during disaster activities.
  - Provide for financial responsibilities for outside contractors used for activities such as debris removal.
  - Provide for the documentation of all costs associated with staffing, equipment, apparatus, and other activities during disaster activities.
  - Ensure damage reports and reimbursement requirements are completed and turned into the State and FEMA.
  - Ensure annual training/familiarization for employees is conducted related to financial management during a disaster.
  - Responsible for the following:
    - Ensuring that all Village files and systems have a back up copy made.
    - Ensure that IT can provide the computer capabilities for the Finance Department to restore the system and provide for the financial responsibilities of the Village .
    - Provide IT support to the command staff during the disaster.
    - Restore the local government IT services.

## VII. REFERENCES AND AUTHORITIES

- A. **State of Florida Requirements-** Chapter 252, Florida Statutes (State Emergency Management Act) mandates the development of the Florida Comprehensive Emergency Management Plan. Each County is required to establish a Emergency Management Agency for coordinating disaster relief efforts in their county and develop a Comprehensive Emergency Management Plan (CEMP).

The Municipal Comprehensive Emergency Management Plan (MCEMP) developed by North Bay Village should conform to all of the standards and requirements applicable to the Miami-Dade CEMP and the State CEMP Plan.

1. North Bay Village's MCEMP should be reviewed by the Miami-Dade County Emergency Management Department periodically to determine compliance.
2. The MCEMP must be approved by the governing body.

### B. Policies

1. The Municipal Comprehensive Emergency Management Plan (MCEMP) shall include guidance for post-disaster recovery operations and hazard mitigation programs that could eliminate or reduce future loss.
2. The Executive Officer (Village Manager) will oversee recovery operations.
3. Recovery operations may include but are not limited to the issuance of emergency building permits, coordination with State and Federal officials, mitigation options in the replacement of damaged or destroyed public facilities or infrastructure, etc.
4. Immediate repair and clean-up needed to protect the public health and safety shall receive the first priority. These may include repairs to potable water, wastewater, restoration of power/electricity, debris removal, stabilization or removal of structures about to collapse, and other hazards.
5. The Village will participate in and prioritize mitigation efforts using the Miami-Dade County Local Mitigation Strategy (LMS).
6. Structures which suffer damage in excess of 50% of their current assessed value will have to meet all current building and code requirements.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

7. Each Village department will have Standard Operating Guidelines or procedures that support the MCEMP.

**C. Authorities**

The following provide authority for conducting disaster emergency operations:

1. Charter of North Bay Village, Florida Mayor and Village Manager-Duties and Powers.
2. Chapter 252, Florida Statutes, Emergency Management.
3. Federal Civil Defense Act of 1950.
4. Public Law 100-707, "Robert T. Stafford Disaster Relief Act of 1988".
5. Public Law-288, "Disaster Relief Act of 1974".
6. 40 and 49 Code of Federal Regulations (CFR), SARA Title III 29 CFR.

**ANNEX I. COMMUNICATIONS**

**A. Introduction**

Effective response to an emergency depends on reliable communications. In an emergency, communication systems may be damaged or overloaded. Having multiple means for communication will help to assure effective response. Emergency communications serve three purposes:

- To direct the response of Village forces.
- To alert and instruct the public.
- To coordinate with the County government.

In a major emergency, it is important to maintain communications between the local EOC, the Village Manager, and the State EOC. All requests for resources outside our local aid agreements should be made through the State EOC.

**B. Communications Systems**

**Police Radio System-** The North Bay Village Police Department uses a common 800 megahertz radio system.

**Telephone-** Regular commercial and cellular telephone services, including fax messages, may be used for emergency communications. If available, Satellite phones may be used during disasters when all other communication services are not available.

**Severe Weather-** The radio and telephone systems are expected to survive a Category 1 or 2 hurricane with only minor damage. Cell phones are expected to fail early.

### C. General Operations

#### 1. Disaster Communications

The Miami-Dade Communications Bureau 9-1-1 Communication Center serves as the twenty four hour warning point for the Village's communications.

- a. The Chief of Police will monitor hurricane activity and keep Village staff informed.
2. **Departmental Communications-** Each department is to maintain its telephones and communication equipment so as to be ready to respond to an emergency at any time. Department heads are to establish departmental policies regarding emergency and disaster communications consistent with the MCEMP.
3. **Emergency Contact List-** Each Department head is to maintain an up-to date emergency contact list with the Village Clerk's office. This list is to include the Department Director and Division personnel who are authorized to initiate emergency operations by the department.
4. **Public Warning System** - In general, public warning messages and instructions are to be issued by the County Emergency Operations Center (EOC). This is especially important during hurricane warnings and similar wide area emergencies where control of public messages are required to avoid confusion. During disaster emergencies where the Miami-Dade County EOC is activated, any public messages are to be released through this agency.

**Emergency Alert System-** The emergency alert system is a nationwide system used to broadcast warnings, information and instructions to the general public. In Miami-Dade County, the emergency alert system will override the cable television system as well as broadcast on commercial radio stations. Locally, the emergency alert system is activated through the County Emergency Operations Center.

**National Oceanographic and Atmospheric Administration (NOAA) Weather Radio-** The local NOAA weather office operates a radio station continuously broadcasting weather information. This radio system has an alert feature for hurricane, tornado and other weather warning information. The local media monitors this system and rebroadcasts weather warnings to the general public.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**Press Conferences-** The County Executive, the Governor or other appropriate official may give instructions to the general public and emergency responders by press conferences or press releases broadcasted on commercial radio and television.

**Dialogic Reverse 9-1-1 System-** A telephone system utilized by Emergency Communications where citizens in a geographical area can be contacted with information.

**Neighborhood Warning-** In some emergency situations it may be necessary to conduct a door-to-door notification process. Any Village resources may be utilized for this work.

**Cable Emergency Alert System-** Gives the Village the ability to alert citizens of emergency messages using Cable TV.

**5. Command Post/EOC Communications**

- a. The Village EOC is equipped to operate on the following communications systems.
  - Village 800 MHz Radio System.
  - Commercial telephone, including fax.
  - US Coast Guard (marine channel 16).
  - Cellular telephones and Satellite phones.

6. **The North Bay Village Police Department 800MHz Radio System** - The department operates a base station that is connected to the Miami-Dade County Communications Bureau through a leased T1 line that are connected to field radio equipment consisting of mobile radios in all marked vehicles and hand-held radios issued to all sworn personnel. Field/Mobile radios are programmed into "talk groups" all channels on the 800 MHz radio systems are encrypted.

**ANNEX II. MASS CARE**

**A. Introduction**

Mass care involves a number of issues and responsibilities that may need to be addressed and implemented prior to, during, and post disaster such as communications, evacuation, sheltering, special needs, food, water, first aid and welfare information, and other mass care assistance. These may be the result of a natural disaster such as a hurricane, terrorism, hazardous materials crisis, or other large scale event. Disaster assistance is expected to be coordinated through "one stop" disaster applications centers, staffed by representatives of all agencies, both public and private that provide assistance.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**B. Responsibilities**

Responsibilities for mass care are a coordinated effort between local government, County, State, and other Federal agencies such as the American Red Cross. Responsibilities for coordinating mass care during and after a disaster will be the Incident Commander or his assigned command staff.

**C. General Operations**

**1. Communications**

- a. Notification and information concerning a disaster or potential disaster to the public will usually be communicated from the Miami-Dade EOC utilizing the local media, unless the emergency is localized.
- b. Village personnel will be notified by the department directors through e-mail or by telephone contact.
- c. Persons with special needs are urged to register with the Miami-Dade EOC.

**2. Evacuation**

- a. **General Population-** North Bay Village is in an evacuation zone. Low lying areas may wish to evacuate early based on wind or flooding expectations. There are no hurricane shelters in the Village. For hurricane projections of marginal impact or landfall, the Village will be evacuated based on predicted damage and life safety issues.

General population evacuation orders and instructions will be issued by the Miami-Dade County Mayor in concert with the Executive Group (SEPPC) and other mayors through the local media.

General evacuation efforts will be coordinated with Miami-Dade EOC. Evacuation orders are mandatory, however people who refuse will not be forced to evacuate. Senior citizens residences and other similar occupancies are to have specific plans in place for evacuation.

All citizens will be instructed to seek shelter inland. If possible seek shelter with friends and family. Shelters will be available staffed by the American Red Cross volunteers. Information concerning the type of shelter (special needs), locations, and instructions will be available from the media, on the internet at the [coj.net](http://coj.net) site, and on electronic bill-boards (if applicable).

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- b. **Special Needs-** Persons with special needs and or transportation needs should register ahead of time with the Miami-Dade County EOC on line or by calling 3-1-1.
  - c. **Localized Evacuation-** For evacuation due to a localized disaster in the Village; instructions will be given to those persons and families affected and temporary sheltering may be provided by the American Red Cross at local hotels.
3. **Shelters-** If a general population evacuation occurs, the Miami-Dade EOC, Health Department and the American Red Cross will assess/coordinate the sheltering and special needs requirements including staffing, transportation, and sheltering.

The bulk of mass care during sheltering and post disaster assistance will come from the American Red Cross and other volunteer organizations. Shelters will be identified by the Miami-Dade EOC prior to the evacuation. Special needs shelters will be opened for those persons with special needs.

Long term sheltering needs will require the assistance from a variety of sources including FEMA, but in most cases the majority of people needing long term assistance should seek other means such as their local insurance before seeking Federal assistance.

4. **Distribution Sites-** Points of Distribution (PODS) may be available for the purpose of receiving and distributing bulk emergency relief supplies such as food, water, and tarps within the first 26-96 hours. These will be drive through sites capable of handling a large number of people quickly.
5. **Comfort Stations-** Comfort stations may be established by volunteer organizations several days after an incident to assist citizens with household supplies or other needs.

### ANNEX III. DEBRIS MANAGEMENT

#### A. Introduction

Debris Management is an important part in the Recovery Phase. Following a major natural disaster, emphasis will focus on rapid removal of debris from public rights-of way to allow emergency personnel and critical personnel back to the Village. Included also in debris management may be demolition, sand removal, disaster recovery services, reimbursement assistance, etc. While the majority of debris removal may be the result of a hurricane or severe weather, it may also result for other man-made disasters. In the past 15 years, the costs associated with debris removal have averaged 15% of all disaster related cost nationally.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**B. Responsibilities**

The Public Works Department will be responsible for coordinating all debris management operations and activities following a disaster. Reimbursement cost and project worksheets will be coordinated with the Finance Director. The Chief of Police and Public Works Director will ensure that a debris contractor and contract are maintained for debris management services.

**C. Debris Management Plan**

**Debris Clearance (Category A)** - Includes all storm induced debris on non-federal public roads, including the right-of-way, non-federal public waterways, other public property, and private property when undertaken by local government forces. Cat-A will also cover the cost of demolition of public structures if those structures were made unsafe by the disaster.

**Planning** - Key roadways, Village right-of-ways, public buildings, and a local debris processing site for debris will be identified. After the storm passes and during the preliminary damage assessment, a determination needs to be made on the type and the estimated amount of debris that will be moved and disposed of. The Village will be sectioned off and mapped into sections. Debris clearance should be managed to ensure that costs established for debris removal and other clean-up with the contractor is eligible for FEMA reimbursement. The unit price contract (cost per cubic yard) should be used when the scope of work is difficult to define and based on estimated quantities.

**Push or Clearing Phase-** The first 72 hours following the return of key personnel, establishing security, and initial assessment, debris removal by the contractor will focus on clearing key roadways and infrastructure for emergency personnel and equipment. This time frame may be 100% reimbursable from FEMA. Based on damage, this phase may not include any pick-up of debris. In some cases, areas outside of the village will need to be cleared.

**Debris Pickup Phase-** A transition will be made from the push or clearing phase to the pick-up phase. After the initial phase of opening up key roadways, a schedule should be established and communicated to the public for curb/street pick-up of debris. A schedule will need to be made to determine the number of times that the contractor will pick up debris. Debris picked up and transported to the local holding site will be segregated and burned/chopped and/or transported to a permanent disposal site.

**Local Collection Site-** A local site for debris collection (TDSR) or staging area for debris should be established. This site should be easily assessable, screened for unapproved waste, and ensured that an elevated inspection station is established and

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

debris monitored. The site or sites also need an environmental permit. In most cases this is a holding site until transfer to a landfill or burn site can be made.

**Monitoring-** Monitoring debris removal and management should follow FEMA guidelines. A Village representative (reduction site/disposal manager) responsible for monitoring debris should be established at the temporary storage and reduction site to determine the quantity of material being hauled and disposed of and to maintain proper documentation. An elevated inspection station should be established with proper records kept (load tickets, unit number, weight, amount) of all debris picked up/deposited and transported.

**Communication-** After the public has been allowed to return to their homes, or the storm has passed; a public announcement should be made to the public on what to do with their debris, the length of time the Village will assist with pick-up services, and the number of times debris will be picked up.

**Financial -** A financial tracking system for Village personnel and equipment used as well as contracted debris removal will need to be established in order to qualify for FEMA reimbursement. FEMA has strict guidelines related to debris removal reimbursement once a disaster has been declared. In addition to other Village financial responsibilities, financial obligations to the contractor must be planned for.

**Documentation-** Documentation meeting FEMA guidelines will be necessary to be eligible for reimbursement. Debris removal and clean-up is eligible for reimbursement under the Public Assistance Program from FEMA if a Presidential Disaster is declared. Based on the type and amount of debris, several methods may be used for determining a cost out method, which should be negotiated with the debris contractor based on recommendations from FEMA.

#### D. General Debris Operations Strategy

In many cases, prior contact with the debris contractor is not possible, however for a potential hurricane impact; contact should be made with the Disaster Recovery Contractor to begin planning for the deployment of services. The Incident Commander or his designee (Public Works Director) is responsible for contacting the Disaster Recovery Contractor to initiate their services which include debris removal, clean up, demolition, and technical assistance. The following are key areas to consider:

1. Develop a strategy and map out debris zones (see attachment) of the Village.
2. Determine method of estimating debris and cost with Debris Contractor.
3. Assess and estimate quantity and mix of debris.
4. Determine temporary transfer site location (TDSR).
5. Good flow of traffic.
6. Inspector tower.
7. Area for segregation of material.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

8. Environmental conditions met.
9. Establish priorities to determine which roads or areas that will be cleared first.
10. Address legal, environmental, and health issues.
11. Inform residents when debris operations will take place in their neighborhoods.
12. Begin to document costs, and coordinate and track personnel and equipment.
13. During the push phase (usually the first 72 hours), debris is usually pushed to the roadside to clear access for emergency vehicles. During this time period debris is typically not hauled to a disposal site.
14. During the pick-up phase, it is advantageous to move the debris either to temporary storage site (TDSR) until it can be transported to a reduction site or landfill for permanent disposal.
15. Debris removal is covered under the Stafford Act. Environmental considerations and legal issues pertaining to State and Federal requirements must be considered for pick up and delivery, demolition, when selecting TDSR site, and for final disposal of debris. Environmental requirements include but are not limited to the Clean Water Act, Endangered Species Act, Coastal Barrier Resource Act (COBRA), NEPA, Resource Conservation and Recovery Act, and Flood Plain and Wetland Protection.

There are basically three types of debris contracts:

**Time and Material-** Flexible for early debris removal and for hot spots, however usually allowed for only first 72 hours.

1. Must be monitored.

**Unit Price-** Usually the method used after the initial 72 hours.

1. Accurate account of quantities transported in cubic yards or ton.
2. Monitored.
3. Trucks measured and numbered.
4. Trucks documented/load tickets.

**Lump Sum-** Usually used for specific areas such as a TDSR site to a landfill or reduction site.

1. Easy to monitor.
2. Must quantify the amount of debris.

#### E. Debris Operations Check List

Prior to the storm contact Debris Contractor. 1 week pre-storm put Debris Contractor on stand-by. Develop/negotiate scope, cost, and Notice to Proceed Agreement. Ensure Debris Project Manager is on scene and reviews procedures. Assess the amount, type of debris, and a cost estimate for debris removal and provide to Public

## North Bay Village, Florida Municipal Comprehensive Emergency Management Plan

Services Facility Director and Finance Officer. Develop guidelines and procedures for the debris project:

- Amount and type of debris.
- TDSR sites.
- Develop pick-up strategy using Zones Map.
- Permits.
- Method of disposing: burning, mulching, dump.
- Determine final destination of debris.
- Tower procedures.
- Separation of material.
- Monitors.
- Measurements of trucks.
- Tickets.
- Loads (how to measure).
- Communication with Project Manager and crews.
- Documentation
- Contact and Coordination of procedures with FEMA representative.
- Develop plan to clear roadways and areas during the initial Push Phase.
- Ensure all loading is done mechanically.
- Ensure all loads are monitored at the site and at the tower.
- Ensure the load tickets and tower records match daily.
- If debris at a gated community is included, ensure right of entry is obtained and FEMA is involved.
- Notify the public of the debris pick up schedule (number of passes) and other related information.
- Determine what roadways are Federal roadways and coordinate debris removal with DOT and/or FEMA.

### **APPENDIX 1. HURRICANES & RELATED SEVERE WEATHER**

#### **A. Introduction**

Hurricanes are devastating powerhouses of wind, rain, and storm surge that impacts a considerable area with fierce winds in excess of 74 miles per hour revolving counter-clockwise around a low atmospheric pressure eye. Hurricanes whip up seas and tides to dangerous levels. In addition, hurricanes inundate low-lying areas with relentless rainfall. This combination of weather will cause severe flooding and wind damage to coastal and inland regions. In addition, tornadoes are commonly associated when storms move inland. The Atlantic hurricane season is defined as June 1<sup>st</sup> - November 30<sup>th</sup>, however storms may occur outside these time frames. North Bay Village is vulnerable from tropical or hurricane force winds and tornadoes associated with a hurricane as well as flooding and storm surge.

## B. General Information

A hurricane is a type of tropical cyclone, which is a generic term for a low pressure system that generally forms in the tropics. The cyclone is accompanied by thunderstorms and, in the Northern Hemisphere, a counterclockwise circulation of winds near the earth's surface. Tropical cyclones are classified as follows:

**Tropical Depression** - An organized system of clouds and thunderstorms with a defined surface circulation and maximum sustained winds of 38 mph (33 knt) or less.

**Tropical Storm** - An organized system of strong thunderstorms with a defined surface circulation and maximum sustained winds of 39-73 mph (34-63 knt).

**Hurricane** - An intense tropical weather system of strong thunderstorms with a well-defined surface circulation and maximum sustained winds of 74 mph (64 knt) or higher.

Hurricanes are categorized according to the strength of their winds. A Category 1 storm has the lowest wind speeds, while a Category 5 hurricane has the strongest. These are relative terms, because lower category storms can sometimes inflict greater damage than higher category storms, depending on where they strike and the particular hazards they bring. In fact, tropical storms can also produce significant damage and loss of life, mainly due to flooding.

1. **Wind-** Hurricane winds are defined as those more than 74 mph and hurricane gusts can reach more than 200 mph as far out as 20 to 30 miles from the eye.

Winds move in a counterclockwise direction with the greatest winds usually on the right front quadrant. Gale or tropical force winds (39-73 mph) of the hurricane can extend 200 miles or more on the "front-side" of the storm and trail hundreds of miles on the "back-side." Threats from hurricane force winds are flying debris, structural collapse, and the potential formation of tornadoes. 70% of all land-falling hurricanes spawn tornadoes

**\*Sustained winds** - A 1-minute average wind measured at about 33 ft (10 meters) above the surface. **\*\* 1 knot (knt)** = 1 nautical mile per hour or 1.15 statute miles per hour. The effects of the wind on a structure are not linear (1-1 relationship), but increases by the square. An increase of 10 MPH creates a significant increase in force.

2. **Storm Surge-** Storm surge is a large dome or mound of water created by the force of the wind blowing across the water, the low atmospheric pressure in or near the eye, and the slope of the continental shelf. Surge heights peak as the hurricane reaches shallow water, wind is at a maximum, and the storm makes

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

landfall. Tidal levels also have a significant impact on the amount and level of the storm surge. Maximum storm surge usually occurs to the right front quadrant area of the storm, near the point of maximum winds, with the greatest flooding impact from storm surge north of the eye. Storm surge may raise the ocean 15-20 feet or more above main sea level at the coastline, causing severe coastal and inland flooding in addition to damage from coastal wave action. Drowning from storm surge and flooding is the leading cause of hurricane related deaths. Elevations at the beach vary from 4-20 feet above sea level.

The following is a schedule for a worst case storm surge for Biscayne Bay.

- Cat 1- 11 feet
  - Cat 2- 14 feet
  - Cat 3- 17 feet
  - Cat 4- 21 feet
  - Cat 5- 24 feet
3. **Rain/Flooding-** Heavy rains accompanying a hurricane and tropical storm contribute significantly to flooding throughout affected regions. Typical hurricanes produce 6-12 inches of rainfall to the affected area which often come in bands. Slow moving storms (<10 MPH) are difficult to predict and may produce heavy rains and flooding problems in coastal and inland areas. The speed/ intensity of the storm will have an influence on the amount of rainfall and flooding.
4. **Intensity/Damage-** Hurricanes expend considerable energy when contacting the shoreline and coastal regions and usually begin to dissipate as they move inland. Tropical force winds usually subside within 12-hours; however recent studies indicate some areas, such as marshlands, do not dissipate the storm as soon.

Hurricanes vary in size, intensity, and speed. The Saffir-Simpson scale breaks hurricanes into categories based on sustained wind speeds.

- Category 1: 74-95 MPH
- Category 2: 96-110 MPH
- Category 3: 111-130 MPH
- Category 4: 131-155 MPH
- Category 5: greater than 155 MPH

**Category 1 and 2 Hurricanes:** Usually pose minor damage to stable structures, but can do major damage to mobile homes, vegetation, and piers. Flooding will occur in some coastal areas and low lying areas.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**Category 3 Hurricanes:** May cause some structural damage to small residences and utility buildings, but mobile homes are destroyed. Flooding near the coast destroys structures with floating debris. Low areas may be flooded inland 8 or more miles.

**Category 4 and 5 Hurricanes:** These storms are the most deadly and destructive. Both can create complete roof failure and building collapse of residences and industrial buildings. Major damage occurs in the lower floors of structures along the shoreline, and massive beach erosion is caused by the storm surge. Flooding of 15 feet or more may occur along the shoreline and up to 10 miles inland.

**Tropical Storm Warning:** A warning that tropical storm conditions including possible sustained winds ranging from 39-73 miles per hour are expected in a specific coastal area in 24 hours or less.

**Hurricane Watch:** An announcement made for specific coastal areas that hurricane conditions are possible within 36 hours.

**Hurricane Warning:** A warning that sustained winds 74 mph or higher associated with a hurricane are expected in a specified coastal area in 24 hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force.

### C. Responsibilities

Each Village department is responsible for a wide variety of activities for each phase of an emergency (Preparedness, Response, Recovery, and Mitigation). General duties and specific responsibilities required of each department will utilize a checklist.

Response recovery objectives and responsibilities will be determined by the Unified Command. Specific information on a topic may be found in other areas of this MCEMP.

1. **Emergency Response-** Outside activities by emergency workers will be limited when sustained winds reach 45 MPH or as determined by the IC and Department Head to ensure safety of personnel.

#### 2. Staffed Facilities

- a. The village will establish a command post (Unified Command) for any severe tropical storm or hurricane and direct operations.
- b. For a Category 1 or 2 storm or tropical force winds impacting the community, critical personnel will staff the, North Miami Beach EOC. The decision to staff key functions or evacuate all Village personnel will need to be made prior to the on-set of tropical force winds.

**3. Evacuation:**

**General Population Evacuation**

- A. Evacuation orders and instructions shall be issued by the Miami-Dade County Mayor.
- B. All citizens are to be instructed to seek shelter well inland. Sheltering with family and friends or in a hotel/motel will provide the most comfort.
- C. Persons who wish to go to public shelters are to be referred to official announcements on radio and TV for shelter locations and instructions. General instructions for hurricane evacuation are also available in the telephone book.
- D. Persons who need transportation to public shelters are directed to local evacuation centers.
- E. Public transportation will be available at these sites to transport people to public shelters.
- F. Evacuation determination and efforts will be coordinated with the Miami-Dade EOC. Evacuation orders are mandatory, however persons who refuse to evacuate will not be forced.

**Traffic Plan**

The North Bay Village Police Department will be responsible for facilitating the smooth flow of traffic.

1. Any additional requests for traffic personnel will be made to the unified command.
2. All personnel (regardless of their agency) assigned to work traffic will operate on a common radio frequency.
3. Law enforcement or CERT teams assigned to the North Bay Village Police Department will operate under the command/control of the Chief of Police or his designee.
4. Officers will be positioned at the major intersections as needed.

### **Village Government Evacuation**

1. The IC or Village Manager shall order all Village workers to take shelter or evacuate prior to dangerous hurricane conditions. If the situation allows, the IC may release non-essential Village workers from duty if adequate time is available for them to reach shelter.
2. Outside operations with sustained winds above 45 MPH will be limited, except as determined by the IC, Department Head, or Village Manager.
3. Village government shall evacuate to the nearest safe location as determined by the Village Manager (Emergency Management Coordinator).
  - a. Accountability of personnel and equipment shall be maintained by each department.
  - b. Records may be kept in the vehicles if adequate protection is available.
  - c. Personal supplies should be taken with all personnel who evacuate.

### **D. Preparedness Activities**

Preparedness is any action taken in advance of an emergency to plan, develop, support, and enhance the operational capabilities and to facilitate an effective and efficient response and recovery to an emergency situation.

1. **All Village Departments** - Review and complete all activities in the following Hurricane Preparedness Check list by April 30<sup>th</sup> of each year and forward a letter to the Village Manager (Emergency Management Coordinator) when all items have been completed. The MCEMP basic plan including Hurricane Appendix I and Specific Annexes such as Debris Management, Communications, etc. have been reviewed by department personnel. Department hurricane plan/guidelines, job duties, and responsibilities specific for each department have been reviewed with all department personnel.

Any updates to the MCEMP or department guidelines have been forwarded to the Village Manager (EMC).

All special hurricane emergency arrangements or agreements with outside agencies or suppliers have been confirmed.

Ensure that a stockpile of emergency supplies and equipment for all Village facilities and for each department are adequately supplied.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

All department radios have been checked and are functioning properly.

All departments have checked and confirmed that all emergency phone numbers/contact lists are accurate.

All Village personnel should have personal plans for hurricane emergency dependent care and property protection.

All Department Heads and critical personnel participate in the annual hurricane exercise.

2. **Police Department** (Responsible for Emergency Management coordination)  
Each year by May 1<sup>st</sup>, a review of the MCEMP and specifically the Hurricane Appendices will be made and updates made. During April of each year a hurricane preparedness class is offered to all village workers. In May/June of each year a hurricane exercise will be conducted with department directors and critical village staff. Annually, prior to hurricane season, information related to hurricane preparedness will be made available to the general public.

3. **Purchasing and Procurement**

Ensure that maintenance/service is completed semi-annually on all Village facility generators.

4. **Personal Hurricane Preparedness**

The welfare of the general population requires that village workers be on the job during a hurricane emergency. It is important that village workers protect their personal property and families so that they can perform essential duties with peace of mind. The village recognizes the responsibility of its workers to their families.

*All Village workers are required to make personal plans for dependent care prior to a hurricane emergency.*

Dependents should be sheltered well inland, away from flood prone areas and in sturdy buildings. Mobile homes should be evacuated. Although some families may be able to remain at home, many will need to relocate to better shelters. Sheltering with family, friends or in a hotel/motel will provide the most comfort. Several families may wish to shelter together for mutual support. All dependents should be prepared to live without assistance for up to **three days** (72 hours).

For those that need Red Cross sheltering, shelters will be opened throughout Miami-Dade County. No unaccompanied dependent children should be sent to

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

a public shelter. All minor children of Village workers should be in the care of a responsible adult. Pets are not allowed in most public shelters. Each village worker with a family pet should make special plans for them prior to a hurricane emergency.

Village workers are encouraged to stockpile the following supplies:

- a. Portable radio, flashlight, batteries.
- b. First aid supplies.
- c. Medicines and baby supplies.
- d. Bottled water (1 gallon per person/ per day x 3 days = 3 gallons).
- e. Materials to secure home (shutters, tape, etc.).
- f. Fire extinguisher.
- g. Eating utensils can opener, etc.
- h. Bedding.
- i. Extra clothes.
- j. Tools.
- k. Pail with cover (for waste).
- l. Extra money.

These supplies can be used if village workers' dependents remain at home or relocate to a shelter. Remember, shelters may lose electricity, water, etc., due to the hurricane.

A **hurricane watch** means that a hurricane may threaten our area in the next 24 to 36 hours. When a hurricane watch is declared, Village workers should:

- a. Monitor radio and TV weather reports.
- b. Check supplies.
- c. Store food and water.
- d. Fill vehicle fuel tanks.
- e. Secure boats, lawn furniture, etc.
- f. Fill prescriptions.
- g. Make pet arrangements.
- h. Confirm dependent care arrangements.

A **hurricane warning** means that a hurricane is expected to strike within 24 hours. When a hurricane warning is declared, Village workers should:

- a. Secure their home.
- b. Turn off utilities.
- c. Secure pets.
- d. Evacuate dependents if necessary (take along hurricane supplies).
- e. Critical workers need to report to work.

### **E. Response Activities (pre-storm)**

Response activities are actions taken immediately before, during, or after an emergency to reduce casualties, save lives, minimize damage to property, and enhance the effectiveness and speed of recovery. The response phase includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the emergency. Activities related to the threat of possible tropical or hurricane force winds will be done several days ahead of any Hurricane Watch activities if it is evident that the Village may be impacted. The Village Manager will determine at what point Response operations will begin. This will usually be prior to the Hurricane Watch issued for the area (72 hours prior). During hurricane force winds, most operations will cease and time will be spent coordinating and planning activities once the hurricane/gale force winds have subsided.

#### **1. All Departments**

In the event of a hurricane impacting our area, Department Directors will meet with the Village Manager and staff for updates and projections of a potential storm, to plan preventative measures, coordinate the securing of facilities and equipment, and to keep employees informed.

Each department will review the MCEMP with personnel and begin preparations including each department's individual plan and personal plans in the event of an impact. All departments and critical personnel will review their department hurricane guidelines and ensure that their facilities, equipment, personnel, and records are prepared.

At the direction of the Village Manager, each department will secure their facility by applying shutters to the windows, checking supplies, and check that the generators are working and fuel is topped off. Each department should box up necessary records and back-up necessary computer files and prepare for transport if an evacuation is called for. Each department should secure and take protective measures for equipment at their facility.

Keep employees informed of the status of the storm. All critical Village personnel will be contacted and advised when they would be required to report for duty. Ensure all personnel have supplies (food, water, clothing, etc.) so that they can be self sustained for 72 hours. All Village workers should prepare for dependent care and make plans for securing their own residence.

All departments will maintain maximum fuel levels in vehicles and equipment.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Ensure all loose equipment in and around facilities is secured.

Ensure the Village has supplies to sustain the first 72 hours of emergency operations.

**2. Executive Group**

The Village Manager will coordinate all response activities and keep. The Mayor and Village Commission informed of all activities related to the possible storm and associated impact. The Village Manager will alert and keep the Village Commission briefed on the status of the storm, village preparedness, and other information. Meetings will be held by the Village Manager with Department Heads and critical staff personnel to coordinate response activities.

**3. Police Department** (Responsible for Emergency Management activities)

Keep the Village Manager and all Department Directors informed of all storm updates and information from the Miami-Dade County EOC. Contact a hotel/motel site to make preparations in the event of an evacuation. Ensure all emergency contact numbers are accurate and radio systems are operable.

If an evacuation is called for by the Mayor of Miami-Dade County, coordinate evacuation activities with other law enforcement agencies.

Set up the local command post at the Police facility and coordinate Village emergency response activities. Personnel are alerted of call-back and staffing requirements.

Coordinate emergency response activities.

Coordinate information and activities with Miami-Dade County and Divisional EOC.

Ensure that vehicle maintenance and service personnel are available.

Contact the Debris Management Contractor to monitor activities.

**4. Purchasing and Procurement**

Ensure that rental trucks are reserved for evacuation of equipment and records.

Ensure that all boxes and supplies for the hurricane and evacuation are procured and available.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Ensure all contracts/purchase orders are up to date.

Ensure all Village fuel tanks are kept full.

Set up contacts/contractor for potential supplies.

Ensure a 72 hour supply of goods, equipment, and supplies are available and ready for transport. These include the following:

- a. Food: for 80 workers x 3 meals a day x 3 days (MRE's) = 1,350 meals
- b. Water: 80 x 3gallons per day x 3 days = 720 gallons
- c. Fuel: 1,000 gallons diesel and 1,000 gallons regular
- d. Extra equipment:
  - Batteries
  - Chain saw blades
  - Tools
  - Medical supplies
- e. Extra generators: For maintenance, battery charging, lights, running equipment/pumps, etc.
- f. Temporary shelters (available buildings, portable, or tents).
- g. Service area for tire and equipment repairs, batteries, etc.
- h. Each department will be responsible for their vehicles).
- i. Portable sanitation facilities (4 port-a-lets).

**5. Public Works**

- a. Sewer Section can obtain additional portable pumps and generators for lift stations. Draw down the storage capacity of affluent basins.
- b. Water Section Fill portable storage tanks, monitor chlorination levels.
- c. Sanitation Section Support PCP activities.
- d. Streets Maintenance Section Pick up garbage cans and other material on beach/right-of-ways
- e. Ensure fuel portable storage containers are full.

**6. Police Department**

- Coordinated emergency response activities.
- 9-1-1 Communications Center responsible for alerting the Village of special weather information.
- Responsible for security of the Village.
- Responsible for securing traffic
- Maintain open roadways and traffic.
- Control of civil unrest.
- Responsible for coordinating re-entry procedures.

**7. Building/Code Enforcement**

- Ensure all construction sites/contractors have secured their equipment and facilities.
- Prepare and box all records/documents/plans for possible evacuation.
- Prepare for damage assessment responsibilities.

**8. Finance Department**

- Prepare/back-up all financial records for possible evacuation.
- Ensure payroll/payment continuity during emergency and recovery operations.
- Prepare documentation and distribute to all departments to track storm related expenditures.
- Ensure Computer equipment/system is ready for transport.
- Ensure payroll continuity during emergency operations.

**9. Parks/Recreation Department**

Ensure that warning signs and equipment is secured.

**10. Utility Billing**

Assist in special needs info.

**11. Village Clerk**

Ensure required records are secured electronically or manually.

**F. Recovery Activities (post-storm)**

Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Activities are initiated to assess

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

damages, needs, and available resources and coordinate relief efforts. The ICS system will be used to manage/coordinate all short term recovery activities

**Initial Post Hurricane Survey**

As soon as the winds diminish to a safe level a team of Police, and Public Works, personnel will initiate an assessment. At this time the perimeter should be secured and command assumed. This assessment should include:

- Check roadways and bridges for safe passage.
- Determine level of flooding and damage.
- Determine damage of Village facilities and alternate command post.
- Check for communications availability.
- Check for power, water, and sewer damage/outages
- Communicate information with Evacuation Center.

**Sample Action Plan for first 12 hours:**

- Re-Establish a Command Post
- Develop the first 12 hour action plan and assign personnel. Make assignments following ICS guidelines and needs.
- Re-establish communications (radio, IT, sat phones)
- Set up security perimeter.
- Do an initial damage assessment. (use zone map)
- Begin Search/rescue efforts. (use zone map)
- Begin debris removal from major streets/roadways.
- Begin efforts to restore water, sewer, and power.
  
- Establish local staging area for resources (for workers): Food, fuel, water, shelter, sanitation, and maintenance.
- The village should not expect assistance for the first 48-72 hours.

**General ICS Responsibilities/duties**

The following are basic responsibilities for each position in the ICS structure. Some areas will not be staffed while others may have additional assistance.

**1. North Bay Village ICS Structure:**

**Village Manager**

Responsible for coordinating all of North Bay Village's recovery activities and restoring essential functions. He or she will establish the overall objectives for the Village.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**2. Unified Command (Police)**

A single IC has one individual responsible while a unified command involves multi jurisdiction/agency or multiple departments within an agency. UC allows a coordinated effort in determining objectives with one agency/dept. taking the lead role with the others assuming support.

- Establishes a command post.
- Establishes priorities and objectives.
- Established the level of the organization needed and monitors the operation and effectiveness of the operation.
- Responsible for overall safety.
- Coordinates the activities of the general/command staff.
- Approves the action plan and approves the use of or demobilization of resources.
- Develops action plans for specific time periods (example 12 hours).

**3. Command Staff (if not staffed, the responsibility of the IC) Safety**

- Monitors incident operations and advises the IC of all matters including emergency responders.
- PIO
- Establish an information area and method for the media and public to release information (ie; radio, TV, or web site).
- Establish a staffed phone number for public information.
- Coordinate public info through Miami Dade County/North Miami Beach EOC Liaison.
- If staffed, coordinates activities and issues with outside resources. A point of contact.

**Operations** (If not staffed the responsibility of the IC) This section is responsible for managing all tactical operations.

- Supervises the operations portion of the IAP.
- Approves and requests all resources to function and demobilization of personnel and equipment.
- Responsible for safety of personnel and their operation.
- Request additional units from staging or the IC.
- Gives periodic briefings and updates to the IC.

**Building** (If not staffed the responsibility of the IC)

- Collects information and develops plans to assist the IC in mitigating the incident.
- Advises command of needs.

## North Bay Village, Florida Municipal Comprehensive Emergency Management Plan

- Determines the need for specialized services.
- Plans for the needs of personnel, resources, and equipment.
- Looks at the future of the incident at what the needs will be and assists in developing the Incident Action Plan.

### **Logistics (Public Works)**

- Provides all incident support needs for responders.
- These include, fuel, facilities, supplies, equipment maintenance, food services, water, medical, etc.
- Develop communications so workers can contact families.
- Develop 12 hour work schedule for workers.
- Food and facilities for preparation to feed workers.
- Water.
- Establish Fuel supplies.
- Ice
- Sanitation supplies (port-a-lets).
- Generators.
- Establish sleeping facilities (trailers, tents, buildings, etc).
- Provides information to IC for the Incident Action Plan.
- Requests additional resources as needed.

### **Finance**

- Manages financial aspects of the incident.
- Ensures compensation and claims.
- Responsible for documentation of personnel and equipment for potential reimbursement.
- Within this group is the IT division and is responsible for re-establishing the IT network system.

### **Branch/Divisions/Groups under Operations**

- Staging- Responsible for setting up a staging area for equipment, food services, fuel, maintenance, supplies, tracking resources, and advising the UC what is available.
- Communications- Responsible for re-establishing radio communications.
- Damage Assessment- Responsible for conducting an area damage assessment and reporting to the UC.
- Law Enforcement- Will establish several groups under law enforcement branch such as traffic, animal control, 9-1-1 communication, patrol, code enforcement and services.
- Public Works- Will establish several groups under PW including water, sewer, streets, and debris management.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**4. Responsibilities that may be assigned to a Branch or Group from a specific department (sample)**

Although assignments may be made by a functional group such as law enforcement, departments and members may be responsible for other ICS functional/task areas or assigned a command staff level position responsible for an area such as Logistics.

The Village Manager is responsible for coordinating all North Bay Village recovery activities and restoring essential functions. He/she will assist the unified command in establishing overall objectives.

The Police Department will be responsible for coordinating activities with other outside agencies, search and rescue operations, radio communications. The Police Department is responsible for maintaining security, coordinating re-entry, traffic, animal control, code enforcement issues, and restoring law enforcement operations. Assistance with search and rescue (S/R) may be necessary.

Public Works will be responsible for debris management and coordinating efforts with the debris management coordinator. Public Works departments will be responsible for infrastructure repair such as water, sewer, and streets.

The Building Department will be responsible for damage assessment as well as coordinating post-disaster mitigation activities (LMS). Building will assist with the damage assessment of public facilities and other areas as requested.

The Finance Department will be responsible for financial responsibilities including recording costs associated with the event and coordinating all FEMA Public Assistance grants and reimbursements. The IT Department will restore the communication network.

Finance will be responsible for logistical support including repairs of Village facilities, apparatus, and equipment, coordinating equipment needs, fuel, food, etc.

The Human Resource Department will coordinate insurance needs for public facilities, equipment and information for damage reimbursement reporting. In addition HR will assist with coordinating human service needs.

The Village Clerk's office will assist in re-establishing Village records and functions.

**5. General Objectives**

- Ensure command is established and a stationary command post.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Re-establish a command post if an evacuation occurred. Establish a unified command. Begin to develop an action plan for the first 12 hours and then for additional time periods as needed.
- Do a preliminary damage assessment of casualties and property and begin Search/Rescue activities.
- Use the zone map and begin a building-by-building search of all structures that are safe to enter, beginning with the area most heavily damaged. Mark/date each house identifying that a search has been completed and the number of victims (see marking system). Once all damaged structures have been completed do a secondary search of all affected structures.
- Establish communications.
- Set up security (perimeter) for the village, initially allowing only critical persons and equipment into the village until the area is determined safe.
- Debris should be cleared on major roadways to allow emergency vehicles and workers access. A debris transfer site, monitoring station, permits, personnel and equipment, and schedules for debris should be established removal (see Debris Management Appendix).
- Set up a staging area for all incoming equipment and supplies as well as a medical staging area for triage, treatment, and care of the injured.
- Each utility/public works section should assess critical infrastructure/functions and begin the process to restore the critical functions and areas first.
- Begin resource management of personnel, supplies, and services needed for the workers and operations which will include food, water, shelter, fuel, sanitation means, equipment and vehicle maintenance, communications, and a host of other resources. North Bay Village should be prepared to be self sufficient for a minimum of 72 hours until additional assistance is available from the EOC.
- Coordinate health related activities with the County Health Department.
- After the initial preliminary assessment has been completed, begin a damage assessment (PDA). Send a report to Miami-Dade EOC.
- Structures will need to be evaluated for safety and structural stability.
- Tag buildings for livability if possible using the red (not livable), green (livable), and yellow (livable but needs attention) system.
- Establish a fleet maintenance program to care for apparatus, equipment, tire repair, and service needs.
- Call for mutual aid as needed to assist with rescue, security, and other functions. Request State Mutual Aid resources through Miami-Dade County EOC.
- May coordinate workers/resources using 12 hour on/off schedule. Provide Village workers time to care for their own families, property, and needs.
- Establish Points of Distributions (POD) for essential citizen's supplies.
- Restore essential government functions such as Information Technology, records/Village Clerk, Planning and Development, Finance, and other functions. Establish a fixed or portable site to carry on Village business.
- Keep the elected officials informed of the event and recovery efforts.
- Post sites and provide updated information to residents via the local media, staffed telephones, and the Village's web site.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Coordinate relief efforts with County, State, and Federal Agencies (FEMA).
- Ensure all preparedness, response, and recovery activities are well documented for possible reimbursement. This will be used to evaluate the damage, re-establish emergency services, secure the area, establish a command post, and begin to restore the infrastructure.

**6. Search/Rescue Marking System**

Search/Rescue crews will utilize a uniform marking system (red/orange spray paint near the main entrance) to identify structures that have been searched. Crews will usually begin in the most damaged area utilizing the zone map. If needed, GPS coordinates are available to identify each zone (see zone map). During the initial primary search, an approximate 12 inch diagonal stripe will be marked near the front entrance. After exiting the building the date will be placed in the upper left section of the stripe and the number of victims in the right upper section. If unable to search due to hazards identify by NS (not safe) instead of victims. If a secondary search is completed later, place another diagonal opposing stripe with the date of the search/victims in the lower middle section.

**G. Mitigation Activities**

Mitigation includes those activities, policies, or programs developed and adopted that will reduce, eliminate, or alleviate damage caused by disasters. Proper and coordinated planning is a prerequisite to effective hazard mitigation. The purpose of the Mitigation Programs are intended to reduce the loss of life and property due to natural disasters, to enable mitigation measures to be implemented during the immediate recovery from a disaster, and/or to prevent future hazards. Mitigation activities will be the responsibility of each department, however activities should be coordinated with the Finance Director and LMS Coordinator for the Village.

Eligible activities for this program may include:

1. Property acquisition or relocation.
2. Structural and non-structural retrofitting (e.g., elevation, storm shutters and hurricane clips).
3. Minor structural hazard control protection
4. Localized flood control projects that are designed to protect critical facilities and are not part of a larger flood control system.
5. Protection of utilities and seismic protection.

**H. Search and Rescue/Assessment/Debris Zone Map**

This map will establish zones so that initial search/rescue crews, debris management crews and damage assessment teams can identify locations. Each zone will have a GPS coordinate and the elevation identified.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**I. Demobilization Plan**

1. General Information. No resources will be demobilized until authorized by the section commander and the IC.
2. All demobilized units will be transported to the staging area and checked out. Appropriate demobilization forms will be filled out.
3. Supervisors will be briefed prior to demobilization on current issues.
4. All equipment/apparatus will be accounted for and turned into the staging officer.
5. All resources will meet work/rest requirements prior to being released.

**APPENDIX II. HAZARDOUS MATERIALS**

**A. Introduction**

Hazardous materials are chemical substances, which if released or misused can pose a threat to the environment or health. These chemicals are used in industry, agriculture, medicine, research, and consumer goods. Hazardous Materials come in numerous forms such as explosives, flammable and combustible substances, oxidizers and organic peroxides, poisons, radioactive materials, and other substances.

**B. General Information**

Many products containing hazardous materials are routinely used and are also shipped daily on highways, railroads, waterways, and pipelines. Hazardous materials incidents may include responses involving fires, spills, transportation accidents, chemical reactions, explosions, WMD situations, and confined space atmospheres.

**1. Department of Transportation (DOT) as Haz-Mat categories:**

- Class 1 Explosive.
- Class 2 Flammable Gasses.
- Class 3 Flammable Liquids.
- Class 4 Flammable Solids.
- Class 5 Oxidizers and Organic Peroxides.
- Class 6 Toxic Materials and Infectious Substances
- Class 7 Radioactive Substances.
- Class 8 Corrosive Materials.
- Class 9 Miscellaneous Dangerous Goods.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

2. **Levels of Service-** North Bay Village utilizes the Miami-Dade County Fire Rescue Department for a response to hazardous material situations. Goals are to identify the material, control and containment, evacuation and/or rescue of injured people, decontamination of personnel and equipment, documentation, and restoration of the scene.
  - **Awareness Level:** These persons have minimal training related to hazardous material but may have training related to specific chemicals at their facility. Awareness level personnel should be trained to identify and recognize a hazard, evacuate the immediate area, and call for assistance.
  - **Operations Level:** Operations trained personnel are responsible for establishing command, isolation/deny entry, material identification, risk assessment, and minor control techniques, when safely possible. Operations personnel may also assist in atmospheric monitoring and decontamination when necessary.
  - **Technician Level:** Technician trained personnel in addition are responsible for entries into the Hot Zone to perform rescue, advanced research, advanced control and mitigation techniques, and advanced monitoring.

**C. Responsibilities**

The Miami-Dade County Fire Department will be responsibilities for managing hazardous material types of incidents. They will establish command and will utilize the NIMS ICS system and establish a command post to manage resources and coordinate the event.

A unified command system may be established for large scale incidents with the fire department taking the lead role. The Incident Commander or Unified Command has overall control of the operations. The IC/UC is responsible for all public and personnel life safety issues as well as the development of the action plan to mitigate the situation.

The Police Department is responsible for securing the perimeter, managing crowd control, assisting in evacuation measures, and assisting in law enforcement activities as needed. If Village personnel are involved in a spill or leak at their facility, they should evacuate the area and stay at a safe distance until the material has been identified, hazards assessed, and corrective actions take. Other Village departments such as Public Works may be called to assist with functions such as roofing material, shutting off utilities, etc.

The following are prioritized operations:

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

1. Isolation
2. Identification
3. Stabilization
4. Evaluate
5. Decontamination

Haz-Mat Team- Regional or local Haz-Mat teams may be utilized to assist with larger scale incidents. Their priorities and responsibilities will be the same as for a small incident including site control, safety, research, entry teams, and decontamination.

The Florida National Guard has a Civil Support Team (CST) that is designed to support local Incident Command and local emergency responders with hazardous materials or WMD situations.

State Emergency Response Team (SERT)- The SERT is composed of representatives of state and local agencies that coordinate assets for Terrorist/WMD incidents. These types of incidents that impact Florida can quickly exceed the response and recovery capabilities of local jurisdictions.

During the response phase of such events, the SERT, located at the State Emergency Operations Center (SEOC), coordinate the deployment of state resources, personnel, interstate mutual aid, and federal resources to support local agencies.

**D. Preparedness Activities**

1. Each year, all Village workers will participate in the Haz-Com Class conducted by the coordinator in each department (<https://www.osha.gov/html/faq-hazcom.html>).
2. An annual training exercise will be conducted with those departments who are typically involved with hazardous materials (Public Works, Fire, and Police) and outside agencies.
3. Classes and information for Village employees are available related to hazardous materials.

**E. Response Activities (Operations)**

The response phase or operations includes conducting emergency operations by taking action to reduce the hazard to acceptable levels (or eliminate it entirely), and to coordinate resources in managing the emergency.

1. The initial response of fire and police units will depend on the information received and appropriate response based on the level type.
2. As a minimum, a single unit will be dispatched to perform a risk assessment including type of hazard, material involved, resources needed and minor mitigation and control efforts. A single unit should be able to mitigate small combustible/flammable liquid spills less than 10 gallons or other minor types of incidents with a minimal degree of hazard (leaking gas tank, small LPG tank leaking, antifreeze, oil, etc). If additional resources are needed command should be established and additional operational functions initiated.
3. Command will be established and direct all operations using the NIMS ICS system.
4. The ERG Guide will be used by the initial emergency workers as a basis to determine initial health hazards, protective equipment necessary, fire hazards and control measures, isolation/evacuation distances, and other factors for known or unknown hazardous material/substances.
5. The following classification system is used by the State of Florida Emergency Response Commission regarding the categorizing and reporting of hazardous materials incidents.

**Level I: (Minor)**

- A spill, release or potential release of a known hazardous substance with minor injuries possible.
- A spill or potential release of less than 55 gallons of a substance.
- In general the material is not radioactive, water reactive, or hyperbolic.
- Unlikely that it will spread, and/or area involved is less than 300 sq. ft.
- Corrosive spills less than 10 gallons.
- 100 lb or less LP tank leak.

**Level II: (Moderate)**

- A spill, release or potential release of known or unknown hazardous substance with no deaths although injuries may be severe.
- A spill or potential release of known or unknown substances that are toxic, reactive, flammable, radioactive, corrosive, or biological in nature that exceeds the criteria for a minor incident.
- Release may not be controlled without special resources.
- Evacuation will be confined to a designated area that local resources can achieve. Extended sheltering is not required.

**Level III: (Severe)**

- A spill, release or potential release of a hazardous substance with an associated fire, explosion, or a toxic/corrosive cloud with injuries or deaths possible.
- A substance capable of producing toxic/corrosive gas cloud, highly reactive or unstable, may produce significant flammable vapors, or is radioactive or a chemical/biological pathogen.
- Involves large amounts of hazardous material or a limited amount of a very dangerous substance.
- Extensive environmental contamination is possible.
- Presents immediate danger to public and personnel.
- Evacuation of large numbers of the populace or extending over a large area impacting the community.

**Level IV (Major):**

- A spill or release of a hazardous substance that has resulted in a serious fire, explosion, or environmental contamination over an extended area.
- A known or unknown hazardous substance that can be highly toxic, very reactive or unstable, flammable or explosive, or etiological agents that are extremely pathogenic.

6. **Operational Process-** Generally an 8-step operation process is used to manage any Haz-Mat incident. The key areas include:

- Isolate the area and deny entry of all personnel until the material has been identified.
- Identify the material and advise personnel of hazards.
- Evaluate hazards and risks utilizing information collected.
- Choose protective equipment necessary to operate in the hot zone.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Coordinate information/resources with the IC.
- Control/confine material by developing offensive or defensive tactics. Decontaminate exposed personnel, victims, and civilians. Isolate equipment for further decontamination.
- Debrief/Document/Critique personnel involved.

**Isolation/Control Zones-** Control zones are to be established and identified by the first arriving unit utilizing the ERG. Detection equipment is to be utilized to establish and/or monitor the control zones. Access into hot/warm zones is to be controlled and access denied except for response personnel in an appropriate level of personnel protection. For an unknown substance atmospheric readings are to be taken measuring LEL, O<sub>2</sub>, H<sub>2</sub>S, CO, Chlorine, and Radiological levels. When a substance is known the appropriate atmospheric readings are to be taken along with measuring the LEL/O<sub>2</sub>.

**Hot Zone** - The danger area surrounding the hazard. Minimum 50-foot radius. Only to be entered by Teams (minimum 2 personnel) in appropriate PPE with a back-up team standing by. All personnel entering this area are to be briefed on goals, hazards, and decontamination procedures prior to entry. Included may be an area to stage personnel contaminated until decontamination occurs.

**Warm Zone-** For decontamination and standby rescue operations. The Warm Zone shall be the location of the entry and exit corridors.

**Cold Zone** - No hazards, a clean area for command, staging, and other emergency service functions as well as media, agency liaison, etc.

7. **Product Identification-** Identification of the material involved should be determined as soon as possible to assist in determining the hazards to personnel, the public, and the environment. Occupancy location, container type (rail cars, transport vehicles, and intermodal), placards and labels, papers (bill of lading, dangerous cargo manifest, consist/waybill, and air bill), MSDS sheets, and information from the driver or fixed facility representative, are resources for determining the material involved.

## 8. Personnel Protective Equipment

Persons responding to a Haz-Mat incident must be protected from the hazard by protective equipment. The minimum protective equipment utilized by personnel until the product and hazards are identified, should be structural firefighting gear and SCBA. The following are the four levels of protective equipment established by OSHA, EPA, and NIOSH:

- **Level A-** Highest level of protection against vapors, gases, mists, and particles. Level A protection is a total encapsulating suit including SCBA. Requires training above the first responder level.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- **Level B-** Requires a garment including SCBA that provides protection against splashes from a hazardous chemical. Wrist, ankles, face-piece and hood, and waist are secured to prevent entry of splashed material. Special boots and gloves may be needed depending on the material involved. Taped bunker gear at the wrists and boots, with an SCBA, would fall under this level.
  - **Level C-**The same type of garment used for Level B is used for Level C with the exception that it allows for the use of respiratory protection other than SCBA. This respiratory protection allows for the use of various types of air-purifying respirators where the specific material is known and measured.
  - **Level D-** Provides for non-respiratory protection and minimal skin protection.
9. **Evacuation/Shelter in Place-** A decision will be made by the IC on how to protect persons involved in the immediate area of a hazardous incident. Persons may need to be evacuated to a safe location or it may be determined it is safer to shelter them in place. Evacuation should be conducted for people in potentially imminent danger of fire, explosion, or a long term release of a gas or volatile liquid. Sheltering in place is an option utilized when evacuation would cause people to be exposed to a hazardous atmosphere or a situation exists where evacuation cannot be accomplished.
10. **Decontamination-** The Safety Officer or a designated person by the Haz-Mat Group Officer is responsible to ensure that decontamination is conducted. This person may be trained to the Operations Level. If a Safety Officer is not available, the IC or Haz-Mat Group Officer shall assign an officer to this position. Decontamination procedures are required to assure that any potentially harmful substances on equipment or personnel is confined within a controlled zone and other persons/equipment are not cross contaminated. Persons leaving the Hot Zone are assumed to be contaminated.
- The decon area should be established before committing personnel to the Hot Zone.
  - Utilize MSDS information to determine proper decontamination procedures.
  - Decontamination procedures are to be performed in the Warm Zone adjacent to the entry point into the Hot Zone.
  - Prior to transport to a medical facility, persons contaminated should be decontaminated as much as possible and medical personnel/facilities receiving patients notified of the hazards.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- All personnel performing decon are to be in appropriate PPE. A rapid decon (pre-connected hose line) may be established while the full decon is being set up.
  - If emergency decon of victims or personnel is necessary the 3-step (wet) method (flush-strip-flush) is to be performed.
  - For most other circumstances the 9-step (wet) decon process will be followed and is to be set up prior to anyone entering the Hot Zone, unless for an immediate rescue.
  - Dry decontamination may be used for large groups of persons. dry decon kits are carried on FD apparatus; include disposable clothing, blankets, and bio hazard bags.
11. **Document/Critique-** A debriefing and critique should be held after the incident with all agencies involved to discuss problems and corrective actions needed. It is important to document all activities, equipment used, and personnel for reimbursement.

## 12. Response Overview

### Local

#### A. 9-1-1 Emergency Communications Center:

- Records information.
- Dispatches first responders.
- Relays information to first responders prior to their arrival on scene.
- Makes notifications as required.

#### B. First Responders:

- Make initial assessments use ERG manual.
- Establish an Incident Command system (following NIMS).
- Determine hazardous materials level of incident.
- Identify the material if possible and set up zones (hot, warm, cold).
- Perform any obvious rescues as incident permits.
- Begin decontamination of victims and rescue personnel.
- Establish security perimeter.
- Determine needs for additional assistance.
- Begin triage and treatment of victims.
- Begin Evacuation efforts. Either shelter in place or evacuate.
- Attempt containment of material.

#### C. The Incident Commander (IC) or Unified Command (UC):

- Establish a command post or local EOC and set up an ICS system.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Notifies medical facilities, Miami Dade County/North Miami Beach EOC and other local organizations, as outlined in the Comprehensive Emergency Management Plan (MCEMP).
- Requests local or regional hazardous materials teams.
- Coordinate activities with Miami Dade County/North Miami Beach EOC.
- Coordinates resources.
- Seek state of emergency.
- Provides information to Public Information Officer (PIO).
- Coordinates with local and state EOC and federal agencies as required.
- Requests state and federal assistance, as necessary

**F. Recovery Activities**

Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Long-term recovery includes restoring life to a normal or improved state. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. Recovery activities for a hazardous material incident will vary based on the material, exposure, and magnitude of damage.

Follow general MCEMP guidelines for all disaster recovery operations.

1. Clean-up is generally the responsibility of the person or company responsible for the spill. The Fire Department or Haz-Mat teams may assist with clean up of small spills, not complicated by high risk or solid waste disposal restrictions.
2. Absorbent clay or pads contaminated by less than ten (10) gallons of petroleum product may be air dried and discarded with solid waste.
3. The IC or UC is responsible for cost recovery of equipment, supplies, or overtime related to the incident and coordinate initial recovery operations.
4. The Department of Environmental Protection is to be called to oversee cleanup.
5. Planning and Development will be responsible for damage assessment for large scale incidents.
6. Public Works will be responsible for any debris removal or infrastructure repair.
7. The Human Resource Department will be involved in insurance information and claims for Village buildings and equipment.
8. The Finance Director will assist with reimbursement activities.
9. Notification Requirements.
  - a. Petroleum spills on land less than ten (10) gallons or spills from household consumer container do not require notification.
  - b. Illegal dumping or serious injury or death; Police Dept., FWC, and State Warning Point (1-850 413-99-1-1 or 1-800 320-0519).

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- c. Spills of 25 or more gallons or any commercial spill- State Warning Point (1-800-320-0579) and DCRS.
- d. Any spill on or threatening waterways- FWC (1-800-320-0519), U.S. Coast Guard/National Response Center (1-800-424-8802), and State Warning Point.
- e. Department may seek reimbursement from the “responsible party” for additional services required related to hazardous material response in relation Federal Haz-Mat Guidelines (29CFR 1910).
  - All extra costs related to a hazardous material spill or release should be documented.
  - If a disaster is declared, documentation related to the incident following FEMA guidelines should be followed.
  - Foam, absorbent material, and other expendable supplies used during an incident may be handled by the responsible party or their insurance company.
  - Overtime costs, fees for special services, contractors, security, damaged equipment, extra apparatus, mutual aid charges, and other eligible charges are to be billed to the responsible party through the Finance Department.

### **APPENDIX III. TERRORISM**

#### **A. Introduction**

Terrorism is not a new phenomenon. Events such as the Boston Marathon bombing, the 9/11 World Trade Center attacks, the bombing of the New York City World Trade Center, Murrah Federal Building in Oklahoma City, Khonar Towers in Saudi Arabia, the Sarin release in the Tokyo Subway, the bombing of U.S embassies in Kenya and Tanzania, or the bombing of the USS Cole, all serve to highlight the potential or actual devastation that terrorists acts can do. Terrorism is defined as the use of violence, threats, intimidation, or information manipulation for revenge, politics, support of a cause, or the furthering of a criminal enterprise.

In the present we find ourselves confronted with the expanding threat of mass casualty terrorism by the utilization of “weapons of mass destruction or effect”. Terrorists may use a variety of methods such as explosive devices, the spread of biological toxins or disease spreading microorganisms, toxic chemicals, nuclear weapons or the use of radioactive materials, and cyber-terrorism (unauthorized entry into computerized systems causing damage). Terrorism is a threat that now looms for civilians, emergency responders, and local governments.

## B General Information

The successful response and management of terrorist incidents requires a well planned integrated and coordinated response from local government, neighboring jurisdictions, the private sector, state and federal agencies. The Homeland Security Act of 2002 transferred the Office for Domestic Preparedness (ODP) and its National State Homeland Security Strategy (SHHS) from the Department of Justice, to the new Department of Homeland Security (DHS). ODP has designed its program to address the delta between the usual “all-hazards” approach used in the emergency response and recovery of a natural disaster, and the unique requirements associated with a terrorist attack.

Under the State Homeland Security Grant Program (SHSGP) Florida has conducted their risk and needs assessment as well as, developed a Statewide Domestic Preparedness Strategy. The State of Florida domestic security initiatives include the development of 7 Regional Domestic Security Task Forces (RDSTF), led by a Florida Department of Law Enforcement (FDLE) Regional Director and the local sheriff.

These task forces are multi-disciplinary (not law-enforcement specific), and in conjunction with the State Division of Emergency Preparedness provide the oversight and coordination of Statewide Domestic Security Preparedness and Response Initiatives. The RDSTF is designed to support local response as well as to serve as a model for local response.

1. **Homeland Security Advisory System (HSAS):** The Department of Homeland Security has developed a threat advisory system based on an established threat condition. The following threat conditions represent an increasing risk of terrorist attacks. Each threat condition is accompanied with suggested protective measures, recognizing that the heads of Federal departments and agencies are responsible for developing and implementing appropriate agency-specific protective measures.

**Severe (Red)** - A severe risk of a terrorist attacks, which may be site or area specific. In addition to the protective measures taken in the previous threat conditions, the following general measures should be considered.

- An announcement will be made to all Departments Heads and the Village Manager of the elevated threat level and potential for terrorist activities.
- All village infrastructure including village facilities (village hall, Police Department, Public Works Complex sites etc.) will be secured allowing only limited access.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- A physical check will be done of all infrastructure, facilities, and utility sites looking for any type of devices present or suspicious activities.
- Continue to assess vulnerable or key areas advising all personnel to be alert to and report any suspicious activities.
- Evaluation to restrict, limit, or recommend canceling a “special event”.
- Staff and department meetings assessing the threat and security areas.
- Continued monitoring of threat/activities and coordinate with Miami Dade County/North Miami Beach EOC.
- Document all increased police activities for possible reimbursement.

**High (Orange)** - This condition is declared when there is a high risk of terrorist attacks. In addition to the protective measures taken in the previous threat conditions, the following general measures should be considered.

- An announcement will be made to all Departments Heads and the Village Manager of the elevated threat level.
- Continue to assess vulnerable or key areas advising all personnel to be alert to and report suspicious activities.
- Evaluate any “special events” to ensure that adequate emergency service personnel are available to provide adequate security and protection.
- Continue monitoring of potential threat levels and terrorist activities.
- Document all increased police activities for possible reimbursement.
- Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**Elevated (Yellow)** - This condition is declared when there is a significant risk of terrorist activities. In addition to the protective measures taken in the previous threat conditions, the following general measures should be considered.

- All village personnel should be alert to suspicious activities, devices present or threats and report them immediately.

**Guarded (Blue)** - This condition is declared when there is a general risk of terrorist attacks. In addition to the protective measures taken in the previous threat conditions, the following general measures should be considered.

- All village personnel should be alert to suspicious activities, devices present or threats and report them immediately.

**Low Condition (Green)**. This condition is declared when there is a low risk of terrorist attacks. The following general measures should be taken.

- All village personnel should be alert to suspicious activities, devices present or threats and report them immediately.

## 2. Hazard Types/Identification (Weapons of Mass Destruction- WMD)

While a hazard may be a single immediate event such as a car bomb or other explosion, other hazards such as biological agents may evolve over a period of time and may take days for the impact to be noticed. A chemical or biological agent is a hazardous material, but has the potential for greater consequences and challenges for responders as well as the potential for mass casualties. Responding fire/rescue and/or law enforcement agencies will usually make preliminary identification of the existence of a possible WMD agent or device.

- **Biological Terrorism** -Biological weapons may expose people to bacteria, viruses, or toxins as fine airborne particles. Anthrax, Plague, Smallpox, Viral Hemorrhagic Fever, and Botulism are examples of biological agents. Biological agents are infectious through one of the following areas depending upon the particular agent; inhalation, ingestion, absorption, and/or contact with mucous membranes. Incubation periods of infectious diseases may range from several hours to a few weeks depending on the exposure and pathogen. The initial response to such a biological attack on civilians is likely to be made by the public health community rather than by the military or primary responders. Any plan to mitigate an incident involving a biological hazard should be based on relevant infectious disease or biological safety recommendations by the Centers for Disease Control and

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Prevention (CDC) and other expert bodies including emergency public health officials. The need for decontamination and for treatment of all first responders with antibiotics or other medications should be decided in consultation with local public health authorities.

- **Chemical Terrorism-** A chemical attack is the deliberate release of a toxic gas, liquid, or solid that can poison people or the environment. Signs of chemical agent release may be watery or burning eyes, twitching, choking, or breathing difficulty. Chemical agents may include nerve agents, blister agents, blood agents, choking agents, and riot control agents such as pepper spray. The release of poisonous chemicals, like phosgene or lewisite, hydrogen cyanide, chlorine, or pesticides can cause mass casualties within an exposed population. The determination of whether the agent used is an infectious agent or a chemical toxin is difficult in the early stages of investigation. Most chemical attacks will be localized, and the effects will be evident within minutes. Chemical agent attacks will require immediate reaction from primary responders, fire/rescue, law enforcement, and emergency room staff.
- **Nuclear Terrorism-** A nuclear blast is an explosion with intense heat and light, a pressure wave, and widespread radioactive material. Dirty bombs are the use of a common explosive device to spread radioactive material. Radiological hazards come in the form of Alpha, Beta, and Gamma Rays. Normal hazardous materials procedures are to be followed with emphasis placed on time, distance, and shielding. Limiting exposure is a key factor.
- **Explosive/Incendiary Device-** Explosive devices are the most common, easily obtained method used by terrorists to cause property damage, loss of life, and widespread panic. Explosive/incendiary devices come in a variety of shapes, sizes and types. Terrorists may use a small pipe bomb, vehicle containing an explosive such as ANFO, or a potential military grade weapon. Delivery methods may be hand thrown, stationary, or self-propelled with triggering methods ranging from mechanical or electronic, to the use of chemical reactions. Emergency workers should also be alert to the potential for a secondary explosive device often planted in evacuation routes. Explosive and/or incendiary devices can be constructed to look like almost anything, and can be placed or delivered in any number of ways. The explosive and/or incendiary device, to date, has been the weapon of choice by terrorists. These devices are capable of causing mass casualties through explosion and/or incineration. Both explosion and incineration can cause tremendous structural damage and fire. The first responder should be cautioned that the explosive device can be detonated remotely or can be rigged as a “booby trap.” Additionally, first responders should be cautious of explosive devices used as secondary devices in a terrorist incident.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- **Cyber Terrorism-** “Society is increasingly relying on new information technologies and the Internet to conduct business, manage industrial activities, engage in personal communications, and perform scientific research. While these technologies allow for enormous gains in efficiency, productivity, and communications, they also create new vulnerabilities to those who would do harm. The same interconnectivity that allows us to transmit information around the globe at the click of a mouse or push of a button also creates unprecedented opportunities for criminals, terrorists, and hostile foreign nation-states who might seek to steal money or proprietary data, invade private records, conduct industrial espionage, cause a vital infrastructure to cease operations, or engage in “Information Warfare”.
3. The following areas are identified as possible terrorist targets based upon their vulnerability, proximity to large population areas, community/public visibility, and/or political significance. North Bay Village Police Department will identify potential targets and vulnerabilities within their jurisdictions. The triggers to elevate law enforcement protection of an identified vulnerability are dependent on identifying threats and the understanding of how terrorists select potential targets.
- Traffic Patterns and Highways
  - Trucking and Transport Activity
  - Waterways
  - Bridges
  - Government Facilities
  - Recreational Facilities

**C. Responsibilities**

1. **Local** - The Police Department will be responsible for initially managing terrorism incidents. Because this is a Federal crime scene, outside agencies such as the FBI will be directly involved. A Unified Command System following NIMS standards will be used. A command post or local EOC will be established to manage resources and coordinate the event.
- The Unified Command (IC/UC) has overall control of all operations. The IC is responsible for all public and personnel life safety issues as well as the development of an action plan to mitigate the situation.
  - A Joint Information Center (JIC) may be necessary to coordinate information among all agencies and the media.
  - The Police Department is responsible for securing the perimeter, managing crowd control, assisting in evacuation measures, traffic

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

control, law enforcement activities, and for the initial crime scene investigation.

- Additional assistance related to law enforcement activities will utilize the FBI and/or other federal agencies.
- The North Bay Village Police Department and Miami-Dade County Fire Department are responsible for the initial identification, search/rescue if possible, fire suppression, decontamination, and immediate treatment of patients or casualties. Assistance in securing, removing, advanced decontamination, and disposing of the material or substance will utilize regional or Federal Hazmat teams.
- If Village personnel are involved in a spill, leak, or unknown substance or device at their facility, they should evacuate the area and stay at a safe distance until the material/device has been identified, hazards assessed, and corrective actions taken.
- Other Village departments such as Public Works may be called to assist with functions.
- For situations where biological or other health hazards are involved, local hospitals the Miami-Dade County Health Department will be involved.
- Ensure all personnel are in the appropriate level of personal protective equipment.
- Follow guidelines as established for hazardous materials incidents including hot, warm, and cold zones.

## 2. State Support Resources

- a. **State Emergency Response Team (SERT)** - The SERT is composed of representatives of state and local agencies that coordinate assets for Terrorist/WMD incidents. These types of incidents that impact Florida can quickly exceed the response and recovery capabilities of local jurisdictions. During the response phase of such events, the SERT, located at the State Emergency Operations Center (SEOC), coordinates the deployment of state resources, personnel, interstate mutual aid, and federal resources to support local agencies.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- b. **44th Civil Support Team (CST)** - The Florida National Guard has a Weapons of Mass Destruction (WMD) Civil Support Team (CST) that is designed to support local Incident Command and local emergency responders as well as provide mutual support to other WMD CST elements. The WMD CST is a National Guard unit specifically designed for domestic security support. The CST is normally under state control and may be employed and as a state asset without DOD authorization. The WMD CST is neither designed nor intended to replace functions carried out under the Incident Command nor to replace those functions performed by the emergency first responder community.
  - c. **DEP Environmental Terrorism Response Team (ERT)** - The ERT is a special team consisting of DEP environmental investigators, emergency responders and uniformed officers along with representation from DOH, DOT, DACS, and the U.S. EPA Investigation Division. The Team is available to support incident commanders with hazardous materials and industrial chemicals. Local ERT personnel can be on scene within three hours and the full team deployed within twelve hours of notification.
  - d. **State Laboratories** - Department of Health, Department of Agriculture and Consumer Services, State Fire Marshal and the Department of Environmental Protection maintain labs available to conduct a wide range of analysis functions. Each has a certain expertise available to support local operations.
- D. **Preparedness Activities** - Threat levels and terrorist activities are constantly being monitored by the North Bay Village Police Department Police Department as well as all law enforcement agencies. Information related to terrorist activities will be shared among agencies.
- Annual terrorism training is offered and a terrorism exercise is normally conducted annually with the Police and Fire Departments.
  - The Police Department and local law enforcement agencies maintain a communication network advising of threat levels and activity in the area.
- E. **Response Activities** - The approach to any potentially hazardous condition including biological hazards, explosives, chemical, and nuclear or radiological devices must be made with a plan that includes an assessment of hazard and exposure potential, respiratory protection needs, entry conditions, exit routes, sheltering/evacuation, and decontamination strategies. Personnel should always be alert to the potential for a secondary device.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Areas contaminated which may not be initially obvious are food products, airborne substances, or contamination of the water supply. While many WMD situations are false, the response must be taken seriously.

1. **Establish Threat Levels-** Determination of an agency's activation will be based on the information surrounding the threat/event and the subsequent designation of one of four designated notification levels. The United States Government Interagency Domestic Terrorism Concept of Operations Plan (CONPLAN) established a range of threat levels determined by the FBI that serves to frame the nature and scope of the federal response. Each threat level provides for an escalating range of actions that will be implemented concurrently for crisis and consequence management. Specific actions will take place, which are synchronized to each threat level, ensuring that all agencies are operating jointly with consistently executed plans. These threat levels are described below:

- **Minimal Threat-** Received threats do not warrant actions beyond normal liaison notifications or placing assets or resources on a heightened alert.
- **Potential Threat-** Intelligence or an articulated threat indicates a potential for a terrorist incident. However, this threat has not yet been assessed as credible.
- **Credible Threat-** A threat assessment indicates that the potential threat is credible, and confirms the involvement of a weapon of mass destruction in the developing terrorist incident. Intelligence will vary with each threat, and will impact the level of the response. At this threat level, the situation requires the tailoring of response actions to use resources needed to anticipate, prevent, and/or resolve the crisis.

The threat increases in significance when the presence of an explosive device or weapon of mass destruction capable of causing a significant destructive event, prior to actual injury or loss, is confirmed or when intelligence and circumstances indicate a high probability that a device exists.

- **WMD Incident-** A weapons of mass destruction terrorism incident has occurred which requires an immediate process to identify, acquire, and plan the use of state and federal resources to augment the county's resources in response to limited or major consequences of a terrorist use or employment of a weapon of mass destruction.

This incident may have resulted in mass casualties. The response is primarily directed toward public safety and welfare and the preservation of human life.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

2. The following are issues that will require attention during a WMD event or Agent detection:

- Identification and isolation
- Evacuation or shelter in place.
- Decontamination.
- Traffic control.
- Disposition of deceased.
- Hospital overload.
- Public fear.
- Public information.
- Notification of other agencies and resources.
- Safety and welfare of emergency workers.

Evidence preservation and criminal prosecution.

3. When arriving on the scene of a potential terrorist agent the acronym AWARE can be used to protect first responders.

**A**pproach the scene from upwind/upgrade.

**W**ear SCBA or appropriate personal protective clothing.

**A**lert other first responders of potentially dangerous conditions.

**R**estrict entry to the area.

**E**valuate victims.

4. Response Overview

a. **Local**

1. 9-1-1 Emergency Communications Center:

- Records information.
- Dispatches first responders.
- Relays information to first responders prior to their arrival on scene.
- Makes notifications as required.

2. First Responders:

- Make initial assessments.
- Establish an Incident Command system (following NIMS).
- Determine if this is a potential weapon of mass destruction (WMD) incident.
- Determine the possibility of terrorist involvement.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

- Warn additional responders of potential secondary hazards/devices.
  - Perform any obvious rescues as incident permits.
  - Begin decontamination of victims and rescue personnel.
  - Establish security perimeter.
  - Determine needs for additional assistance.
  - Begin triage and treatment of victims.
  - Begin hazard agent identification.
  - Begin Evacuation efforts. Either shelter in place or evacuate.
  - Attempt containment of material.
3. The Incident Commander (IC) or Unified Command (UC):
- Establish a command post or local EOC and set up an ICS system.
  - Notifies medical facilities, Miami Dade County/North Miami Beach EOC and other local organizations, as outlined in the Municipal Comprehensive Emergency Management Plan (MCEMP).
  - Requests notification of Federal Bureau of Investigations (FBI) field office.
  - Coordinates resources.
  - Seek declaration of a state of emergency.
  - Provides information to Public Information Officer (PIO).
  - Coordinates with local and State EOC and federal agencies as required.
  - Requests state and federal assistance, as necessary, through the EOC.
4. **Document/Critique-** A debriefing and critique should be held after the incident with all agencies involved to discuss problems and corrective actions needed. It is important to document all activities, equipment used, and personnel for reimbursement.
1. **FBI Special Agent-in-Charge (SAC):**
- Supports local law enforcement.
  - Determines WMD terrorist incident has occurred.
  - Notifies Strategic Information and Operations Center (SIOC).

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

F **Recovery Activities** - Short-term recovery is any action taken to return vital functions and critical infrastructure to a minimum operating standard. Long-term recovery includes restoring life to a normal or improved state. Activities are initiated to assess damages, needs, and available resources and coordinate relief efforts. Recovery activities for a terrorism incident will vary based on the material, exposure, and magnitude of damage. Follow general MCEMP guidelines for all disaster recovery operations.

1. The IC or UC will coordinate the initial recovery activities.
2. Planning and Development will be responsible for damage assessment for large scale incidents.
3. Public Works will be responsible for any debris removal or infrastructure repair.
4. The Finance Department will be involved in Insurance information and claims for Village buildings and equipment.

#### **APPENDIX IV. DISEASE/PANDEMIC INFLUENZA**

##### **A. Introduction**

A pandemic is an infectious disease epidemic that affects people worldwide over an extensive geographical area. Approximately every 39 years an epidemic occurs which takes millions of lives worldwide. The Avian or bird flu is a recent example of the flu virus that continues to spread around the world. Between 2003 and 2005 there have been outbreaks in Cambodia, China, Indonesia, Japan, Laos, South Korea and countries in the Middle East. In a normal year 36,000 die in the U.S. from flu complications however 69,000 died in 1957 from the Asian flu. The unknowns with pandemic influenza are the timing, the severity, what drugs may work, and the lack of an affective vaccine. Historical problems that impacted the spread include rapid population mixing, overseas deployment, lack of communication, no early quarantines, and a weak public infrastructure.

Imagine a pandemic today in which 1/3<sup>rd</sup> of the population becomes ill with waves of outbreaks lasting months. A pandemic will affect every sector of our society including health care, transportation, work-place, schools, public safety, and more. There could be a widespread breakdown in municipal services and social order including a loss of public transportation, electricity, and food shortages.

##### **B. General Information**

Influenza (also called Flu) is a contagious respiratory illness caused by an influenza virus. It can be mild to severe and at times can lead to death. Flu viruses spread from person to person usually in respiratory droplets by touching an affected area or by coughing and sneezing. Older people, young children, and persons with health conditions are at a higher risk for serious flu complications.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

Persons appearing healthy may infect others beginning the day before symptoms develop and up to 5 days after becoming sick. Complications may include bacterial pneumonia, dehydration, and worsening of chronic medical conditions. The best protection for the flu is to be vaccinated, however each year new strains or mutated viruses occur which may offer no protection from the vaccination.

- Key Assumptions:
  1. There will be only a short window between when a virus is causing the disease and when it becomes widespread.
  2. Vaccines won't be available for 6-9 months after the epidemic starts. Vaccinate personnel as soon as it is available.
  3. You can assume once it starts that there will be little or no help from the state and federal government.
  4. This will not be just a local issue; it will be a state and national problem that will continue for months.

**C. Responsibilities**

- The CDC (Center for Disease Control) should maintain a national alertness to the potential for a pandemic outbreak in the U.S.
- The State of Florida Department of Health will assist Miami-Dade County Health Department with information and resources if available.
- The County Department of Health will be the lead agency in Miami-Dade County.
- They will be responsible along with doctors, hospitals, and clinics for surveillance and documentation of known cases.
- The County Department of Health will be responsible for distributing vaccine and keeping the public and governmental agencies aware of the current situation and hazards.
- Local government may have to take actions to reduce activities and potential spread by reducing group functions, closings school, and large public gatherings.
- Quarantine measures may have to be mandated to isolate the sick.
- First Responders will need to ensure that personal protective equipment is utilized (gloves, masks, etc).
- Law enforcement officers will be responsible for civil disorders.
- Much of the responsibility for prevention falls on the individual. Change social norms (personal hygiene), restrict travel, and recognize complications early.

North Bay Village, Florida  
Municipal Comprehensive Emergency Management Plan

**D. Preparedness**

- The key to minimizing the epidemic is preparedness.
- Monitor the national and local levels for number of influenza cases.
- Educate the public on methods to reduce the risk and current status. Experts agree that the simplest way to stop the spread of any flu is good hygiene habits.
- If necessary isolate and restrict travel, meetings, group activities, etc.
- Vaccinate early, beginning with emergency service workers.
- Plan for large numbers of village workers not available.
- Plan for crowded medical facilities, limited vaccines, and increased civil disturbances.
- Plan for a reduction of fuel, food, and other supplies.
- Plan for an extended time frame.



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** September 9, 2014

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

**RECOMMENDED BY:** Village Manager Frank Rollason

**PRESENTED BY STAFF:** Rodney Carrero-Santana  
Public Works Director

**SUBJECT:** Interlocal Agreement with Miami-Dade County for Public  
Transportation – Village Mini Bus Operation

---

#### **RECOMMENDATION:**

It is my recommendation that the Commission adopt the attached Resolution authorizing the renewal of an Interlocal Agreement with Miami-Dade County for the provision of public transportation services with the operation of the Municipal Mini Bus circulator.

#### **BACKGROUND:**

The voters of Miami-Dade County approved a surtax in 2002 known as the People's Transportation Plan to be spent on transit and road projects. Twenty percent of the surtax proceeds were distributed to municipalities based on their population. Each municipality is required to use 20% of their share of the funds for transit related improvements. The Village operates a Mini-Bus transportation program pursuant to the Interlocal Agreement.

The Village and Miami-Dade County wish to renew the agreement, with an amendment to charge a fee to the riders of the Mini-Bus and to expand the services to other locations outside of the Village.

**FINANCIAL IMPACT:**

The funds to operate the Mini-Bus are appropriated in the budget.

**PERSONNEL IMPACT:**

The Village has hired two Bus Drivers to operate the bus.



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** August 27, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, in 2002, Miami-Dade County voters approved the People's Transportation Plan ("PTP") and a half-cent sales tax surtax to be used for the enhancement of transit and transportation in Miami-Dade County; and

**WHEREAS**, the Village entered into an Interlocal Agreement with Miami-Dade County to improve the travel needs of the residents of the Village through the operation of a Municipal Mini-Bus circulator funded by Miami-Dade County; and

**WHEREAS**, the County and the Village wish to renew the agreement; and

**WHEREAS**, provisions have been added to the agreement to provide for the charge of a fare in accordance with public transit fees established by Miami-Dade County, as well as for travel outside of North Bay Village.

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

**Section 1:** The Village Manager is hereby authorized to execute the attached Interlocal Agreement in substantially the form attached hereto, as Exhibit 1, between Miami-Dade County and the Village for the Provision of Public Transportation Services.

**Section 2.** The Village Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution and the Agreement.

**Section 3.** Effective Date. That this Resolution shall take effect immediately upon approval.

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September 2014.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton  
Village Clerk

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

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



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

June 27, 2014

Mr. Nestor Toledo  
Municipal Administrator  
Office of the Citizens' Independent Transportation Trust  
111 NW 1st Street, Suite 1010  
Miami, FL 33128

Mr. Toledo:

Please find the executed Interlocal Agreement by North Bay Village. We are including the estimated mileage of our established routes at North Bay Village. The current and proposed routes as a map/attachments. Finally we are also requesting the use of the Miami-Dade bus stops as locations for our riders to use at the locations outside of the Village that are listed below.

We estimate that we run approximately 6.0 Miles every twenty minutes from 7:00 AM to 7:00PM within the village. We have two drivers that run approximately 6 hours shift each with two 20 minute breaks per shift. Please see the attached map route.

We are also proposing to have three additional routes outside of the Village.

1. Aventura Mall Stop  
NE 29 Pl@Aventura Blvd.  
Aventura, FL 33180  
Approx. 11.10 Miles One way or 22.20 Miles Round Trip  
Lat & Long: +25° 57 '37.62" N, -80° 08' 31.37" W
2. Midtown Miami Mall Stop  
NE 36 St@NE 1 Av  
Miami, FL 33127  
Approx. 6.0 Miles One way or 12.0 Miles Round Trip  
Lat & Long: +25° 48' 37.39" N, -80° 11' 38.06" W
3. Publix at Miami Shores  
9050 Biscayne Blvd  
Miami Shores, FL 33138  
Approx. 3.2 Mile One way or 6.4 Miles Round Trip  
Lat & Long Latitude: +25° 51' 31" N; -80° 11' 2.5743" W

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

The attachments provided show the locations and routes for the bus. Please contact me if you have any questions or concerns.

Kind regards,

Rodney Carrero-Santana, P.E.

Public Works Director  
North Bay Village  
1666 Kennedy Causeway, #300  
North Bay Village, FL 33141  
C: [786-897-9441](tel:786-897-9441)  
O: [305-756-7171](tel:305-756-7171)  
[rcarrero@nbvillage.com](mailto:rcarrero@nbvillage.com)  
[www.nbvillage.com](http://www.nbvillage.com)



Interlocal Agreement Between  
Miami-Dade County and North Bay Village  
for the Provision of Public Transportation Services

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as "the Village".

WITNESSETH:

WHEREAS, residents of North Bay Village wish to enhance their transit mobility, and the operation of a municipal Minibus provides the opportunity of transit to match the travel needs of the residents of North Bay Village; and,

WHEREAS, the provision of regularly scheduled transit Minibus services can help decrease the need for specialized transportation services by the County; and

WHEREAS, the provision of regularly scheduled transit Minibus service will connect with existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

WHEREAS, the Village has sponsored and is willing to provide an alternative form of supplemental public transit throughout the Village and has secured and obligated the necessary funds to provide;

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Village agree as follows:

## ARTICLE 1

### DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended
- 1.2 "Contractor" shall mean any entity, public or private providing public Minibus services as described in this Agreement under contract to the Village.
- 1.3 "Minibus" shall mean fixed route or semi-fixed route public transportation Minibus services where at least seventy (70%) percent of the route is within the Village and said Minibus service is operated by the Village, directly or by contract, pursuant to this Agreement and Chapter 31 of the code of Miami-Dade County. May also be known as "Circulator".
- 1.4 "The County" shall include Miami-Dade County, Miami-Dade Transit, Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Village" shall mean North Bay Village and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representatives thereof.
- 1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.8 "US DOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "CSD" shall mean the Consumer Services Department of Miami-Dade County representatives thereof
- 1.11 "PTRD" shall refer to the Passenger Transportation Regulatory division of CSD.
- 1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.13 "Fares" for the Minibus service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.
- 1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable Minibus service to disabled individuals as mandated in the ADA.

## ARTICLE 2

### GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Village and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of North Bay Village Minibus Services. The Village shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD. The Village shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the Minibus service under this Agreement, the Village and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County. The Village and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Village or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by MDT and CSD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by CSD or MDT.
- 2.6 Proof of Compliance Prior to Operation. The Village and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the Code of Miami-Dade County, state statute or federal law prior to commencement of the Minibus service.

- 2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the Village for the benefit of citizens of North Bay Village and of the County. Village employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents and contractors of the Village under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with ADA. The Village's Minibus services shall comply with all applicable requirements of the ADA. The Village and the County recognize their joint obligation to provide STS in the area served by the Village's Minibus service. In fulfillment of the Village's obligation, the Village hereby contracts with the County to provide STS service at no cost to the Village. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Procurement Requirements. The Village agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.10 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for bids which the Village shall be considered, along with private contractors, for provision of services to be provided by the Village pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Village shall certify that it will have drug-free workplace program. Further, the Village shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by US DOT, related to transit operation. Effective upon execution of the Agreement, the Village shall require that its employees or contractor if applicable, comply with all applicable requirements of the US DOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the US DOT regulation, the requirements of the US DOT shall control.
- 2.12 Village Representative. The Village shall designate individual(s) to act as liaison to the County and notify the County thereof. The Village shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Village and notify the Village thereof. The County shall promptly notify the Village of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor and the North Bay Mayor, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the County Code, may be approved by the County Mayor and the Mayor of North Bay Village, or their designees.

## ARTICLE 3

### NORTH BAY VILLAGE TRANSPORTATION SERVICES

- 3.1 Provision of Village Minibus. The Village shall provide public transportation service on one or more routes within North Bay Village as contained in Exhibit A (Map) and schedules contained in Exhibit B, copies of which are attached. Changes to Exhibit A (Map) or B (schedule) shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Mayor and the Mayor of North Bay Village, or their designees.
- 3.2 Fares. The Village shall operate the Circulator charging a Circulator fare in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. Notwithstanding the foregoing, the Village may, upon approval of the County Mayor or designee, charge passengers another fare for the use of the Circulator, in accordance with public transit fares established by the County, as may be modified from time to time pursuant to Section 2-150 of the Code of Miami-Dade County. Qualified passengers shall pay no fare. MDT Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the Circulator without paying an additional fare.
- 3.3 Connection and Coordination with County Bus Routes. The Minibus shall connect with regular County Metro routes at points where the routes, intersect, merge or diverge.
- 3.4 Operation of Routes Their Entirety. The Village shall be responsible for ensuring that Minibus routes are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Village.
- 3.5 Shuttle Shown on County Bus Schedules. The County shall provide information on the Village's Minibus service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of Minibus Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the Village to MDT.
- 3.7 Planning and Scheduling of Minibus Routes. The County, through the MDT Director or his designee, may assist the Village staff with technical support for planning and scheduling of Village Minibus services.
- 3.8 Use of Logo. The Village may wish to design a logo uniquely identifying its Minibus service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the Minibus logo on the County's bus stop signs at all stops common to the Village and the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT staff. The Village shall be responsible for placing the logo on the pertinent signs.

- 3.9 Bus Stop Signs and Signposts. The Village may provide, install and maintain bus stop signs and signposts at stops along the Village's Minibus routes. In the event that the Village, its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Village's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the Village the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Village and the Village will remove the County's signs and return the signs to the County. The Village shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.
- 3.10 Bus Passenger Shelters and Benches. The Village shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those Minibus service stops along the Village's route where the Village, or its contractor, feels that there is a need for such furnishings. The Village agrees that it will be the responsibility of the Village to comply with all ADA standards regulations with regards to accessibility to and from bus passengers' stops and bus shelters, which the Village installs.
- 3.11 Bus Stops and Bus Bays or Pull-outs. The Village shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at Shuttle stops along the Village's Minibus routes, provided that any proposed bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.
- 3.12 Non-Interference and Non-Disturbance. The County and the Village hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing Metrobus or North Bay Village Minibus in-service vehicles.

## ARTICLE 4

### RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Village shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than quarterly. The Village shall annually prepare and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.
- 4.2 Additional Information. The Village shall provide additional information about the Village Minibus service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the Village and the County.

## ARTICLE 5

### INSURANCE

The parties hereto acknowledge the Village is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Village shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The Village shall collect and keep on file documentation of insurance of any and all private providers operating in North Bay Village Minibus service routes. In the event that the Village contracts with a private vendor for services, the Village shall require contractor to meet the insurance requirements shown in **Figure 3**, as minimum. The Village shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Minibus service operations.

Figure 3  
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Commercial General liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability- \$ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.
4. Excess Liability- \$\_\_\_\_\_.00 per occurrence to follow the primary coverage.
5. The Village must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.
6. Other Insurance as indicated:

_____ Builders Risk completed value	\$ _____
_____ Liquor liability	\$ _____
_____ Fire legal liability	\$ _____
_____ Protection and indemnity	\$ _____
_____ Employee dishonesty bond	\$ _____
<input checked="" type="checkbox"/> Other blanket fidelity bond	\$ <u>10,000.00</u>

7. Thirty days written cancellation notice required
8. Best's guide rating B+: VI or better, latest edition.
9. The certificate must state the bid number and title.

## ARTICLE 6

### INDEMNIFICATION

- 6.1 The Village shall, to the extent permitted by law at all time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Village and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Village shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Village shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Village, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Village from any liability or claim arising out of the negligent performance or failure of performance of the Village, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.3 In the event the Village contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Village, be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Village or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Village shall require that the contract between and Village and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Village or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Village from any liability or claim arising out of the negligent performance of the County and the Village, their officers, employees, agents or instrumentalities or any other related third party.

## ARTICLE 7

### FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. The Village shall, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Village, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Village for the Minibus service, or for expansion of the Minibus service, in future years.
- 7.2 Village's Share of supplemental Federal Funding. Beginning with the first year in which the Minibus service's operating statistics are reflected in the National Transit Database, where those operating statistics result in new or supplemental funds are solely attributable to the Minibus service's properly reported operations, the County agrees to pay the Village its attributable share of federal formula funds received from US DOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Village from the County for the Minibus, provided that the funds remitted to the Village herein shall be used for the expansion, enhancement or maintenance of the Minibus service program.

As used herein, the Village's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C, Section 5307, as may be amended from time to time, that the County received as a direct result of Minibus serve operations provided by the Village pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply the Village's properly reported annualized Bus Revenue Vehicle Miles statistic that was used in the apportioned federal programs for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register; and then multiply that amount by 0.5.

NOTE: Historically, apportioned funds are allocated to the County two (2) years after Bus Revenue Vehicle Miles are reported to federal government.

- 7.3 Village's Share of Supplemental State Funding. In the event that the Minibus operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the Village its attributable share (one half of the supplemental funding), as defined in paragraph 7.2 above, of new or supplemental state Transportation Block Grant funding received by the County from FDOT no less than sixty (60) days after funding is received from the State less any direct grants received by the Village from the County for the Shuttle. The State funding formula can be found at Section 341.052(6), F.S.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Minibus services, which are comparable to the services, provided herein, County agrees to amend this Agreement, if requested by the

Village, to provide substantially equivalent favorable terms to the Village as those provided in such other County/ Municipal Interlocal Agreements.

- 7.5 Bus Tracker Mobile Application (APP), If the Village wishes to offer MDT's Bus Tracker APP, the Village agrees to purchase the required Modems, additional hardware/software to include, but not limited to, External Global Positioning System (GPS) Antenna, Internal Wi-Fi Antenna with grounding plate, and On Board Mobility Manager (OMM) License. The estimated one time cost per bus would be approximately \$2,144 (subject to change). The Village agrees to pay the recurring monthly communications cost of approximately \$42 per bus. The actual monthly communication costs will be included in a Quarterly invoice from the County to the Village. The Village would be responsible for installation costs.

## ARTICLE 8

### TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Commission of North Bay Village and the execution by the County Mayor and the Village Mayor and shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Village as set forth herein shall only be implemented after the County, the Village have entered into a written agreement describing the changed services, and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Village and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement.
- 8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of County, in which case termination shall be determined by the County Mayor. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.
- 8.5 Termination without Cause. The County or the Village may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Village terminates this Agreement with or without cause, the Village agrees to reimburse the County on a prorated basis for financial assistance it has received for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI- DADE COUNTY:

Miami-Dade Transit  
701 NW 1<sup>st</sup> Court  
Miami, Florida 33136  
Attention: Director, Miami-Dade Transit

FOR NORTH BAY VILLAGE

North Bay Village  
1666 Kennedy Causeway  
Suite 300  
North Bay Village, FL 33141  
Phone: (305) 756-7171  
Fax: (305) 756-7722

- 8.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.8 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.
- 8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

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

ATTEST:

NORTH BAY VILLAGE  
A Municipal Corporation of  
the State of Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

MIAMI-DADE COUNTY, a political  
Subdivision of the State of Florida

HARVEY RUVIN, CLERK

By Its Board of County Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_

DEPUTY CLERK

Carlos A. Gimenez  
Miami-Dade County Mayor

Approved by County Attorney as  
to form and legal sufficiency \_\_\_\_\_

## Exhibit A - Route Map

Village to Provide

## Exhibit B - Schedule

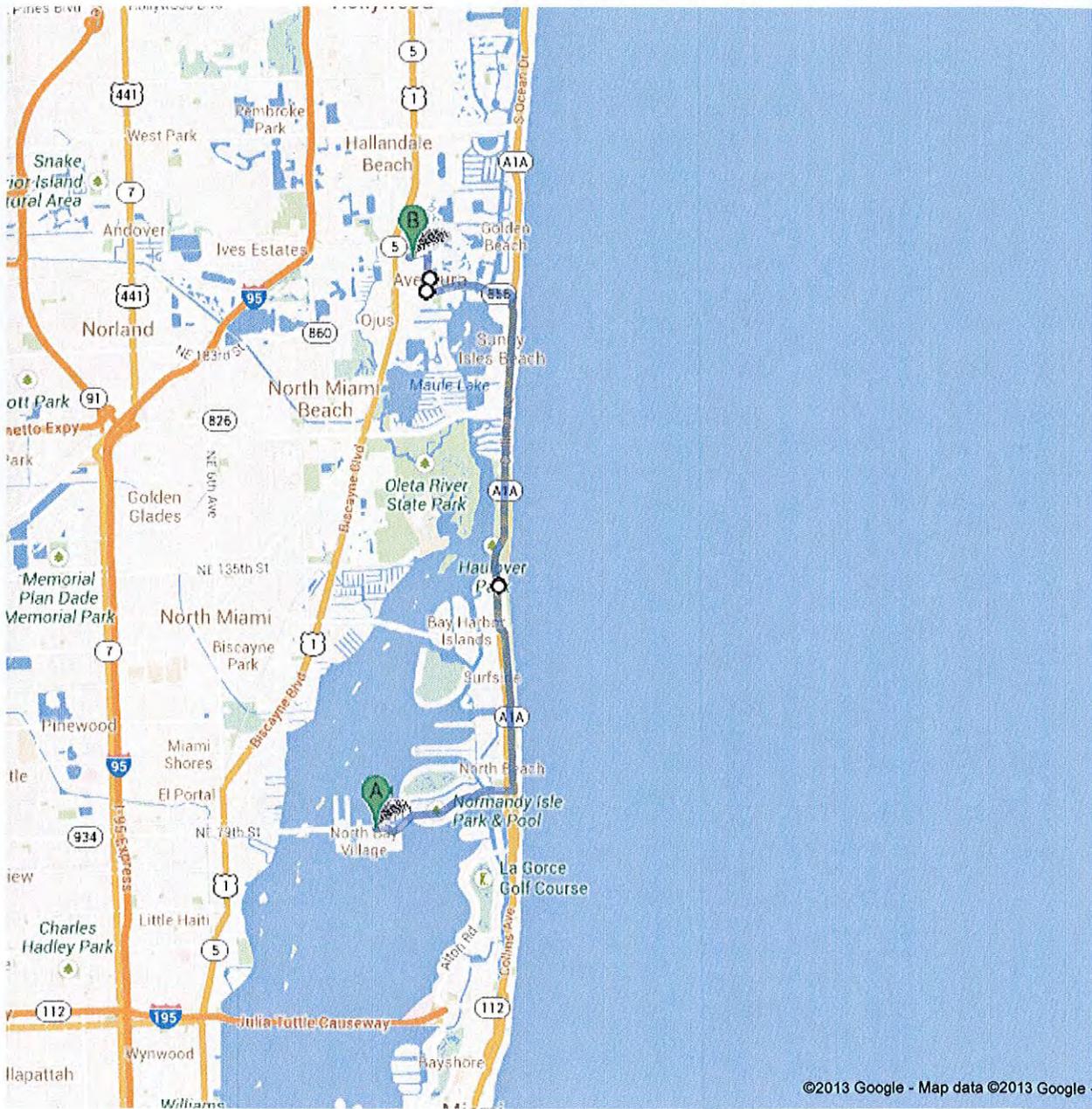
Village to Provide

The system will operate from \_\_\_ a.m. until \_\_\_ p.m.

The frequency of service during normal hours of operation will be \_\_\_\_\_.



Directions to Unknown road  
11.1 mi – about 26 mins



 1666 John F Kennedy Causeway, North Bay Village, FL 33141

- |   |   |                            |
|---|---|----------------------------|
|   | 1. Head east on <b>John F Kennedy Causeway</b> toward <b>Hispanola Ave</b><br>About 1 min         | go 0.6 mi<br>total 0.6 mi  |
|   | 2. Continue onto <b>71st St</b><br>About 5 mins   | go 1.5 mi<br>total 2.1 mi  |
|    | 3. Turn left onto <b>A1A N/Rte A1A N/State A1A N/State Rte A1A N/Collins Ave</b><br>About 14 mins | go 6.6 mi<br>total 8.6 mi  |
|    | 4. Take the <b>FL-856 W</b> exit on the left toward <b>US-1/W Lehman Causeway</b>                 | go 115 ft<br>total 8.7 mi  |
|    | 5. Keep right at the fork and merge onto <b>FL-856 W/NE 192nd St</b><br>About 1 min               | go 0.9 mi<br>total 9.5 mi  |
|    | 6. Take the exit toward <b>Country Club Drives/Aventura Mall</b>                                  | go 0.2 mi<br>total 9.7 mi  |
|   | 7. Merge onto <b>NE 192nd St</b>  | go 433 ft<br>total 9.8 mi  |
|   | 8. Continue straight to stay on <b>NE 192nd St</b>  | go 0.2 mi<br>total 10.0 mi |
|   | 9. Slight right onto <b>Jacob Ln</b>  | go 0.1 mi<br>total 10.1 mi |
|  | 10. Turn right onto <b>Abigail Rd</b><br>About 55 secs  | go 0.2 mi<br>total 10.3 mi |
|  | 11. Turn right onto <b>Spoke Rd</b>   | go 367 ft<br>total 10.3 mi |
|  | 12. Turn right onto <b>W Country Club Dr</b>  | go 0.1 mi<br>total 10.4 mi |
|  | 13. Make a U-turn<br>About 1 min  | go 0.4 mi<br>total 10.9 mi |
|  | 14. Turn left onto <b>Aventura Blvd</b><br>About 57 secs  | go 0.3 mi<br>total 11.1 mi |
|  | 15. Turn left   | go 56 ft<br>total 11.1 mi  |

 Unknown road

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on [maps.google.com](https://maps.google.com) and click "Report a problem" at the bottom left.



Drive 3.2 miles, 8 min

Directions from 1666 John F Kennedy Causeway to Publix Super Market at Miami Shores





Drive 3.2 miles, 8 min

Directions from 1666 John F Kennedy Causeway to Publix Super Market at Miami Shores

### ○ 1666 John F Kennedy Causeway

North Bay Village, FL 33141

Take John F Kennedy Causeway and NE 82nd St to Club Dr in Miami Shores

2.9 mi / 7 min

- ↑ 1. Head east on John F Kennedy Causeway toward Hispanola Ave 141 ft
- ↪ 2. Make a U-turn at Hispanola Ave 1.4 mi
- ↗ 3. Slight right onto N Bayshore Dr 0.2 mi
- ↑ 4. Continue onto NE 82nd St 0.6 mi
- ↘ 5. Turn right onto Biscayne Blvd 0.4 mi
- ↙ 6. Slight left onto NE 6th Ave 0.2 mi

Take NE 92nd St to Biscayne Blvd

0.2 mi / 33 s

- ↘ 7. Slight right onto Club Dr 354 ft
- ↘ 8. Take the 1st right onto NE 92nd St 0.1 mi

↘ Turn right onto Biscayne Blvd  
 ⓘ Destination will be on the right

0.1 mi / 48 s

### ⊙ Publix Super Market at Miami Shores

9050 Biscayne Blvd, Miami Shores, FL 33138

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

**DATE:** September 9, 2014

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

**RECOMMENDED BY:** Village Manager Frank Rollason

**PRESENTED BY STAFF:** LaKeesha Morris, MSW  
BellTower Consulting Group, LLC  
Village Grant Writer

**SUBJECT:** Florida Highway Beautification Council Grant Program

---

#### REQUEST

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

#### BACKGROUND AND ANALYSIS

**Funding Source:** Florida Department of Transportation

**Grant Title:** Florida Highway Beautification Council Grant Program

**Amount of Grant Request:** \$50,000 **Match Required:** \$50,000 (cash/in-kind)

The Florida Highway Beautification Council (FHBC) was created by the 1987 Legislature when it enacted Sections 339.24 and 339.2405, Florida Statutes. This legislation placed the seven-member Council (Council members are appointed by the Governor) within the Florida Department of Transportation. The primary duty of the Council is to review; score, and rank submitted Highway Beautification Grant Applications. The purpose of the Highway Beautification Grant Program is to provide grant assistance for highway beautification projects to local governmental entities or a local highway beautification council. The deadline to submit the application is **October 1**.

### **Proposed Project**

The Village seeks to install landscaping along the John F. Kennedy Causeway. This will expand the current “pilot project” that the Village is conducting with the Community Enhancement Board. Landscaping will include Florida Native plants/trees. The Village Manager has budgeted \$50,000 to serve as a match for this grant application. The Village seeks authorization from the Village Commission to submit a grant application requesting \$50,000 in grant funding, for a total project cost of \$100,000.

### **RECOMMENDATION**

We recommend that the attached resolution be adopted, authorizing the Village Manager to apply for a Highway Beautification Grant, and if awarded, enter into a Highway Beautification Council Grant Memorandum of Agreement (Exhibit A).



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** August 27, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager   
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGEL, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGEL, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE FORM ATTACHED HERETO; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, many roadside areas and median strips within the Department of Transportation rights-of-way must be maintained and attractively landscaped; and

Whereas, the Commission of North Bay Village approved beautification and improvements to various rights-of-ways by landscaping within the Village; and

Whereas, the Commission of North Bay Village wishes to authorize the Village Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between North Bay Village and the Florida Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Commission of North Bay Village, Florida:

**Section 1.** The Commission of North Bay Village hereby authorizes the Village Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between North Bay Village and the Florida Department of Transportation.

**Section 2.** The Village Clerk of North Bay Village is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Village Commission.

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

**FINAL VOTE AT ADOPTION:**

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

**APPROVED AND ADOPTED** by the Village Commission at a regular meeting assembled this 9<sup>th</sup> day of September 2014.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

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

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

North Bay Village Resolution: Highway Beautification Grant.

SPONSORED BY: The Commission of North Bay Village

**FLORIDA HIGHWAY BEAUTIFICATION COUNCIL  
GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE  
MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the "**DEPARTMENT**" and the North Bay Village, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "**AGENCY.**"

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over and maintains State Road 934 as part of the State Highway System; and

**WHEREAS**, the **AGENCY** seeks to install and maintain certain landscaping within the unpaved areas within the right-of-way of State Road 934; and

**WHEREAS**, the **DEPARTMENT** agrees that landscaping should be installed and maintained as proposed by **AGENCY** and has, through the Florida Highway Beautification Council, awarded **AGENCY** a beautification grant for installing such landscaping; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an **AGREEMENT** designating and setting forth the responsibilities of each party; and

**WHEREAS**, **AGENCY**, by Resolution No. \_\_\_\_, dated \_\_\_\_\_, and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **AGENCY** hereby agrees to install or cause to be installed landscaping on the highway facility as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be pursuant to Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.
2. The **AGENCY** agrees to maintain the landscaping within the median and areas outside the travel way within the right of way pursuant to the Landscape Maintenance Plan(s) included as Exhibit "C", and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The above named functions to be performed by the **AGENCY**, shall be subject to periodic inspections by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.
3. All landscape installation and maintenance activities undertaken by **AGENCY** shall be pursuant to the Work Zone Traffic Control Plan(s) included as Exhibit "D", and Rule 14-40.003, Florida Administrative Code.
4. If at any time after the **AGENCY** has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

- a. If installation is not completed pursuant to the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and deduct the reasonable cost thereof from the money otherwise due the **AGENCY** under this **AGREEMENT**.
- b. If installation has been properly completed or if the **DEPARTMENT** elects not to complete the landscaping under (a) above, and maintenance by **AGENCY** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
- c. The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **AGENCY** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **AGENCY** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **AGENCY** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, **AGENCY** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping after which time the **DEPARTMENT** may remove the same.
6. **AGENCY** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, **AGENCY** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.
7. The **DEPARTMENT** hereby agrees that, upon satisfaction of the conditions of Paragraph 8 of this **AGREEMENT**, the **DEPARTMENT** will pay the **AGENCY** the amount of \$ \_\_\_\_\_ as a grant pursuant to Section 339.2405(11), Florida Statutes. For purposes of this provision, the cost of such installation may only include costs which are allowed by Section 339.2405(11), Florida Statutes.
8. Payment shall be made to the **AGENCY** by the **DEPARTMENT** under the following conditions.
  - a. This **AGREEMENT** has not been terminated pursuant paragraph 4.
  - b. The grant award has not lapsed pursuant to paragraph 11.
  - c. Written certification of the completion of the installation and acceptance by the **AGENCY** is provided to the **DEPARTMENT**.
  - d. The Highway Beautification Council has inspected and issued written approval of the work or has issued a written waiver of its inspection rights pursuant to this **AGREEMENT**.
  - e. A **DEPARTMENT** Landscape Architect has inspected the work and has issued a written determination that the **AGENCY** has completed the installation of the landscaping pursuant to the terms of this **AGREEMENT**.

9. Payment under paragraph 8 of this **AGREEMENT** is also subject to the following conditions.
  - a. Proof of receipt and approval of goods and services must be available upon request by the **DEPARTMENT** or the State Comptroller pursuant to Section 215.42, Florida Statutes.
  - b. Bills for fees or other compensation for services or expenses that are recovered pursuant to this **AGREEMENT** shall contain detail sufficient for a proper preaudit or postaudit thereof.
  - c. Records of costs incurred under the terms of this **AGREEMENT** shall be maintained by the **AGENCY** and made available upon request to the **DEPARTMENT** at all times during the period of this **AGREEMENT** and for three years after final payment is made. Copies of these documents shall be provided to the **DEPARTMENT** upon request. Records of the costs incurred include the **AGENCY'S** general accounting records, together with supporting documents and records of North Bay Village and all subcontractors performing work, and all other records considered necessary by the **DEPARTMENT** for a proper audit of costs.
  
10. The administration of funds awarded by the **DEPARTMENT** to the **AGENCY** may be subject to audits and/or monitoring by the **DEPARTMENT** as described in this section.
  - a. In addition to reviews of audits conducted in accordance with OMB A-133 monitoring procedures may include, but not be limited to, on-site visits by **DEPARTMENT** staff, limited scope audits as defined by OMB A-133, and/or other procedures. By entering into this **AGREEMENT**, the **AGENCY** agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. In the event the **DEPARTMENT** determines that a limited scope or project-specific audit of the **AGENCY** is appropriate, the **AGENCY** agrees to comply with any additional instructions provided by the **DEPARTMENT** to the **AGENCY** regarding such audit. The **AGENCY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General.
  - b. In the event that the **AGENCY** expends a total amount of State awards (i.e., State financial assistance provided to the **AGENCY** to carry out a State project) equal to or in excess of \$300,000 in the **AGENCY'S** fiscal year, the **AGENCY** must have the State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapters 10.550 and 10.650, rules of the Auditor General. Paragraph 7 to this **AGREEMENT** indicates State funds awarded through the **DEPARTMENT** by this **AGREEMENT**. In determining the State awards expended in its fiscal year, the **AGENCY** shall consider all sources of State awards, including State funds received from the **DEPARTMENT**, except that State awards received by a non-State entity for Federal program matching requirements shall be excluded from consideration.
  - c. In connection with the audit requirements addressed in paragraph 10.c. above, the **AGENCY** shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General.
  - d. If the **AGENCY** expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the **AGENCY** expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the **AGENCY'S** funds obtained from other than State entities).

- e. Copies of the financial reporting packages required by Paragraph 10 of this **AGREEMENT** shall be submitted by or on behalf of the **AGENCY** directly to each of the following:  
FDOT District Highway Beautification Council Grant Coordinator  
District Office Address (include the internet address)

State of Florida Auditor General  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- f. Any reports, management letters, or other information required to be submitted to the **DEPARTMENT** pursuant to this **AGREEMENT** shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General, as applicable. When submitting financial reporting package to the **DEPARTMENT** for audits, **AGENCY** should indicate the date that the financial reporting package is delivered to the **DEPARTMENT** in correspondence accompanying the financial reporting package.
11. The beautification grant awarded pursuant to this **AGREEMENT** shall be effective and continue for a period of one (1) year from the date of this **AGREEMENT**.
12. The term of this **AGREEMENT** commences upon execution.
13. The **AGENCY** shall indemnify, defend, and hold harmless the **DEPARTMENT** 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 the **AGENCY**, its agents, or employees, during the performance of the **AGREEMENT**, except that neither the **AGENCY**, its agents, nor its employees will be liable pursuant to this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the **DEPARTMENT** or any of its officers, agents, or employees during the performance of the **AGREEMENT**.
14. When the **DEPARTMENT** receives a notice of claim for damages that may have been caused by the **AGENCY** in the performance of services pursuant to this **AGREEMENT**, the **DEPARTMENT** will immediately forward the claim to **AGENCY**, and the **DEPARTMENT** will evaluate the claim and report their findings to each other within seven working days and will jointly discuss options in defending the claim. After reviewing the claim, the **DEPARTMENT** will determine whether to require the participation of the **AGENCY** in the defense of the claim or to require that the **AGENCY** defend the **DEPARTMENT** in such claim pursuant to this section. The **DEPARTMENT**'s failure to notify the **AGENCY** of a claim shall not release the **AGENCY** from any of the requirements of this section. The **DEPARTMENT** and the **AGENCY** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.
15. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
16. This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.
17. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

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

**NORTH BAY VILLAGE  
(AGENCY)**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**By:** \_\_\_\_\_  
**Mayor**

**By:** \_\_\_\_\_  
**District Secretary**

**Attest:** \_\_\_\_\_(SEAL)  
**Village Clerk**

**Attest:** \_\_\_\_\_(SEAL)  
**Executive Secretary**

\_\_\_\_\_  
**Legal Approval**

\_\_\_\_\_  
**Legal Approval**

EXAMPLE

Catalog of State Financial Assistance (CSFA) Number - 55003  
CSFA Title - Florida Highway Beautification Council  
Object Code - 750003  
Category - 088850

EXAMPLE

**EXHIBIT "A"**

*RESOLUTION BY LOCAL GOVERNMENTAL ENTITY ACCEPTING GRANT,  
AND AUTHORIZING ITS OFFICERS TO EXECUTE THIS AGREEMENT ON ITS BEHALF*

EXAMPLE

**EXHIBIT "B"**

*LANDSCAPE PLAN APPROVED BY DISTRICT LANDSCAPE ARCHITECT*

EXAMPLE

**EXHIBIT "C"**

***LANDSCAPE MAINTENANCE PLAN APPROVED BY DISTRICT LANDSCAPE ARCHITECT***

EXAMPLE



**North Bay Village**

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

**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** September 9, 2014

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

**RECOMMENDED BY STAFF:** Frank Rollason, Village Manager

**PRESENTED BY STAFF:** Frank Rollason, Village Manager  
Bert Wrains, CGFO Finance  
Rodney Carrero, Public Works director

**SUBJECT:** Ratifying the costs for retrofitting of County donated Sanitation Truck

**BACKGROUND:**

The Village’s oldest sanitation collection vehicle is a 1989 Mack truck. All of our sanitation vehicles have had numerous costly repairs recently. We reached out to Miami-Dade County as they were declaring several of their older sanitation collection vehicles as surplus. County Commissioner Sally Heyman was able to secure a donation through the County Commission for one of these vehicles, a 2007 Mack sanitation collection truck for North Bay Village. There was no cost for this vehicle, except to purchase a new tag and convert the hydraulics to our type of collection system. We will also paint the vehicle and add the Village decals.

The Village received this truck in mid-March 2014. The County sanitation collection system handles dumpsters differently than how North Bay Village picks up our dumpsters. Therefore, we had to find a company that could retrofit this vehicle to meet the Village's needs for the lifting of the dumpsters.

The Public Works Director and staff contacted several firms for price quotes for this retrofit work. We were only able to find one firm, Dynamic Power Hydraulic that could complete the full conversion of the truck to our system of lifting the containers. It was critical that we place this donated truck into service as soon as possible, since we were experiencing several breakdowns with our existing 3 sanitation trucks. I authorized this work to be performed by Dynamic Power Hydraulic as a sole source purchase, pursuant to Section 36.25(H) of the Village's Procurement Ordinance. The cost to retrofit the truck to the Villages collections system was \$30,319.88. There is some additional cost to repaint and decal (wrap) the truck which is with in the Village Manager's purchasing authority. The truck should go into service by mid-September.

I hereby request that the Commission ratify this purchase to Dynamic Power Hydraulic to meet the Village's Procurement Code requirements.

**FINANCIAL IMPACT:**

The Sanitation Division operates as a division of the Utility Fund. The Utility Fund is an Enterprise Fund that collects user fees from its customers, and these fees pay 100% of the operating costs of the Enterprise Fund. The FY 2014 Utility Fund budget provided \$65,000 to partly fund the debt service to replace the 3 existing sanitation vehicles. The cost of new sanitation collection vehicles is estimated to be between \$150,000 and \$200,000 each. The \$65,000 was estimated as the annual debt service on \$450,000 to \$600,000 for vehicle financing.

**BUGETARY IMPACT (Finance Dept.):**

The FY 2014 budget contains \$65,000 for debt service, if the Village purchases new sanitation vehicles. These funds are budgeted in the Enterprise Fund and can be used for the full retrofit costs to this sanitation truck.

**PERSONNEL IMPACT:**

This vehicle will allow the Village employees to provide sanitation services more efficiently to our customers with fewer equipment break downs.



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** September 3, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager   
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA RATIFYING EXPENDITURE OF \$30,319.88 TO DYNAMIC POWER HYDRAULIC FOR RETROFITTING THE 2007 MIAMI-DADE COUNTY DONATED MACK SANITATION COLLECTION TRUCK; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA RATIFYING EXPENDITURE OF \$30,319.88 TO DYNAMIC POWER HYDRAULIC FOR RETROFITTING THE 2007 MIAMI-DADE COUNTY DONATED MACK SANITATION COLLECTION TRUCK; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Commissioner Sally Heyman assisted the Village in securing a 2007 Mack Sanitation Truck from Miami-Dade County surplus properties; and

**WHEREAS**, Dynamic Power Hydraulic was the sole company that was able to complete the full conversion of the truck to the current system of the Village for lifting the garbage containers; and

**WHEREAS**, it was critical to place this third truck into service in order to avoid interruption in sanitation services to our residents based on the condition of the three existing sanitation trucks; and

**WHEREAS**, staff recommends that the Village Commission ratify the expenditure of the \$30,319.88 to Dynamic Power Hydraulic for the retrofitting of the donated 2007 Mack Sanitation Collection Truck under the sole source provision, pursuant to Section 36.25(H) of the Village's Procurement Ordinance.

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

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

**Section 2. Waiver of Competitive Bidding.** Competitive bidding for the retrofitting of the 2007 Mack Sanitation Collection Truck is waived pursuant to Section 36.25(I) of the Village Code.

**Section 3. Ratification of Expenditure.** The Village Manager expenditure of \$30,319.88 to Dynamic Power Hydraulic for retrofitting the donated 2007 Mack Sanitation Collection Truck under the sole source provision is hereby ratified.

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 9th day of September 2014.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

---

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

City of North Bay Village Resolution: Ratification of Payment to Dynamic Power Hydraulic for Retrofitting of 2007 Mack Sanitation Collection Truck

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING MARRIAGE EQUALITY; URGING THE STATE OF FLORIDA TO STOP OPPOSING MARRIAGE EQUALITY THROUGH THE COURTS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, North Bay Village strives to protect the equal rights of all its residents without regard to race, color, creed, religion, gender, familial status, sexual orientation, gender identity, or gender expression; and

**WHEREAS**, North Bay Village derives great strength from the diversity of its residents, employees and visitors; and,

**WHEREAS**, the lack of access to marriage under the laws of the State of Florida deprives members of the lesbian, gay, bisexual, and transgender community of benefits and responsibilities afforded to heterosexual couples, including spousal social security and pension benefits, tax equity, and medical decision-making authority; and,

**WHEREAS**, domestic partnership and civil union laws bring welcome recognition to same-sex couples and their families, but marriage remains the most widely accepted and best legal mechanism for protecting these families;

**WHEREAS**, the state of Florida is using taxpayers' money to defend the discrimination of same sex couples.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA.**

**Section 1.** The North Bay Village Commission supports equal access to legal marriage for same-sex couples, and opposes laws and constitutional amendments that deny equal access to legal marriage for same-sex couples.

**Section 2.** The North Bay Village Commission urges Florida Governor and Attorney General to stand with the residents of North Bay Village and support marriage equality by halting the use of taxpayers' dollars to defend Florida's discriminatory constitutional amendment Article 1, Section 27, through Florida courts.

**Section 3.** The Village Clerk is directed to forward a copy of this Resolution to the Miami-Dade County Board of County Commissioners, the Miami Dade County Legislative Delegation and to the Governor.

**Section 4.** This Resolution is effective immediately upon its passage.

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September 2014.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

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

---

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

North Bay Village Resolution: Supporting Marriage Equality.



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** August 18, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Richard Chervony  
Commissioner 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SUPPORTING MARRIAGE EQUALITY; URGING THE STATE OF FLORIDA TO STOP OPPOSING MARRIAGE EQUALITY THROUGH THE COURTS; SETTING AN EFFECTIVE DATE.**

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

RC:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.93 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

**WHEREAS**, Section 6.03 of the Village Charter establishes the authority for the Village Commission to develop Advisory Boards; and

**WHEREAS**, the Village Commission desires to develop the Special Needs Advisory Board to identify structured activity programs to meet the needs of residents with functional impairments, as well as seniors and children.

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

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

**Section 2. Village Code Amended.** Chapter 32, Departments and Boards, of the North Bay Village Code of Ordinances is amended to read as follows<sup>1</sup>:

**SPECIAL NEEDS ADVISORY BOARD**

**§ 32.86 Establishment**

A Special Needs Advisory Board is hereby created to identify special needs residents in the community and locate structured activity programs to meet the needs of individuals with functional impairments, as well as provide assistance during emergencies.

The Special Needs Advisory Board shall consist of three (3) members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in §6.01 of the Charter.

To the extent possible, the following areas should be represented by the members of the Board with the expertise in such areas as:

1. Developmental special needs.
2. Physical special needs
3. Seniors and children with special needs
4. Women's issues such as domestic violence.
5. Emotional special needs.

**§ 32.88 Qualifications.**

The members of the Special Needs Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

**§ 32.89 Terms; removal from office.**

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

Members who fail to attend three consecutive meetings without prior written notice will be subject to recommendation for removal to the Village Commission.

**§ 32.90 Vacancy.**

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

**§ 32.91 Power and duties**

The Special Needs Advisory Board shall be charged with the following duties:

1. Appoint its own chair and vice-chair;
2. Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
3. Identify Special Needs individuals in the Village.
4. Coordinate with Village Staff to maintain contact information on individuals who falls into this category.
5. Identify programs and services that cater to the special needs community.

6. Hold public meetings in order to solicit public input regarding special needs services and programs;
7. Serve as liaison between the Village and the Special Needs community.
8. Make bi-monthly reports to the Village Commission regarding its activities.
10. Any other duties which the Village Commission may, in the future request.

**§ 32.92 Officers**

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

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission bimonthly.

**§ 32.93 Meetings; quorum; voting period.**

- (A) The Special Needs Advisory Board shall hold regular bi-monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. Special Meetings may be called by any member of the Board, with written notice mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and two members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

**Section 3. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

**Section 4. Codification.** This ordinance shall be codified and included in the Code of Ordinances.

**Section 5. Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading on \_\_\_\_\_ was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**The Votes** were as follows:

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

A motion to approve the foregoing Ordinance on second reading was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

---

Yvonne P. Hamilton, CMC  
Village Clerk

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

---

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

North Bay Village Ordinance: Special Needs Advisory Board.



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** August 27, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Jorge Gonzalez  
Commissioner

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.93 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

JG:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTION 32.30(E) TO PROVIDE ALTERNATE MEMBERS TO THE BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

**WHEREAS**, pursuant to the Village Charter, the Village Commission has created a Planning & Zoning Board that is responsible for reviewing and evaluating all land development orders (such as plats, site plans, site plan modifications, special use exceptions, variances) and other zoning related issues under Chapter 152 of the North Bay Village Code of Ordinances and making recommendations to the Village Commission for consideration; and

**WHEREAS**, the Planning & Zoning Board consists of five members; and

**WHEREAS**, on given occasions, members of the Planning & Zoning Board may be faced with a conflict of interest which may require the member to recuse himself/herself from taking any part in the discussion or recommendation on applications before the Board or are unable to attend for different reasons, which may make it difficult to obtain a majority of the board to move the action forward; and

**WHEREAS**, the Village Commission desires to amend the Code of Ordinances to provide a process for appointing up to two alternate members to the Planning & Zoning Board. These individuals would serve when members are absent or unable to participate on an application or matter before the respective board.

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

**Section 1. Recitals Adopted.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 2. Village Code Amended.** Chapter 32, Departments and Boards, of the North Bay Village Code of Ordinances is amended to read as follows<sup>1</sup>:

<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

## PLANNING & ZONING BOARD

### § 32.30 Creation; members.

(A)

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

(B)

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

(C)

*Terms, vacancies, removal from office.* The original members of the Board shall be appointed by the Village Commission at the meeting in which this section is finally adopted. Members of the Board shall be appointed by the Village Commission for a term of two years concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election.

(D)

*Participation of ex officio members.* The Mayor and the Village Manager shall serve as ex officio members of the Planning and Zoning Board; however, their participation in matters before the Board shall be limited to discussion and their presence shall not constitute a quorum in the absence of other members, nor shall they be entitled to vote or otherwise participate in making recommendations to the Village Commission.

(E) *Alternate Member.* An alternate member shall be an individual appointed to the Planning & Zoning Board when a regular member is unable to participate on an application or matter before the respective board in an attempt to have full membership at all times, as provided herein.

In the event that a Planning and Zoning Board Member/s is/are absent for any reason, alternate member/s is/are hereby authorized to take the place of an absent Planning & Zoning Board Member. The alternate member shall be qualified to take the place of an absent Planning & Zoning Board member immediately following appointment by the Village Commission.

It is the desire of the Village Commission to have full complement of voting members at each meeting in which action is to be taken on an application. In any instance where a voting member of the Planning & Zoning Board is absent, the use of an alternate member is hereby authorized pursuant to the provisions of this chapter. Alternate members will be utilized to obtain full membership, when possible, at meetings. The Village will keep alternates informed and active in zoning matters.

Alternates shall be contacted to attend the Planning & Zoning Board Meetings on a rotating basis by alphabetical order of last name, except when only one member is available. The Village Clerk shall contact alternate members immediately upon notification that a regular member/s of the Board is unable to attend the meeting.

All provisions of state and local laws relating to the Planning & Zoning Board members eligibility, vacancy in office, removal, compatibility of office and service on other boards, as well as any provisions of local laws relating to training and attendance shall also apply to alternate members.

When appointed, alternate members shall possess all of the powers and responsibilities of such member of the Board.

### § 32.31 Vacancy.

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

**§ 32.32 Officers.**

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

**§ 32.33 Meetings.**

The Planning and Zoning Board shall hold regular meetings at such time and place as the Mayor and Commission may establish by Resolution and may hold special meetings at any other time on written call of the Chairman, mailed three days prior to the called meeting. Notices of all meetings shall be sent to residents, home owners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission, pursuant to Section 152.096 of the North Bay Village Code. In the event that the Chairman shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting. All meetings of the Board shall be open to the public and three members shall constitute a quorum. A majority vote of the Board shall be required on all recommendations made to the Village Commission.

**§ 32.34 Powers; rules and regulations.**

(A)

The Planning and Zoning Board shall have the authority and duties set forth in § 152.101.

(B)

The Board shall adopt its own rules and regulations and rules of procedure including but not limited to rules and regulations in connection with the processing of applications for variances.

**Section 3. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

**Section 4. Codification.** This ordinance shall be codified and included in the code of ordinances.

**Section 5. Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading on \_\_\_\_\_ was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**The Votes were as follows:**

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

A motion to approve the foregoing Ordinance on final reading was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

**DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.**

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

---

Yvonne P. Hamilton, CMC  
Village Clerk

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

---

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

North Bay Village Ordinance: Planning & Zoning Board Regulations Amendment-Alternates



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** August 27, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Jorge Gonzalez  
Commissioner

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTION 32.30(E) TO PROVIDE ALTERNATE MEMBERS TO THE BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

JG:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**North Bay Village**

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

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

**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM****DATE: September 9, 2014****TO: Mayor Connie Leon Kreps  
Vice-Mayor Eddie Lim  
Commissioner Dr. Richard Chervony  
Commissioner Wendy Duvall  
Commissioner Jorge Gonzalez****RECOMMENDED BY:****Frank Rollason, Village Manager****PRESENTED BY STAFF:****Frank Rollason, Village Manager****SUBJECT: Health Insurance Services**

---

**RECOMMENDATION:**

It is recommended that the Village enter into an agreement with Neighborhood (NHP)/United Healthcare(UHC) to provide health, vision and dental services to Village employees and enter into an agreement with NHP/UHC for Elected officials who desire to join the health plan. The policies are due for renewal on October 1, 2014.

**BACKGROUND:**

This year health insurance renewals for municipalities such as ours have seen a trend of high increase in premium rates across the board. That was originally the case for our renewal. We were quoted at a 11% premium increase.

However, our Agent of Record, Charles Citrin of Citrin Financial, Inc., was able to negotiate with our providers to lower that increase from an 11% to a 6.5%. We have had to modify our plan structure a bit, but feel confident that with this renewal we are providing decent plans to our employees at a fair price for both the Village and the employees. Per contractual obligations, the Village will continue to pay 100% employee only coverage and 60% dependant coverage. The Village will continue to offer the Health insurance through NHP/UCH for elected officials who wish to pay the full premium cost for health coverage.

**FINANCIAL IMPACT:**

We had tentatively budgeted an 8.1% increase in our general fund budget to cover these services for next year. Since the renewal came back 1.6% less than we budgeted, we will not have to allocate as much funds as previously thought to cover these services. The total savings that we will acquire from the expected budgeted amount is \$ 10,466.00.

**PERSONNEL IMPACT:**

Since premiums went up, there will be an increase in employee bi-weekly deductions for FY 14-15. The total monthly premiums increase will also affect any elected official who wishes to join.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM North Bay Village

**DATE:** August 18, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, VISION, AND DENTAL INSURANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, VISION, AND DENTAL INSURANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village desires to continue to provide a Group Health, Dental and Vision Insurance program that offers good benefits at an affordable cost to both the Village and its employees; and

**WHEREAS**, in 2013 the Village awarded a contract to Neighborhood/United Health after the Village Insurance Broker/Consultant, Citrin Financial Group solicited proposals for the health and dental coverage included in the Group Insurance Program for Village employees; and

**WHEREAS**, after anticipated increases in health insurance premiums, the Village's Group Insurance Broker/Consultant negotiated a reduced rate with the current insurance provider; and

**WHEREAS**, the Broker and Staff recommend renewal of the pricing terms for Neighborhood/United Health Care for health, dental, and vision insurance with the Options NHP-FOBG/PJ, NHP-FOBV, and UHC 5P-8/40 for health insurance, as well as dental and vision as outlined in the attached Analysis.

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

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

**Section 2. Approval of Renewed Pricing Terms.** The pricing terms for Neighborhood/United Health Care for health, dental, and vision insurance with the Options NHP-FOBG/PJ, NHP-FOBV and UHC 5P-8/40 for health insurance as shown on the Analysis attached as "Exhibit 1", be accepted for renewal for Fiscal Year 2014-2015.

**Section 3. Execution of any Required Agreements.** The Village Manager is authorized to execute any required agreements, subject to the approval as to form and legality by the Village Attorney

**Section 4. Authorization of City Officials.** The Village Manager is authorized to implement the terms and conditions of any such agreements.

**Section 5. Authorization of Fund Expenditure.** The Village Manager is authorized to expend budgeted funds associated with the renewal of the pricing for the health, dental, and insurance coverages.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September, 2014.

---

Connie Leon-Kreps  
Mayor

**ATTEST:**

---

Yvonne P. Hamilton, CMC  
Village Clerk

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

---

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

North Bay Village Resolution: Health, Vision, and Dental Insurance for FY 2014-2015.

### North Bay Village- Health Election / Payroll Deduction Form

Employee Name: \_\_\_\_\_

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### HEALTH

Benefits	Option 1: NHP-FOBG / PJ (Direct access HMO) replaces DVD plan  (no referral needed but pre-authorization needed on some occasions such as inpatient and outpatient services)	Option 2: NHP-FOBV (Direct access HMO) replaces DV7 plan  (no referral needed but pre-authorization needed on some occasions such as inpatient and outpatient services)	Option 3: UHC 5P-8/40 (POS plan- open access) replaces FXS-P  (no referral needed)
Office Copay (PCP/SPC)	\$15 / \$15 per visit	\$25 / \$45 per visit	\$30 / \$60 per visit
Other Copays (IP/OP/ER/UC)	\$500 per admission /\$0 / \$50 /\$25	Pay deductible + \$250 (per admission)/ pay deductible /\$200 /\$50	Pay deductible/\$350/\$350 / \$100
Labs, Xray Diagnostics / Mayor Diagnostics	\$0 / \$0	100% covered / \$200 per exam	100% covered / pay deductible
Deductible (in network single / family) (out of network single / family)	\$0 / 0 (individual coverage / family)  NO OUT OF NETWORK	\$1,500/\$3,000 (single / family)  \$3,000 / \$6,000 (single / family)	\$1,000/\$2,000 (single / family)  \$2,000 / \$4,000 (family coverage)
Coinsurance	100%	100%	100%
Pharmacy (gen / brand / non form / inject)	\$10/\$35/\$560 /30% GH	\$15/\$45/\$65 /30% GH	\$10/\$35/\$60/\$100
Out of Pocket Maximum in network (single/family)	\$1,500 / 3,000	\$4,500 / \$9,000	\$3,000 / \$6,000
out of network (single / family)	NO OUT OF NETWORK	\$8,000 / \$16,000	\$6,000 / \$12,000
<b>BI-WEEKLY DEDUCTIONS (PLEASE PLACE A CHECK MARK IN THE BOX OF THE PLAN YOU WILL LIKE TO CHOOSE)</b>	EMPLOYEE ONLY (NO DEDUCTION ) <input type="checkbox"/> EMPLOYEE & SPOUSE (\$154.78 bw) <input type="checkbox"/> EMPLOYEE & CHILD (\$127.30 bw) <input type="checkbox"/> EMPLOYEE & FAMILY (\$314.63 bw) <input type="checkbox"/>	EMPLOYEE ONLY (NO DEDUCTION ) <input type="checkbox"/> EMPLOYEE & SPOUSE (\$117.04 bw) <input type="checkbox"/> EMPLOYEE & CHILD (\$92.26 bw) <input type="checkbox"/> EMPLOYEE & FAMILY (\$237.92 bw) <input type="checkbox"/>	EMPLOYEE ONLY (NO DEDUCTION ) <input type="checkbox"/> EMPLOYEE & SPOUSE (\$149.79 bw) <input type="checkbox"/> EMPLOYEE & CHILD (\$123.19 bw) <input type="checkbox"/> EMPLOYEE & FAMILY (\$304.49 bw) <input type="checkbox"/>

**DENTAL (UHC)****VISION (NHP)**

<b>BI-WEEKLY DEDUCTIONS</b> <b>(PLEASE PLACE A CHECK</b> <b>MARK IN THE BOX OF THE</b> <b>PLAN YOU WILL LIKE TO</b> <b>CHOOSE)</b>	EMPLOYEE ONLY (NO DEDUCTION )	<input type="checkbox"/>		EMPLOYEE ONLY (\$3.97 bw)	<input type="checkbox"/>
	EMPLOYEE & SPOUSE (\$4.76 bw )	<input type="checkbox"/>		EMPLOYEE & SPOUSE (\$7.74 bw)	<input type="checkbox"/>
	EMPLOYEE & CHILD (\$5.63 bw)	<input type="checkbox"/>		EMPLOYEE & CHILD (\$8.14 bw)	<input type="checkbox"/>
	EMPLOYEE & FAMILY (\$11.13 bw)	<input type="checkbox"/>		EMPLOYEE & FAMILY (\$11.32 bw)	<input type="checkbox"/>

I hereby authorize the above deductions until further notice. I understand that I will not be able to change my selection until open enrollment held in October of next year

Employee Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

<small>SIGN ONLY IF WAIVING COVERAGE: I have been offered the above insurance coverage and I hereby waive my right to enroll at this time. I understand that by signing the below I will not be able to enroll until next year at open enrollment and could be subject to pre-existing status.</small>	
EMPLOYEE SIGNATURE	DATE: ___/___/___

**North Bay Village- Health Election / ELECTED OFFICIALS**

Employee Name: \_\_\_\_\_

Today's Date: \_\_\_ / \_\_\_ / \_\_\_

**HEALTH**

Benefits	Option 1: NHP-FOBG / PJ (Direct access HMO) replaces DVD plan  (no referral needed but pre-authorization needed on some occasions such as inpatient and outpatient services)	Option 2: NHP-FOBV (Direct access HMO) replaces DV7 plan  (no referral needed but pre-authorization needed on some occasions such as inpatient and outpatient services)	Option 3: UHC 5P-8/40 (POS plan- open access) replaces FXS-P  (no referral needed)
Office Copay (PCP/SPC)	\$15 / \$15 per visit	\$25 / \$45 per visit	\$30 / \$60 per visit
Other Copays (IP/OP/ER/UC)	\$500 per admission /\$0 / \$50 /\$25	Pay deductible + \$250 (per admission)/ pay deductible /\$200 /\$50	Pay deductible/\$350/\$350 / \$100
Labs, Xray Diagnostics / Mayor Diagnostics	\$0 / \$0	100% covered / \$200 per exam	100% covered / pay deductible
Deductible (in network single / family) (out of network single / family)	\$0 / 0 (individual coverage / family)  NO OUT OF NETWORK	\$1,500/\$3,000 (single / family)  \$3,000 / \$6,000 (single / family)	\$1,000/\$2,000 (single / family)  \$2,000 / \$4,000 (family coverage)
Coinsurance	100%	100%	100%
Pharmacy (gen / brand / non form / inject)	\$10/\$35/\$560 /30% GH	\$15/\$45/\$65 /30% GH	\$10/\$35/\$60/\$100
Out of Pocket Maximum in network (single/family)	\$1,500 / 3,000	\$4,500 / \$9,000	\$3,000 / \$6,000
out of network (single / family)	NO OUT OF NETWORK	\$8,000 / \$16,000	\$6,000 / \$12,000
<b>MONTHLY PAYMENTS (PLEASE PLACE A CHECK MARK IN THE BOX OF THE PLAN YOU WILL LIKE TO CHOOSE)</b>	EMPLOYEE ONLY (\$783.56) <input type="checkbox"/> EMPLOYEE & SPOUSE (\$1,621.96) <input type="checkbox"/> EMPLOYEE & CHILD (\$1,479.10) <input type="checkbox"/> EMPLOYEE & FAMILY (\$2,487.83) <input type="checkbox"/>	EMPLOYEE ONLY (\$592.51) <input type="checkbox"/> EMPLOYEE & SPOUSE (\$1,226.49) <input type="checkbox"/> EMPLOYEE & CHILD (\$1,113.92) <input type="checkbox"/> EMPLOYEE & FAMILY (\$1,881.23) <input type="checkbox"/>	EMPLOYEE ONLY (\$758.30) <input type="checkbox"/> EMPLOYEE & SPOUSE (\$1,569.68) <input type="checkbox"/> EMPLOYEE & CHILD (\$1,425.60) <input type="checkbox"/> EMPLOYEE & FAMILY (\$2,407) <input type="checkbox"/>

I hereby agree to pay the Village the full health insurance premium cost for participation on my elected plan. I understand that I will not be able to change my selection until open enrollment held in October of next year

Elected Official's Signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

**SIGN ONLY IF WAIVING COVERAGE:** I have been offered the above insurance coverage and I hereby waive my right to enroll at this time. I understand that by signing the below I will not be able to enroll until next year at open enrollment and could be subject to pre-existing status. **ELECTED OFFICIAL'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_ / \_\_\_ / \_\_\_

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DIRECTING THE VILLAGE ATTORNEY TO ANALYZE THE CURRENT STATUS OF THE PROPERTY CURRENTLY IDENTIFIED IN THE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0100, 7904 WEST DRIVE, BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM, LOTS 4 AND 6, TRACK C, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, AND SPECIFICALLY THE PENTHOUSE OF THIS CONDOMINIUM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

**WHEREAS**, the Commission of North Bay Village, Miami-Dade County, Florida, adopted ordinance Number 85-05, on May 28, 2005, creating an official Zoning District Map, clearly showing the zoning district boundaries, zoning district names, and associated development standards; and

**WHEREAS**, the property located at 7904 West Drive has two zoning designations. Lot 4 lies in the RM-70 (High Density Multiple-Family Residential) District and the other half, Lot 6, lies within the CG (general commercial) District, and

**WHEREAS**, the Commission of North Bay Village, Florida, along with prior Village Commissions have attempted to ascertain a Resolution of what action the commission can take, consistent with the Comprehensive Plan, the Village's Zoning Code, State, County, and Village Law, with input by the Village Planning Consultant.

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

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

**Section 2. Direction to Village Attorney.** The Village Attorney is hereby directed to evaluate the property at 7904 West Drive as described herein and advise the Village Commission as to what action can be taken to resolve the zoning issue pertaining to use of the Penthouse Units, in accordance with the Village's Comprehensive Plan, the Village's Zoning Code, as well as State County, and other Village Laws.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED this 9th day of September 2014.**

\_\_\_\_\_  
Mayor Connie Leon-Kreps

Attest:

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution:7904 West Drive Pent House.



## North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

#### North Bay Village

**DATE:** August 27, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Eddie Lim   
Village Mayor  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DIRECTING THE VILLAGE ATTORNEY TO ANALYZE THE CURRENT STATUS OF THE PROPERTY CURRENTLY IDENTIFIED IN THE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0100, 7904 WEST DRIVE, BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM, LOTS 4 AND 6, TRACK C, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, AND SPECIFICALLY THE PENTHOUSE OF THIS CONDOMINIUM; SETTING AN EFFECTIVE DATE.**

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

EL:yph

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SETTING POLICY FOR NORTH BAY VILLAGE; REQUIRING ALL VILLAGE INFRASTRUCTURE PROJECTS TO CONSIDER POTENTIAL IMPACTS OF SEA LEVEL RISE DURING ALL PROJECT PHASES, INCLUDING BUT NOT LIMITED TO PLANNING, DESIGN, AND CONSTRUCTION, AND FURTHER DIRECTING THE VILLAGE MANAGER TO EVALUATE THE EXISTING INFRASTRUCTURE IN THE FACE OF SEA LEVEL RISE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY AND COMMISSIONER JORGE GONZALEZ)**

**WHEREAS**, Southeast Florida is considered one of the most vulnerable areas of the country to the consequences of sea level rise; and

**WHEREAS**, North Bay Village is composed of a large section of waterfront property and is a low-lying coastal community at the frontline to experience the impacts of sea level rise; and

**WHEREAS**, North Bay Village has various vital facilities and infrastructure that could be adversely affected by sea level rise; and

**WHEREAS**, climate scientists and other groups such as the Southeast Environmental Research Center and the National Oceanic and Atmospheric Administration's Coastal Services Center have predicted the potential erosion of dry land and loss of waterfront property in Miami-Dade County as a result of sea level rise; and

**WHEREAS**, according to the National Wildlife Federation and the Florida Wildlife Federation a mid-range sea level rise of fifteen (15) inches in Biscayne Bay would result in an 85% loss of cypress swamp, a 33% loss of inland fresh marsh, a 79% loss of tidal flats, and a 54% loss of salt marsh; and

**WHEREAS**, North Bay Village, a three-island community needs to address sea level rise and climate change through policies which call for the consideration of sea level rise and climate change as an integral component of all planning processes, including incorporation into public investment processes and decisions; and

**WHEREAS**, a Unified Sea Level Rise Projection for Southeast Florida" was developed by a Sea Level Rise Technical Ad Hoc Work Group of the Southeast Florida Regional Climate Compact; and

**WHEREAS**, Miami-Dade Commission had previously created the Miami-Dade Climate Change Advisory Task Force, established in July 2006 for a period of five years, which served as an advisory board to the Miami-Dade Commission on the issue of global warming climate change and was charged with identifying potential future climate change impacts to Miami-Dade County, while providing recommendations regarding mitigation and adaptation measures to respond to climate change; and

**WHEREAS**, the Miami-Dade Climate Change Advisory Task Force co-chaired the Interagency Climate Change Adaptation Task Force with the White House Council on Environmental Quality, the Office of Science and Technology Policy, and the National Oceanic and Atmosphere Administration, and released its interagency report in October of 2010 Agenda Item No. Page No. 3 outlining recommendations to the President of the United States for how Federal Agency policies and programs can better prepare the United States to respond to the impacts of climate change; and

**WHEREAS**, in 2012 through Resolution No. R-240-13, Miami-Dade County Climate Action Plan, with recommendations for regionally coordinated climate change mitigation, adaptation strategies, and efforts in building community resilience; and

**WHEREAS**, local, regional, and national news media outlets have recently featured numerous stories with varied predictions on Southeast Florida's vulnerability to sea level rise; and

**WHEREAS**, the Miami-Dade Sea Level Rise Task Force is currently reviewing the relevant data and prior studies, assessments, reports, and evaluations of the potential impact of sea level rise on vital public services and facilities, real estate, water and other ecological resources, water front property, and infrastructure; and

**WHEREAS**, the Miami-Dade Sea Level Rise Task Force will provide a comprehensive and realistic assessment of the likely and potential impacts to sea level and storm surge over time, which shall be used to help develop a set for feedback development of capital facilities planning, budgetary priorities and other programs which will aid North Bay Village in taking all appropriate actions to reduce its contributions to climate-induced sea level rise and to ensure its resiliency to the increase in sea level rise, storm surge and related impacts which are expected to occur.

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

**Section 1.** It is the policy of North Bay Village that all Village infrastructure projects, including but not limited to the Village that all Village installation of mechanical and electrical system, Village infrastructure modifications, and installation of infrastructure renovations, initiated from the effective date of this resolutions shall consider sea level rise projections and potential impacts as best estimated impacts as best estimated at the time of the project, using the regionally consistent unified sea level rise projections, during all project phases including but not limited to planning, design, and construction, in order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

**Section 2.** The Village Commission hereby directs the Village Manager to establish recommended priorities for adapting existing Village infrastructure located at increased risk of flooding and tidal inundation with increases in sea level to the degree opportunity and resources allow, and shall present such recommended priorities to the commission for approval, including committee review, within one-hundred-twenty (120) days of the effective date of this resolution.

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

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 9th day of September 2014.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Setting Sea Level Rise Policy.



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** September 3, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:**   
Commissioner Richard Chervony

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SETTING POLICY FOR NORTH BAY VILLAGE; REQUIRING ALL VILLAGE INFRASTRUCTURE PROJECTS TO CONSIDER POTENTIAL IMPACTS OF SEA LEVEL RISE DURING ALL PROJECT PHASES, INCLUDING BUT NOT LIMITED TO PLANNING, DESIGN, AND CONSTRUCTION, AND FURTHER DIRECTING THE VILLAGE MANAGER TO EVALUATE THE EXISTING INFRASTRUCTURE IN THE FACE OF SEA LEVEL RISE; SETTING AN EFFECTIVE DATE.**

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

RC:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez



## North Bay Village

Administrative Offices

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

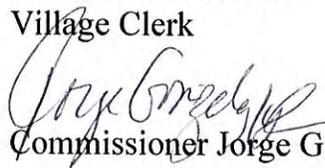
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** September 3, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:**   
Commissioner Jorge Gonzalez

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SETTING POLICY FOR NORTH BAY VILLAGE; REQUIRING ALL VILLAGE INFRASTRUCTURE PROJECTS TO CONSIDER POTENTIAL IMPACTS OF SEA LEVEL RISE DURING ALL PROJECT PHASES, INCLUDING BUT NOT LIMITED TO PLANNING, DESIGN, AND CONSTRUCTION, AND FURTHER DIRECTING THE VILLAGE MANAGER TO EVALUATE THE EXISTING INFRASTRUCTURE IN THE FACE OF SEA LEVEL RISE; SETTING AN EFFECTIVE DATE.**

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

JG:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez



## Memorandum

**To:** North Bay Village Commission  
**From:** James G. LaRue, AICP  
**Date:** July 23, 2014  
**Subject:** Proposed Mechanical Encroachments Ordinance

---

As you may already be aware, property owners within the Village regularly apply for approval of building permits for plans that include mechanical equipment in required side setback areas. Mechanical equipment is a term we use to refer to several types of machinery, such as air conditioning units, generators and swimming pool related equipment.

The current code requires that applicants must apply for a variance to place mechanical equipment in the setback area. However, since variance requests of this type have been routinely approved, it is apparent to staff that allowing mechanical equipment to encroach three or four feet into the setback area is something that the Village would like to allow; and this is not inappropriate. It also appears that historically, the Building Department may have been approving the installation of mechanical equipment in setback areas without submitting them for variances. Due to the general trend and local attitude towards this subject, staff recommends that a text amendment to the Village Code should be made, which allows for the installation of mechanical equipment in setback areas as a matter of right, without the need for a variance. This will provide savings of both time and money to the residents and the Village Administration.

Staff is currently in the process of compiling a list of recommendations for large scale LDC revisions which will address a variety of inconsistencies and issues with the existing Code. It may be some time before those major revisions are adopted. So, prior to that proposal, we are bringing forward this small text change which would add certain types of mechanical equipment to the list of approved setback encroachments, along with a few stipulations in regard to the distance of approved encroachment, the height of the mechanical equipment and the level of noise produced by said equipment. The Village Planning & Zoning Board voted unanimously to recommend approval of this item at their meeting on July 15, 2014

**CC:** Yvonne Hamilton, Village Clerk  
Frank Rollason, Village Manager  
Robert Switkes, Village Attorney



## Memorandum

**To:** North Bay Village Planning & Zoning Board  
**From:** James G. LaRue, AICP  
**Date:** July 7, 2014  
**Subject:** Proposed Mechanical Encroachments Ordinance

---

As you may already be aware, property owners within the Village regularly apply for approval of building permits for plans that include mechanical equipment in required side setback areas. Mechanical equipment is a term we use to refer to several types of machinery, such as air conditioning units, generators and swimming pool related equipment.

The current code requires that applicants must apply for a variance to place mechanical equipment in the setback area. However, since every variance request of this type that has gone before the Commission has been approved, it is apparent to staff that allowing mechanical equipment to encroach three or four feet into the setback area is something that the Village would like to allow. Additionally, it appears that historically, the Building Department may have been approving the installation of mechanical equipment in setback areas without submitting them for variances. Due to the general trend and local attitude towards this subject, staff recommends that a text amendment to the Village Code should be made, which allows for the installation of mechanical equipment in setback areas as a matter of right, without the need for a variance.

Staff is currently in the process of compiling a list of recommendations for a large scale LDC amendment which will address a variety of inconsistencies and issues with the existing Code. It may be some time before those major revisions are adopted. So, prior to that proposal, we are bringing forward a small text amendment which would add certain mechanical equipment to the list of approved setback encroachments, along with a few stipulations on the distance of approved encroachment and the level of noise produced by said mechanical equipment.

**CC:** Yvonne Hamilton, Village Clerk  
Frank Rollason, Village Manager  
Robert Switkes, Village Attorney



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** July 21, 2014

**TO:** Yvonne P. Hamilton  
Village Clerk

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA,  
AMENDING CHAPTER 152 OF THE NORTH BAY  
VILLAGE CODE OF ORDINANCES ENTITLED  
"ZONING" BY AMENDING SECTION 152.056, SETBACK  
ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING  
FOR CONFLICTS; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR INCLUSION IN THE CODE; AND  
PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.056, SETBACK ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the municipality of North Bay Village (the "Village") seeks to encourage flexibility for placement of mechanical equipment in side yard setback areas, and

**WHEREAS**, the Village recognizes that variances for the placement of mechanical equipment in side setback areas have generally been approved by the Village Commission, and.

**WHEREAS**, the Village recognizes the need to define what mechanical equipment shall be allowed to encroach on side setback areas, and

**WHEREAS**, the Planning and Zoning Board has reviewed this zoning code modification at a duly advertised public hearing and recommended approval of the zoning code change, and

**WHEREAS**, the Village Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

**Section 1. Recitals Adopted.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 2.** Section 152.056, Setback Encroachments, of the Code of Ordinances for North Bay Village is hereby amended by adding section D to read as follows:

**(D) In the Single Family Zoning Districts, ground mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators and other similar equipment, may be placed in a side yard setback area; provided:**

- (1) the unobstructed side setback area is not reduced by more than 50% of what is required in the zoning district regulations; and**
- (2) the equipment placed in the setback area does not operate above 70 decibels; and**
- (3) the equipment placed in the setback area does not exceed a height of 48 inches above ground level.**

**Section 3. Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 5. Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on July 29, 2014 was offered by Commissioner Jorge Gonzalez, seconded by Vice Mayor Eddie Lim.

**The Votes were as follows:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

A motion to approve the foregoing Ordinance on final reading was offered by Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED** \_\_th day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, Village Clerk, CMC

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

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

North Bay Village Ordinance: Mechanical Equipment Encroachment-Chapter 152.0971.

(B) Notice to adjacent municipalities. When any proposed change of a zoning district boundary lies within 500 feet of the boundary of a municipality, notice of the proposed change, together with the date, time, and place of the public hearing shall be forwarded to the planning board, if such exists, or the governing body of the municipality, in order to give the municipality an opportunity to appear at the hearing and express its opinion on the effect of the boundary change.

(C) Withdrawal of petition or request for postponement. Any petition may be withdrawn by a request in writing from the petitioner at any time before a decision by the Village Commission; however, filing fees shall not be refunded upon any withdrawal. Postponement of a scheduled hearing will normally not be granted unless evidence which is vital to the decision is unavoidably missing or there is objective evidence of the illness or incapacity of a principal.  
(Ord. of 4-1-83; Ord. No. 02-19, § 4, 6-25-02)

#### § 152.097 Variances.

(A) The Village Commission shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of this chapter, and to prescribe appropriate conditions and safeguards associated with the granting of a variance. However, under no circumstances shall the Village Commission grant a variance to permit a use not permitted in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in that district.

(B) In order to authorize any variance from the strict application of the provisions of this Ordinance, the Village Commission must and shall find:

- (1) That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district; that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property; and that the strict application of the provisions of this chapter would (or would not)

deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would (or would not) involve an unnecessary hardship for the applicant.

- (2) That granting the variance requested will not (or will) confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district; and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
- (3) That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(C) In order to recommend approval of a variance, or grant a variance, the Planning and Zoning Board, or the Village Commission, as the case may be, must make an affirmative finding with respect to the criteria contained in division (B) above. These findings may be made by one motion addressed to all three findings or, at the request of any member of the Board or Commission as the case may be, a finding or findings shall be considered separately. The findings shall be made prior to the vote on the application. The variance application shall be considered as a whole unless any member of the Planning and Zoning Board, or Village Commission, as the case may be, shall request that the application be considered in parts, in which event the application shall be considered in such parts as requested. In light of the particular circumstances involved with each separate variance request, the grant of any variance shall not constitute or be deemed a precedent for the grant of any other variance.  
(Ord., passed 4-1-83; Am. Ord. 85-04, passed 5-14-85)

#### § 152.0971 Non-use variances.

(A) Notwithstanding any other provision of this chapter, in residential districts, upon application duly made upon an application form to be

provided by the Department, the Village Commission may consider requests for non-use variances which are defined as variances of setback lines, lot size, restrictions and yard requirements for the location and construction of fences, nonpermanent carports, screen enclosures, sheds, awnings and air conditioning compressors, swimming pool pumps and pool heating equipment.

(B) The Commission may grant such variance requests if the Commission finds:

- (1) The variance will be in harmony with the general appearance and character of the community;
- (2) The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
- (3) The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

(C) As a courtesy, notice of the meeting at which the non-use variance request is to be considered shall be provided in writing by regular mail posted at least seven days prior to the meeting to all property owners and residents of property abutting the subject property and immediately across the street.

(Ord. 89-04, passed 11-14-89; Ord. No. 93-03, §§ 1, 2, 4-13-93)

**§ 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 Village 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 Village Commission.
- (9) Other special uses as may be enumerated in specific zoning districts.
- (10) Reserved.

(Ord., passed 4-1-83; Ord. No. 02-04, § 2, 1-22-02)

**§ 152.099 Appeal of administrative decisions.**

The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

(Ord., passed 4-1-83)

**§ 152.100 Amendments and changes to zoning, comprehensive plan regulations.**

(A) The Village Commission may, from time to time, after a public hearing, amend or change the comprehensive plan, the district boundaries of the Zoning District Map, or the regulations established herein. Such amendments or changes shall be in general accord with sound principles of planning and zoning and with the purpose of these regulations.

(B) Spot zoning.

- (1) Spot zoning shall be prohibited with regard to all amendments or changes in the district boundaries of the Zoning District Map or these regulations, and the granting of variances, special use exceptions, or appeals of administration decisions shall

# Sunday Service Combo

## Genuine Honda Oil & Filter Change

plus tax\*  
**\$10**

when combined with any of these  
Sunday Service items at regular price:

- 4-Wheel Alignment
- Brake Service
- Battery Installation
- Transmission Service
- Timing Belt Service
- Power Steering Flush
- Fuel Injector Flush



US-1 & South 161 Street in Miami  
**(866) 475-7566** | SouthHonda.com

\*Available on Sundays at South Motors Honda when combined with regular priced service. Offers cannot be combined. Must present offer when order is written. OW-20 oil or premium synthetic oil extra. See dealer for details. Expires 60 days from date of publication.



### NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, SEPTEMBER 9, 2014 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ORDINANCES ON SECOND READING:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152-056, SETBACK ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 38.05(0) OF THE VILLAGE CODE PERTAINING TO "GIFTS"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
2. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 1321 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. 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 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.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE 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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
(August 22, 2014)

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF NORTH BAY VILLAGE,  
FLORIDA AMENDING CHAPTER 38.05(D) OF THE  
VILLAGE CODE PERTAINING TO "GIFTS";  
PROVIDING FOR REPEAL; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR  
CODIFICATION; AND PROVIDING FOR AN  
EFFECTIVE DATE. (INTRODUCED BY VILLAGE  
ATTORNEY ROBERT L. SWITKES)**

**WHEREAS**, North Bay Village adopted the "Conflict of Interest and Code of Ethics" Ordinance on November 11, 2002; and

**WHEREAS**, Section 38.05(D) of the Village's Ethics Ordinance requires Village Employees and Elected Officials to disclose gifts in excess of \$25.00 by filing a copy of the disclosure form required by F.S. 112; and

**WHEREAS**, the Village Commission believes that it is appropriate to amend the Village's Ethics Code of Ordinances for the reporting of gifts to be consistent with the regulations of F.S. 112 providing that only those gifts in excess of \$100.00 are to be disclosed.

**NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:**

**Section 1.** **Recitals Adopted.** The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**Section 2.** **Village Code Amended.** That Chapter 38, Section 38.05(D) of the Village Code is amended to read as follows:

**§ 38.02 Definitions.**

For the purposes of this chapter the following definitions shall be effective:

(A)

The terms "Commission members" and "Village Commission" shall refer to the Mayor and the members of the Village Commission.

- (B) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, as may be created from time to time.
- (C) The term "quasi-judicial personnel" shall refer to the members of the Planning and Zoning Board, and the other individuals, boards and agencies of the Village that perform quasi-judicial functions.
- (D) The term "advisory personnel" shall refer to the members of those Village advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the Village Commission.
- (E) The term "departmental personnel" shall refer to the Village Clerk, the Village Manager, department heads, the Village Attorney, and all assistants to the Village Clerk, Village Manager and Village Attorney, however titled.
- (F) The term "employees" shall refer to all other personnel employed by the Village.
- (G) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (H) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm, partnership, or other business entity at the time of transacting business with the Village.
- (I) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.

(J)

The term "transact any business" shall refer to the purchase or sale by the Village of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the Village, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

**§ 38.03 Prohibition on transacting business with the Village.**

(A)

No person included in the terms defined in subsections 38.02 (A) through (F) and (I) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with North Bay Village or any person or agency acting for the Village, and any contract, agreement or business engagement entered in violation of this section shall render the transaction voidable. Willful violation of this section shall constitute malfeasance in office and shall effect forfeiture of office or position. This prohibition does not apply to the provision of professional services by the Village Attorney, the Village Planner or the Village Engineer. Nothing in this section shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the Village government and (2) the purchase of bonds, anticipation notes or other securities that may be issued by the Village through underwriters or directly from time to time.

(B)

Waiver of prohibition. The requirements of this section may be waived for a particular transaction only by four affirmative votes of the Village Commission after public hearing upon written findings of fact that:

(1)

An open-to-all sealed competitive proposal has been submitted by a Village person as defined in subsections 38.02 (B), (C) and (D); or

(2)

The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants Competitive Negotiation Act, and when the proposal has been submitted by a Village person defined in subsections 38.02 (B), (C) and (D); or

(3)

The property or services to be involved in the proposed transaction are unique and the Village cannot avail itself of the property or services without entering a transaction which would violate this section but for waiver of its requirements; and

(4)

That the proposed transaction will be in the best interest of the Village.

(C)

This section shall be applicable only to prospective transactions and the Village Commission may in no case ratify a transaction entered in violation of this section.

(D)

Provisions cumulative. This section shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

**§ 38.04 Further prohibition on transacting business with the Village.**

No person included in the terms defined in subsections 38.02 (A) through (F) and (I) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village, and any contract, agreement or business engagement entered in violation of this section shall render the transaction voidable. The remaining provisions of § 38.03 will also be applicable to this section as though incorporated by recitation.

Additionally, no person included in the term defined in subsection 38.02 (A) shall vote on or participate in any way in any matter presented to the Village Commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the Village Commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in subsection 38.02 (A) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in subsection 38.02 (A) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the Village Commission shall not vote on or participate in any way in the matter.

§ 38.05 Gifts.

(A)

*Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(B)

*Exceptions.* The definition of the term "gift" of subsection 38.05 (A) shall not apply to:

(1)

Political contributions specifically authorized by State law;

(2)

Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection 38.05 (C);

(3)

Awards for professional or civic achievement;

(4)

Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature;

- (5) Gifts solicited by Village employees or departmental personnel on behalf of the Village in the performance of their official duties for use solely by the Village in conducting its official business;
- (6) Gifts solicited by commission members on behalf of the Village in the performance of their official duties for use solely by the Village in conducting its official business.

(C) *Prohibitions.* A person described in subsection 38.02 (A) through (F) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in subsection 38.02 (A) through (F) or for any person included in the terms defined in subsection 38.02 (A) through (F) to accept or agree to accept from another person or entity, any gift for or because of:

- (i) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- (ii) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- (iii) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in subsection 38.02 (A); or
- (iv) Attendance or absence from a public meeting at which official action is to be taken.

(D)

*Disclosure.* Any person included in the term defined in subsection 38.02 (A) through (F) shall disclose any gift, or series of gifts, received from any one person or entity ~~during the Village's fiscal year~~, each calendar quarter having a value in excess of ~~\$25.00~~ \$100.0 in accordance with F.S. 112. The disclosure shall be made by filing a copy of the disclosure form required by F.S. Chapter 112 for "local officers" with the Village Clerk simultaneously with the filing of the form ~~with the Clerk of Miami-Dade County and with the Florida Secretary of State.~~ to the Florida Commission on Ethics no later than the last day of the calendar quarter that follows the calendar quarter for which the Gift Disclosure Form is filed.

**§ 38.06 Compulsory disclosure by employees of firms doing business with the Village.**

Should any person included in the terms defined in subsection 38.02 (A) through (F) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the Village or any Village agency, or be subject to direct regulation by the Village or a Village agency, then the person shall file a sworn statement disclosing the employment and interest with the Clerk of North Bay Village.

**§ 38.07 Exploitation of official position prohibited.**

No person included in the terms defined in subsection 38.02 (A) through (F) shall use or attempt to use his or her official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances or resolutions enacted or approved by the Mayor and Village Commission.

**§ 38.08 Prohibition on use of confidential information.**

No person included in the terms defined in subsection 38.02 (A) through (F) shall accept employment or engage in any business or professional activity which he or she might reasonably expect would require or induce that person to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the Village, nor shall that person ever use the information, directly or indirectly, for personal gain or benefit.

**§ 38.09 Conflicting employment prohibited.**

No person included in the terms defined in subsection 38.02 (A) through (F) shall accept other employment which would impair independence of judgment in the performance of any public duties.

**Section 3. Repeal.** That all ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Code.** That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

The motion to approve the foregoing Ordinance on first reading was made by Commissioner Jorge Gonzalez, seconded by Commissioner Wendy Duvall.

**THE VOTES WERE AS FOLLOW:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Richard Chervony	<u>Absent</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

**APPROVED ON FIRST READING** during a regular session of the Village Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_.

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED** by the Village Commission of North Bay Village, Florida, this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

\_\_\_\_\_  
Yvonne Hamilton, Village Clerk, CMC

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

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

North Bay Village Ordinance: Gift Disclosure



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### **MEMORANDUM** North Bay Village

**DATE:** June 26, 2014  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:** Robert L. Switkes  
Village Attorney  
**SUBJECT:** Introduction of Resolution

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 38.05(D) OF THE VILLAGE CODE PERTAINING TO "GIFTS"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

# Sunday Service Combo

# Genuine Honda Oil & Filter change

plus tax\*  
**\$10**

when combined with any of these  
Sunday Service items at regular price:

- 4-Wheel Alignment
- Brake Service
- Battery Installation
- Transmission Service
- Timing Belt Service
- Power Steering Flush
- Fuel Injector Flush



US-1 & South 161 Street in Miami  
**(866) 475-7566** | SouthHonda.com

\*Available on Sundays at South Motors Honda when combined with regular priced service. Offers cannot be combined. Must present offer when order is written. 0W-20 oil or premium synthetic oil extra. See dealer for details. Expires 60 days from date of publication.



## NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, SEPTEMBER 9, 2014 AT 7:30 P.M.**, OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ORDINANCES ON SECOND READING:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.056, SETBACK ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND READING)*
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 38.05(D) OF THE VILLAGE CODE PERTAINING TO "GIFTS"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(SECOND READING)*
2. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 1321 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 736-7171.

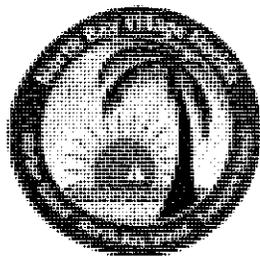
PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE 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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 736-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

(August 22, 2014)



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### **NORTH BAY VILLAGE** **MEMORANDUM**

**DATE:** September 9, 2014

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

**FROM:** Robert L. Switkes  
Village Attorney

**SUBJECT:** RFP For Auditing Services

---

On July 8, 2014, the Village Commission awarded RFP No. 2014-001 to Keefe, McCullough & Company, LLC (Keefe). While the company has served for three consecutive years, the Village Manager, based upon the recommendation of the RFP Auditing Committee, recommended that the company be hired to perform auditing services for the Village for the purpose of having continuity during the implementation of the new financial computer system.

The Village passed Resolution No. 2002-52 on September 24, 2002, which states, that "The City is hereby authorized to engage the services of an independent auditor who shall serve in such capacity for a period not to exceed three (3) consecutive fiscal years". Accordingly, the action taken by the Commission on July 8, 2014 cannot take effect.

The Commission needs to either amend Resolution No. 2002-52 or pass a new resolution, if the will is to select the incumbent based upon on their knowledge of the Village's financial system as we transition through the new program.

The Commission could also select another corporation to conduct the audits from the other responses to the selection process or reject all proposals.

The firms were ranked as follows:

1. Keefe, McCullough & Company
2. GLSC & Company, PLLC
3. Albertini Caballero & Company, LLP

Please note that pursuant to Florida Auditor General Rules, 218.391(4)(b), if compensation is one of the factors established pursuant to paragraph (3)(1) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.



## 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](http://www.nbvillage.com)

### RECOMMENDATION MEMORANDUM

**DATE:** August 28, 2014

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

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank K. Rollason  
Village Manager

**PRESENTED BY STAFF:**

Yvonne P. Hamilton, CMC  
Village Clerk

**SUBJECT:** Appointment of Member to the Business Development Advisory Board

---

**RECOMMENDATION:**

It is recommended that the Village Commission consider the application of Mr. Scott Greenwald for appointment to the Business Development Advisory Board. Pursuant to Section 32.79 of the Village Code, the Board is to consist of five members including residents located anywhere in the Village, as well as business owners. The following individuals currently serve on the Board:

Clinton Beard, 1881 Kennedy Causeway  
Michael Tannhauser, 7512 Mutiny Avenue  
Henrik Risvang, 7934 West Drive  
Miguel Barbagallo, Real Estate Developer/1755 Kennedy Causeway/  
1555 Kennedy Causeway

**BUDGETARY IMPACT:**

There is no impact to the budget for appointing the members.

**PERSONNEL IMPACT:**

Village Staff will attend the meetings.

**CONTACT:**

Frank K. Rollason, Village Manager  
Yvonne P. Hamilton, Village Clerk



# North Bay Village

Administrative Offices

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

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

### BOARD/COMMITTEE APPLICATION

NAME Scott Greenwald TELEPHONE # 305-667-2225  
 MAILING ADDRESS 7301 SW 57th Court, Suite 565 South Miami, FL  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 33  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT Present  
 NAME AND ADDRESS OF BUSINESS The Loxi Retail - 1700 Kennedy Causeway,  
IDP Property - 1415 NE 79th St  
 HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 14

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- |                                       |                                     |                                  |                          |
|---------------------------------------|-------------------------------------|----------------------------------|--------------------------|
| ANIMAL CONTROL ADVISORY COMMITTEE     | <input type="checkbox"/>            | COMMUNITY ENHANCEMENT BOARD      | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/>            | PLANNING & ZONING BOARD          | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD   | <input checked="" type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD   | <input type="checkbox"/>            |                                  |                          |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO   
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES  NO   
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO   
 ARE YOU A REGISTERED VOTER? YES  NO  (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
Community Enhancement Board, Citizens Budget and Oversight  
Board - NBV  
- I have been a Real Estate Developer and have  
been involved in North Bay Village for 14 years

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)  
I have been involved in real estate and redevelopment  
of real estate for over 20 years. I am involved  
in the revitalization of North Bay Village  
and would like to help develop the  
business climate in NBV.

(Members of the Planning & Zoning Board are required to file a Statement of Financial Interest annually with the Miami-Dade Elections Department. Additionally, at least four hours of Ethics Training is required for all Board members during their term of Office.)

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



## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### REGULAR VILLAGE COMMISSION MEETING

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

**JULY 8, 2014 - 7:30 P.M.**

#### 1. CALL TO ORDER.

The meeting was called to order by Connie Leon-Kreps at 7:30 p.m.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

#### ROLL CALL

Present were the following:

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

Commissioner Jorge Gonzalez made a motion to excuse Commissioner Richard Chervony, who was absent on a scheduled vacation. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

Village Manager Frank K. Rollason  
Deputy Village Manager/HR Director Jenice Rosado  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Public Works Director Rodney Carrero-Santana  
Lieutenant Brian Collins  
Village Clerk Yvonne P. Hamilton

Deputy Village Clerk Jenorgen Guillen  
Village Planner Ben Smith  
LaRue Planning & Management, Inc.

2. **A. PROCLAMATIONS AND AWARDS**

1. **HOUSE REPRESENTATIVE DAVID RICHARDSON**

Mayor Connie Leon-Kreps presented a proclamation to Mr. Richardson.

2. **DR. DOUGLAS HORNSBY**

Mayor Connie Leon-Kreps presented a proclamation to resident Dr. Douglas Hornsby.

3. **SISTER CITY-ISPARTA, TURKEY**

This item was deferred to the September meeting.

**B. SPECIAL PRESENTATIONS**

1. **UTILITY RATE STUDY**

Scott E. Harder, President and Chief Executive Officer of Environmental Financial Group presented the report.

**C. ADDITIONS AND DELETIONS TO THE AGENDA**

Mayor Connie Leon-Kreps made a motion to remove Item 10D from the Consent Agenda to be addressed separately. Commissioner Wendy Duvall seconded the motion, which was adopted by a 4-0 roll call vote.

3. **GOOD & WELFARE**

Al Coletta, of 7904 West Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, Mario Garcia, of 7540 Cutlass Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Doris Acosta, of 1880 S. Treasure Drive, Maxine Tahr, of East Drive, Michael Daugherty, Jorge Brito, Manny Cetner, of 7520 East Treasure Drive, and Hector Paredes, of 7553 Mutiny Avenue addressed the Commission.

4. **BOARD REPORTS**

**A. CITIZENS BUDGET & OVERSIGHT BOARD**

A report was not provided.

**B. COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

**C. PLANNING & ZONING BOARD**

Chair Reinaldo Trujillo presented the Board Report for the June 19, 2014 Meeting.

**D. BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

**E. YOUTH & EDUCATION SERVICES BOARD**

A report was not provided.

**5. PUBLIC SAFETY DISCUSSION**

Lieutenant Brian Collins discussed public safety issues.

**6. COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jorge Gonzalez, and Commissioner Wendy Duvall all gave reports.

**7. VILLAGE ATTORNEY'S REPORT**

Village Attorney Robert Switkes provided a report.

**8. VILLAGE MANAGER'S REPORT**

**Grant Writer's Report**

Village Grant Writer LaKeesha Morris, of Belltower, provided an update on the status of grants.

Village Manager Frank K. Rollason discussed his written report which was included in the agenda package.

9. **FINANCE REPORT**

Bert Wrains, Finance Director, discussed the financial report through May 31, 2014.

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

- A. A RESOLUTION OF COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 4, 2014 IN NORTH BAY VILLAGE, FLORIDA, FOR THE PURPOSE OF ELECTING A MAYOR, AN AT-LARGE COMMISSIONER, AND A HARBOR ISLAND COMMISSIONER; PROVIDING FOR CONDUCT OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE FORM OF BALLOT; PROVIDING ABSENTEE BALLOTING AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT TO MIAMI-DADE COUNTY FOR CONDUCTING THE ELECTION; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)*
- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE MIAMI-DADE COUNTY CANVASSING BOARD TO SERVE AS CANVASSING BOARD FOR THE GENERAL ELECTION OF NORTH BAY VILLAGE TO BE HELD ON NOVEMBER 4, 2014; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)*
- C. A RESOLUTION OF THE NORTH BAY VILLAGE COMMISSION, DESIGNATING THE CITY OF ISPARTA, TURKEY, AS A "SISTER CITY" TO NORTH BAY VILLAGE, THROUGH THE SISTER CITIES PROGRAM; DIRECTING THE VILLAGE MANAGER TO FOLLOW SUCH ADMINISTRATIVE PROCEDURES AS MAY BE IN PLACE. *(INTRODUCED BY COMMISSIONER JORGE GONZALEZ)*

**E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXPEND PARK IMPACT FEES IN AN AMOUNT NOT TO EXCEED \$397,000; MAKING APPROPRIATIONS IN THE FY 2014 BUDGET; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE TIME OF THE REGULAR MEETINGS OF THE PLANNING AND ZONING BOARD; REPEALING ALL MEASURES IN CONFLICT AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Jorge Gonzalez made a motion to approve the Consent Agenda Items. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

**D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDED RFP NO. 2014-001 FOR FINANCIAL AUDITING SERVICES TO KEEFE, MCCULLOUGH & CO., LLP, FOR THE PURPOSE OF CONDUCTING AUDITING SERVICES OF THE GENERAL PURPOSE FINANCIAL STATEMENTS OF NORTH BAY VILLAGE FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2014, 2015, AND 2016; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ASSOCIATED CONTRACT PURSUANT TO THE PROPOSAL ATTACHED HERETO AND CARRY OUT THE AIMS OF THIS RESOLUTION; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANMAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Village Attorney Robert Switkes swore in those individuals who indicated that they would provide testimony.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue and Jorge Brito addressed the Commission.

Commissioner Jorge Gonzalez made a motion to approve the Resolution. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

11. **PLANNING & ZONING CONSENT AGENDA**

No Items.

12. **ORDINANCES FOR FIRST READING AND RESOLUTION**

- A. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 38.05(D) OF THE VILLAGE CODE PERTAINING TO "GIFTS"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The Village Clerk read the Ordinance by title.

Commissioner Jorge Gonzalez made a motion to approve the Ordinance on first reading, and Commissioner Wendy Duvall seconded the motion.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Cutlass Avenue, Jorge Brito, and Reinaldo Trujillo, of 7601 E. Treasure Drive, addressed the Commission.

The vote on the motion to approve Item 12A was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO PURSUE AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR DEVELOPMENT OF A DOG PARK AT TREASURE ISLAND ELEMENTARY SCHOOL; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Wendy Duvall seconded the motion.

The Mayor opened the floor to public comments.

Jose Ferrera and Linda Miar addressed the Commission.

The vote on the motion to approve Item 12B was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

**13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AND BOATLIFT AT 7623 BEACH VIEW DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Wendy Duvall seconded the motion.

Ben Smith, of LaRue Planning & Management Services, Inc., Village Planner made a brief presentation on the item recommending approval with the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

The Mayor opened the Public Hearing.

The applicant, Miguel Cano, accepted the conditions of approval.

The motion to approve Item 13A was approved by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

The Mayor recessed the meeting at 10:42 p.m. Commissioner Wendy Duvall left the meeting at this time.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY NORTH BAY CAUSEWAY, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

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

The Mayor opened the floor to public comments and there were no speakers.

John Chibaro, of Akerman LLP, One Southeast Third Avenue, Suite 2500, Miami, FL 33131, counsel for the applicant, addressed the Commission and accepted the conditions of approval, which included no charge for guest parking.

The motion to approve Item 12B was approved by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

The Village Clerk read items 13C and 13D into the record.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY NORTH BAY CAUSEWAY, LLC FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE SITE PLAN APPLICATION FOR DEVELOPMENT OF A MIXED USE COMMERCIAL STRUCTURE AT 1555 KENNEDY CAUSEWAY TO ALLOW FIVE STORIES OF PARKING WHERE SECTION 152.029(C) ALLOWS A MAXIMUM OF FOUR STORIES; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Commissioner Jorge Gonzalez made a motion to approve Item 13C, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the Public Hearing, and there were no speakers.

The vote on the motion to approve Item 13C was approved by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

**D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY NORTH BAY CAUSEWAY, LLC FOR SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 127 UNIT, 22 STORY MIXED USE COMMERCIAL STRUCTURE WITH A PARKING GARAGE AT 1555 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF**

Commissioner Jorge Gonzalez made a motion to approve Item 13D, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the Public Hearing, and there were no speakers.

The vote on the motion to approve Item 13D was approved by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

**E. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.78 THROUGH 32.85 OF THE VILLAGE CODE RELATING TO THE "BUSINESS DEVELOPMENT ADVISORY BOARD"; PROVIDING FOR RESOLUTIONS OR ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM) - SECOND READING**

The Village Clerk read the Ordinance by title.

Vice Mayor Eddie Lim made a motion to approve the Ordinance on second reading, and Commissioner Jorge Gonzalez seconded the motion.

The Mayor opened the Public Hearing, and there were no speakers.

The vote on the motion to approve Item 13E was approved by a 3-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

**F. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED, "BUILDINGS" TO UPDATE BUILDING PERMIT FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – SECOND READING**

The Village Clerk read the Ordinance by title.

Commissioner Jorge Gonzalez made a motion to approve the Ordinance on second reading, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the Public Hearing, and there were no speakers.

The vote on the motion to approve Item 13F was approved by a 3-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

**14. UNFINISHED BUSINESS**

There was no unfinished business.

**15. NEW BUSINESS**

**A. APPOINTMENT TO THE BUSINESS DEVELOPMENT ADVISORY BOARD**

Commissioner Jorge Gonzalez made a motion to appoint Miguel Barbagallo to the Business Development Advisory Board. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

**B. APPOINTMENT TO THE PLANNING & ZONING BOARD**

Commissioner Jorge Gonzalez made a motion to appoint Dr. Douglas Hornsby to the Planning & Zoning Board. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

**C. SELECTION OF COMMISSION MEMBER TO THE  
FLORIDA LEAGUE OF CITIES LEGISLATIVE POLICY  
COMMITTEE/S**

The Commission Members stated their interest for membership to the various Florida League of Cities Legislative Policy Committees.

**D. CANCELLATION OF AUGUST 2014 COMMISSION  
MEETING**

Vice Mayor Eddie Lim made a motion not to hold a Commission Meeting in August pursuant to Section 3.09 of the Village Charter. The motion carried 2-1. The vote was as follows: Mayor Connie Leon-Kreps and Vice Mayor Eddie Lim voting Yes. Commissioner Jorge Gonzalez voted No.

**16. APPROVAL OF MINUTES**

- A. REGULAR COMMISSION MEETING – JUNE 10, 2014**
- B. BUDGET WORKSHOP – MAY 22, 2014**

Commissioner Jorge Gonzalez made a motion to approve the Minutes as submitted. Vice Mayor Eddie Lim seconded the motion, which was adopted by 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

**17. ADJOURNMENT**

The meeting adjourned at 11:12 p.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*This 9th day of September, 2014.*

---

*Connie Leon-Kreps, Mayor*

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



## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### SPECIAL VILLAGE COMMISSION MEETING

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

**JULY 29, 2014**

**7:30 P.M.**

#### 1. CALL TO ORDER.

The meeting was called to order by Connie Leon-Kreps at 7:43 p.m.

#### PLEDGE OF ALLEGIANCE

Resident Mitch Edelstein led the Pledge of Allegiance.

#### ROLL CALL

Present were the following:

Commissioner Richard Chervony

Vice Mayor Eddie Lim

Mayor Connie Leon-Kreps

Commissioner Jorge Gonzalez

Commissioner Wendy Duvall

Village Manager Frank K. Rollason

Deputy Village Manager Jenice Rosado

Village Attorney Robert L. Switkes

Finance Director Bert Wrains

Public Works Director Rodney Carrero-Santana

Acting Police Chief Brian Collins

Village Planner Ben Smith  
LaRue Planning & Management Services, Inc.  
Deputy Village Clerk Jenorgen Guillen  
Village Clerk Yvonne P. Hamilton

The Mayor recognized Dr. Martin Karp, Member of Miami-Dade County School Board.

## 2. RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DETERMINING THE PROPOSED MILLAGE RATES, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET PUBLIC HEARINGS FOR FISCAL YEAR 2014-2015, AS REQUIRED BY LAW; DIRECTING THE FINANCE DIRECTOR TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

The Mayor closed the floor to public comments.

Commissioner Wendy Duvall made a motion to hold the First Budget Public Hearing on September 11, 2014 at 7:00 p.m. and the Final Budget Public Hearing on September 22, 2014 at 7:00 p.m. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXPEND \$130,000, DURING THE 2014-2015 BUDGET YEAR, TO THE MIAMI-DADE COUNTY SCHOOL BOARD FOR THE COST OF THE INTERNATIONAL BACCALAUREATE (IB) PROGRAM AT TREASURE ISLAND ELEMENTARY FOR THE 2014-2015 SCHOOL YEAR, PURSUANT TO THE TERMS OF THE EXECUTED AGREEMENT; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

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

Iraida Mendez-Cartaya led a discussion on Treasure Island Elementary School Action Plan to improve students' achievement.

Commissioner Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Wendy Duvall seconded the motion.

The Mayor opened the floor to public comments.

Alvin Blake, of 7601 Coquina Drive, Ann Bakst, of 1865 Kennedy Causeway, Lori Gold, of Venetian Causeway, Miami Beach, Kevin Vericker, of 7520 Hispanola Avenue, Jorge Brito and Mario Garcia, of 7540 Hispanola Avenue addressed the Commission.

The Mayor closed the floor to public comments.

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

**3. PUBLIC HEARING ITEMS (ALL INDIVIDUALS DESIRING TO TESTIFY SHALL BE SWORN IN)**

Village Attorney Robert Switkes swore in those individuals who indicated that they would testify during the public hearing items. He further advised the Commission on the procedures for this quasi-judicial proceeding pursuant to Section 29 of the Village Code, including disclosing any ex parte communication on the record.

There was no ex parte communication on the following public hearing matters by the Commission.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRAD JOHNSON FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 5.5 FOOT REAR-YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL AT 1321 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
  
- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRAD JOHNSON FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 5.5 FOOT REAR-YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL DECK AT 1321 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
  
- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRAD JOHNSON FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 3.5 FOOT EAST SIDE YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL DECK AT 1321 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRAD JOHNSON FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW THE SWIMMING POOL MECHANICAL EQUIPMENT TO ENCROACH THREE FEET INTO THE WEST SIDE-YARD SETBACK AT 1321 BAY TERRACE, WHERE SECTION 152.026(C)(2) OF THE VILLAGE CODE REQUIRES A 10-FOOT SIDE-YARD SETBACK AREA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE**

The Village Clerk read Items 3A, 3B, 3C, and 3D into the record.

Ben Smith, of LaRue Planning & Management Services, Village Planner made a brief presentation on the items recommending denial of Items 3A and 3B indicating that no hardship criteria was found. He recommended approval of Items 3C and 3D with the following conditions:

1. To comply with Section 151.25, landscaping and/or other methods of screening must be provided which screens the entire height of the pool equipment.
2. Building permits and related approvals for pool equipment installation must be obtained from the Building Official prior to commencement of construction.
3. All applicable state and federal permits must be obtained before commencement of construction.
4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

5. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

He noted that the Planning & Zoning Board had recommended approval of the requests by a vote of 3-0.

Don Cesarone and Anita Chan, from Van Kirk & Sons Pools & Spas, 3144 S.W. 13<sup>th</sup> Drive, Deerfield Beach, FL 33442, addressed the Commission on behalf of the applicant, Mr. Brad Johnson, who was not present.

The Mayor opened the Public Hearing.

Al Coletta, of 7904 West Drive, addressed the Commission.

The Mayor closed the Public Hearing.

Commissioner Jorge Gonzalez made a motion to approve Items 3A, 3B, 3C, and 3D with the conditions outlined by the Village Planner.

Mr. Cesarone accepted the conditions on behalf of the applicant.

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

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ISABEL YERO FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT THE SALE OF BEER AND WINE FOR CONSUMPTION ON PREMISES IN THE RESTAURANT AT 1888B 79TH STREET CAUSEWAY, TREASURE ISLAND, AS PER THE APPLICATION BY ISABEL YERO; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

Ben Smith, of LaRue Planning & Management Services, Inc., recommended approval of the request with the following conditions:

1. There are no objections from owners or occupants of neighboring residential properties.
2. The alcoholic beverages shall be consumed on the premises with the operation of a restaurant only.
3. The establishment shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises between the hours of 10:00 am and 12:00 am only.
4. Sale of package goods shall be prohibited.
5. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no license or permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
6. Authorization or issue of a variance by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
7. Pursuant to Section 152.103 of the Village Code, the Variance shall lapse after one year of Commission approval if no substantial construction takes place.

He noted that the Planning & Zoning Board had approved the request by a 3-0 vote with the referenced conditions.

Commissioner Jorge Gonzalez moved to approve Item 3E with the conditions set forth by the Village Planner. Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

Sergio Arte addressed the Commission on behalf of the applicant.

Ann Bakst, of 1865 Kennedy Causeway and Mario Garcia, of 7540 Hispanola Avenue addressed the Commission.

Mr. Arte accepted the conditions on behalf of the applicant.

The Mayor closed the Public Hearing.

The motion to approve Item 13E was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

**F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY WILLIAM C. WEBB, JR. FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT THE SWIMMING POOL EQUIPMENT TO ENCROACH 4.5 FEET INTO THE REQUIRED 10 FOOT WEST SIDE SETBACK AT 1357 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY WILLIAM C. WEBB, JR. FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT THE SWIMMING POOL AND AIRCONDITIONING EQUIPMENT TO ENCROACH 4.5 FEET INTO THE REQUIRED 10 FOOT EAST SIDE SETBACK AT 1357 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read Items 3F and 3G into the record.

Ben Smith, of LaRue Planning & Management, Inc., Village Planner made a brief presentation recommending approval of the requests with the following conditions:

1. To comply with Section 151.25, landscaping and/or other methods of screening must be provided which screens the entire height of the pool equipment.

2. Building permits and related approvals for pool equipment installation must be obtained from the Building Official prior to commencement of construction.
3. All applicable state and federal permits must be obtained before commencement of construction.
4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no license or permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issue of a variance by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

It was noted that the Planning & Zoning Board had recommended approval of the requests by a 3-0 vote.

Commissioner Wendy Duvall made a motion to approve Items 3E and 3F with the conditions set forth by the Village Planner.

The Mayor opened the Public Hearing.

The applicant, William C. Webb, Jr. addressed the Commission on behalf of the requests.

The Mayor closed the Public Hearing.

The applicant accepted the conditions outlined by the Village Planner.

The motion to approve Items 3F and 3G was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY WILLIAM C. WEBB, JR. FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A GENERATOR TO ENCROACH EIGHT FEET INTO THE REAR-YARD SETBACK AREA AT 7611 MIAMI VIEW DRIVE, WHERE SECTION 152.026(C)(2) OF THE VILLAGE CODE REQUIRES A 15-FOOT REAR-YARD SETBACK AREA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY WILLIAM C. WEBB, JR. FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW GENERATOR EQUIPMENT TO ENCROACH SIX FEET INTO THE NORTH SIDE SETBACK AT 7611 MIAMI VIEW DRIVE, WHERE SECTION 152.026(C)(2) OF THE VILLAGE CODE REQUIRES A 10-FOOT SIDE-YARD SETBACK AREA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read Items 3H and 3I by title.

Ben Smith, of LaRue Planning & Management, Inc., Village Planner made a brief presentation recommending approval of the requests with the following conditions:

1. To comply with Section 151.25, landscaping and/or other methods of screening must be provided which screens the entire height of the pool equipment.
2. The generator equipment must operate at a sound level of no more than 70 decibels.
3. Building permits and related approvals for pool equipment installation must be obtained from the Building Official prior to commencement of construction.
4. All applicable state and federal permits must be obtained before commencement of construction.

5. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
6. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

It was noted that the Planning & Zoning Board had recommended approval of the requests by a 3-0 vote.

Commissioner Jorge Gonzalez made a motion to approve Items 3H and 3I with the conditions set forth by the Village Planner, and Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the Public Hearing.

The applicant William C. Webb, Jr., of 1357 Bay Terrace, Al Coletta, of 7904 West Drive, and Bud Farrey, of 1315 Bay Terrace addressed the Commission.

The applicant accepted the conditions outlined by the Village Planner.

The Mayor closed the Public Hearing.

The motion to approve Items 3H and 3I was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

**4. ORDINANCE FOR FIRST READING (PUBLIC HEARING)**

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.056, SETBACK ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

The Village Clerk read the ordinance by caption.

Ben Smith, of LaRue Planning & Management, Inc., Village Planner made a brief presentation on the item. He noted that the Planning & Zoning Board had recommended approval of the requests by a 3-0 vote.

Commissioner Jorge Gonzalez made a motion to approve the Ordinance on first reading, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the Public Hearing. There were no speakers, and she closed the Public Hearing.

The motion to approve the Ordinance on first reading was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voted Yes.

**5. ADJOURNMENT**

The meeting adjourned at 9:25 p.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*this 9th day of September, 2014.*

---

*Connie Leon-Kreps, Mayor*

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