



North Bay Village

Administrative Offices

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

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

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

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

TUESDAY, OCTOBER 13, 2015

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. BRENT CAMERON
WSVN

2. BEST BUDDIES PRESENTATION TO THE VILLAGE

B. SPECIAL PRESENTATIONS

1. KEEFE, MCKULLOUGH -
QUARTERLY AUDIT REPORT

2. VILLAGE LOBBYIST FAUSTO GOMEZ -
VACATION RENTALS

3. PELICAN HARBOR LIAISON – NEIL KRASNER
4. MICHAEL HYMAN – BAYSHORE, YACHT & TENNIS CLUB
5. SETH BRAMSON – VILLAGE 70TH ANNIVERSARY BOOK

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. BOARD REPORTS

- A. COMMUNITY ENHANCEMENT BOARD
- B. PLANNING & ZONING BOARD
- C. YOUTH & EDUCATION SERVICES BOARD

5. PUBLIC SAFETY DISCUSSION

6. COMMISSIONERS' REPORTS

7. VILLAGE ATTORNEY'S REPORT

8. VILLAGE MANAGER'S REPORT

- A. Grant Writer's Report

9. FINANCE REPORT

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SUPPORTING FLORIDA HOUSE BILL 143, RELATING TO DISPOSABLE PLASTIC BAGS; INCLUDING CREATING SECTION 403.70325, FLORIDA STATUTES AUTHORIZING CERTAIN MUNICIPALITIES TO ESTABLISH PILOT PROGRAMS FOR THE REGULATION OR BAN OF DISPOSABLE PLASTIC BAGS; DIRECTING THE VILLAGE CLERK TO FORWARD THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

The proposed Resolution supports legislation that would allow the Village to establish a pilot program to regulate or ban disposable plastic bags.

- B. 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 VILLAGE BUILDING DEPARTMENT 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 renew a lease agreement with Toshiba Business Solutions for a copier machine for the Building Department.

1.) Commission Action

11. PLANNING & ZONING CONSENT AGENDA

NO ITEMS.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 94, SECTION 94.15 ENTITLED "WASTE CONTAINERS" AND CHAPTER 155, SECTION 155.18 ENTITLED "DUMPSTER ENCLOSURES, GARBAGE/MECHANICAL EQUIPMENT ROOMS" TO PROHIBIT THE PLACEMENT OF SUCH WASTE CONTAINERS AND GARBAGE ENCLOSURES IN THE FRONT YARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance seeks to prohibit the placement of garbage containers in the front yard of multi-family structures, for the Planning & Zoning Board to review and make recommendations on applications for the construction of garbage enclosures; with subsequent approval by the Commission.

1.) Commission Action

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94, BY REVISING SECTION 94.21 OF THE VILLAGE CODE ENTITLED "PROHIBITION REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES"; CREATING SECTIONS 94.22 THROUGH 94.24; AMENDING SECTION 153.04 ENTITLED "SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES, WAIVERS FOR FINANCIAL HARDSHIP; AND FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance seeks to ban the use of styrofoam articles by food service providers and stores in the Village, with certain exceptions.

1.) Commission Action

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$468 FOR TWO TABLES AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2016 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the expenditure of funds for the purchase table/s at the Optimist Annual Celebration Dinner.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A NOTICE TO PROCEED TO GOLDIN SOLAR, LLC TO INITIATE A SOLAR PANEL PURCHASE AND INSTALLATION PROGRAM FOR RESIDENTIAL AND COMMERCIAL PROPERTIES, UNDER THE PIGGY BACK PURCHASE PROVISION PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

The proposed Resolution will allow for the implementation of a Solar Panel Installation Program for interested residential and business owners to have rooftop photovoltaic ("PVC") installed by a licensed and certified solar panel installer.

1.) Commission Action

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON AND VILLAGE ATTORNEY ROBERT L. SWITKES)**

The proposed Ordinance will set the qualifying dates for the 2016 General Election to elect a Mayor, North Bay Island Commissioner, and Treasure Island Commissioner.

- 1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE INSTALLATION OF A NEW BOATLIFT AT 7411 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. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- 1.) Commission Action**

- C. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

- 1.) Commission Action**

14. UNFINISHED BUSINESS

- A. APPOINTMENT OF MEMBER TO THE PLANNING & ZONING BOARD (CONTINUED FROM SEPTEMBER 8, 2015)**

- 1.) Commission Action**

- B. HARBOR ISLAND DECAL PARKING**

- 1.) Commission Action**

- C. REVIEW OF RFP FOR OUTSOURCING SANITATION SERVICES TO WASTE MANAGEMENT**

- 1.) Commission Action**

15. NEW BUSINESS

A. APPOINTMENT OF NORTH BAY VILLAGE LIAISON TO PELICAN HARBOR SEABIRD STATION

1.) Commission Action

16. APPROVAL OF MINUTES

REGULAR MEETING COMMISSION MEETING – SEPTEMBER 8, 2015

COMMISSION WORKSHOP – JUNE 30, 2015

SPECIAL COMMISSION MEETING – APRIL 16, 2015

1.) Commission Action

17. ADJOURNMENT

2350 Coral Way, Suite 301
Miami, Florida 33145
(305) 860-0780 (Telephone)
(305) 860-0580 (Facsimile)
(305) 905-9801 (Mobile)

200 West College Avenue, Suite 204
Tallahassee, Florida 32301
(850) 222-9911 (Telephone)
(850) 807-2539 (Facsimile)

fgomez@gomezbarker.com

The logo for Gomez Barker Associates, Inc. is a dark rectangular box with the company name in white, bold, sans-serif font. The text is centered within the box.

**Gomez Barker
Associates, Inc.**

2B2

Memorandum

To: Frank K. Rollason
From: Fausto B. Gomez
cc: Honorable Mayor and Commissioners of North Bay Village
Date: September 25, 2015
Re: Vacation Rentals

On May 6th, 2011, the Florida Legislature pre-empted to the state the regulation of short-term vacation rentals. The legislation was HB883 by Representative Horner from Kissimmee. A short-term vacation rental is defined as a property that is rented more than three times a year for less than thirty days at a time. HB883 included a provision that "grandfathered" any ordinance regulating vacation rentals enacted prior to June 1, 2011. I informed all the cities that I represent of this provision and I recall that Key Biscayne as well as other municipalities immediately took advantage of the opportunity to regulate vacation rentals. Since that time, a number of cities, both "grandfathered" and those that did not enact an ordinance, have experienced problems with vacation rentals due to the constant turnover and the attendant issues that have placed a strain on neighborhood infrastructure.

Due to an extraordinary number of complaints from local communities, on May 1st, 2014, the Florida Legislature passed SB356 by Senator Thrasher from St. Augustine. This bill somewhat diminished the state preemption but left in place statutory language stating that cities cannot prohibit vacation rentals or regulate the duration or frequency of the rental.

The nature of the problem has now changed with the rise of popular rental websites like Airbnb. As such, the number of vacation rentals in Florida has exponentially increased and cities, both “grandfathered” or not, are facing an increasing number of resident complaints about noise, parking, trash, and life-safety issues. The problem is two-fold; cities without vacation rental ordinances in place prior to June 1st, 2011, have had their zoning authority limited and many are now seeing vacation rentals overtaking residential neighborhoods. And while those cities that had an ordinance in place prior to the 2011 preemption are still allowed to regulate vacation rentals, but the question is whether those ordinances will continue to be valid if amended. Some municipal attorneys have opined that these ordinances are “frozen” and any future amendments would cause the loss of the “grandfather.”

I am certain that there will be legislative action this session on the topic of vacation rentals. Sen. Altman from Cape Canaveral has already filed SB348 which would allow vacation rental ordinances to be amended without a loss of “grandfather.” There will be a companion bill in the House of Representatives and it is widely assumed that other approaches to the problem will also be considered. Finally, the issue of vacation rentals is part of the 2016 Florida League of Cities legislative agenda.

Upon direction from North Bay Village, my team and I will incorporate this issue onto the list of legislative priorities. I look forward to further discussing this issue with you and trust you will not hesitate to contact me if you have any questions.

Yvonne Hamilton

Subject: FW: North Bay Village Commission Meeting

2B3

From: Christopher Boykin [<mailto:christopher@pelicanharbor.org>]

Sent: Tuesday, September 29, 2015 3:36 PM

To: Yvonne Hamilton; 'neil krasner'; Connie Leon-Kreps

Cc: Jenorgen Guillen

Subject: RE: North Bay Village Commission Meeting

Hi Yvonne,

I am not able to attend the October 13 NBV Commission Meeting, but am grateful that our liaison Neil Krasner is able to represent us.

Is it possible to give him a few minutes on the agenda to reference our:

- Education Programs
- Volunteer & Internship programs
- Behind the Scenes Tours
- Sunset Cruises to the Bird Key Rookery
- Our Annual Fundraisers: Fish Drive, Pelican Party and 5k Pelican Run

We are very excited to have this opportunity to interface with the North Bay Village Commission through having one of our lead volunteers serve as a liaison between NBV and our center.

Thank you for this opportunity.

Christopher Boykin

Executive Director

305.762.7633 | PelicanHarbor.org



Pelican Harbor
SEABIRD STATION
35 YEARS OF CARING

VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBER OF THE VILLAGE COMMISSION

OCTOBER 13, 2015

- 1. UPDATE ON SCHONBERGER PARK RENOVATION – Rodney Carrero.**
- 2. STATUS OF NEW VILLAGE HALL RFP**
- 3. FINALIZING 2016 STATE LEGISLATIVE PRIORITIES**
 - a. WATER PROJECT** – Phase II of Storm Water System Rehabilitation Project - \$49,000
 - b. REPEAL/AMEND VACATION RENTAL LEGISLATION** – Place authority to make rules governing Vacation Rentals in Residential Neighborhoods with local governments.
- 4. PRESENTATION OF FY'16 SCHOLARSHIP PROGRAM DRAFT RULES AND PROCEDURES**
- 5. UPDATE ON GRANTS – LaKeesha Morris**

D R A F T

NORTH BAY VILLAGE

SCHOLARSHIP PROGRAM

PROCEDURAL RULES

MISSION STATEMENT

It is the Mission of North Bay Village to provide scholarships for graduating senior high school students who are residents of North Bay Village and deserving of said scholarships to an accredited institution of higher learning and who qualify for said scholarships and are ranked as the top three applicants to receive said scholarship.

PROCESS

1. Applications shall be made available by a specified date in November of each year determined by the Village Administration.
2. Completed applications shall be submitted to the Village Clerk by noon on a specific date in April of each year determined by the Village Administration. Each submitted application shall be time and date stamped when received by an employee of the Clerk's Office. Each applicant shall be given a copy of the date and time stamp of their receipt of application signed-off by an employee of the Clerk's Office. NO APPLICATIONS SUBMITTED AFTER THE SUBMITTAL DEADLINE SHALL BE ACCEPTED BY THE VILLAGE CLERK. NO EXCEPTIONS – THEY ARE EITHER SUBMITTED PRIOR TO THE DUE DATE AND TIME OR REJECTED BY THE OFFICE OF THE VILLAGE CLERK AT THE TIME OF SUBMITTAL.
3. Village Staff shall examine each application to determine if each application has been completed in its entirety with all required documents. Any application missing required documents shall be disqualified from further consideration and the applicant notified in writing as to the reason for the disqualification in writing.
4. Those applications deemed by Village Staff to be qualified for further evaluation shall be provided to the Scholarship Evaluation Ranking Committee who shall complete the evaluation process and rank in order from highest to lowest ranking of all qualified applications.
5. The ranking list shall be returned to Village Staff who shall prepare a Resolution to be presented to the Village Commission to ratify the top three ranked applications for award of scholarship in descending order from the top ranked down to the third ranked applications with corresponding scholarship amount. Said Resolution shall be presented to the Commission for final action at the regular May Commission meeting of each year.
6. The three scholarship awardees shall be invited to the Regular June Commission meeting of each year to receive their scholarship award.



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

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

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: 10/6/2015
Reporting Period: September 1 – 30, 2015

Grants Submitted this Reporting Period:

1. Florida Department of Law Enforcement

Date Due: September 10, 2015

Amount of Request: \$2,256

Purpose: Funding will be used to purchase additional Automated External Defibrillator (AED) machines for police patrol cars.

Grants “Under Construction”

No grants are scheduled for submittal this month.

Grant Updates

This section provides a listing of all funding awarded during the fiscal year of October 1, 2014 – September 30, 2015.

Funding Source	Project Title	Funding Amount Awarded	Contract Period
US Department of Justice	Bullet Proof Vest Project	\$5,160.87	10/1/14 – 8/30/2016
Florida Department of Law Enforcement – JAG (County)	North Bay Village Portable AED Project	\$2,751	10/1/14 – 9/30/15
Florida Department of Law Enforcement – JAG (Direct)	North Bay Village Portable AED Project	\$1,000	10/1/14 – 9/30/15
Funding Source	Project Title	Funding Amount Awarded	Contract Period



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

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Florida Department of Environmental Protection (Legislative Appropriation)	LP13043: North Bay Village Storm Water Quality Improvements	\$600,000	10/1/14 – 12/31/15
The Children’s Trust	Our Kids Our Treasure Youth Program	\$169,256.28	8/1/15 – 7/31/16 (renewable for 3 yrs.)
Florida Department of Economic Opportunity	Economic Development Strategic Plan	\$25,000	10/1/15 – 5/31/2016
Florida Inland Navigation District	Baywalk Plaza Area Phase IIA (Construction)	\$200,000	Currently negotiating contract
Total:		\$1,003,168.15	



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: May 4, 2013

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

RECOMMENDED BY STAFF/COMMISSIONER: Jorge Gonzalez
Commissioner

PRESENTED BY STAFF: Jenice Rosado
Interim Village Manager

SUBJECT: North Bay Village Scholarship Program

RECOMMENDATION:

It is recommended that the Village Commission approve the development of a scholarship program to benefit the youth within the community who are interested in pursuing a career in public services/government.

BACKGROUND:

The North Bay Village Scholarship program would require proper funding and planning. The first step would be to determine all viable avenues of funding available for the award(s). There are several options such as fully funding the scholarship, collaborating with sponsors or possibly by soliciting donations. Legal will need to be involved to determine that the programs meet all requirements and complies with all federal and state tax laws. The amount of the scholarship to be paid will be paid as a one-time award.

Secondly, scholarship criteria must be established to identify qualified applicants. A Trust Document must be prepared to set forth eligibility and selection criteria which contains the amounts and conditions. The Youth and Education Services Board will

1

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Handwritten signature/initials

****Candidates who are related to Village Staff and/or Commission are ineligible to apply for the scholarship.**

BUGETARY/FINANCIAL IMPACT (FINANCE DEPARTMENT):

Funding for the scholarship program will require a total of \$5,500. Funding or the full amount of \$5,500 will be allocated through the budget process for FY 2013-14. If sponsorships funds will be solicited from local businesses and if monies are received they will serve to replenish the already budgeted funds thereby reducing the actual money needed from the Village General Operating Fund.. The Village may also seek sponsors such as the state of Florida, Miami-Dade County or other organizations within the County.

PERSONNEL IMPACT:

A staff member will be needed to work collaboratively with the Youth and Education Services Board to select five (5) applicants to submit for Commission selection.

CONTACT:

Jenice Rosado / Interim Village Manager

review scholarship applications and select the top three (3) applicants to bring to the Commission for selection based on a tier system (1st, 2nd and 3rd Place).

Additionally, the Village must look at how it intends to select the scholarship recipient(s) if only by application along with a student essay, as well as how it would like to promote the scholarship. Further, the Village must designate a staff member to monitor the scholarship recipient(s) to ensure compliance with the program. Depending on the number of recipients, the Village will require adequate response to support and manage the program.

Sample Eligibility/Criteria

The sample scholarship is what the Village has envisioned for the scholarship offering.

In order for students to be eligible for the scholarship they must meet the following criteria

- Be a resident of North Bay Village (Proof of residency must be provided using a Utility Bill or Driver's License, etc.)
- Be a High School Senior who wishes to pursue a career in Public Service/Government
- Have a Financial Need (Single-parent household, Economically Disadvantaged)
- The scholarship is based on Academic Achievement (3.0 GPA or above)
- Community involvement (May be waived by the Youth and Education Services Board)
- The applicant must submit a personal statement on what motivates him/her to pursue a career in public service (Essay will be judged on creativity, grammar, etc.)
- Letters of reference (2 from teachers that are familiar with the student's academic accomplishments and (1 from a supervisors, if the student is employed)
- Scholarship applications and essays are due by April 1st and decisions will be made no later than July 1st for the Fall Term
- The scholarship will be awarded on a tier system with awards in the amount of \$2,500, \$2,000 and \$1,000 (nonrenewable; one-time award). The scholarship will be payable to the student and a receipt of payment must be provided.

The scholarship will be announced via the North Bay Village Web Site.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SUPPORTING FLORIDA HOUSE BILL 143, RELATING TO DISPOSABLE PLASTIC BAGS; INCLUDING CREATING SECTION 403.70325, FLORIDA STATUTES AUTHORIZING CERTAIN MUNICIPALITIES TO ESTABLISH PILOT PROGRAMS FOR THE REGULATION OR BAN OF DISPOSABLE PLASTIC BAGS; DIRECTING THE VILLAGE CLERK TO FORWARD THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, North Bay Village is concerned about the adverse environmental consequences of the use of plastic shopping bags by retail establishments when an alternative to their use, re-usable bags, already exists; and

WHEREAS, studies show that Americans used almost 90 billion retail bags as of 2003; and

WHEREAS, plastic shopping bags are made from polyethylene, a thermoplastic made from oil; and

WHEREAS, as plastic degrade, overtime they break down into smaller, more toxic petro-polymers which eventually may contaminate soils and waterways; and

WHEREAS, the Florida Legislature enacted 403.7033, Florida Statutes which prevents local governments from enacting “any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable bags” pending completion of an analysis by the Florida Department of Environmental Protection; and

WHEREAS, the Florida Department of Environmental Protection submitted the “Retail Bags Report” to the Legislature in 2010 and recommended that the Legislature review the available options and take action to discourage the use of single-use paper and plastic retail bags and encourage the use of reusable retail bags; and

WHEREAS, Florida House Bill 143 authorizes the creation of 403.70325, Florida Statutes, to allow municipalities with a population of less than 100,000 to establish pilot programs to regulate or ban disposable plastic bags; and

WHEREAS, the Commission of North Bay Village has determined that regulating or banning disposable plastic bags is in the public’s interest; and

WHEREAS, the Commission of North Bay Village, Florida, supports House Bill 143.

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

Section 1. Recitals. The foregoing recitals are incorporated herein by reference.

Section 2. Support of House Bill 143. The Commission of North Bay Village, Florida supports passage and adoption of House Bill 143 and urges the Florida Legislature to pass and the Governor to sign House Bill 143.

Section 3. Directions to Clerk. The Village Clerk is directed to distribute this Resolution to the Florida Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and each of the municipalities in Miami-Dade County.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of October 2015.

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

Administrative Offices

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

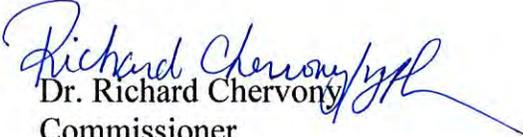
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 6, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SUPPORTING FLORIDA HOUSE BILL 143, RELATING TO DISPOSABLE PLASTIC BAGS; INCLUDING CREATING SECTION 403.70325, FLORIDA STATUTES AUTHORIZING CERTAIN MUNICIPALITIES TO ESTABLISH PILOT PROGRAMS FOR THE REGULATION OR BAN OF DISPOSABLE PLASTIC BAGS; DIRECTING THE VILLAGE CLERK TO FORWARD THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

RC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

1 A bill to be entitled
2 An act relating to disposable plastic bags; creating
3 s. 403.70325, F.S.; authorizing certain municipalities
4 to establish pilot programs to regulate or ban
5 disposable plastic bags; providing program criteria;
6 providing for expiration of the program; directing
7 participating municipalities to collect data and
8 submit reports to the municipal governing body and the
9 Department of Environmental Protection; defining the
10 term "coastal community"; republishing s. 403.7033,
11 F.S.; providing an effective date.

13 Be It Enacted by the Legislature of the State of Florida:

15 Section 1. Section 403.70325, Florida Statutes, is created
16 to read:

17 403.70325 Municipal pilot program for regulation or ban of
18 disposable plastic bags.-

19 (1) Notwithstanding s. 403.7033, a municipality with a
20 population of fewer than 100,000 which is a coastal community
21 may establish a pilot program to regulate or ban disposable
22 plastic bags. A municipality establishing a pilot program shall
23 enact an ordinance for the regulation or ban of disposable
24 plastic bags that takes effect no earlier than January 1, 2017,
25 and expires no later than June 30, 2019. Such ordinance may not
26 include any new taxes or fees on the use or distribution of

53 | conclusions and recommendations to the Legislature no later than
54 | February 1, 2010. Until such time that the Legislature adopts
55 | the recommendations of the department, no local government,
56 | local governmental agency, or state government agency may enact
57 | any rule, regulation, or ordinance regarding use, disposition,
58 | sale, prohibition, restriction, or tax of such auxiliary
59 | containers, wrappings, or disposable plastic bags.

60 | Section 3. This act shall take effect upon becoming a law.



North Bay Village

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10B

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 13, 2015

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk

SUBJECT: Copier Machine for Building Department

RECOMMENDATION:

It is recommended that the Commission approve the attached Resolution approving an agreement with Toshiba Business Solutions for leasing a 457 Copier Machine for the Building Department, 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 Building Department expired on September 17, 2015. The current copier is leased at \$111.45 base rate per month plus \$.00520 cents per copy. A similar machine to meet their copying capacity will be obtained at the same price. We intend to piggyback the purchase under the State of Florida Contract No. 600-000-11-1. The new machine is an upgrade from the current one with maximum security, encrypted technology, which will prevent data from being stored on the machine, itself.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

MEMO TO VILLAGE COMMISSON
OCTOBER 13, 2015
PAGE 2 OF 2

BUDGETARY IMPACT:

The monthly base rate remains the same at \$111.45.
Equipment Rental, Account No. 111-25-524-4410

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason, Village Manager
Yvonne P. Hamilton, Village Clerk
Bert Wrains, Finance Director

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 VILLAGE ADMINISTRATIVE OFFICES 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 48-month lease agreement with Toshiba Business Solutions at a monthly rate of \$272.98, which includes annual maintenance; and

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

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 for the lease of a Copier Machine for the Building Department is hereby approved.

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

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 13th day of October 2015.

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 Building Department.



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: October 5, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR THE VILLAGE ADMINISTRATIVE OFFICES 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
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

GENERAL TERMS AND CONDITIONS OF SALE

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

Customer Initials: _____

TOSHIBA

BUSINESS SOLUTIONS

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

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.

APPLICATION NUMBER	AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: <i>North Bay Village</i>	Fed. Tax ID #:
Contact Person: <i>Yvonne Hamilton</i>	Bill-To Phone: Bill-To Fax:
Billing Address: <i>1666 Kennedy Causeway</i>	City, State-Zip: <i>North Bay Village, FL 33141</i>
Equipment Location: <i>#300</i>	City, State-Zip:

TBS LOCATION

Contact Name:	Subsidiary Location:
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ITEM DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
<i>457</i>		
<i>RADF</i>		
<i>Finisher</i>		
<i>Budget Kit</i>		
<i>LCF 8</i>		

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

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: <i>36</i> of \$ <i>111.45</i> (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: \$ <i>-</i> <input type="checkbox"/> Received	
Documentation Fee: \$ <i>75.00 (included in First Invoice)</i>	

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

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: <i>X</i>	Title:	Date:
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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: <i>X</i>	Title:	Date:
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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: <i>X</i>	Date:
Print Name of 2nd Guarantor	Signature: <i>X</i>	Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US, YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508.522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorneys fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(j) 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 4.1 - MONOCHROME

SPEED: 41 - 50 PAGES PER MINUTE

TOSHIBA e-STUDIO457



The high performance e-STUDIO457 multifunction system features copy and print speeds of 45 pages-per-minute, and incorporates a huge host of functions in a small footprint. Print, fax, copy, scan, store, send save, duplex, sort, stack, secure, file, browse and even sleep. If you need it, it's in there.

SPECIFICATIONS

- Copy/Print Resolution - 2400 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 45 PPM (Letter)
- First Copy Out Time - 3.7 Sec (Letter)
- Warm-Up Time - Approx. 20 Seconds
- Maximum Paper Capacity - 3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 150,000 Copies

PRICING

Part Number	Description	Retail	Purchase	Lease (Monthly)			
				24M	36M	48M	GPC
e-STUDIO457	45 PPM Digital Copier	\$12,989	\$2,368	\$104.81	\$71.12	\$54.28	0.00520
MR3028	100-Sheet RADF	\$1,664	\$244	\$10.81	\$7.33	\$5.60	N/A
KA1640PC	Platen Cover	\$47	\$25	\$1.11	\$0.75	\$0.57	N/A
MJ1032N	Finisher - Inner	\$1,760	\$500	\$22.15	\$15.03	\$11.47	N/A
MJ1107	Console Finisher w/ Stapling (eS357/457/507 Only)	\$2,284	\$653	\$28.93	\$19.63	\$14.98	N/A
MJ1033	Finisher - Saddle Stitch	\$3,395	\$1,015	\$44.96	\$30.51	\$23.28	N/A
MJ1108	Finisher - Saddle Stitch (eS357/457/507 Only)	\$3,565	\$1,019	\$45.14	\$30.83	\$23.38	N/A
KN2520N	Bridge Kit (Required with all finishers except MJ1032N)	\$278	\$80	\$3.54	\$2.40	\$1.84	N/A
MJ5006	Job Separator (eS357/457/507 Only)	\$289	\$117	\$5.18	\$3.52	\$2.68	N/A
MJ6007	Hole Punch for MJ1032N	\$850	\$255	\$11.30	\$7.67	\$5.85	N/A
MJ6008	Hole Punch for MJ1033	\$850	\$240	\$10.83	\$7.21	\$5.51	N/A
MJ6104	Hole Punch (for MJ1107 & MJ1108N)	\$893	\$255	\$11.30	\$7.67	\$5.85	N/A
KD1025	550 Sheet Paper Feed Pedestal	\$1,029	\$292	\$12.94	\$8.78	\$6.70	N/A
MY1033	550-Sheet Drawer	\$578	\$164	\$7.27	\$4.93	\$3.76	N/A
KD1028	2000 Sheet Large Capacity Feeder	\$1,286	\$365	\$16.17	\$10.97	\$8.37	N/A
KK4550	Work Tray	\$55	\$22	\$0.97	\$0.66	\$0.50	N/A
KK2550	Accessible Arm	\$74	\$39	\$1.73	\$1.17	\$0.89	N/A
GQ1180	Harness Kit for Coin Controller	\$83	\$43	\$1.90	\$1.29	\$0.99	N/A
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,218	\$122	\$5.40	\$3.67	\$2.80	N/A
PD-2	Power Doctor	\$419	\$238	\$10.54	\$7.15	\$5.46	N/A
PM-15	Power Manager 15Amp	\$272	\$132	\$5.85	\$3.97	\$3.03	N/A
STAND355/455	Stand	\$215	\$118	\$5.23	\$3.55	\$2.71	N/A
GN1060	Wireless 80211G (Requires GN3010)	\$629	\$329	\$14.57	\$9.89	\$7.55	N/A
GN3010	Antenna	\$147	\$77	\$3.41	\$2.31	\$1.77	N/A
GB1280V8	Re-Rite Software	\$2,830	\$476	\$21.09	\$14.31	\$10.92	N/A
11B528-00	BarCodeJet Level IV (Incl. 36 Months Maintenance)	\$726	\$524	\$23.21	\$15.75	\$12.02	N/A
GB1410	e-Bridge Job Separator Utility	\$524	\$215	\$9.52	\$6.46	\$4.93	N/A
GB1420	e-Bridge Job build (Requires PS3 Driver)	\$524	\$215	\$9.52	\$6.46	\$4.93	N/A
GB1540	OPC Connector - Google Docs	\$140	\$124	\$5.49	\$3.73	\$2.84	N/A
GP1080	IPSEC Enabler	\$799	\$451	\$19.98	\$13.56	\$10.35	N/A
GS1010	Meta Scan Enabler for e-CONNECT	\$524	\$225	\$9.97	\$6.76	\$5.16	N/A
GB1450	OP Connector for Microsoft Exchange	\$495	\$150	\$6.65	\$4.51	\$3.44	N/A
GB1440	OP Connector for Microsoft SharePoint	\$495	\$150	\$6.65	\$4.51	\$3.44	N/A
ART11236	SmartCard Reader, HID iClass	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A
ART11230	SmartCard Reader, HID Prox	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A
ART12161	SmartCard Reader, Inditag	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A
ART11248	SmartCard Reader, LEGIC	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A
ART12443	SmartCard Reader, Multi ISO/Mifare	\$495	\$270	\$11.96	\$8.12	\$6.19	N/A
ART11242	SmartCard Reader, Multi125	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A
GD1350	Fax Board	\$1,076	\$446	\$19.76	\$13.41	\$10.23	N/A
GD1260F	2nd Line Fax for GD1250NXF	\$651	\$270	\$11.96	\$8.12	\$6.19	N/A
T4530	Black Toner (Warranty Period Only)	N/A			\$72		N/A
STAPLE600	Staples = MJ1024/1025/1028/1029/1030 (1 box = 2,000 staples x 3)	N/A			\$40		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
STAPLE2400	Staples for MJ1024/1025/1030/1031 per box (50-Sheet Stapling; 1 box = 5,000 st x 3)	N/A			\$96		N/A

36 month \$111.45/month

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

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

Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

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

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Clicks each billing period. If Customer uses more than the Minimum Number of Clicks in any billing period, Customer will pay an additional amount equal to the number of metered clicks exceeding the agreed Minimum Number of Clicks times the Excess Click Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered clicks result in less than the Minimum Number of Clicks in any billing period.

Customer will provide meter readings via an automated website when requested by TBS. TBS may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

The Minimum Payment, and Excess Click Charge are subject to increase each year during the Term of this Contract by an amount not to exceed fifteen percent (15%) of the Minimum Payment and Excess Click Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Clicks and Excess Clicks metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered clicks, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

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

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

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

11. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

TOSHIBA

BUSINESS SOLUTIONS

SALES ORDER

S0-1.0.0

Sales Representative: Annie Cruz

CUSTOMER NUMBER

4

ORDER DATE

8/29/2012

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: <u>City of North Bay Village</u>	Customer Name: <u>City of North Bay Village</u>
Billing Address:	Shipping Address: <u>1666 NW 79 St</u>
Address 2: <u>1666 NW 79 St</u>	Address 2:
City: <u>North Bay Village</u> State: <u>FL</u> Zip: <u>33141</u>	City: <u>North Bay Village</u> State: <u>FL</u> Zip: <u>33141</u>
Phone #: <u>(305) 756 7171</u> Ext. <u>8</u> Fax #:	Phone #: <u>305 756 7171</u> Ext. Fax #:
Contact: eMail:	Contact: <u>Yvonne Hamilton</u> eMail:
Customer PO #: Business Type:	Delivery Date: Ship: Term:

MOVEMENT STATUS

Delivery Contact:	Movement:
Telephone #:	
Delivery Hours:	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	456				
1	RADE	MR302.2			
1	finisher	MJ1101			
1	Bridge Kit	KN2520			
1	LCF	KD1026			
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT

SPECIAL INSTRUCTIONS

36 month lease \$111.45/month

Sub Total

\$

Installation

Freight

Taxable Total

\$

Sales Tax %

Tax Paid

\$

Cash Paid

Trade Allow

Total

\$

UCC Fee

Model Trade-in:

Serial Number:

Equip. ID:

Sales Manager:

Office Branch:

Date:

Customer Name (Please Print):

City of N. Bay Village

Customer Name (Signature):



TERMS AND CONDITIONS

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 94, SECTION 94.15 ENTITLED "WASTE CONTAINERS" AND CHAPTER 155, SECTION 155.18 ENTITLED "DUMPSTER ENCLOSURES, GARBAGE/MECHANICAL EQUIPMENT ROOMS" TO PROHIBIT THE PLACEMENT OF SUCH WASTE CONTAINERS AND GARBAGE ENCLOSURES IN THE FRONT YARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE; (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, regulating the location of garbage containers is essential to the public health, safety, sanitation and general welfare of the citizens of North Bay Village.

NOW, THEREFORE, BE IT ENACTED BY THE 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. Village Code Amended. Sections 94.15 and 155.18 of the North Bay Village Code of Ordinances are hereby amended to read as follows:

§ 94.15 - Waste containers.

A. Each dwelling and commercial establishment in the Village shall have a sufficient number of approved garbage or waste containers to accommodate all garbage and waste generated on the premises. The Village shall determine what constitutes a sufficient number and on notification, any dwelling or commercial establishment having less than sufficient number shall within 30 days provide same.

B. Approved garbage or waste containers shall be as follows:

1) For single-family dwellings. One or more garbage cans as defined in § 94.01. Such garbage cans are prohibited from being stored or maintained in the front or street side yards of such single-family residences.

2) For commercial establishments and multi-family dwellings:

Any applications submitted for a building permit, which includes plans depicting a waste container storage facility, must be reviewed and approved during public hearings before the Village Planning & Zoning Board and the Village Commission. In the interest of public health and welfare, the Planning & Zoning Board shall make recommendations and Village Commission shall have the authority to dictate the location of waste container storage facilities.

All establishments as herein defined shall keep all food wastes or garbage in either garbage cans with tight fitting covers or approved dumpster type containers enclosed and screened as required by Section 155.18, with lids completely closed, which exclude flies, vultures and other pests. No such container shall be kept, utilized, left, stored or maintained ~~in any front of any principal structure, except on collection day. or side setback, except that in locations where no alley exists and where a rear location is inaccessible, where otherwise legal and in accordance with required yard areas, setback and parking regulations,~~ Such containers shall be kept in fully enclosed structures, so constructed and maintained as to avoid attraction of flies, vultures, rats, and other pests and so constructed and maintained as to offer, in the finding of the Village, no visual nor odor impact on neighboring properties or public rights-of-way.

Food waste and garbage kept in such structures shall be in containers with lids and shall not be filled beyond capacity. Those structures and containers shall be frequently cleaned and disinfected, and no food waste or garbage shall be permitted to fall on or remain on the ground or floor of that structure.

C. Commercial containers. It is hereby found and determined that commercial containers are required to be used with the Village's trash and garbage trucks, which can be picked up and emptied automatically by such trucks. As to any building or establishment other than a single-family residence, all such containers shall be provided, maintained and replaced by the Village at the cost and expense of the building or establishment. All containers shall be supplied and located at the discretion of the Village Manager. The cost of the container shall constitute a charge as provided in this chapter, subject to all liens, penalties, and other sections regarding collection of payments.

- 1) Disposal. All commercial trash, garbage and debris shall be placed, disposed, and stored within fully enclosed commercial containers with completely closed lids. Locking devices shall be required for all containers with food waste. Locking devices shall be in the closed position at all times except when accessing the dumpster. Locking devices may be further secured or padlocked to prevent illegal dumping provided they are unsecured for each sanitation pickup. The Village Manager may require locking devices on any other dumpsters if necessary to ensure compliance with this section.

Words ~~stricken~~ are deletion; words added are underlined.

- 2) Garbage pickup requirements. Commercial containers, which contain the disposal of food waste from any source, including, but not limited to, restaurants or grocery stores, shall be serviced on every day the sanitation department provides pickup service within the Village. For all other types of commercial trash, the required number of pickups per week shall depend on the intensity of the use. The Village Manager may require that any building or establishment other than a single-family residence increase the number of sanitation pickups per week or increase the container size if it is determined that the current frequency or size violates Section 94.15(B)(2).
- 3) Schedule and quantity of containers. If, in the view of the Village Manager, the containers used by any given establishment regularly are overfilled or produce foul odors, the Village Manager may require that the establishment utilize additional containers, larger containers and/or utilize more frequent garbage pickup service.

D. Roll off dumpsters. No person, firm, or corporation shall place and/or service roll-off containers for any purpose without first applying for and receiving a permit from the Village.

§ 155.18 - Dumpster enclosures, garbage/mechanical equipment rooms.

Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:

- A. When associated with new construction or rehabilitation valued at more than 30 percent of the building value as determined by the building official:
 1. Restaurant and/or drinking uses, trash and garbage facilities shall be within an enclosed, air-conditioned garbage room; and
 2. Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.
- B. When located outside of the building, the trash and garbage facilities shall be enclosed within a decorative CBS, wood, metal or recycled products material, opaque structure. The structure (including opaque gates) shall be painted or finished to match the building appearance. No such containers shall be kept, utilized, left, stored or maintained in front of any principal structure, except on collection day. Any applications submitted for a building permit, which includes plans depicting a waste container storage facility, must be reviewed and approved during public hearings before the Village Planning & Zoning Board and the Village Commission. In the interest of public health and welfare, the Planning & Zoning Board shall make recommendations and Village Commission shall have the authority to dictate the location of waste container storage facilities.

Words ~~stricken~~ are deletion; words added are underlined.

- C. Dumpster enclosures shall be located in visually obscure areas of the site and shall be designed in a manner as to visually screen the dumpster from adjacent view, and shall include a dumpster locking device on containers that include food waste to prevent access to the dumpster by birds or rodents.
- D. Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.
- E. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.
- F. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.
- G. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.
- H. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

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 _____ was offered by _____, seconded by _____.

The Votes were as follows:

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

Words ~~stricken~~ are deletion; words added are underlined.

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED __ day of _____ 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
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 prohibiting the location of waste containers/enclosures in the front-yards



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: October 6, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: Connie Leon-Kreps
Mayor

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 94, SECTION 94.15 ENTITLED "WASTE CONTAINERS" AND CHAPTER 155, SECTION 155.18 ENTITLED "DUMPSTER ENCLOSURES, GARBAGE/MECHANICAL EQUIPMENT ROOMS" TO PROHIBIT THE PLACEMENT OF SUCH WASTE CONTAINERS AND GARBAGE ENCLOSURES IN THE FRONT YARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

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

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94, BY REVISING SECTION 94.21 OF THE VILLAGE CODE ENTITLED “PROHIBITION REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES”; CREATING SECTIONS 94.22 THROUGH 94.24; AMENDING SECTION 153.04 ENTITLED “SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES, WAIVERS FOR FINANCIAL HARDSHIP; AND FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, North Bay Village finds that it is in the best interest of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants on the lands and in the waters surrounding the Village; and

WHEREAS, expanded polystyrene, a petroleum by-product commonly known as Styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade in the environment; and

WHEREAS, expanded polystyrene is a common and persistent environmental pollutant, which breaks down into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife, thus harming or killing them; and

WHEREAS, due to the physical properties of expanded polystyrene, the EPA states that “such materials can have serious impacts on human health, wildlife, the aquatic environment and the economy”; and

WHEREAS, expanded polystyrene materials constitute a portion of the litter in the Village’s streets, parks, public places, and waterways; and

WHEREAS, the goal of the Village is to replace expanded polystyrene food service articles with reusable, recyclable or compostable alternatives; and

WHEREAS, this Ordinance will preserve and enhance the environment of the Village.

NOW, THEREFORE, 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. Section 94.021 of Chapter 94 of the North Bay Village Code is amended as follows¹:

§ 94.21 Prohibition regarding sale or use of expanded polystyrene food service articles by Village contractors, food service providers and stores.

(A) Definitions. For purposes of this section, or as applicable by reference in other sections, the following definitions apply:

1. Village contractor means a contractor, vendor, lessee, concessionaire of the Village, or operator of a Village facility.

2. Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

3. Expanded polystyrene food service article means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

4. Code Enforcement Officer means a code inspector as defined in Section 153 of the Village Code and for purposes of this section, shall include, without limitation, a police officer.

5. Food service provider means a person or entity that provides food directly to the consumer, regardless of whether such food is provided free of charge or sold, or whether consumption occurs on or off of a premises or whether the food is provided from a vehicle. Food service providers shall include, but are not limited to restaurants, fast food restaurants, cafes, sidewalk cafes, delicatessens, coffee shops, grocery stores, markets, supermarkets, drug stores, pharmacies, bakeries, caterers, vending trucks or carts and cafeterias.

6. Polystyrene means a thermoplastic polymer of copolymer comprises of at least 80 percent styrene or para-methylstyrene by weight.

7. Store means a retail or wholesale establishment other than a food service provider.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

(B) Village contractors shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in Village facilities or on Village property. A violation of this section shall be deemed a default under the terms of the Village contract, lease, or concession agreement. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the Village contractor.

(C) Any Village contract, lease, or concession agreement entered into prior to the effective date of this section shall not be subject to the requirements of this section, unless the Village contractor voluntarily agrees thereto.

§ 94.22 through 94.24 are created to read as follows:

§ 94.22. Prohibition regarding the sale or use of expanded polystyrene food service articles by food service providers and stores; exemptions.

Food service providers and stores shall not sell, use, offer for sale or use, or provide food in expanded polystyrene food service articles. This section shall not apply to:

(a) expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the food service provider or store;

(b) expanded polystyrene food service articles used to store raw meat, pork, fish, seafood, or poultry sold from a butcher case or similar refrigerated retail display or storage case; and

(c) School districts, county, state, and federal governmental entities.

§ 94.23. Enforcement; penalties.

(a) Beginning January 1, 2016.

(1) the Village shall engage in public education efforts to inform food service providers and stores of the provisions of this section and to provide assistance with identifying alternatives to expanded polystyrene food service articles.

(2) the Village shall provide a ninety (90) day warning period through and including April 1, 2016, during which time the Code Enforcement Department shall issue written warnings for violations of the prohibitions in Sections 94.022 as to the following expanded polystyrene food service articles: coolers and ice chests.

(b) Beginning January 2, 2017, the Code Enforcement Department shall enforce the provisions in this section as to the following expanded polystyrene food service articles: ice chests and coolers.

(c) Beginning April 1, 2016, and except as otherwise provided in subsections (a)(2) and (b), the Village shall provide for a six (6) month warning period through and including November 1, 2016 during which time the Code Enforcement Department shall issue written warnings for violations of this section.

(d) Beginning January 1, 2017, the Code Enforcement Department shall enforce the provisions in this section in addition to the provisions already enforced pursuant to subsection (b).

(e) If a Code Enforcement Officer finds a violation of this section, except as otherwise provided during the warning periods in subsections (a)(2) and (c), the Code Enforcement Officer shall issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of the fine from which the violator is liable, instructions and due date for paying the fine that the violation may be appealed by requesting an administrative hearing before the Special Master within 20 days after service of the notice of violation, and that the failure to appeal the violation within 20 days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

(f) A violator who has been served with a notice of violation must elect to either:

(1) pay the following civil fine:

(a) First violation within a 12-month period.....\$ 50.00

(b) Second violation within a 12-month period.....\$100.00

(c) Third or subsequent violation within a 12-month period..\$500.00

(2) request an administrative hearing before a Special Master to appeal the notice of violation, which must be requested within 20 days of the service of the notice of violation. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in Section 153 of the Village Code.

§ 94.24. Financial hardship waiver.

Any food service provider or store that reported an annual gross income under \$25,000 per location on their income tax filing for the most recent tax year, and that is not a chain food service provider or chain store, may request from the Village Manager, in a manner and form established by the Village Manager, a financial hardship waiver of the requirements of this section. The financial hardship waiver request may apply to one or more expanded polystyrene food service articles sold, used, or offered for sale or use by any such food service provider or store. The Village Manager may grant a waiver if the food service provider or store proves the following:

(a) there is no comparable alternative product not composed of expanded polystyrene that would cost the same as or less than the expanded polystyrene food service article, and

(b) the purchase or use of an alternative product not composed of expanded polystyrene would create an undue financial hardship.

Such financial hardship waiver shall be valid for 12 months and may be renewable upon application to the Village Manager. If an administrative hearing is requested pursuant to Section 153, a pending financial hardship waiver request shall be grounds for a continuance of the administrative hearing, but only if the notice of violation was issued after the submittal of the financial hardship waiver request.

§ 153.04, Schedule of Civil Penalties is hereby amended as follows:

Section	Description of Violation
<u>94.21(B)</u>	<u>Selling, using or providing food in, or offer the use of expanded polystyrene food service articles in Village facilities or on Village property</u>
<u>94.22</u>	<u>Food service providers and stores selling, using, offering for sale or use, or or providing food in expanded polystyrene food service articles.</u>

Penalty for violation of Sections 94.21(B) and 94.22 shall be

- (a) First violation within a 12-month period.....\$ 50.00
- (b) Second violation within a 12-month period.....\$100.00
- (c) Third or subsequent violation within a 12-month period..\$500.00

Section 3. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Codification. This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 5. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading on _____ was offered by _____, seconded by _____.

The Votes were as follows:

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

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this _____ 2015.

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: Prohibition on the sale and use of Styrofoam Products.



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: October 8, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: Dr. Richard Chervony
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 94, BY REVISING SECTION 94.21 OF THE VILLAGE CODE ENTITLED "PROHIBITION REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES"; CREATING SECTIONS 94.22 THROUGH 94.24; AMENDING SECTION 153.04 ENTITLED "SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES, WAIVERS FOR FINANCIAL HARDSHIP; AND FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

RC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$468 FOR A MAXIMUM OF TWO TABLES AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2016 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Optimist Club is a non-profit Village organization that provides scholarships to certain North Bay Village graduating seniors and assists with activities for youths; and

WHEREAS, the Optimist Club is holding its Annual Celebration Dinner at Miami Shores Country Club on November 5, 2015; and

WHEREAS, the Village Commission finds that it's in the best interest of the community to contribute to this organization through attendance at this event.

WHEREAS, the Village Manager has recommended that the budget be amended to transfer up to \$468 from the General Fund Unreserved Fund Balance 001.19.019.5340 for a maximum of two tables the event.

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

Section 1. **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. **Budget Amendment.** The Village Manager is hereby authorized to transfer up to \$468 from the General Fund Unreserved Fund Balance 001.19.019.5340 to the General Fund for a maximum of two tables at the Optimist Annual Celebration Dinner.

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to take all actions necessary to implement the budget amendment.

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

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

THE VOTES WERE AS FOLLOW:

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

PASSED AND ADOPTED this 13th day of October 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Transfer from Unreserved Fund Balance-Optimist Annual Celebration Dinner 2015.



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: October 5, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$468 FOR A MAXIMUM OF TWO TABLES AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2016 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A NOTICE TO PROCEED TO GOLDIN SOLAR, LLC TO INITIATE A SOLAR PANEL PURCHASE AND INSTALLATION PROGRAM FOR RESIDENTIAL AND COMMERCIAL PROPERTIES, UNDER THE PIGGY BACK PURCHASE PROVISION PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)

WHEREAS, the use of solar panels provides a source of clean, cheap and renewable energy; and

WHEREAS, the Village wishes to implement a Solar Panel Installation Program for interested residential and business owners for a licensed solar installer to install rooftop photovoltaic (“PV”) systems; and

WHEREAS, the Village Commission adopted Resolution No. 2014-41 to create a Property Accessed Clean Energy Program with Ygrene to provide up to 100% financing to qualified owners for energy efficiency, renewable energy and water conservation improvements; and

WHEREAS, Goldin Solar, LLC is licensed to perform the work and has been qualified and certified by YGRENE Green Corridor Financing Program; and

WHEREAS, the City of South Miami has successfully negotiated, volume and discounted pricing for solar panel installation for residential and commercial roofs with Goldin Solar, LLC, under RFP #CSM-2015-07, and has issued a “Notice to Proceed” dated June 19th 2015.

WHEREAS, Section 36.25(J) of the Village Code authorizes the Village Commission to award a contract without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency.

WHEREAS, the Commission of North Bay Village desires to utilize the services of Goldin Solar, LLC to initiate a Solar Panel Purchase and Installation Program in North Bay Village.

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

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

Section 2. Authorization of Village Officials. The Village Manager is authorized to issue a "Notice to Proceed" to Goldin Solar, LLC to initiate a Solar Panel Purchase and Installation Program in North Bay Village for residential and commercial properties, under the piggyback purchase provision, pursuant to Section 36.25(J) of the Village Code, in accordance with the pricing negotiated and accepted by the City of South Miami.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of October, 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF 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

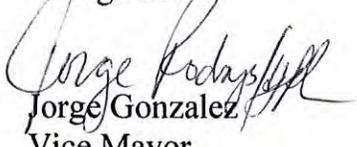
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 6, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Jorge Gonzalez
Vice Mayor

SUBJECT: Introduction of Ordinance

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 A NOTICE TO PROCEED TO GOLDIN SOLAR, LLC TO INITIATE A SOLAR PANEL PURCHASE AND INSTALLATION PROGRAM FOR RESIDENTIAL AND COMMERCIAL PROPERTIES, UNDER THE PIGGY BACK PURCHASE PROVISION PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE.

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

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO.: 098-15-14437

A Resolution authorizing the City Manager to execute a notice to proceed to Goldin Solar, LLC, to initiate a Solar Panel Purchase and Installation Program for residential and business properties.

WHEREAS, the City issued an RFP to solicit licensed solar installers to install rooftop photovoltaic ("PV") systems for residential and commercial property owners ("Owners"), at volume and discounted pricing; and

WHEREAS, the program will be made available to Owners for a six (6) month period from the date of the issuance of the Notice to Proceed to enter into contracts with the solar panel Contractor; and

WHEREAS the decision to enter into a contract to install solar panels is solely at the option of individual Owner; and

WHEREAS, YGRENE Green Corridor Financing Program ("YGRENE Program") provides 100% financing to qualified commercial and residential property owners for energy efficiency, renewable energy and water conservation improvements. The contractor who provided the lowest price per kilowatt was Goldin Solar, LLC, who is certified by the YGRENE Program. The decision to utilize YGRENE for financing is solely up to individual City residents and businesses.

NOW, THEREFORE, BE IT RESOLVED THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The City Manager is authorized execute a notice to proceed to Goldin Solar, LLC, to start the Solar Panel and Installation Program for residential and business owners. The decision to install solar panels and to contract with Goldin Solar, LLC, is solely that of the individual residential and business owner. The City shall have no responsibility or liability for the work, including the goods and services provided, workmanship, or warranty for the work, nor for the payment for services provided by Goldin Solar, LLC. A more detailed description of the responsibilities of the Owners' and the City's disclaimers are set forth in the attached memorandum from the City Attorney to the City Commission.

Section 2. 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, this holding shall not affect the validity of the remaining portions of this resolution.

Section 3. Effective Date: This resolution shall take effect immediately upon enactment.

PASSED AND ENACTED this 16~~th~~ day of June, 2015.

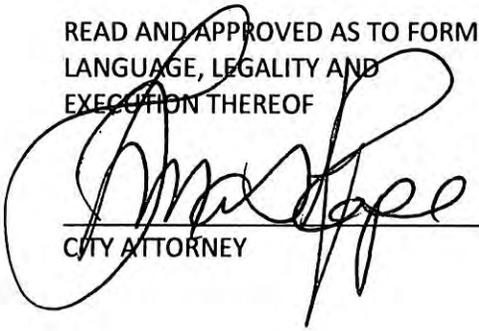
ATTEST:


CITY CLERK

APPROVED:


MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF



CITY ATTORNEY

COMMISSION VOTE:	5-0
Mayor Stoddard:	Yea
Vice Mayor Harris:	Yea
Commissioner Welsh:	Yea
Commissioner Liebman:	Yea
Commissioner Edmond:	Yea

NOTICE TO PROCEED
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

TO: Attn: Daren Goldin
3447 Percival Avenue
Miami, FL 33133

DATE: June 17, 2015

PROJECT DESCRIPTION: Solar Panel Purchase and Installation Program for City Residents and Businesses.

You are hereby notified that the solicitation period for the solar panel program has commenced in accordance with the RFP

City of South Miami

BY: _____

Shari Kamali
(Print Name)

Shari Kamali
City Manager or designee

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

Daren T. Goldin

on this 19th day of June, 2015.

BY: Daren T. Goldin

TITLE: owner

END OF SECTION



BID OPENING REPORT

Bids were opened on: Tuesday, May 5, 2015 **after:** 10:00am

For: RFP # CSM-2015-07 – Solar Panel Purchase and Installation

COMPANIES THAT SUBMITTED PROPOSALS: _____ **AMOUNT:** _____

<ol style="list-style-type: none"> 1. GOLDIN SOLAR 2. URBAN SOLAR GROUP 	SEE ATTACHED PRICING
---	----------------------------

THE ABOVE BIDS HAVE NOT BEEN CHECKED.

THE BIDS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

Maria M. Menendez

City Clerk: _____
Print Name

Signature

Witness: John Webster
Print Name

Signature

Witness: Steve Rulick
Print Name

Signature

BID OPENING REPORT: RFP# CSM-2015-07

Dollars Per Killowatt, By Roof Type		
Ashpalt Shingle		
VENDOR:	GOLDIN SOLAR	URBAN SOLAR GROUP
0 to 5 KW	\$2,670.00	\$3,850.00
5 to 10 KW	\$2,520.00	\$3,550.00
10 10 17 KW	\$2,420.00	\$3,250.00
17 & UP KW	\$2,370.00	\$3,050.00
Clay/Spanish Tile		
0 to 5 KW	\$2,850	\$3,900.00
5 to 10 KW	\$2,700	\$3,650.00
10 10 17 KW	\$2,590	\$3,300.00
17 & UP KW	\$2,550	\$3,100.00
Metal Seam		
0 to 5 KW	\$2,480	\$3,800.00
5 to 10 KW	\$2,340	\$3,500.00
10 10 17 KW	\$2,220	\$3,200.00
17 & UP KW	\$2,170	\$3,000.00
Concrete		
0 to 5 KW	\$2,470	\$3,900.00
5 to 10 KW	\$2,320	\$3,650.00
10 10 17 KW	\$2,210	\$3,300.00
17 & UP KW	\$2,150	\$3,100.00
Bar Joist		
0 to 5 KW	\$2,700	\$3,900.00
5 to 10 KW	\$2,540	\$3,650.00
10 10 17 KW	\$2,410	\$3,300.00
17 & UP KW	\$2,360	\$3,100.00

Dollars Per Watt, By Roof Type	
Ashpalt Shingle	
GOLDIN SOLAR	URBAN SOLAR GROUP
\$2.67	\$3.85
\$2.52	\$3.55
\$2.42	\$3.25
\$2.37	\$3.05
Clay/Spanish Tile	
\$2.85	\$3.90
\$2.70	\$3.65
\$2.59	\$3.30
\$2.55	\$3.10
Metal Seam	
\$2.48	\$3.80
\$2.34	\$3.50
\$2.22	\$3.20
\$2.17	\$3.00
Concrete	
\$2.47	\$3.90
\$2.32	\$3.65
\$2.21	\$3.30
\$2.15	\$3.10
Bar Joist	
\$2.70	\$3.90
\$2.54	\$3.65
\$2.41	\$3.30
\$2.36	\$3.10

Note: Responents are to quote "Tier 1 Solar Panel Manufactures Only

Respondent:

GOLDIN SOLAR

EXHIBIT 3

BID FORM

Attachment A

"INSTALLED SOLAR PANEL PRICE PROPOSAL GRID"

Dollars Per Killowat, By Roof Type					
KW	Ashpalt Shingle	Clay/Spanish Tile	Metal Seam	Concrete	Bar Joist
0 to 5	\$2,670.-	\$2,850.-	\$2,480.-	\$2,470.-	\$2,700.-
5 to 10	2,520.-	2,700.-	2,340.-	2,320.-	2,540.-
10 10 17	2,420.-	2,590.-	2,220.-	2,210.-	2,410.-
17 & UP	2,370.-	2,550.-	2,170.-	2,150.-	2,360.-

Note: Responents are to quote "Tier 1 Solar Panel Manufactures Only

**EXHIBIT 3
 BID FORM
 Attachment A
 "Installed Solar Panel Price Proposal Grid"**

Dollars Per Kilowatt, By Roof Type (per addendum)					
kW	Asphalt Shingle	Clay/Spanish Tile	Metal Seam	Concrete	Bar Joist
0-5	\$2,670	\$2,850	\$2,480	\$2,470	\$2,700
5-10	\$2,520	\$2,700	\$2,340	\$2,320	\$2,540
10-17	\$2,420	\$2,590	\$2,220	\$2,210	\$2,410
17+	\$2,370	\$2,550	\$2,170	\$2,150	\$2,360

Dollars Per Watt, By Roof Type (Industry Standard Format)					
W	Asphalt Shingle	Clay/Spanish Tile	Metal Seam	Concrete	Bar Joist
0-5	\$2.67	\$2.85	\$2.48	\$2.47	\$2.70
5-10	\$2.52	\$2.70	\$2.34	\$2.32	\$2.54
10-17	\$2.42	\$2.59	\$2.22	\$2.21	\$2.41
17+	\$2.37	\$2.55	\$2.17	\$2.15	\$2.36

Note: All quotes above are to include Renesola solar modules, which are a tier 1 solar panel manufacturer. The inverter, DC power optimizer, and power monitoring will be supplied with SolarEdge products. For more information on suggested materials, see appendix

Respondent:

URBAN SOLAR GROUP
EXHIBIT 3
BID FORM
Attachment A

"INSTALLED SOLAR PANEL PRICE PROPOSAL GRID"

Dollars Per Killowat, By Roof Type

✳

KW	Ashpalt Shingle	Clay/Spanish Tile	Metal Seam	Concrete	Bar Joist
0 to 5	\$ 3.85	\$ 3.90	\$ 3.80	\$ 3.90	\$ 3.90
5 to 10	3.55	3.65	3.50	3.65	3.65
10 10 17	3.25	3.30	3.20	3.30	3.30
17 & UP	3.05	3.10	3.00	3.10	3.10

Note: Responents are to quote "Tier I Solar Panel Manufactures Only"

✳ Price per Watt.



Dear South Miami Neighbors:

Solar power has arrived. Over the life of a rooftop solar electric system, solar power costs significantly less than utility power. To lower the price further, the City of South Miami has arranged group-pricing rates on installation of rooftop solar panels for all city residents.

The City conducted a request for proposals and received proposals from two contractors that can be reviewed at <http://www.southmiamifl.gov/index.aspx?NID=450>. The lowest guaranteed bid prices were from Goldin Solar which are shown below with those of the other respondent. Goldin Solar's prices will be available through the end of 2015. According to the IRS website www.irs.gov/uac/Newsroom/Get-Credit-for-Making-Your-Home-Energy-Efficient the IRS offers a one-time 30% Residential Renewable Energy Tax Credit for solar electric equipment through 2016.

With a 30% federal tax credit, and today's electric rates, solar panels should pay for themselves in 11-12 years, depending on your electrical usage. If electrical rates rise, the return on investment could be sooner. According to Goldin Solar, its manufacturer's warranty for the panels is 25 years for performance and 10 years for defects.

Contractor contact info:

Goldin Solar
goldinsolar.com
 (305) 469-9790
dgoldin@goldinsolar.com

Urban Solar Group
www.urban-solar.com
 888-38-SOLAR
info@urban-solar.com

Be sure to ask for "South Miami pricing".

You can pay for your solar array outright, or finance it with a home equity loan, with a PACE loan through YGRENE, or any way you prefer.

What size array should you get?

The US Department of Energy provides a free online calculator to estimate solar energy production capacity on your house: pvwatts.nrel.gov

Note: If you purchase PV panel installation, your agreement will be with the contractor, not the City and even though the work must pass City permit inspection, **the City of South Miami does not and cannot guarantee the work, only that the contractors agree to honor the prices quoted.** Check the Ygrene website for its certification process as to contractors:
ygrene.us/fl/green_corridor

After reducing our home energy costs every other way, my family installed roof-top solar panels last year. Our 7500 watt array provides enough power to cover the house and a plug-in electric car. I figure the system pays us 7% interest, tax-free, inflation-protected. If you can lock in a better deal than that, please let me know.

Regards,

Philip Stoddard, Mayor

Dollars Per Watt, By Roof Type		
VENDOR:	GOLDIN SOLAR	URBAN SOLAR GROUP
Asphalt Shingle		
0 to 5 KW	\$2.67	\$3.85
5 to 10 KW	\$2.52	\$3.55
10 to 17 KW	\$2.42	\$3.25
17 KW & up	\$2.37	\$3.05
Clay/Spanish Tile		
0 to 5 KW	\$2.85	\$3.90
5 to 10 KW	\$2.70	\$3.65
10 to 17 KW	\$2.59	\$3.30
17 KW & up	\$2.55	\$3.10
Metal Standing Seam		
0 to 5 KW	\$2.48	\$3.80
5 to 10 KW	\$2.34	\$3.50
10 to 17 KW	\$2.22	\$3.20
17 KW & up	\$2.17	\$3.00
Concrete		
0 to 5 KW	\$2.47	\$3.90
5 to 10 KW	\$2.32	\$3.65
10 to 17 KW	\$2.21	\$3.30
17 KW & up	\$2.15	\$3.10
Bar Joist		
0 to 5 KW	\$2.70	\$3.90
5 to 10 KW	\$2.54	\$3.65
10 to 17 KW	\$2.41	\$3.30
17 KW & up	\$2.36	\$3.10

The City of South Miami only guarantees that these contractors agree to honor the prices quoted, not the work itself.



**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM**

TO: The Honorable Mayor & Members of the City Commission
FROM: City Attorney
DATE: June 16, 2015 **Agenda Item No.:** _____

SUBJECT: A Resolution authorizing the City Manager to execute a notice to proceed to Goldin Solar, LLC, to initiate a Solar Panel Purchase and Installation Program for residential and business properties.

BACKGROUND: Background: The City issued an RFP to solicit licensed solar installers who desire to install rooftop photovoltaic (“PV”) systems for residential and commercial property owners (“Owners”) at volume and discounted pricing. All Respondents to the RFP were required to be licensed to perform the work, and to be qualified and certified with the YGRENE Green Corridor Financing Program. YGRENE provides 100% financing to qualified Owners for energy efficiency, renewable energy and water conservation improvements. The decision to utilize YGRENE for financing is solely up to Owners. Notwithstanding the requirements of the RFP, it is the Owners’ responsibility to confirm licensing, workers compensation and liability insurance, and financing—and YGRENE certification before entering into an agreement for the work. The City is merely acting as a facilitator and it is not recommending any particular contractor since the City has not evaluated the qualifications of the Contractors who responded to the RFP. Consequently, the City will not be entering into an agreement with the contractor for this program and the decision to enter into a contract to install solar panels is solely at the option of Owners. The respondent to the solicitation that provided the best price for the purchase and installation of solar panels is Goldin Solar, LLC.

Residents and commercial property owners will need to contract directly with the contractor for the installation of photovoltaic systems. Payment and/or financing will be the sole responsibility of participating Owners; the City shall have no responsibility or liability for payment to Contractor for goods and services provided. While the RFP required a minimum one (1) year warranty for labor and materials, the City disclaims any responsibility for the workmanship of the participating Contractors and it shall be the obligation of the Owner to confirm any warranty of the goods and services provided. The Owners may negotiate better terms and conditions concerning project duration, warranties, etc., than those offered



**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM**

by the contractors in response to the RFP with participating Contractors. It is the responsibility of the Owner to ascertain the existence and applicability of and apply for any government subsidies, tax credits and/or available grants that will offset the installation costs of photovoltaic systems.

The participating Contractors have agreed that their offered program will be made available to the Owners for a six (6) month period from the date of the issuance of the Notice to Proceed. The decision to contract for photovoltaic systems is solely at the discretion of the Owners. While the commitment to accept contracts from Owners is limited to six (6) months from the date of the Notice to Proceed, the time for completing the work of constructing and installing the Photovoltaic systems may exceed the six (6) month period of the programs for signing up customers. The establishment of individual project duration, timeline, and the project completion date is the responsibility of the Owner and it is recommended that these considerations be established by agreement between the contractor and the Owner.

It is the intent of the City to issue a Notice to Proceed to Goldin Solar, LLC, who provided the lowest price, per watt generated, in response to the City's RFP, to commence the program period. However, nothing shall prevent the Owners from entering into a contract with anyone else, including other contractors who responded to the RFP.

AMOUNT: \$0

ACCOUNT: N/A

ATTACHMENTS: Resolution
RFP #CSM-2015-07
Bid Opening Report
Goldin Solar, Inc. Proposal
YGRENE Certified Contractor Confirmation
Sun Biz

Response To:

RFP #CSM-2015-07

Solar Panel

Purchase and

Installation

Program for City

Residents and

Businesses



Respondents Qualification Statement

Prepared by:

Urban Solar Group

3395 N Dixie Hwy

Bay #5

Boca Raton, FL 33431,

Phone: 888-38-SOLAR

E-Mail: Info@Urban-Solar.com

Web: www.Urban-Solar.com



Summary

City of South Miami has invited Urban Solar Group to participate in the RFP # CSM2015-07. The purpose of this bid to demonstrate to the city that Urban Solar Group has the ability and expertise needed to provide a comprehensive turn-key solution to it's residents and businesses for Solar PV installations.

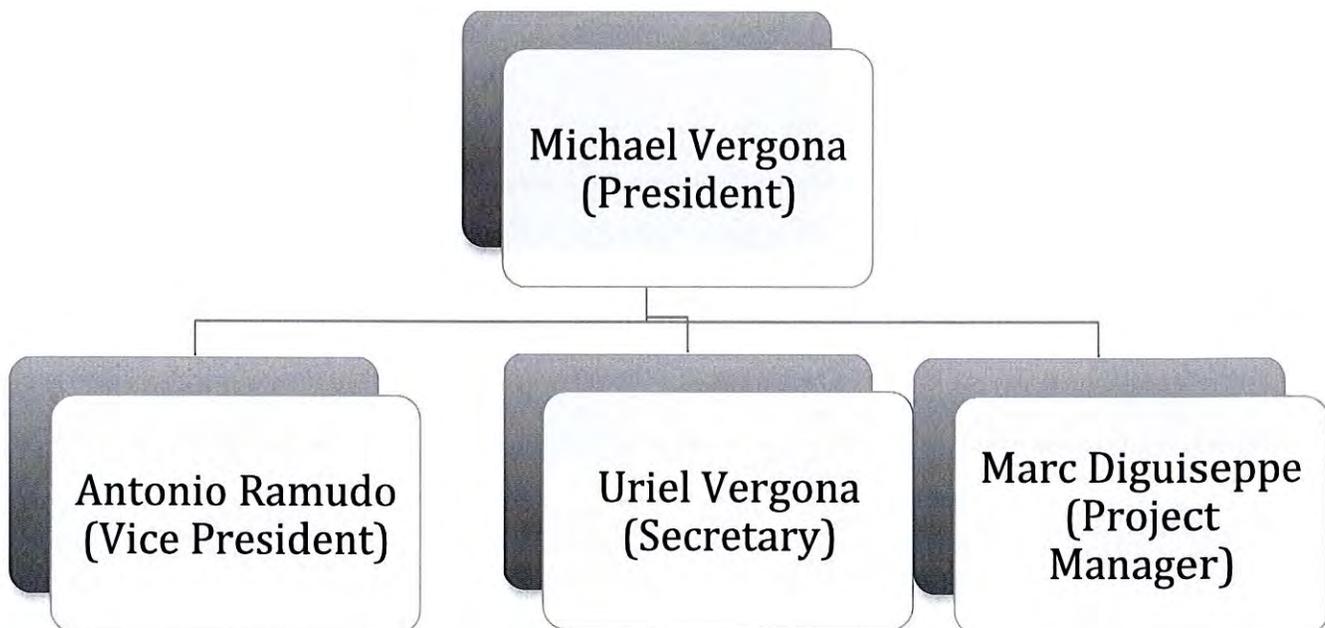
As requested, the attached package includes all necessary pricing, insurance and qualification information.

Pricing included in this proposal is warranted for the period of (180) days from May 5, 2015.

Attached Sections:

- I. Organizational Chart
- II. Qualifications Statement
- III. Equipment Information (including warranty)
- IV. Urban Solar Group – 5 Year Warranty
- V. Examples of our completed projects
- VI. Sample Customer Proposal
- VII. Proof of Insurance
- VIII. Equipment Warranty and Data Sheets
- IX. Complete Proposal Submittal Checklist with all required documentation and signatures.

I. Organizational Chart:



II. Qualifications Statement

Urban Solar Group (USG) is a certified Solar Contractor, License # CVC56948.

USG focuses 100% of its operations on the design and installation of Solar PV systems. Our service area covers from North Palm Beach County, South to Homestead and South West Florida (Naples,FL).

Since January 2015, USG has successfully procured and completed 16 residential Solar PV installations this year alone. Since it's inception, USG has successfully installed over 3,800 modules or more than 1 megawatt of Solar PV.

Urban Solar Group boasts the largest Solar PV installation in Coconut Grove. The Residence Inn Marriott project is outlined below in our completed projects section. We are now under contract for the largest installation in Collier County.

Along with our private sector commercial and residential installations, we have also helped on a Department of Energy, Section 8 project located in North Miami. The North Park at Scott Carver Apartments was a 135kW system. The design was meant to have distributed energy generation be used to off-set the common area loads.

It should be noted that we have sub-contracted Goldin Solar, Inc. for supplemental labor purposes to complete two of our installations in the Miami-Dade area. Since Goldin Solar, Inc. is also placing a bid for RFP # CDM2015-07, we find it important to point out which projects were procured and completed by USG and not Goldin Solar, Inc. for clarification purposes.

Urban Solar – Solar Contractor License

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD			
LICENSE NUMBER			
CVC56948			
The SOLAR CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2016			
VERGONA, MICHAEL R URBAN SOLAR GROUP 2157 NW 22ND ST POMPANO BEACH FL 33069		 	
ISSUED: 01/13/2015	DISPLAY AS REQUIRED BY LAW	SEQ # L1501130002404	

Urban Solar Group – Ygrene Certification



You are logged in as, **Michael Vergona**

[PROPOSAL TOOL](#) [HELP CENTER](#) [RELEASE NOTES](#) [MY ACCOUNT](#) [LOG OUT](#)

[PROPERTY SEARCH](#) [PROJECTS](#) [TASKS](#) [COMPANY](#)

URBAN SOLAR GROUP » PROFILES

[Company](#) [Profiles](#) [Offices](#) [Users](#)

COMPANY	PRIMARY CONTACT	DISTRICT	SIGNED UP	
Urban Solar Group	Michael Vergona	Green Corridor	02/23/15 06:36 AM	+ new profile edit delete

III. Equipment Information:

Solar Panels:

Hanwha Q- Cells, G3 Pro 260-watts

- Tier 1 panel
- 10 year Workmanship Warranty
- 25 year Performance Warranty
- German engineered, assembled in Poland.
- Rated Top Polycrystalline Module of 2013 by Photon independent study.
- Less than 0.06% degradation annually. Guaranteed to be producing no less than 83% of its original nameplate rating, after 25 years.

Website: <http://www.q-cells.us/home.html>

Q CELLS
a Hanwha company

Photon
BEST POLYCRYSTALLINE
MODULE 2013

European made Solar Panels
Germany engineered and built to last
from the Australian solar experts **SOLARGAIN**
solar energy specialists

EUPO RESEARCH
TOP BRAND PV
MODULES
GERMANY
2012

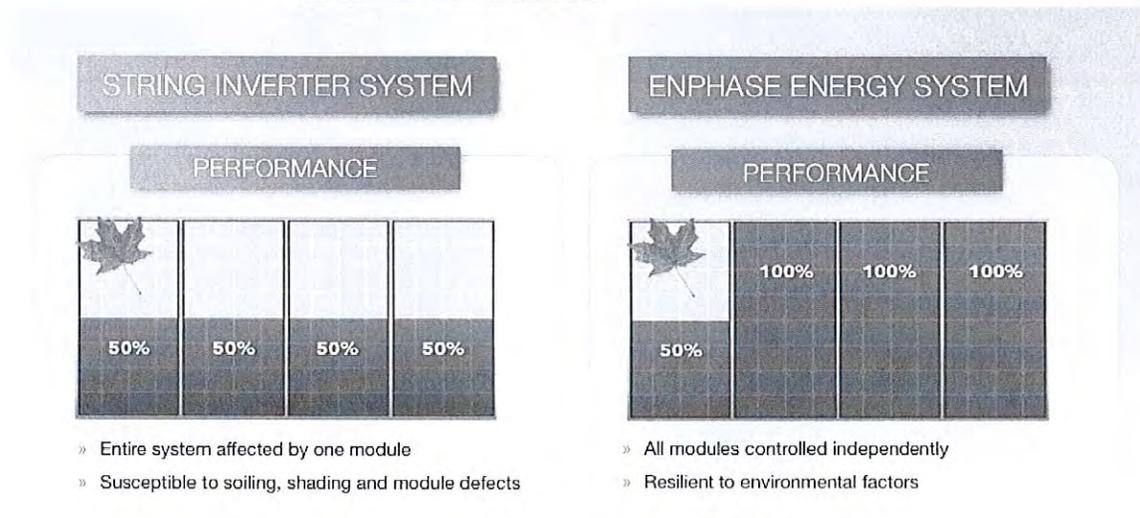
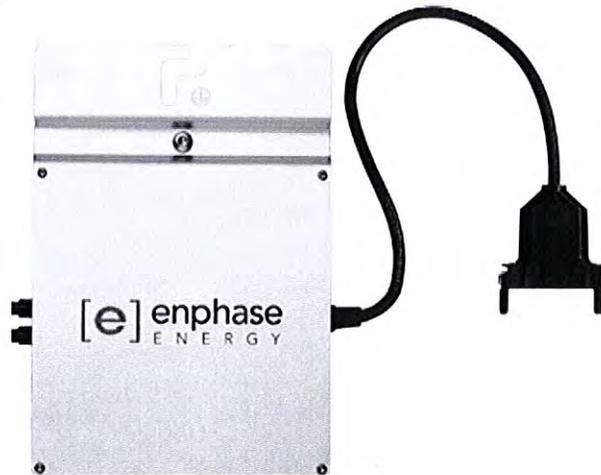
'Europe's number 1 Solar PV provider Q1 2014'

Inverters:

Enphase M215 Micro-Inverters

- 25 year Limited Warranty
- American made
- Most widely used micro-inverter
- Up to 20% more solar yield versus traditional string inverters. Micro-inverters also protect against shading or panel failure.
- Performance Monitoring included in all installations. Performance Monitoring allows for real time system analysis and performance figures.
- Increased reliability due to a less than 1% failure rate versus the 10% failure rates of string inverters.

Website: <http://www.Enphase.com>



IV. Urban Solar Group Warranty

5-year workmanship guarantee

We guarantee our workmanship for a total of 5 years from the date of the final electrical inspection by the local municipality. This means that we will guarantee the installation practices against leaks, faults, errors, or any outages the system may experience. This guarantee does not cover individual products as they all have their own manufacturer warranties.

Contractor warrants to OWNER that all materials used in the Work will be new and of good quality, free from defects, and in conformity with the Plans and Specifications unless otherwise specified. Contractor guarantees its work to be free from defects in material and workmanship for a period of five years from the date of completion. Contractor guarantees all penetrations through the roof membrane/decking will be properly sealed and free from leaks. However, Contractor does not guarantee the general condition of the roof or its ability to withstand walking during the installation process.

Equipment Warranties

Warranties on any appliance or equipment supplied by Contractor for the Project shall be limited to the warranty provided by the manufacturer of such appliance or equipment. For a period of one year after system commissioning/final inspection, Urban Solar will perform manufacturer warranty work for the appliance/equipment at no cost to the OWNER. After the one-year period labor, shipping and travel charges in effect at that time will be billed to the OWNER for any appliance/equipment warranty work.

All warranty work must be performed by Urban Solar Group to maintain the Urban Solar warranty. Damage to the system due to (but not limited to) storms, flood, fire, lightning, work performed by others, etc. are not covered by the Urban Solar warranty (and are not normally covered by the manufacturers' warranties). Any repair work performed by Urban Solar for these types of issues will be billed at the rate in effect at that time.

If you need to submit a warranty claim or have a question, please contact us at 888-597-8881 or info@urban-solar.com

V. Qualifying Project Experience:

Miami Children's Museum

Project Address:

980 MacArthur Causeway, Miami, FL 33132

Project Description:

14.31 kW Solar PV System

(54) SolarWorld 265-Watt Modules

(54) Enphase M215 Micro-inverters

Annual Production of 23,530 kWh's

This project included Performance Monitoring and TV Display for museum guests. The solar panels were mounted on a completely custom racking structure that fit to the existing roof structure.

*Sub-contracted Goldin Solar for supplemental labor purposes only.



*Residence Inn by Marriott***Project Address:**

2835 Tigertail Ave, Coconut Grove Miami, FL 33133

Project Description:

92.4 kW Solar PV System

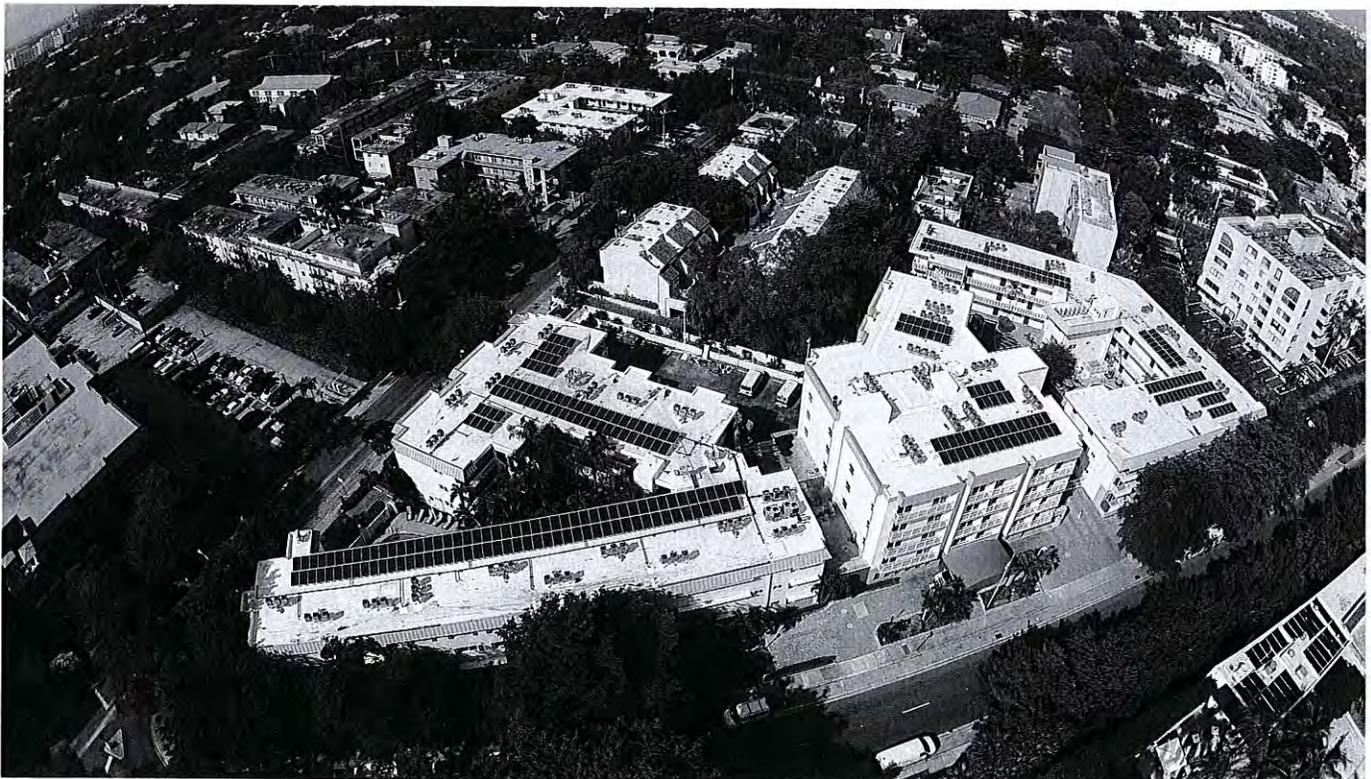
(336) SolarWorld 265-Watt Modules

(14) SMA Sunny Boy Inverters (various models/wattages)

Annual Production of 150,253 kWh's

This project included Performance Monitoring and TV Display for hotel guests. The solar panels were mounted on the flat roof of the building at a 10 degree tilt.

*Sub-contracted Goldin Solar for supplemental labor purposes only.



Doleman Residence

Project Address:

2517 Middle River Dr, Fort Lauderdale, FL 33305

Project Description:

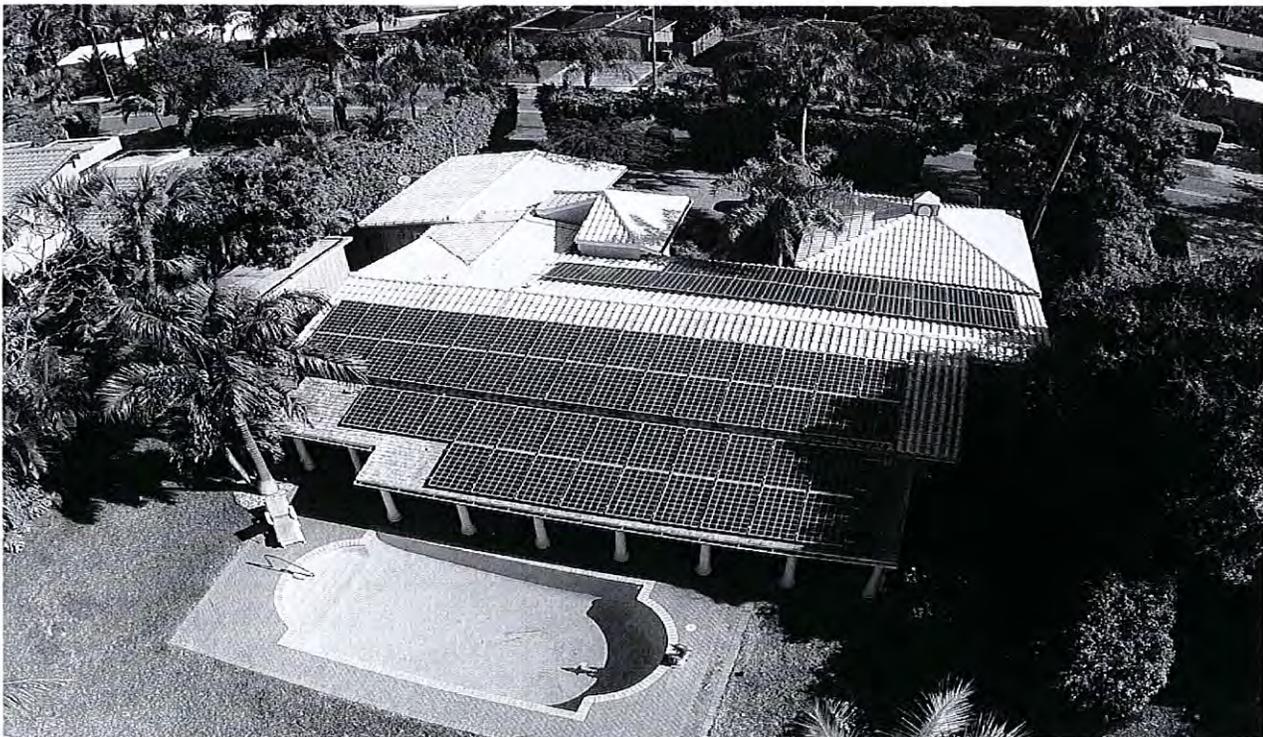
19.24 kW Solar PV System

(74) Hanwha Q-Cell's 260-Watt Modules

(2) SMA Sunny Boy Inverters (various models/wattages)

Annual Production of 31,636 kWh's

This project included Performance Monitoring.



Mason Residence

Project Address:

6510 Marbella Dr, Naples, FL 34105

Project Description:

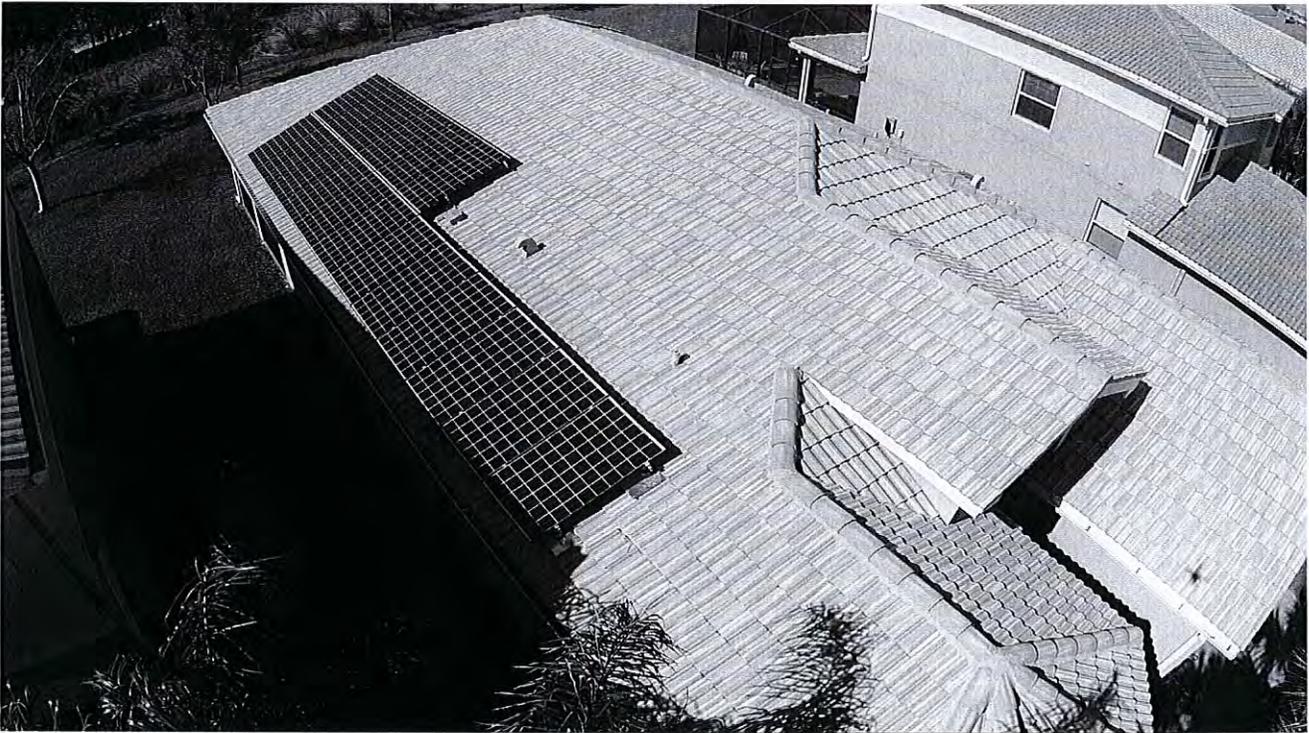
4.68 kW Solar PV System

(18) Hanwha Q-Cell's 260-Watt Modules

(18) Enphase M215 Micro-inverters

Annual Production of 7,914 kWh's

This project included Performance Monitoring.

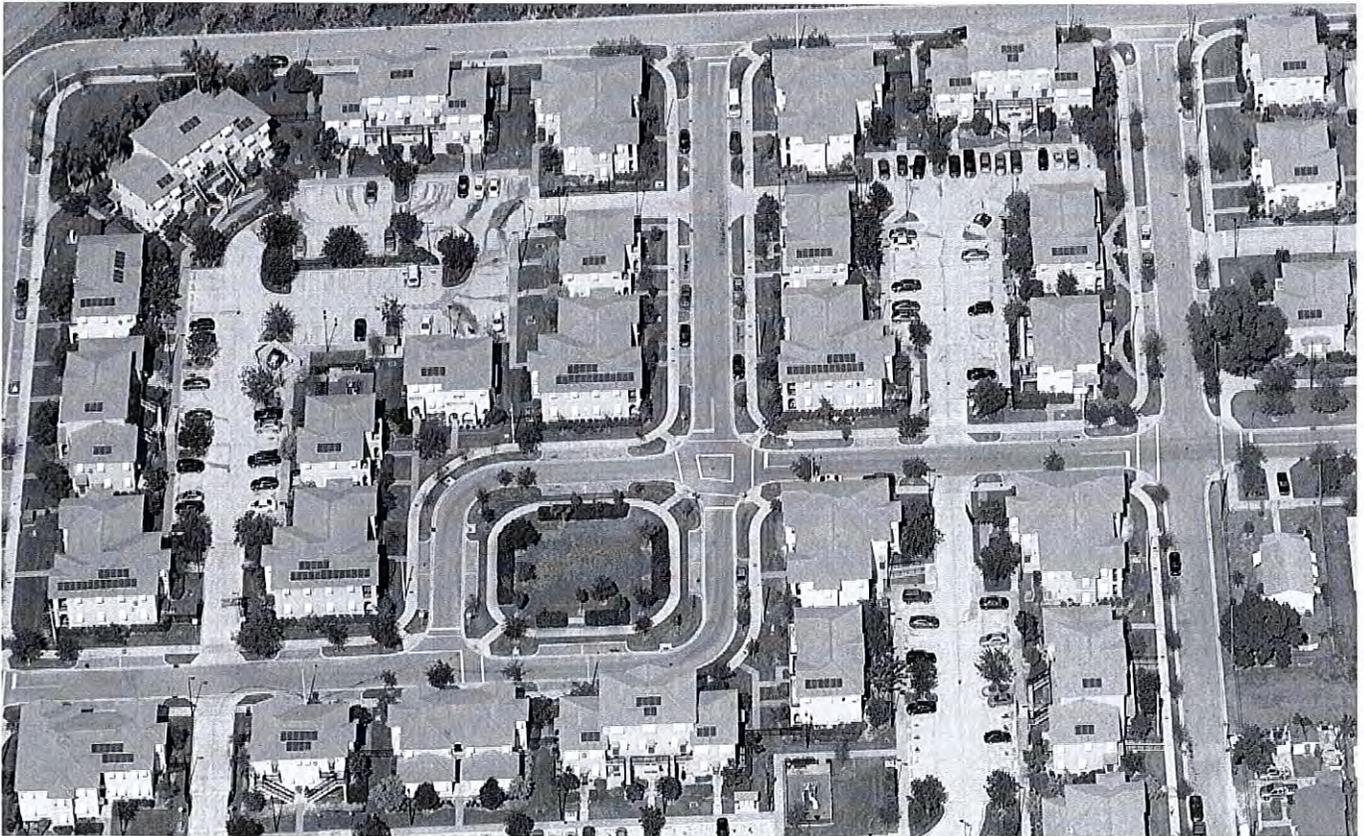


North Park at Scott Carver Apartments

Project Address:
Hialeah, FL 33012

Project Description:
135 kW Solar PV System
(509) SolarWorld 265-Watt Modules
(25) SMA Sunny Boy Inverters (various models/wattages)

Annual Production of 221,983 kWh's



VI. Urban Solar – Sample Customer Proposal

Your Solar System Quote from Urban Solar Group
 Carl Kesser (305) 491-7130 carlkesser@comcast.net
 3221 FLORIDA AVE, Miami, FL 33133

Cost of Your Solar System & How Much of Your Energy Usage Will Be Solar

Mounting System Type: Roof Mounted
Solar System Size: 9.36kW (36 Hanwha Q-Cells · Q PRO-G3 260 panels)

Production

89%

From Solar

11%

From Grid

Your System Size & Placement on Your Property

Map data ©2015 Google, Imagery ©2015

Estimated Remaining solar Total Energy Consumption Original solar energy	89% 13,662 kWh 0.0725 \$/kWh
--	------------------------------------

Month	Monthly Usage (kWh)	Monthly Production (kWh)
Jan	900	1000
Feb	950	1050
Mar	1000	1100
Apr	1050	1150
May	1100	1200
Jun	1150	1250
Jul	1200	1300
Aug	1150	1250
Sep	1100	1200
Oct	1050	1150
Nov	1000	1100
Dec	950	1050

Monday, April 13, 2015 at 9:09 AM

Page 1

VII. Urban Solar – Proof of Insurance (GL & Auto)

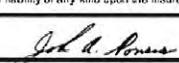
*Pending quotes for Umbrella Policy

ACORD®		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 4/30/2015		
<p>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.</p> <p>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).</p>							
PRODUCER Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016				CONTACT NAME: Darleen Palmer PHONE (A/C No. Ext): (561) 613-6097 FAX (A/C No.): (844) 847-8679 E-MAIL ADDRESS: dpalmer@kbmco.com			
INSURED VB Solar Inc, DBA: Urban Solar Group 3395 N Dixie Hwy Bay #5 Boca Raton FL 33431				INSURER(S) AFFORDING COVERAGE INSURER A: Essex Insurance Company INSURER B: Hesco Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: 15-16 GL, Auto 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2CL5194	4/21/2015	4/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPP1241494 00	2/11/2015	2/11/2016	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 20,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER Proof of Insurance				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 Timothy Battle/DARL			

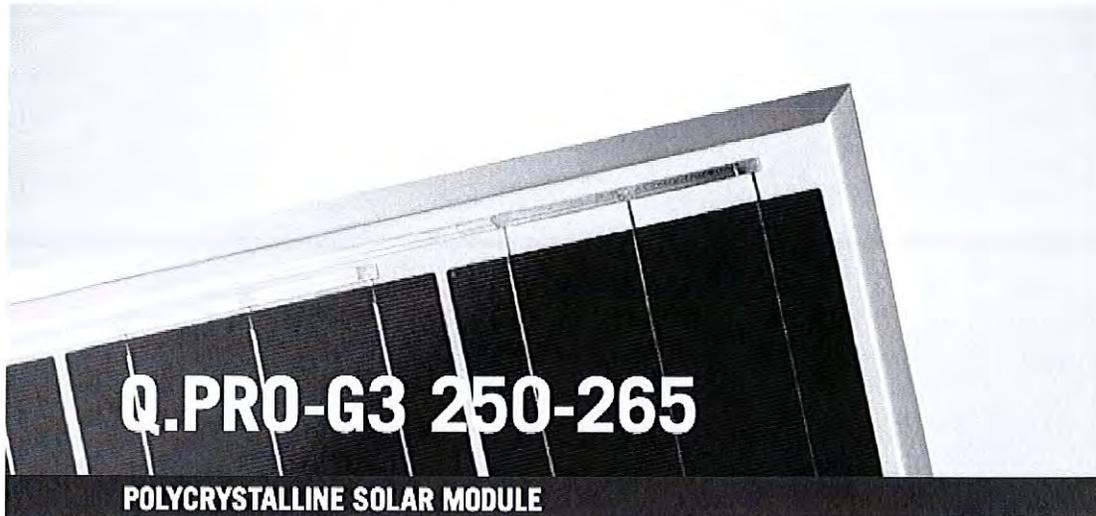
Urban Solar – Proof of Workers Comp Insurance

Policy Information: Lion Insurance Company, Policy # WC71949, Policy Dates 1/1/15 - 1/1/16

*No ERM, policy has not been in force long enough to have Experience Mod.

CERTIFICATE OF LIABILITY INSURANCE						Date 3/31/2015	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage		NAIC #	
				Insurer A: Lion Insurance Company		11075	
				Insurer B:			
				Insurer C:			
				Insurer D:			
				Insurer E:			
Coverages							
The policies of insurance listed below have been issued to the insured names 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. Aggregate limits shown may have been reduced by paid claims.							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General 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 Personal Adv Injury General Aggregate Products - Comp/Op Agg	\$ \$ \$ \$ \$
		AUTOMOBILE LIABILITY <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)	\$ \$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate	\$ \$
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTHER	E.L. Each Accident \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Policy Limits \$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616				
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:						Client ID: 92-69-254	
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": VB Solar, Inc. dba Urban Solar Group Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.							
Project Name: ISSUE 03-31-15 (TLD)							
						Begin Date 3/2/2015	
CERTIFICATE HOLDER				CANCELLATION			
				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation of liability of any kind upon the insurer, its agents or representatives.			
							

VIII. Proposed Equipment Warranty and Data Sheets



The new Q.PRO-G3 is the reliable evergreen for all applications. The third module generation from Q CELLS has been optimised across the board: improved output yield, higher operating reliability and durability, quicker installation and more intelligent design.

INNOVATIVE ALL-WEATHER TECHNOLOGY

- Maximum yields with excellent low-light and temperature behaviour.

ENDURING HIGH PERFORMANCE

- Long-term Yield Security due to Anti PID Technology¹, Hot-Spot Protect, and Traceable Quality Tra.Q™.
- Long-term stability due to VDE Quality Tested – the strictest test program.

SAFE ELECTRONICS

- Protection against short circuits and thermally induced power losses due to breathable junction box and welded cables.
- Increased flexibility due to MC4-intermateable connectors.

PROFIT-INCREASING GLASS TECHNOLOGY

- Reduction of light reflection by 50%, plus long-term corrosion resistance due to high-quality »Sol-Gel roller coating« processing.

LIGHTWEIGHT QUALITY FRAME

- Stability at wind loads of up to 5400Pa with a module weight of just 19kg due to slim frame design with high-tech alloy.

MAXIMUM COST REDUCTIONS

- Up to 31% lower logistics costs due to higher module capacity per box.

EXTENDED WARRANTIES

- Investment security due to 12-year product warranty and 25-year linear performance warranty².



THE IDEAL SOLUTION FOR:



Rooftop arrays on commercial / industrial buildings



Ground-mounted solar power plants



Rooftop arrays on residential buildings

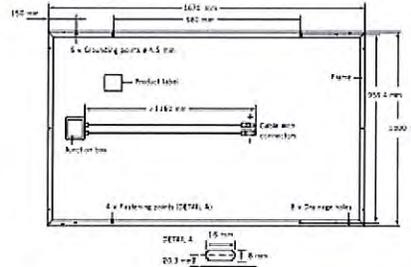
¹ APT test conditions: Cells at -1000V against grounded, with conductive metal foil covered module surface, 25°C, 168h

² See data sheet on »tra« for further information.

Engineered in Germany

MECHANICAL SPECIFICATION

Format	1670mm x 1000mm x 35mm (including frame)
Weight	19kg
Front Cover	3.2mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminium
Cell	6 x 10 polycrystalline solar cells
Junction box	110mm x 115mm x 23mm Protection class IP67, with bypass diodes
Cable	4mm ² Solar cable; (+) ≥ 1160mm, (-) ≥ 1160mm
Connector	SOLARLOK PV4, IP68



ELECTRICAL CHARACTERISTICS

PERFORMANCE AT STANDARD TEST CONDITIONS (STC: 1000 W/m², 25 °C, AM 1.5G SPECTRUM)¹

NOMINAL POWER (+5W/-0W)	(W)	250	255	260	265
Average Power	P_{MPP} (W)	252.5	257.5	262.5	267.5
Short Circuit Current	I_{SC} (A)	8.71	8.90	9.09	9.28
Open Circuit Voltage	V_{OC} (V)	37.49	37.83	38.18	38.52
Current at P_{MPP}	I_{MPP} (A)	8.21	8.37	8.53	8.69
Voltage at P_{MPP}	V_{MPP} (V)	30.76	30.77	30.78	30.79
Efficiency (Nominal Power)	η (%)	≥ 15.0	≥ 15.3	≥ 15.6	≥ 15.9

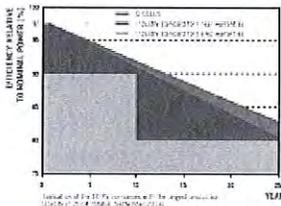
PERFORMANCE AT NORMAL OPERATING CELL TEMPERATURE (NOCT: 800 W/m², 45 ± 3 °C, AM 1.5G SPECTRUM)²

NOMINAL POWER (+5W/-0W)	(W)	250	255	260	265
Average Power	P_{MPP} (W)	186.0	189.7	193.4	197.1
Short Circuit Current	I_{SC} (A)	7.03	7.18	7.33	7.48
Open Circuit Voltage	V_{OC} (V)	34.90	35.22	35.54	35.86
Current at P_{MPP}	I_{MPP} (A)	5.44	5.56	5.68	5.80
Voltage at P_{MPP}	V_{MPP} (V)	28.89	28.92	28.94	28.97

¹ Measurement tolerances STC: ± 3% (I_{SC}), ± 10% (V_{OC} , I_{MPP} , V_{MPP})

² Measurement tolerances NOCT: ± 5% (I_{SC}), ± 10% (V_{OC} , I_{MPP} , V_{MPP})

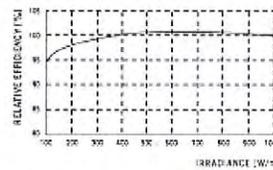
Q CELLS PERFORMANCE WARRANTY



At least 97% of nominal power during first year. Thereafter max. 0.6% degradation per year.
At least 92% of nominal power after 10 years.
At least 83% of nominal power after 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



The typical change in module efficiency at an irradiance of 200 W/m² in relation to 1000 W/m² (both at 25°C and AM 1.5G spectrum) is -2% (relative).

TEMPERATURE COEFFICIENTS (AT 1000 W/M², 25 °C, AM 1.5G SPECTRUM)

Temperature Coefficient of I_{SC}	α (%/K)	+0.04	Temperature Coefficient of V_{OC}	β (%/K)	-0.30
Temperature Coefficient of P_{MPP}	γ (%/K)	-0.42			

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	(V)	1000	Safety Class	II
Maximum Reverse Current I_R	(A)	20	Fire Rating	C
Wind/Snow Load (in accordance with IEC 61215)	(Pa)	5400	Permitted module temperature on continuous duty	-40°C up to +85°C

QUALIFICATIONS AND CERTIFICATES

VDE Quality Tested, IEC 61215 (Ed. 2); IEC 61730 (Ed. 1), Application class A
This data sheet complies with DIN EN 50380.



PARTNER

NOTE: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH
Sonnallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99 23444 | FAX +49 (0)3494 66 99 23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

SPECIFICATIONS SUBJECT TO TECHNICAL CHANGES © HANWHA Q CELLS GmbH | 099 03 2014 31 | Rev.07 | EN



MANUFACTURER'S LIMITED PRODUCT WARRANTY

WARRANTY

Unirac, Inc., ("Unirac") warrants to the buyer ("Buyer") at the original installation site ("Site") that any of the SolarMount components designed and manufactured by Unirac and installed at the Site ("Product") shall be free from defects in material and workmanship which substantially impair their ability to perform their intended function, as referenced in the Unirac Product Information, for a period of ten (10) years – except that any factory-applied anodized finish is warranted to be free from substantial manufacturing-related visible peeling or cracking or chalking under normal atmospheric conditions for a period of five (5) years ("Finish Warranty") – from the earlier of 1) the date the installation of the Product at the Site is substantially complete, or 2) 120 days after the purchase of the Product by the original Buyer of the Product ("Warranty Period").

WARRANTY TRANSFERENCE

Buyer may transfer this Warranty to subsequent Site owners, or if original Buyer is a contractor, to the Site owner, so long as the transferee agrees to the terms of this Limited Warranty as if it were the Buyer. Proof of purchase is required for any warranty claim.

FINISH WARRANTY LIMITATIONS

The Finish Warranty does not apply to any issues caused by foreign residue deposited on the finish, or an installation in atmospheric conditions more corrosive than normal conditions. The Finish Warranty is VOID if the practices specified by AAMA 609 & 610-02 – "Cleaning and Maintenance for Architecturally Finished Aluminum" (www.aamanet.org) are not followed.

WARRANTY LIMITATIONS

This Limited Warranty covers only the Product, and not PV modules, electrical components and or wiring used in conjunction with the Product or any other materials not provided by Unirac. Goods which may be sold by Unirac, but which are not designed or manufactured by Unirac are not warranted by Unirac, are sold only with the warranties, if any, of the original manufacturers thereof. This Limited Warranty does not cover damage to the Product that occurs during its shipment, storage, installation or use, or from force majeure acts including fire, flood, earthquake, storm, hurricane or other natural disaster, war, terrorist activities, acts of foreign enemies and criminal acts. This Limited Warranty does not cover damages or problems caused by the connection to or use of alternative materials not purchased from Unirac Price List. This Limited Warranty shall be void if A) installation of the Product is not performed in accordance with the Unirac Product Information, B) if the Product has been modified, repaired, or reworked in a manner not previously authorized by Unirac in writing, or C) the Product is installed in an environment for which it was not designed, each as determined by Unirac in its sole discretion.

WARRANTY CLAIMS

If, within the Warranty Period, the Product shall be proven at Unirac's sole discretion to be nonconforming, then Unirac shall repair or provide a replacement for the nonconforming Product, or any nonconforming part thereof, at Unirac's option. Any such repair or replacement does not cause the beginning of new warranty terms, nor shall the Warranty Period of this Limited Warranty be extended. Unirac's aggregate liability for all warranty claims shall not exceed the original Purchase Price of the nonconforming Product. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the nonconforming product. Such repair or replacement shall be Buyer's sole remedy and shall fulfill all of Unirac's obligations with respect to the Product and all warranty claims.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, UNIRAC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

UNIRAC SHALL NOT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF ANY DEFECT OR NONCONFORMITY IN THE PRODUCT COVERED BY THIS WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF UNIRAC. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

EFFECTIVE DATE: FEBRUARY 28, 2014

M215 WARRANTY



Enphase Energy M215 Microinverter 25-Year Limited Warranty - North America

Enphase Energy Inc. ("Enphase") has developed a highly reliable microinverter, designated as the M215 Series ("Microinverter"), that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Enphase Microinverter ("Defective Product") for a period of twenty-five (25) years from the date of original purchase of such Microinverter at point of sale to the system owner (the "Warranty Holder") at the originally-installed end user location (the "Warranty Period") in locations where we have approved our Microinverters for installation as listed on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Microinverter remains installed at the originally-installed end user location ("Original Location") and the Transferee submits to Enphase a "Change of PV Ownership Form" and applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of PV Ownership Form, and is subject to reasonable adjustment from time to time (as determined at Enphase's discretion). The Change of PV Ownership Form and payment instructions are available at <http://www.enphase.com/warranty>. Enphase reserves the right to provide separate warranties that shall govern with respect to Microinverters installed in specific regions as set forth on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, if Enphase establishes, through inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the Warranty holder in an amount up to its actual value at the time the Warranty Holder notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in North America where we have approved our Microinverters for installation as listed on our website at <http://www.enphase.com/warranty>. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Enphase Microinverters are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Enphase Microinverter: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual

ENVOY WARRANTY



Enphase Energy Envoy™ Communications Gateway 2-Year Limited Warranty – North America

Enphase Energy, Inc. ("Enphase") has developed a reliable Envoy Communications Gateway ("Envoy") that is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the Enphase User Manual made available with the originally shipped system. The Enphase limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Envoy ("Defective Product") purchased on or after January 1, 2014 for a period of two (2) years from the date of original purchase (the "Warranty Period") in locations where we have approved our Envoy for installation as listed on our website at <http://www.enphase.com/warranty>.

During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the Envoy remains installed at the original end user location ("Original Location"). Enphase reserves the right to provide separate warranties that shall govern with respect to Envoys installed in specific regions as set forth on our website at <http://www.enphase.com/warranty>.

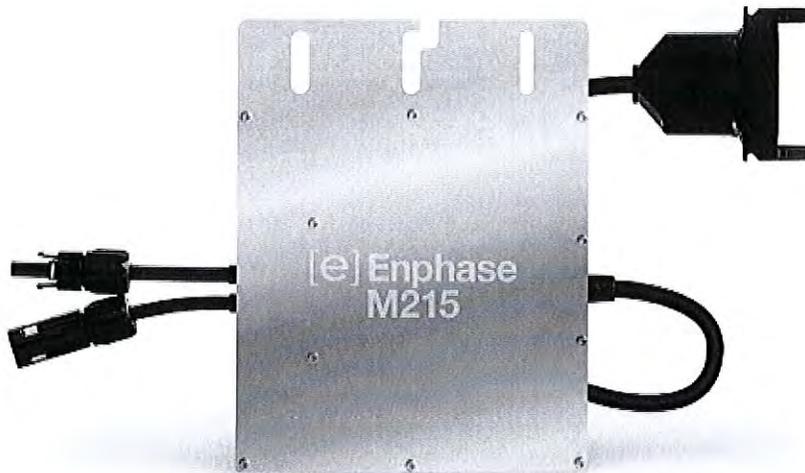
During the Warranty Period, if Enphase establishes, through remote inspection, the existence of a defect that is covered by the Limited Warranty, Enphase will, at its option, either (1) repair or replace the Defective Product free of charge, or (2) issue a credit or refund for the Defective Product to the owner of the system in an amount up to its actual value at the time the owner notifies Enphase of the defect, as determined by Enphase.

If Enphase elects to repair or replace the Defective Product, Enphase will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Enphase reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Enphase repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Enphase's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit to replace the Defective Product, but does not include labor costs related to (1) un-installing the Defective Product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from Enphase, via a non-expedited freight carrier selected by Enphase, to locations in North America where we have approved our microinverters for installation as listed on our website at <http://www.enphase.com/warranty>. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

Envoys are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any Envoy: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Enphase User Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Envoy specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial number) of such

Enphase® Microinverters

Enphase® M215



The Enphase® M215 Microinverter with integrated ground delivers increased energy harvest and reduces design and installation complexity with its all-AC approach. With the advanced M215, the DC circuit is isolated and insulated from ground, so **no Ground Electrode Conductor (GEC) is required for the microinverter**. This further simplifies installation, enhances safety, and saves on labor and materials costs.

The Enphase M215 integrates seamlessly with the Engage® Cable, the Envoy® Communications Gateway™, and Enlighten®, Enphase's monitoring and analysis software.

PRODUCTIVE

- Maximizes energy production
- Minimizes impact of shading, dust, and debris
- No single point of system failure

SIMPLE

- No GEC needed for microinverter
- No DC design or string calculation required
- Easy installation with Engage Cable

RELIABLE

- More than 1 million hours of testing and millions of units shipped
- Industry-leading warranty, up to 25 years

Enphase® M215 Microinverter // DATA

INPUT DATA (DC)		M215-60-2LL-S22-IG, M215-60-2LL-S25-IG	
Recommended input power (STC)	190 - 270 W		
Maximum input DC voltage	48 V		
Peak power tracking voltage	27 V - 39 V		
Operating range	16 V - 48 V		
Min/Max start voltage	22 V / 48 V		
Max DC short circuit current	15 A		
OUTPUT DATA (AC)		@208 VAC	@240 VAC
Peak output power	225 W	225 W	
Rated (continuous) output power	215 W	215 W	
Nominal output current	1.03 A (A rms at nominal duration)	0.9 A (A rms at nominal duration)	
Nominal voltage/range	208 V / 183-229 V	240 V / 211-264 V	
Nominal frequency/range	60.0 / 57-61 Hz	60.0 / 57-61 Hz	
Extended frequency range*	57-62.5 Hz	57-62.5 Hz	
Power factor	>0.95	>0.95	
Maximum units per 20 A branch circuit	25 (three phase)	17 (single phase)	
Maximum output fault current	850 mA rms for 6 cycles	850 mA rms for 6 cycles	
EFFICIENCY			
CEC weighted efficiency, 240 VAC	96.5%		
CEC weighted efficiency, 208 VAC	96.5%		
Peak inverter efficiency	96.5%		
Static MPPT efficiency (weighted, reference EN50530)	99.4 %		
Night time power consumption	65 mW max		
MECHANICAL DATA			
Ambient temperature range	-40°C to +65°C		
Dimensions (WxHxD)	171 mm x 173 mm x 30 mm (without mounting bracket)		
Weight	1.6 kg (3.4 lbs)		
Cooling	Natural convection - No fans		
Enclosure environmental rating	Outdoor - NEMA 6		
Connector type	M215-60-2LL-S22-IG: MC4 M215-60-2LL-S25-IG: Amphenol H4		
FEATURES			
Compatibility	Compatible with 60-cell PV modules.		
Communication	Power line		
Integrated ground	The DC circuit meets the requirements for ungrounded PV arrays in NEC 690.35. Equipment ground is provided in the Engage Cable. No additional GEC or ground is required. Ground fault protection (GFP) is integrated into the microinverter.		
Monitoring	Enlighten Manager and MyEnlighten monitoring options		
Compliance	UL1741/IEEE1547, FCC Part 15 Class B, CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01		

* Frequency ranges can be extended beyond nominal if required by the utility



CITY OF SOUTH MIAMI
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

Submittal Due Date: May 5, 2015 at 10 AM
Solicitation Cover Letter

The City of South Miami, Florida (hereinafter referred to as "CSM") through its chief executive officer (City Manager) hereby solicits sealed proposals responsive to the City's request (hereinafter referred to as "Request for Proposals" or "RFP"). All references in this Solicitation (also referred to as an "Invitation for Proposals" or "Invitation to Bid") to "City" shall be a reference to the City Manager, or the manager's designee, for the City of South Miami unless otherwise specifically defined.

The City is hereby requesting sealed proposals in response to this **RFP #CSM-2015-07** titled **Solar Panel Purchase and Installation Program for City Residents and Businesses**. The purpose of this RFP is to identify qualified Respondents who can provide the goods and services contemplated in accordance with the scope of services described in this RFP (hereinafter referred to as "the Project" or "Project")

Interested persons who wish to respond to this RFP can obtain the complete RFP package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFP Package, including all documents listed in the RFP.

The Proposal Package shall consist of one (1) original unbound proposal, three (3) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy all of which shall be delivered to the Office of the City Clerk located at South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: the title of this RFP, as follows **Solar Panel Purchase and Installation Program for City Residents and Businesses, RFP #CSM-2015-07** and the name of the Proposer (also referred to as "Respondent"). Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on May 5, 2015**. A public opening will take place at 10 A.M. on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after 10 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk's receipt stamp.

A Non-Mandatory Pre-Proposal Meeting will be conducted at City Hall in the Commission Chambers located at 6130 Sunset Drive, South Miami, FL 33143 on April 27, 2015 at 10:00 A.M. . The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this RFP Package.

Maria M. Menendez, CMC
City Clerk, City of South Miami

SCOPE OF SERVICES and SCHEDULE OF VALUES

**Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07**

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **Exhibit I**

END OF SECTION

SCHEDULE OF EVENTS

**Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07**

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	4/10/2015	4:00 PM
2	Non- Mandatory Pre-RFP Meeting	4/27/2015	10:00 AM
3	Deadline to Submit Questions	4/29/2015	10:00 AM
4	Deadline to City Responses to Questions	5/1/2015	10:00 AM
5	Deadline to Submit RFP Response	5/5/2015	10:00 AM
6	Project Announcement of selected Contractors/Cone of Silence ends	5/19/2015	7:00 PM

END OF SECTION

INSTRUCTIONS for RESPONDENT
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE "PROPOSAL" THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE RFP FORM.

1. **Designated Contact.** The awarded firm shall appoint a person to act as a primary contact with Participants. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
2. **Precedence of Conditions.** The proposing firm, by virtue of submitting a response, agrees that the Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless otherwise specified in the Contract or General Conditions to the Contract:
 - a) Addenda to RFP
 - b) Attachments/Exhibits to RFP
 - c) RFP
 - d) Proposal
3. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this RFP, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the RFP.
4. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **April 29, 2015 at 10 AM** to the attention of **Steven P. Kulick** at skulick@southmiamifl.gov or via **facsimile at (305) 663-6346**.
5. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFP Package (also known as "RFP Specifications" or "RFP") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
6. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
7. **Contingent Fees Prohibited.** The proposing firm, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award.
8. **Public Entity Crimes.** A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime shall disclose such fact and the failure to disclose such facts in the Respondent's proposal shall be considered a material breach of any agreement between the Respondent and any Participant.
9. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
 - a) The Invitation for Proposal and Instructions to Respondents.
 - b) A copy of all issued addenda.

- c) The completed Proposal Form fully executed.
 - d) Certificate of Insurance and/or Letter of Insurability.
10. Goods: If goods are to be provided pursuant to this RFP the following applies:
- a) Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this Solicitation, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in this Solicitation with appropriate identification, samples and/or specifications for such item(s). The Participant shall be the sole judge concerning the merits of items proposed as equals.
 - b) Pricing: Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the Participant reserves the right to make the final determination at the lowest net cost.
 - c) Mistake: In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
 - d) Samples: Samples of items, when required, must be furnished by the Respondent free of charge to the Participant. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The Participant shall not be responsible for the return of samples.
 - e) Respondent warrants by signature on the Proposal Form that prices quoted therein are in conformity with the latest Federal Price Guidelines, if applicable.
 - f) Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Respondent to notify the Participant at once, indicating in its letter the specific regulation which required an alteration. The Participant reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.
 - g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation shall be cause for rejection, as determined by the Participant.
 - h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
11. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this RFP and as required by law. The Respondent shall be liable for any damages or loss to the Participant occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the Participant as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.
12. Respondent shall comply with the City's insurance requirements as set forth in the attached **EXHIBIT 2** or, if applicable, the General Conditions to the Contract prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's insurance requirements as set forth herein shall authorize the Participant to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further Participant action. The Respondent, by submitting a Proposal, thereby agrees to hold the Participant harmless and agrees to indemnify the Participant and covenants not to sue the Participant by virtue of such rescission.
13. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not

been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify Participant from any and all liability, loss or expense occasioned by any such violation or infringement.

14. Execution of Contract: The Respondent to this RFP acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this RFP package and agrees that Respondent's signature on the response to this RFP grants to the Participant the authority, on the Respondent's behalf, to insert, into any blank spaces in the contract documents, information obtained from the proposal and the Respondent's signature shall also be treated, for all purposes, including the enforcement of all of the terms and conditions of the contract, as the Respondent's signature on the contract, after the appropriate information has been inserted.
15. Evaluation of Proposals: The Participant, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Participant and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
16. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the Participant.
17. Public Entity Crimes: A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFP on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.
18. Contingent Fees Prohibited: The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the Participant, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Participant.
19. Hold Harmless: All Respondents shall hold the Participant, its officials and employees harmless and covenant not to sue the Participant, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the Participant that arise out of this RFP process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation.
20. Cancellation: Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the Participant, shall be just cause for cancellation of the Award or termination of the contract.
21. Bonding Requirements: The Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
22. Performance and Payment Bond: The Participant may require the successful Respondent to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Proposal Price, including Alternates if any, naming the Participant, as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
 - 22.1. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Participant the completion and performance of the Work covered in the Contract Documents.
 - 22.2. Each Performance Bond shall continue in effect for five year after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.
 - 22.3. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or subcontractor employed pursuant to this Project.

- 22.4. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.
- 22.5. Respondent shall ensure that the Bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide PARTICIPANT with evidence of such recording.
- 22.6. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
23. Pre-proposal Conference Site Visits: If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations, or failure to complete any part of the RFP Package, will be accepted as basis for varying the requirements of the Contract with the Participant or the compensation of the Respondent.
24. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the person participating in the Solar Panel Program, other than for extensions of time to complete the Work.
25. Submittal Requirements: All Proposals shall comply with the requirements set forth herein.
26. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.

END OF SECTION

Proposal Submittal Checklist Form
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this RFP. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":	Check Completed.
<u> X </u> Indemnification and Insurance Documents, <i>Exhibit 2</i>	<u> X </u>
<u> X </u> Bid Form, <i>Exhibit 3</i>	<u> X </u>
<u> X </u> Respondents Qualification Statement	<u> X </u>
<u> X </u> List of Proposed Subcontractors and Principal Suppliers	<u> X </u>
<u> X </u> Non-Collusion Affidavit	<u> X </u>
<u> X </u> Public Entity Crimes and Conflicts of Interest	<u> X </u>
<u> X </u> Drug Free Workplace	<u> X </u>
<u> X </u> Acknowledgement of Conformance with OSHA Standards	<u> X </u>
<u> X </u> Affidavit Concerning Federal & State Vendor Listings	<u> X </u>
<u> X </u> Related Party Transaction Verification Form	<u> X </u>
<u> X </u> Presentation Team Declaration/Affidavit of Representation	<u> X </u>

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

The response to this questionnaire shall be utilized as part of the PARTICIPANT'S overall Proposal Evaluation and RESPONDENT selection.

I. Number of similar construction projects completed,

- | | | |
|----|----------------------------------|-----------|
| a) | In the past 5 years | <u>64</u> |
| | In the past 5 years On Schedule | <u>64</u> |
| b) | In the past 10 years | <u>64</u> |
| | In the past 10 years On Schedule | <u>64</u> |

II. List the last three (3) completed similar projects.

- | | | |
|----|---|--|
| a) | Project Name: | <u>Kay Mason - 4.68 kW Enphase</u> |
| | Owner Name: | <u>Kay Mason</u> |
| | Owner Address: | <u>6510 Marbella Dr, Naples, FL 34105</u> |
| | Owner Telephone: | <u>239-403-3682</u> |
| | Original Contract Completion Time (Days): | <u>45</u> |
| | Original Contract Completion Date: | <u>April 14, 2015</u> |
| | Actual Final Contract Completion Date: | <u>March 18, 2015</u> |
| | Original Contract Price: | <u>\$21,060</u> |
| | Actual Final Contract Price: | <u>\$21,060</u> |
| b) | Project Name: | <u>Jeff Cohen - 10.24 kW - SMA</u> |
| | Owner Name: | <u>Jeff Cohen</u> |
| | Owner Address: | <u>4619 Brady Blvd, Delray Beach, FL 33445</u> |

Owner Telephone: 561-843-0399

Original Contract Completion Time (Days): 45

Original Contract Completion Date: April 21, 2015

Actual Final Contract Completion Date: April 9, 2015

Original Contract Price: \$35,661

Actual Final Contract Price: \$35,661

c) Project Name: Jan Doleman - 20.24 kW

Owner Name: Jan Doleman

Owner Address: 2517 Middle River Dr, Fort Lauderdale, FL 33305

Owner Telephone: 305-797-4094

Original Contract Completion Time (Days): 45

Original Contract Completion Date: Feb 15, 2015

Actual Final Contract Completion Date: Feb 5, 2015

Original Contract Price: \$63,452

Actual Final Contract Price: \$63,452

III. Current workload

Project Name	Owner Name	Telephone Number	Contract Price
Macintyre - 20kW Car Port	Sheffield MacIntyre	305-613-1422	\$80,678
WC Huff - 115kw	Jim Henderson	NA	\$357,350
Paul Snell - 3kW	Paul Snell	954-448-2569	\$14,500
Russell Carey - 10.14kW	Russell Carey	NA	\$39,450
Jordon London - 5.46kW	Jordan London	954-961-8286	\$21,418
James Currie - 5.46kW	James Currie	NA	\$19,450
Ed Lawton - 6.7kW	Ed Lawton	954-553-8549	\$26,770
Pablo Pulido - 20.02kW	Pablo Pulido	NA	\$70,000

IV. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

V. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

VI. Government References:

List other Government Agencies or Quasi-government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person:
Type of Project:

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS

Solar Panel Purchase and Installation Program for City Residents and Businesses RFP #CSM-2015-07

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Landscape	NA		
Sodding and Turf Work	NA		
Electrical	Gexpro Supply	1000 NW 33rd St Pompano, FL 33064	954-977-2600
Irrigation	NA		
Paving	NA		
Park Amenities	NA		
Graphics	NA		
Utilities	NA		
Excavation	NA		
Building	NA		
Structures RACKING	Unirac	Albuquerque, NM	info@unirac.com
Plumbing	NA		
Painting	NA		
Testing Laboratory	NA		
Soil Fumigator	NA		
Signs	NA		
Other:	NA		
Module Supply	Q-Cells	Irvine, CA 92618	jeff.taylor@us.q-cells.com

This list shall be provided to the City on behalf of the Participant within five (5) business days after Bid Opening.

END OF SECTION

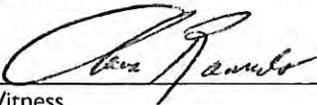
NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

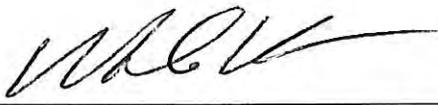
Michael Vergona being first duly sworn, deposes and states that:

- (1) He/She/They is/are the owner/President
(Owner, Partner, Officer, Representative or Agent) of
Urban Solar Group, Inc. the Respondent that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:


Witness

Witness

By: 
Signature
Michael Vergona, President
Print Name and Title
5/4/15
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF ~~MIAMI-DADE~~ PALEMBACH)

On this the 4th day of MAY, 20 15, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Michael Vergona & Antonio Ramudo 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.

Uriel Bloukos
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:



Uriel BLOUKOS
(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.

PUBLIC ENTITY CRIMES

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

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 City of South Miami
[print name of the public entity]
by Michael Vergona, President
[print individual's name and title]
for Urban Solar Group
[print name of entity submitting sworn statement]
whose business address is 3395 N Dixie Hwy, suite 5
Boca Raton, FL 33431
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-3561145 (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, proposal 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, non-jury 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 proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Neither the entity submitting this sworn statement, nor any 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 PARTICIPANT IN THE SOLAR SOLAR PANEL PURCHASE AND INSTALLATION PROGRAM FOR CITY RESIDENTS AND BUSINESSES RFP #CSM-2015-07 WILL BE RELYING ON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS FORM AND THAT THE INFORMATION IN 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 PARTICIPANT PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]

Sworn to and subscribed before me this 4th day of May, 2015.

Personally known

OR Produced identification

[Signature] Uriel Bloukos

Notary Public - State of Florida

My commission expires 6/19/16
(Printed, typed or stamped commissioned name of notary public)

(Type of identification)
Form PUR 7068 (Rev.06/11/92)



DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee 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) business 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO WHOM IT MAY CONCERN

We, Urban Solar Group, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **Solar Panel Purchase and Installation for City Residents and Businesses** project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **Participant** against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

N/A

to comply with such act or regulation.

CONTRACTOR
Urban Solar Group


Witness

BY:  Michael Vergara
Name

President
Title

**AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, Michael Vergona (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

- (1) I represent the Respondent whose name is Urban Solar Group.
- (2) I have the following relationship with the Respondent President (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company)).
- (3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- (4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

- Check if Applicable
- Convicted Vendor List
 - Suspended Vendor List
 - Discriminatory Vendor List
 - Federal Excluded Parties List
 - Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

Michael Vergona
(Print name of Declarant)
By: [Signature]
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF ~~MIAMI-DADE~~) Palm Beach

On this the 4th day of MAY, 2015, before me, the undersigned authority, personally appeared Michael Vergona who is personally know to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

**NOTARY PUBLIC:
SEAL**

[Signature]
Notary Public, State of Florida
Uriel Bloukos
(Name of Notary Public: Print, Stamp or type as commissioned.)



RELATED PARTY TRANSACTION VERIFICATION FORM

I Michael Vergona, individually and on behalf of Urban Solar Group ("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

N/A
_(use (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their use a separate names: N/A

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows: N/A

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as

follows: N/A (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: N/A (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: N/A (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: 

Print Name & Title: Michael Vergona, President

Date: 5/4/15

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) 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.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFQ, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) 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 the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (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 and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) 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 city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city 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 city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) *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.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. 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 paragraph(3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) 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 paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) Compulsory disclosure by employees of firms doing business with the city.

Should any person included in the terms defined in paragraphs (b)(1) through (6) 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 city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) Exploitation of official position prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) Prohibition on use of confidential information.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one 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 city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) Conflicting employment prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) Prohibition on outside employment.

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional

or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

NOTICE TO PROCEED
Solar Panel Purchase and Installation
Program for City Residents and Businesses
RFP #CSM-2015-07

TO:

DATE:

PROJECT DESCRIPTION: Solar Panel Purchase and Installation Program for City Residents and Businesses.

You are hereby notified that the solicitation period for the solar panel program has commence in accordance with the RFP

City of South Miami

BY: _____

(Print Name)

City Manager or designee

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

on this _____ day of _____, 20____.

BY: _____

TITLE: _____

END OF SECTION



Jorge Gonzalez

Vice Mayor

1666 Kennedy Causeway, Ste 300

North Bay Village, FL 33141

Ph: (305) 756-7171

Cel: (786) 423-7626

Email: jgonzalez@nbvillage.com

Web: www.nbvillage.com



**Do your part in keeping our planet “Green”, minimize paper usage.
Thank you! - North Bay Village.**

North Bay Village is a public entity subject to Chapter 119 of the Florida Statutes concerning public record; messages are covered under such laws and thus subject to disclosure.

From: Joseph Spector [<mailto:joseph.spector@ygrene.us>]

Sent: Tuesday, June 23, 2015 12:07 PM

To: Joseph Spector

Subject: Fwd: South Miami residential solar RFP

I am forwarding this at the request of the Mayor of South Miami to all member municipalities of PACE Districts....

Members of the Green Corridor/Coastal Corridor,

This past month, running the air conditioner at our house and charging the electric car that I drive to work every day, my family's net electricity consumption this month cost just 36 cents over that provided by solar panels on our roof.

I want to see us get as much PV installed in our municipalities as we can before the 30% tax credit expires at the end of 2016. Toward that goal, South Miami recently advertised for a best price on residential PV installation. The winning bid was submitted by Goldin Solar <http://goldinsolar.com>, a local installer known for complex commercial installations, such as the new Museum of Science.

The resolution approving the RFP is attached below. The bid prices are better than I've seen in the Miami market. If you want to "piggyback" on the pricing, contact Daren Goldin dgoldin@goldinsolar.com (305) 469-9790 .

regards,

Philip

Dr. Philip K. Stoddard
Mayor of South Miami
6130 Sunset Drive
South Miami FL 33143-3209
pstoddard@southmiamifl.gov
305-342-0161 mobile
www.southmiamifl.gov

Please note: Under Florida public records law email with public officials is subject to disclosure to the public and media upon request.

--

Joe Spector
VP of Operations
Ygrene Energy Fund Florida, LLC

Office: [305-569-0015](tel:305-569-0015)
E: joseph.spector@ygrene.us

www.ygrene.us



<5 Solar RFP.pdf>



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: October 5, 2015

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk
Robert L. Switkes, Village Attorney

SUBJECT: Ordinance Amending the General Election Qualifying

RECOMMENDATION:

It is recommended that the Village Commission consider the attached Ordinance on second reading to change the qualifying dates for the November 8, 2016 General Election to 8:00 a.m. on August 2, 2016 to 5:00 p.m. on August 31, 2016.

BACKGROUND:

The Village Commission approved the Ordinance on first reading on September 8, 2015 by a vote of 4-0.

BUDGETARY IMPACT:

There will be no cost to amend the ordinance.

PERSONNEL IMPACT:

There is no personnel impact regarding amendment of the ordinance.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

CONTACT:

Yvonne P. Hamilton, Village Clerk
Robert L. Switkes, Village Attorney

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: August 31, 2015

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason 

PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk
Robert L. Switkes, Village Attorney

SUBJECT: Ordinance Amending the General Election Qualifying

RECOMMENDATION:

It is recommended that the Village Commission consider the attached Ordinance on first reading to change the qualifying dates for the November 8, 2016 General Election to 8:00 a.m. on August 2, 2016 to 5:00 p.m. on August 31, 2016.

BACKGROUND:

It is customary for North Bay Village to change its General Election qualifying date to accommodate Miami-Dade County Elections Department in meeting the statutory deadline for the mailing of overseas absentee ballots 45 days prior to the election.

Pursuant to Section 5.05 of the Village Charter, which requires qualifying to commence no sooner than 75 days prior to the election date and no later than 45 days prior to the election date, qualifying should begin on August 19, 2016 and end on September 18, 2016. Section 100.3605(2) authorizes municipalities to change their qualifying dates by the adoption of an Ordinance.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

By the attached letter dated April 28, 2016, the Miami-Dade Elections Department has requested that the Election Qualifying Dates for the November 8, 2016 General Election ends no later than September 2, 2016. Staff recommends that the qualifying period commences at regular business hours at 8:00 a.m. on August 2, 2016 and ends on August 31, 2016 at 5:00 p.m.

There will be no supplemental qualifying period, since the Miami-Dade County Elections Department will not accept qualifying documents after the deadline of September 2, 2016.

BUDGETARY IMPACT:

There will be no cost to amend the ordinance.

PERSONNEL IMPACT:

There is no personnel impact regarding amendment of the ordinance.

CONTACT:

Yvonne P. Hamilton, Village Clerk
Robert L. 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: September 1, 2015

TO: Frank K. Rollason
Village Manager

FROM: Yvonne P. Hamilton
Village Clerk

Robert L. Switkes
Village Attorney

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE.

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

YH:RLS

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, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON/ROBERT L. SWITKES, VILLAGE ATTORNEY)

WHEREAS, Section 5.05(A) of the Village Charter provides that candidates for the office of Mayor or Commissioner shall qualify with the Village Clerk no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the date of the General Election; and

WHEREAS, the qualifying dates for the November 8, 2016 General Election will be August 19, 2016 through September 18, 2016; and

WHEREAS, Florida Statutes 101.62(4)(a), provides that absentee ballots must be mailed to overseas voters forty-five (45) days prior to the General Election; and

WHEREAS, the Miami-Dade Elections Department has imposed a September 2, 2015 deadline for submittal of all qualifying documents for the November 8, 2016 General Election to allow sufficient time to prepare, print, and mail absentee and write-in ballots to overseas voters by the statutory deadlines; and

WHEREAS, Chapter 100, Section 100.3605(2) of the Florida Statutes authorizes municipalities to change their qualifying dates by the adoption of an Ordinance; and

WHEREAS, revising the Village's election qualifying dates is necessary to meet the deadlines for ballot preparation imposed by the Elections Department and will benefit the Village in providing a more efficient election.

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

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Ordinance.

Section 2. Qualifying Dates Set. The qualifying dates for the November 8, 2016 General Municipal Election shall be from 8:00 a.m. on August 2, 2016 to 5:00 p.m. on August 31, 2016.

Section 3. Supplemental Qualifying Period. The Commission hereby accepts that there shall be one qualifying period, and there shall be no supplemental qualifying period.

Section 4. Unopposed Candidates Elected. If only one candidate for an elected office remains on the ballot after the close of qualifying, said candidate shall be declared elected and no election for that office shall be required.

Section 5. 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 6. 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 7. Direction to Village Clerk. The Village Clerk is hereby directed to submit a copy of this Ordinance to the Miami-Dade County Elections Department immediately after adoption and to transmit all appropriate qualification documentation received within the qualification period herein established to the Miami-Dade County Elections Department by September 2, 2015.

Section 8. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

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

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Eddie Lim	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 8th day of September 2015.

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

FINAL VOTE ON ADOPTION:

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

PASSED AND ENACTED by the Commission of North Bay Village this 8th day of September 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, Village Clerk

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

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

North Bay Village Ordinance-Change of Qualifying Dates for the November 8, 2016 General Election.



**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, OCTOBER 13, 2015** 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 REQUESTS:

1. AN APPLICATION BY MANUEL ROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
2. AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON AND VILLAGE ATTORNEY ROBERT L. SWITKES) - (SECOND READING)*

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

(September 23, 2015)



Staff Report

Permit Application for Boat Lift

Prepared for: North Bay Village Commission

Applicant: Paola A. Toro

Request: Permit for Installation of Boat Lift



Serving Florida Local Governments Since 1988

General Information

Property Owner	Paola A. Toro
Applicant	Paola A. Toro
Applicant Address	7411 Beach View Dr, N Bay Village, Fl
Site Address	7411 Beach View Dr, N Bay Village, Fl
Contact Person	Miami Beach Seawalls
Contact Phone Number	305-308-7962
E-mail Address	Not given

General Description

The applicant is requesting a permit to install a boat lift on an existing dock at 7411 Beach View Drive. The existing dock extends 24.5 feet from the seawall into the bay. The proposed plans depict the boat lift extending another 9 feet from the farthest edge of the dock. If built according to the plans, the boat lift structure will extend 33.5 feet into the bay.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

“(A) No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than twenty-five (25) feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the city. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than twenty-five (25) feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the City Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed seventy-five (75) feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.

- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the City Code, shall be approved by the City Manager, and shall be kept permanently in the records of the city. Repair or reconstruction may be made in accordance with the original plans.*
- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the city unless the structure is set back at least seven and one-half feet from the lot line on each side; and the structure shall not exceed five (5) feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the City Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the city, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the City Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the City Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the city shall require the approval of the City Commission after a public hearing. During the public hearing the City Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than twenty-five (25) feet, the City Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
 - (i) *If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) *If the Applicant has provided to the City notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) *If the City has received any letter(s) of objection from adjoining riparian property owners; and*
 - (iv) *Any other factors relevant to the specific site.*
- (H) *The City Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver,*

pursuant to paragraph (G), which it deems necessary to protect the waterways of the City in accordance with the public safety and the general welfare. The requirement of approval by the City Commission shall not include applications for repair of existing structures.

- (I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with."*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

"(B) No docks, piers, mooring posts, or combinations thereof, may project more than twenty-five (25) feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the City Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida."

Staff Comments

One 15,000 pound capacity elevator boat lift will be installed. The boat lift will not encroach on the 7.5 foot side setbacks from the property lines. However, since the boat lift will extend further than 25 feet into the bay, this project does require a waiver according to Sections 150.11(A) and 150.11(G).

The applicant has provided a letter from the Miami-Dade Department of Environmental Resources Management (DERM), which explains that the minimum water depth cannot be met without placing the lift at the end of the dock. Staff feels that this satisfies the requirements of North Bay Village Code Sections 150.11(A) and 150.11(G)(i).

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11. The proposed boatlifts are safe and compatible.

Recommendation

Staff recommends **approval** of the application to install the new boat lifts, pending the following:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost Recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or 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.

Submitted by:

James L. LaRue
James L. LaRue, AICP
Planning Consultant

September 30, 2015

Hearing: Village Commission, October 13, 2015

Attachments: DERM Letter
Plans Provided by Applicant



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

miamidade.gov

November 14, 2014

Gaviota of South Florida, LLC
c/o Paola Toro, Manager
7901 Hispanola Avenue, No. 1212
North Bay Village, Florida 33141

Re: Class I Permit Application CLI-2014-0389: Gaviota of South Florida, LLC – Seawall cap and boatlift located at 7411 Beachview Drive, North Bay Village, Miami-Dade County, Florida. (Folio No. 23-3209-008-0080)

Dear Mr. Toro,

Please accept this letter in response to your submittal of a Class I permit application for the above referenced property. DERM staff has conducted a biological assessment and has the following recommendations to continue processing your permit application.

DERM can authorize the installation of the seawall cap on-site; however, the minimum Code of Miami-Dade County (Code) water depth of 4.0 feet Mean Low Water is not obtained in the area of the proposed boatlift. In order to obtain the minimum required water depth, DERM recommends that the boatlift be installed on the waterward side of the existing T-shaped dock. Please submit sketches that depict DERM's recommendation and include the following corrections. Please note, DERM recommends that corrections to sketches be provided for review and approval before signed and sealed plans are submitted.

- Provide a site plan that accurately depicts current site conditions and all existing structures (e.g. seawall, T-piles, retaining wall, mooring piles) labeled "to remain" or "to be removed."
- Provide all dimensions for the proposed boatlift.
- Depict the T-piles and footer on the cross-sectional view on sheet S-4.
- Correct the dimension for the grade behind the new seawall cap on sheet S-4.
- Depict the height of the proposed cap on sheet S-4.

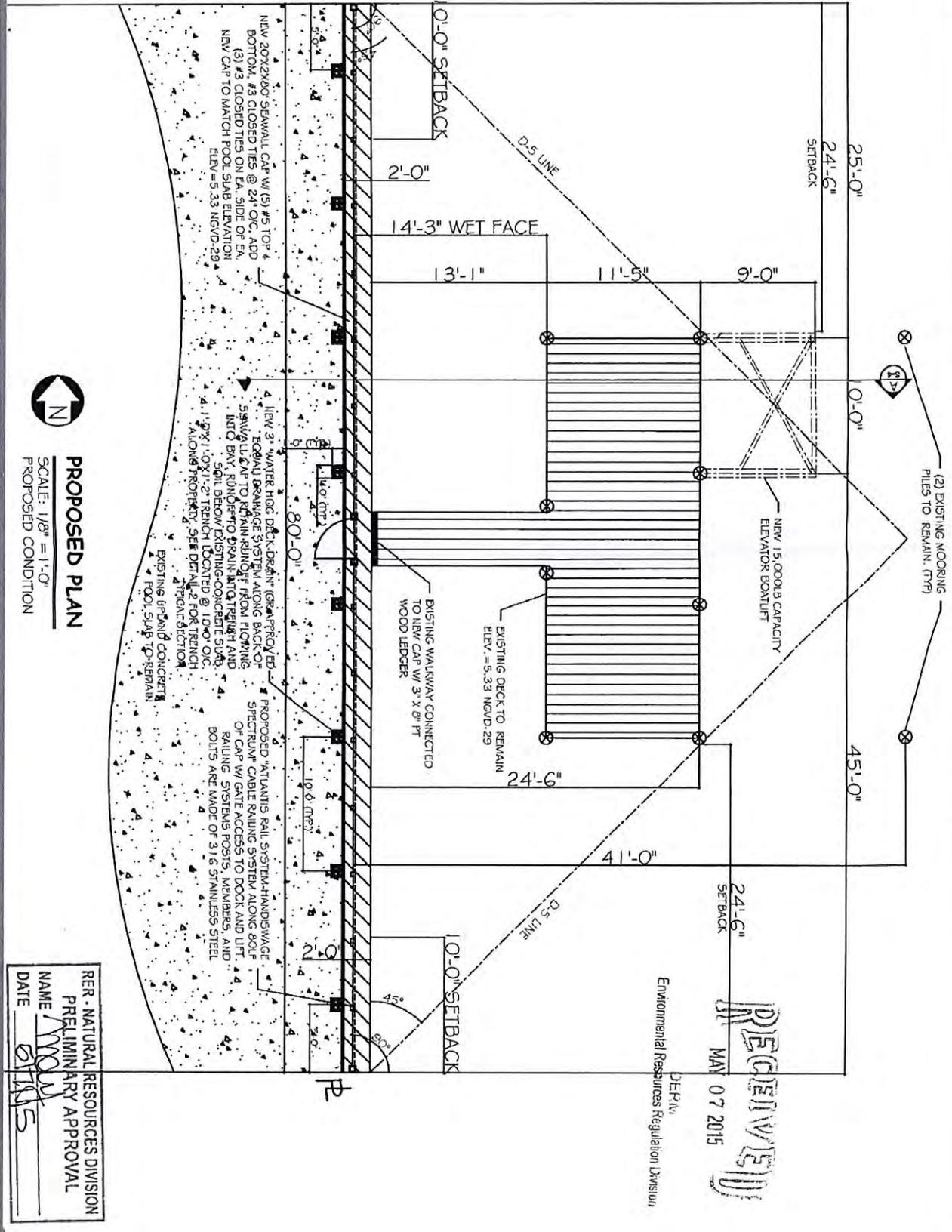
Attached please find a Completeness Summary detailing items required in order to complete your Class I Permit Application Package, and a State and Federal Delegated Review Checklist containing additional information and indicating additional items to be submitted prior to Class I permit issuance. If you have any questions concerning the above referenced application, please contact me at (305) 372-6846 or hoganj@miamidade.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Jessica Hogan'.

Jessica Hogan, Biologist 1
Coastal and Wetlands Resources Section
Division of Environmental Resources Management (DERM)

cc: Robert Kirby – U.S. Army Corps of Engineers (Robert.J.Kirby@usace.army.mil)
Benny Luedike – Florida Department of Environmental Protection (Benny.Luedike@dep.state.fl.us)
Miami Beach Seawalls, Inc. – Authorized Agent (seawallc@bellsouth.net)



PROPOSED PLAN
 SCALE: 1/8" = 1'-0"
 PROPOSED CONDITION

RECEIVED
 JAN 07 2015

DEPA
 Environmental Resources Regulation Division

PER - NATURAL RESOURCES DIVISION
 PRELIMINARY APPROVAL
 NAME: MOU
 DATE: 01/05





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

RECEIVED
 JUL 23 2015
 BY: JS

APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 7911 BEACH VIEW DRIVE NORTH BAY VILLAGE, FL 33141
 Owner Name PAOLA A TORO Owner Phone # 786-234-7761
GANIOTA OF SOUTH FLORIDA, LLC
 Owner Mailing Address 7911 BEACH VIEW DRIVE NORTH BAY VILLAGE, FL 33141
 Applicant Name PAOLA A TORO Applicant Phone # 786-234-7761
 Applicant Mailing Address SAME
 Contact Person MIAMI BEACH SEAVELLS Contact Phone # (305) 308-7962
 Contact Email Address _____

Legal Description of Property _____

Existing Zoning RS 1 Lot Size 9200 Folio Number 2322090080080

Legal Description _____

Action Requested from the Commission Approval for Boat lift

Reason for the Request Boat lift Just allation

Submittals

- | | |
|---|--|
| <input type="checkbox"/> Site plans which depict: | <input type="checkbox"/> Property survey |
| North point | <input type="checkbox"/> Elevations |
| Scale at 1/16 inch to the foot, or larger | <input type="checkbox"/> Application fees |
| Date of preparation | <input type="checkbox"/> Cost recovery deposit |
| Existing and proposed easements | |
| Existing and proposed utilities | |
| Property lines | |
| Location of streets, alleys and ROW | |
| Structures | |
| Mechanical equipment | |
| Parking and loading spaces | |
| Fences | |
| Signs | |
| Exterior Lighting | |
| Any other physical features | |

Mayor _____ Vice Mayor _____ Commissioner _____ Commissioner _____ Commissioner _____

APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

Public Hearings are conducted by the North Bay Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature [Handwritten Signature]

Print Name Paola A Toro

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami Dade



Sworn to and subscribed to before me this 23rd day of July, 2015,

by Paola A. Toro

who is personally known to me or who has produced drivers license as identification.

Notary Public Signature [Handwritten Signature]

Commission Number/Expiration Apr. 03, 2016

Mayor Vice Mayor Commissioner Commissioner Commissioner

APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 7/23/15

Tentative Meeting Date: ~~#~~9/1/15

Fee Paid: \$ 300 Filing Fee

Cash or Check # 1882

Date Paid: 7/23/15

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner



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, OCTOBER 13, 2015** 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 REQUEST:

- 2. AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

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
(September 30, 2015)



North Bay Village

Administrative Offices

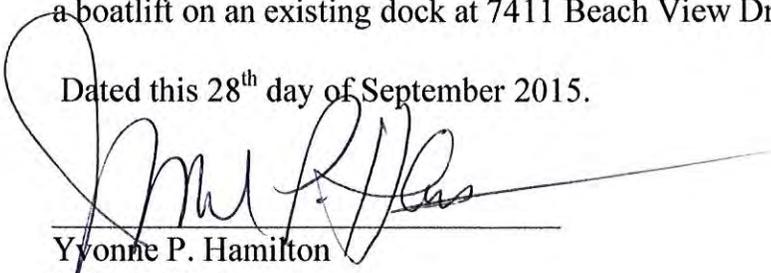
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE. AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk hereby certify, as per Section 152.096(A)(2) of the North Bay Village Code of Ordinances, that the petition filed by Paola A. Toro to install a boatlift on an existing dock at 7411 Beach View Drive is complete.

Dated this 28th day of September 2015.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting-October 13, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

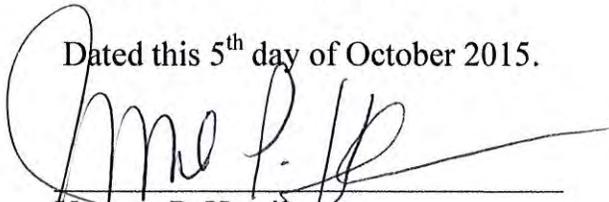
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on October 2, 2015.

Dated this 5th day of October 2015.



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-October 5, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

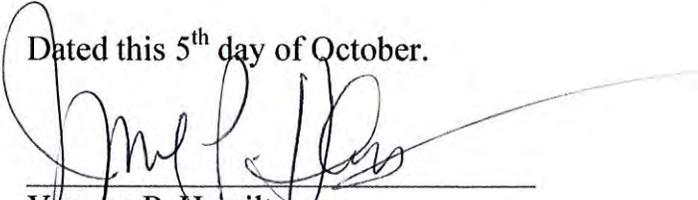
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE. AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on October 13, 2015 was posted at the above-referenced property on October 3, 2015.

Dated this 5th day of October.



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-October 13, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

Owner/Occupant
1365 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1359 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1357 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1365 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1353 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1356 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
7401 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7411 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7421 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7501 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7511 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7521 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7400 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7410 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7420 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7430 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7500 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7510 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7520 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7421 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7431 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7501 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7511 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7521 Coquina Drive
N. Bay Village, FL 33141

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE INSTALLATION OF A NEW BOATLIFT AT 7411 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. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Paola A. Toro, property owner, of 7411 Beach View Drive, in the RS-1, Low Density Single-Family Residential Zoning District made an application for a Building Permit to install a boatlift on an existing dock on the property; and

WHEREAS, Section 150.11(F) of the North Bay Village Code of Ordinances requires all applications for construction of docks to be approved by the Village Commission; and.

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, October 13, 2015 at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the dock is safe and environmentally compatible

Section 3. Grant.

In accordance with Section 150.11(A) of the North Bay Village Code of Ordinances, approval is granted to install a boatlift on an exist dock at7411 Beach View Drive in accordance with the Plan submitted to the Village Clerk's Office.

Section 4. 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, compliant 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.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 13th day of November 2015.

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: Installation of Boatlift at 7411 Beach View Drive



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: October 5, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE INSTALLATION OF A NEW BOATLIFT AT 7411 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.

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

FKR:yph



**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, OCTOBER 13, 2015** AT 7:30 PM., 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 REQUESTS:

1. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
2. AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON AND VILLAGE ATTORNEY ROBERT L. SWITKES) - (SECOND READING)*

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
(September 25, 2015)



Staff Report Permit Application for Boat Lift

Prepared for: North Bay Village Commission
Applicant: Manuel Orosa
Request: Permit for Installation of Boat Lifts

General Information

Property Owner	Manuel Orosa
Applicant	Manuel Orosa
Applicant Address	7731 Beach View Dr, N Bay Village, Fl
Site Address	7731 Beach View Dr, N Bay Village, Fl
Contact Person	Bibi Villazon
Contact Phone Number	305-244-0595
E-mail Address	bibi@tridentv.com

General Description

The applicant is requesting a permit to install a 5,500 pound dual jet ski lift and a 24,000 pound boat lift on an existing dock at 7731 Beach View Drive. The existing dock extends 29 feet from the seawall into the bay. The proposed plans depict a jet ski lift installed between the dock and the seawall and the boat lift installed on the bayside of the dock, extending another 15 feet from the farthest edge of the dock. If built according to the plans, the boat lift structure will extend 44 feet into the bay.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

“(A) No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than twenty-five (25) feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the city. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than twenty-five (25) feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the City Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed seventy-five (75) feet including all dolphins or pilings installed beyond the seaward

most line of the dock or pier but not including required rip-rap.

- (B) Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the City Code, shall be approved by the City Manager, and shall be kept permanently in the records of the city. Repair or reconstruction may be made in accordance with the original plans.*
- (C) No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the city unless the structure is set back at least seven and one-half feet from the lot line on each side; and the structure shall not exceed five (5) feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the City Commission.*
- (D) No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the city, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the City Manager.*
- (E) Application for any permit or the transfer of any permit required by this section shall be made to the City Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the city shall require the approval of the City Commission after a public hearing. During the public hearing the City Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than twenty-five (25) feet, the City Commission shall additionally consider the following criteria to determine if a waiver shall be granted:
 - (i) If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) If the Applicant has provided to the City notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) If the City has received any letter(s) of objection from adjoining riparian property owners; and*
 - (iv) Any other factors relevant to the specific site.**

- (H) *The City Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the City in accordance with the public safety and the general welfare. The requirement of approval by the City Commission shall not include applications for repair of existing structures.*
- (I) *A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) *Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with."*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

- "(B) No docks, piers, mooring posts, or combinations thereof, may project more than twenty-five (25) feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the City Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida."*

Staff Comments

Neither of the proposed lifts will encroach on the 7.5 foot side setbacks from the property lines. However, since the boat lift will extend further than 25 feet into the bay, this project does require a waiver according to Sections 150.11(A) and 150.11(G).

However, the applicant has not provided any documentation which satisfies the requirements of North Bay Village Code Sections 150.11(A) and 150.11(G)(i). Based on the materials presented by the applicant, the proposed structures are not in compliance with the applicable provisions of Sections 152.059 and 150.11.

Recommendation

Due to the fact that the proposed structure is exceeding the 25 foot distance limitation and the applicant has failed to provide any documentation from DERM which warrants the additional length, staff recommends **denial** of the application to install the new boat lifts.

Submitted by:

James L. LaRue
James L. LaRue, AICP
Planning Consultant

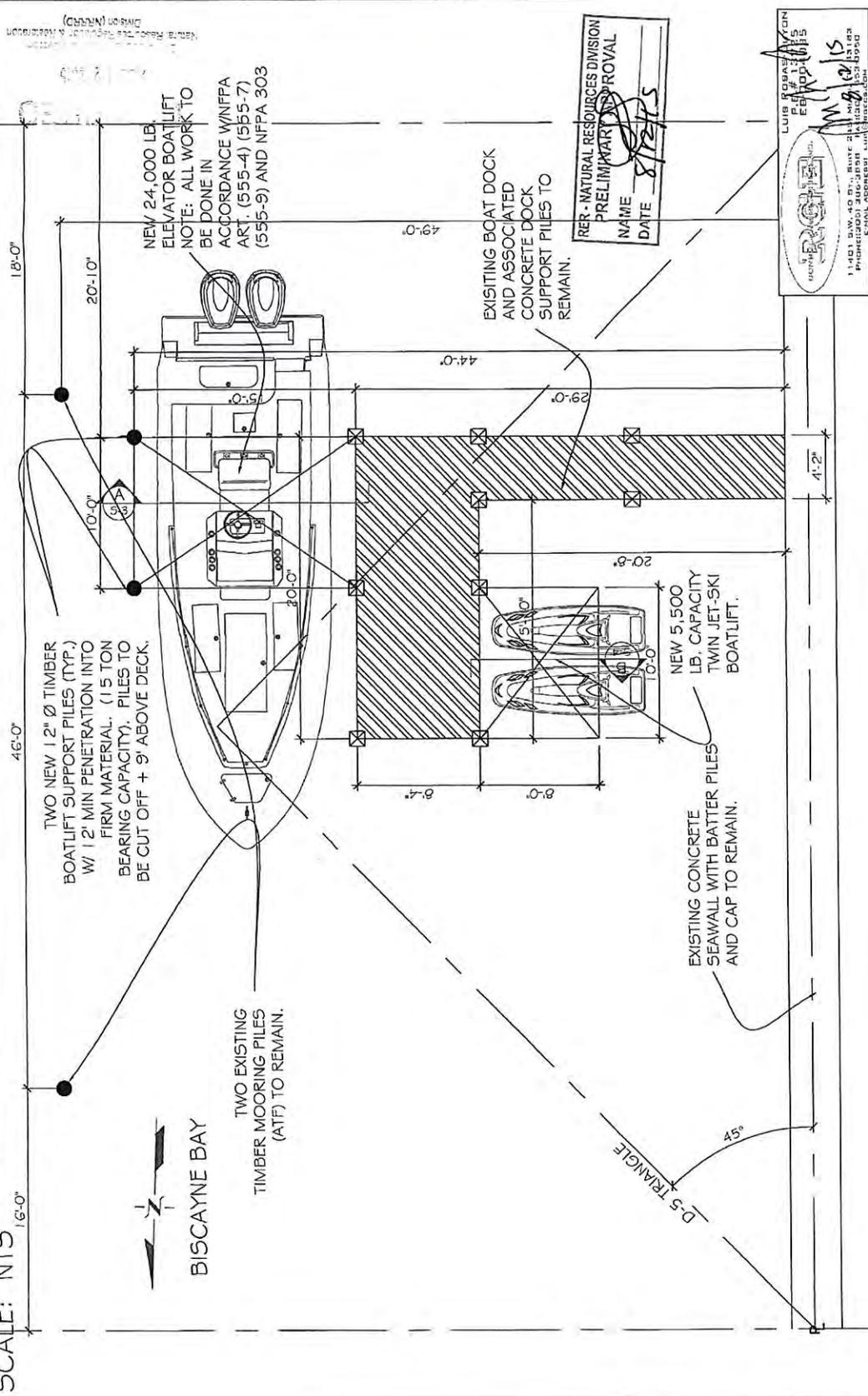
October 2, 2015

Hearing: Village Commission, October 13, 2015

Attachments: Plans Provided by Applicant

PROPOSED SITE PLAN:

SCALE: NTS



TWO NEW 1 1/2" Ø TIMBER
BOATLIFT SUPPORT PILES (TYP.)
W/ 1 1/2" MIN PENETRATION INTO
FIRM MATERIAL. (115 TON
BEARING CAPACITY). PILES TO
BE CUT OFF + 9" ABOVE DECK.

BISCAYNE BAY

TWO EXISTING
TIMBER MOORING PILES
(ATF) TO REMAIN.

NEW 24,000 LB.
ELEVATOR BOATLIFT
NOTE: ALL WORK TO
BE DONE IN
ACCORDANCE WITH
ART. (555-4) (555-7)
(555-9) AND NFPA 303

EXISTING BOAT DOCK
AND ASSOCIATED
CONCRETE DOCK
SUPPORT PILES TO
REMAIN.

EXISTING CONCRETE
SEAWALL WITH BATTER PILES
AND CAP TO REMAIN.

NEW 5,500
LB. CAPACITY
TWIN JET-SKI
BOATLIFT.

FLORIDA DEPARTMENT OF
NATURAL RESOURCES
PRELIMINARY APPROVAL
NAME: MANUEL OROSA
DATE: 8/21/15

LUIS ROBERTO VILLALBA
ES-100-115
10000 W. 11th Ave., Suite 100
Miami, FL 33186
PH: 305-555-1111
FAX: 305-555-1112
E-MAIL: ADDRESS@LUMBER.COM





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

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 7731 BEACH VIEW DRIVE

Owner Name MANUEL OROSA Owner Phone # 305-282-8520

Owner Mailing Address 7731 BEACH VIEW DRIVE, NORTH BAY VILLAGE, FL 33141

Applicant Name MANUEL OROSA Applicant Phone # 305-282-8520

Applicant Mailing Address 7731 BEACH VIEW DRIVE, NORTH BAY VILLAGE, FL 33141

Contact Person BIBI VILLAZON Contact Phone # 305-244-0595

Contact Email Address BIBI@TRIDENTENV.COM

Legal Description of Property NORTH BAY ISLAND PB 40-59 LOT 23

Existing Zoning _____ Lot Size 80X115 Folio Number 23-3209-008-0200

Legal Description NORTH BAY ISLAND PB 40-59 LOT 23

Project Description NEW 24K FOUR POSTED BOATLIFT AND

TWIN JET-SKI LIFT AT EXISTING BOAT DOCK.

Dock Length Measured Perpendicular from Seawall EXISTING DOCK 29'

Mandatory Submittals (Applicant must check that each item is included with this application)

Site plans which depict:

- North point
- Scale at 1/16 inch to the foot, or larger
- Date of preparation
- Dock structures
- Any mechanical equipment
- Any exterior lighting
- Any other physical features

- Property survey
- Elevations
- DERM approval
- Application fees
- Cost recovery deposit

1666 Kennedy Causeway, 3rd Floor
 ROOM: 00010540 8/31/2015 10:00 AM
 TRAM: FPN FILING FEE
 OPER: NP TERM: 2
 TRKV: NP
 7731 BEACH VIEW DRIVE 300.00
 FILING FEE 300.00
 305-369-3899 -300.00
 ID BY: 7731 BEACH VIEW DRIVE
 OK 300.00 REF: 0K3252
 300.00
 300.00
 300.00
 300.00

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

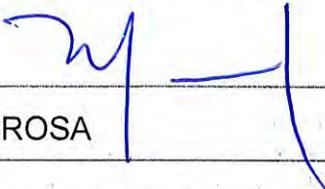
All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature 

Print Name MANUEL OROSA

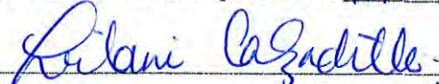
(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami Dade

Sworn to and subscribed to before me this 31 day of August, 2015,

by Manuel Orosa

who is personally known to me or who has produced FLA # 0620540570490 as identification.

Notary Public Signature 

Commission Number/Expiration 3/12/17



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

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 8/31/15

Tentative Meeting Date: 9/8/15

Fee Paid: \$ 300.00

Cash or Check # 3252

Date Paid: 8/31/15

[Faint, illegible text]

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



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, OCTOBER 13, 2015** 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 REQUEST:

- 1. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

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
(September 30, 2015)

Owner/Occupant
7623 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7701 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7711 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7721 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7731 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7801 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7811 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7821 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7620 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
700 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7710 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7720 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7730 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7800 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7810 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7730 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7800 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7810 Beach View Drive
N. Bay Village, FL 33141

Owner/Occupant
7631 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7711 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7721 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7731 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7801 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7811 Coquina Drive
N. Bay Village, FL 33141

Owner/Occupant
7821 Coquina Drive
N. Bay Village, FL 33141



North Bay Village

Administrative Offices

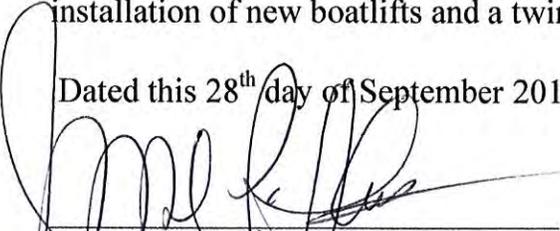
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk hereby certify, as per Section 152.096(A)(2) of the North Bay Village Code of Ordinances, that the petition filed by Manuel Orosa for the installation of new boatlifts and a twin jet ski lift on the property is complete.

Dated this 28th day of September 2015.


Yvonne P. Hamilton
Village Clerk

(Commission Meeting-October 13, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

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

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

RE. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on October 13, 2015 was posted at the above-referenced property on October 3, 2015.

Dated this 5th day of October.



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-October 13, 2015)



North Bay Village

Administrative Offices

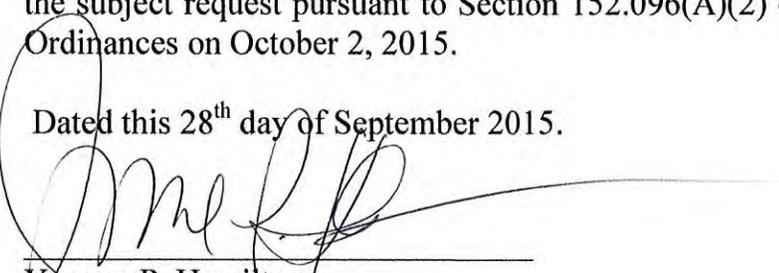
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RE. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on October 2, 2015.

Dated this 28th day of September 2015.



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-October 13, 2015)



**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, OCTOBER 13, 2015** 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 REQUESTS:

1. AN APPLICATION BY MANUEL OROSA FOR INSTALLATION OF NEW BOATLIFTS AND A TWIN JET SKI LIFT AT AN EXISTING BOAT DOCK AT 7731 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
2. AN APPLICATION BY PAOLA A. TORO FOR INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON AND VILLAGE ATTORNEY ROBERT L. SWITKES) - (SECOND READING)*

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.

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YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(September 25, 2015)



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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 13, 2015

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

RECOMMENDED BY STAFF: Frank K. Rollason, Village Manager 

PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk

SUBJECT: Appointment of Member to the Planning & Zoning Board

RECOMMENDATION:

It is recommended that the Village Commission fill the vacancy on the Planning & Zoning Board. Pursuant to Section 32.02 of the Village Code, nominees/applicants receiving the majority of the votes shall be appointed.

BACKGROUND:

At its meeting held on September 8, 2015, the Village Commission considered two applicants for appointment to the Planning & Zoning Board: Doris O'Hare and Michael Weil. A majority vote could not be reached, and a motion was made to defer the matter to the October 13, 2015 Commission Meeting. Doris O'Hare verbally removed her name from consideration at this meeting.

We now have two applicants who are interested in serving on the Planning & Zoning Board: Michael Weil (Harbor Island) and Dr. Joshua Furman (Treasure Island). The applications are attached for your review.

**MEMO TO VILLAGE COMMISSION
OCTOBER 13, 2015
PAGE 2 OF 2**

Section 32.02 of the Village Code requires that the Board consists of five (5) members. There are currently four (4) members on the Board: Bud Farrey and Douglas Hornsby of North Bay Island, Marvin Wilmoth of Harbor Island, and Bonifacio Lopez of Treasure Island. Since there are representatives from each island, an at-large member from any location in the Village can be appointed.

BUGETARY IMPACT:

Making an appointment to the Planning & Zoning Board will not impact the budget.

PERSONNEL IMPACT:

Village Staff attends the Planning & Zoning Board Meetings.



North Bay Village

Administrative Offices

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

BOARD/COMMITTEE APPLICATION

NAME Michael Weil TELEPHONE _____
305-790-2846

MAILING ADDRESS 7935 east drive #1203 north bay village, fl 33141

EMAIL ADDRESS: maweil@yahoo.com

VILLAGE RESIDENT: YES NO _____ HOW MANY YEARS 2

BUSINESS OWNER: YES _____ NO PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? n/a

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

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:

12 years working as an Auditor of Private and Public Companies for a large local CPA firm
3.5 years working as Vice President, Finance and Accounting for a local private Media company
1 year as Treasurer of Cielo on the Bay Condominium Association
1 year as a member of the City of Miami Beach Audit Committee

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)

As a property owner/resident and a board member of the Cielo condo association I believe I can positively add to the future vision of our beloved North Bay Village that makes our residents, investors and business owners happy with a balance of entrepreneurship and quality of life for those of us who call NBV home like my wife and I. My experience working with the City of Miami Beach on their Audit committee has given me a greater appreciation for the challenges of Civic work and I appreciate and honored of your consideration of my application for the Plannig & Zoning Board.

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



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 JOSHUA FURMAN TELEPHONE # 305-519-3096

MAILING ADDRESS 1590 S. TREASURE DR. N.B.V. FL. 33141

EMAIL ADDRESS: DRJFURMAN@AOL.COM

VILLAGE RESIDENT: YES NO

HOW MANY YEARS 38

BUSINESS OWNER: YES NO

PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS Medical Consulting - 1440 79 ST. CAUSEWAY #323 N.B.V. FL. 33141

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 38 y.

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY COMMITTEE

COMMUNITY ENHANCEMENT BOARD

ARTS, CULTURAL & SPECIAL EVENTS BOARD

PLANNING & ZONING BOARD

BUSINESS DEVELOPMENT ADVISORY BOARD

YOUTH & EDUCATION SERVICES BOARD

CITIZENS BUDGET AND OVERSIGHT BOARD

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:

Physician for 42 y. Member of Board Reviews, Experience
In Investments, Interest in zoning, Prior Advisor on
Big Development Board. Prior Sea-Drain Fishing -

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)

Extensive experience sitting on numerous boards dealing with
many issues involving guidelines of conduct.
A dedication to safeguarding our high standards for NBV
community.

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

6.01. - Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

6.02. - Civil service.

§ 32.02 - Vacancies of membership on Village Boards.

- (A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.
 - (B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.
 - (C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.
- (Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

PLANNING AND ZONING BOARD

§ 32.30 - Creation; members.

- (A) *Created; composition.* A Planning & Zoning Board is hereby created which shall be composed of five members to be appointed by the Village Commission. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island and two at-large members.
- (B) *Qualifications of members.* The members of the Board shall be appointed and shall be qualified electors of the Village as defined in the Charter, and shall also be and remain during their respective terms of office, residents of the Village.
- (C) *Terms, vacancies, removal from office.* The original members of the Board shall be appointed by the Village Commission at the meeting in which this section is finally adopted. Members of the Board shall be appointed by the Village Commission for a term of two years.
- (D) *Participation of ex officio members.* The Mayor and the Village Manager shall serve as ex officio members of the Planning and Zoning Board; however, their participation in matters before the Board shall be limited to discussion and their presence shall not constitute a quorum in the absence of other members, nor shall they be entitled to vote or otherwise participate in making recommendations to the Village Commission.

(1964 Code, § 2-40; Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76; Ord. No. 04-15, 7-27-04)

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

§ 32.31 - Vacancy.

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

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

§ 32.32 - Officers.

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

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

§ 32.33 - Meetings.

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

(1964, Code, § 2-40(e); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76; Ord. No. 01-03, § 1, 3-27-01)

§ 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.

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

§§ 32.40—32.44 - Reserved. Added

Ord. No. 2015-008, § 2, adopted May 15, 2015, amended the Code by repealing former §§ 32.40—32.44 in their entirety. Former §§ 32.40—32.44 pertained to the police department, and derived from the 1964 Code, §§ 15-7—15-9; Ord. 2

§ 152.101 - Planning and zoning board; authority and duties.

- (A) The Planning and Zoning Board as established in §§ 32.30 through 32.34 shall have the authority and duty to consider, act upon, and recommend to the Village Commission as to all petitions for amendments, changes, or supplements to these regulations; variances or special exceptions thereto; amendments; changes in the district boundaries of the Zoning District Map; or petitions appealing an administrative decision. The Board shall also have the power to study and recommend to the Village Commission on all matters within the general purview of comprehensive planning and zoning.
- (B) Periodic review. It shall also be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of these regulations, the comprehensive master plan, and the Zoning District Map to offer recommendations for the improvement thereof to the Village Commission. At maximum intervals of five years, these regulations, the comprehensive master plan, and the Zoning District Map shall also be subject to a comprehensive review and a report thereof, with recommendations submitted jointly by the planning and Zoning Board and the Village Attorney, and shall be presented to the Village Commission at a public meeting.
- (C) Decisions.
- (1) All recommendations of the planning and Zoning Board shall be made by motion at a public hearing of the Board. Any member who has a special financial interest, direct or indirect, shall make that interest known and shall abstain from participation therein in any manner. Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the Village Commission. No action shall be taken without a quorum, and majority vote of those present shall prevail.
- (2) The Village Clerk shall forward copies of all petitions to the Planning and Zoning Board, at least two weeks prior to the public hearing called for any such petition. The Planning and Zoning Board, or any of its members, may inspect the premises and area under consideration. Prior to making its recommendation the Board shall consider the written recommendations thereon of the Building Official and Plan Examiner.
- (3) After the public hearing, the report and recommendation of the Planning and Zoning Board shall be transmitted in writing to the Village Commission as a part of the record. The report of the Planning and Zoning Board shall include a recommendation on each and every request by the petitioner, but shall not be necessarily limited by the scope of the petition.

(Ord., passed 4-1-83)

Cross reference— Establishment, organization of Planning and Zoning Board, §§ 32.30—32.34.

§ 152.102 - Action by Village Commission.

- (A) If an application is before the Village Commission pursuant to this subchapter, accompanied by a Planning and Zoning Board recommendation, the Commission shall have authority to consider and take final action upon any and all matters and requests contained in the application, any other provisions in this subchapter to the contrary notwithstanding. In making any final decision, the Commission shall be guided by these regulations and the purposes

thereof stated in § 152.107 of this subchapter, and by sound comprehensive planning and zoning principles, and may take any action within the confines of such guides and standards. The action of the Commission may impose conditions or be more restrictive than any petition being considered. No further variances may be granted without prior notice and hearing before the Planning and Zoning Board. When any final action has been taken by the Village Commission, its record together with a certified copy of its minutes and the motion pertaining to such action shall be transmitted to the Building Official and Plan Examiner, and shall be open to the public for inspection during the normal hours of business for Village Hall.

- (B) Before action is taken by the Village Commission on any petition, the Commission shall consider the recommendations and reports of the Planning and Zoning Board and of the Building Official and Plan Examiner.
- (C) If a written protest against an amendment, supplement, change, variance, or special use exception is filed with the Village Clerk, signed by the owners of 50% or more within 500 feet of the perimeter of the property being considered, or if the Planning and Zoning Board recommends, after a public hearing as described above, that the proposed amendment, supplement, change, variance, or special use exception be disapproved by a unanimous vote of the full Planning and Zoning Board, such amendment, supplement, change, variance, or special use exception shall not become effective except by a favorable vote of at least 4/5 of a all of the members of the Village Commission.

(Ord., passed 4-1-83)

Siegfried · Rivera · Hyman · Lerner
De La Torre · Mars · Sobel



14B

S R H L · L A W · C O M

MICHAEL L. HYMAN
MHYMAN@SRHL-LAW.COM

REPLY TO CORAL GABLES OFFICE

September 22, 2015

VIA EMAIL ONLY:
rswitkes@switkeslaw.com

Robert L. Switkes, City Attorney
City of North Bay Village
c/o Robert L. Switkes & Associates, P.A.
407 Lincoln Road, PH S.E.
Miami Beach, FL 33139

**RE: BAYSHORE YACHT AND TENNIS CLUB CONDOMINIUM
ASSOCIATION, INC.**

Dear Mr. Switkes:

This will confirm that Bayshore Yacht and Tennis Club Condominium have entered into a 90 day license agreement with Mr. Coletta at a substantial rental fee. We are waiting Mr. Coletta's opening of the lot so the residences of Bayshore Yacht and Tennis Club Condominium can begin parking in the lot.

As we discussed last week, the lot does not provide parking for all units at Bayshore Yacht and Tennis Club. As a result, we are requesting that the City, if it moves forward with the decal program provide Bayshore Yacht and Tennis Club Condominium residents with decals.

As a follow up to my previous requests to you, please forward to me the basis for the City's position that Bayshore Yacht and Tennis Club Condominium is required to provide its own parking. Despite repeated requests and conversations, the City has, at this time, not provided any documentation that forms the basis for the City's position that Bayshore Yacht and Tennis Club Condominium is required to have its own parking.

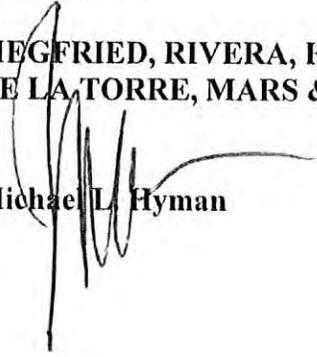
On another issue, it has come to the attention of Bayshore Yacht and Tennis Club Condominium that certain people in the City, including the City Manager, Frank Rolason, are telling Bayshore Yacht and Tennis Club residents that the Board refuses to work with the City in solving the parking problem.

As you are well aware, this is not the case and to the contrary Bayshore Yacht and Tennis Club Condominium is committed to working with the City to find a solution.

Please inform the City that it is counterproductive to communicate such statements when Bayshore is always ready and willing to meet with the City to discuss all aspects of the parking problem and work with the City to solve the problem.

Very truly yours,

**SIEGFRIED, RIVERA, HYMAN, LERNER,
DE LA TORRE, MARS & SOBEL, P.A.**


Michael L. Hyman

MLH/ler

Cc: Board of Directors (via email)



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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: Oct 13, 2015

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: Review of RFP for Sanitation Services to Waste Management

RECOMMENDATION

It is recommended that the Commission review the Village Manager's analysis of the staffing and the cost comparisons along with the contract offered by Waste Management. The contract provides for Waste Management to provide single family side yard pick up utilizing resident supplied waste containers as presently conducted. The multi-family and commercial service would be via carts or dumpsters as we currently provide. The Administration is seeking direction from the Commission as to whether or not to pursue privatizing the Solid Waste portion of our Public Works Department, keeping in mind this bid package and award are over four years old.

BACKGROUND

Four years ago, the Village advertised an RFP to contract out the collection and disposal for solid waste (sanitation) services. Five bids came in; they were evaluated; and the bid was awarded to Waste Management.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

The Commission, by resolution, approved Waste Management as the number one ranked proposer and directed the Village Manager to bring back a contract with Waste Management.

The manager was also directed to provide a budgetary and staff impact analysis for maintaining the service with Village staff vs. contracting for services with Waste Management. The impact analysis is attached.

The Village currently provides for the collection and disposal of all solid waste generated within the Village. The recycling is contracted out to WSI and Miami Dade County, and roll off container services are provided by WSI. This will continue unchanged as Waste Management has not proposed a price to assume this service, although they do provide the service in other municipalities.

The Village currently owns 3 Mack and 1 Peterbilt rear packer garbage trucks. The 2 newest ones are 2003's and all 4 vehicles need to be replaced. Two trucks are used for residential, multi-family and commercial collection. One truck is used for trash collection and the other truck is a reserve vehicle. Currently, the Village has 4 full time employees in the Sanitation Division of the Public Works Department and the Village contracts for 2 people daily from a temp employment company to complement the work force.

Solid waste is collected 6 days a week. Recycling is collected at least once a week. The garbage and trash are taken to County disposal sites and the recycled goods are taken to the County approved Municipal Recycling Facility (MRF).

The Village sanitation system consists of about 390 single-family homes and 92 multi-family accounts, with 3,667 units and 28 commercial accounts. The bid from Waste Management proposed 4 price structures for the collection and disposal from all single family, multi-family and commercial accounts. The prices are included in the cost and analysis report. Waste Management quoted prices for either front yard and side yard collection for the single-family accounts in all 4 proposals.

The Village's Sanitation Division of the Utilities Fund has 4 employees who would be displaced by this outsourcing contract. Waste Management's proposal, as required by the bid specifications, would hire up to 4 employees who are displaced by this action. However, all of these employees are senior employees and the current union contract allows any employee who is affected by a layoff or downsizing may, by seniority, replace an employee in a lower classification, if they can perform that job in the lower class. This is referred to as "bumping rights". We will have to see how that procedure works out to be able to see which employees will be hired by Waste Management. The RFP requires the successful proposer to purchase our current sanitation fleet at a current appraised value.

The successful proposer is also required to pay the Village a sum of \$7,500 per year for community enhancements. This would go to General Fund for community projects. Waste Management, in their proposal #3, has proposed to increase that amount to \$10,000 per year, if the Commission would extend the initial contract from 3 years to 5 years.

FINANCE IMPACT

The analysis shows that the Sanitation Division’s FY 2016 budget could be reduced by \$145,234 if the Village contracts with Waste Management to provide these services. Also, the Village would not have to replace the fleet of 3 or 4 vehicles (at least 2 garbage trucks) that could cost up to \$520,000 for both vehicles. Purchase of new vehicles could be financed over 7 to 10 years. The purchase of these new vehicles will add \$55,000 to \$75,000 to the annual operational cost of sanitation.

The staff has reviewed the Base Proposal submitted by Waste Management (W/M). W/M has requested that the prices in their 2010 bid be allowed to increase by the CPI as proposed in the original proposal. Staff is recommending that the prices in the Base Proposal plus CPI which will total \$630,408 for the first year, be accepted. The second and third year prices are allowed to increase by the CPI index, which has averaged about 2% per year over the past 3 years.

The Village’s customer base would have the following costs based on the Waste Management Base Proposal. Below is the comparison of the Waste Management prices and the Village’s costs to basically provide the same level of services. The originally proposed contract provided that the rates proposed would automatically increase by the official CPI for this Miami-Dade area. The cost comparisons (below) are based on the Adopted FY 2016 Village Budget and the WM rates including the CPI for the past 4 years. These rates in the current proposal will be in effect until September 30, 2016.

<u>Waste Management Base Proposal</u>		<u>FY 2016 Budget Village Costs</u>	
Single Family	\$ 132,023	Personnel and benefits	\$ 353,995
Multi Family	\$ 434,319	Disposal costs	\$ 369,193
Commercial	\$ 85,888	Operational costs (excl Recyl)	\$ 69,276
Total Annual Costs	\$ 652,230	Total Annual expenses	\$ 797,464

This would be an annual savings of \$145,234. The Commission will also need to decide the type of service delivery for single-family accounts. **The current method of collection provided by the Village is side yard collection.** W/M did propose to provide curbside services vs. side yard service. They have quoted the curbside service at \$16.95 vs. 27.12 for single-family side yard service.

Curbside service would generate an annual savings of \$122.04 per household. W/M has also agreed to provide one 96 gallon cart per household at no additional cost, if the Village elects to provide curbside single-family service.

The RFP was based on the Village paying Waste Management an established fee for each type of customer or frequency of service. The Village will continue to bill for the sanitation services along with the monthly water, sewer and stormwater utility bill. The billing and administrative expenses are budgeted for in the Utility Fund's Administrative Department and would continue to be charged on the sanitation services provided by Waste Management.

BUDGETARY IMPACT

The FY 2016 budget would be amended to reflect the results of the Commission action.

PERSONNEL IMPACT

Up to 4 employees would leave the Village's employment with the ability to be employed by Waste Management. It must be recognized that the major savings in waste collection is in personnel and disposal costs.

Draft/6/20/11
Revised Oct 2015

AGREEMENT
FOR
SOLID WASTE
COLLECTION AND DISPOSAL SERVICES
BETWEEN
NORTH BAY VILLAGE, FLORIDA
AND
WASTE MANAGEMENT INC. OF FLORIDA

AGREEMENT

This Agreement for Solid Waste Collection and Disposal Services (the "Agreement") is made and entered into as of this ____ day of June 201_, by and between North Bay Village, Florida, a Florida municipal corporation (the "Village") and Waste Management Inc. of Florida, a Florida corporation (the "Contractor").

RECITALS

Whereas, the Village issued Request for Proposals 2010-02 for Commercial, Single-Family and Multi-Family Collection and Disposal Services; and

Whereas, the Contractor submitted a proposal in response to the Village's solicitation; and

Whereas, by Resolution No. 2010-64A adopted on September 28, 2010 and Resolution No. 2011-12 adopted on March 7, 2011, the Village selected the Contractor to provide the services; and

Whereas, the Village desires to initiate Multi-Family and Commercial Collection Services with the Contractor starting on _____, 201_, and to have the availability to subsequently initiate Residential Collection Services at such time that the Village Commission may make a determination to do so; and

Whereas, the Village has determined that the execution of this Agreement is in the best interest of the Village.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Village and the Contractor agree as follows:

1. Definitions

For the purposes of this Agreement, the following definitions shall apply. Additionally, the definitions in Chapter 403, Florida Statutes and Chapter 94 of the Village Code (as all may be amended from time to time) shall be applicable to this Agreement. In the event of a discrepancy between a definition in this Agreement, the definitions in Florida Statutes shall apply.

1.1 Authorized Representative. The employee or employees designated in writing by the Village Manager to represent the Village in the administration and supervision of this Agreement.

1.2 Village. The Village of North Bay Village, Florida or its Authorized Representative.

1.3 Code. The Code of the Village of North Bay Village, Florida, and any subsequent amendments thereto.

1.4 Collection Equipment or Vehicle. A Boom Truck, Rear, Front or Side Loader/Truck, Roll-Off Truck or other vehicle used by Contractor to collect or transport Solid Waste. Individually each is a Collection Vehicle.

1.5 Collection Services. The Solid Waste collection and disposal services as provided for in this Agreement.

1.6 Commercial Establishments. Any building, business, or establishment of any nature or kind whatsoever, other than a single-family dwelling unit (as defined in Chapter 152 of the Village Code), and shall include any restaurant, cocktail lounge, or other business or establishment operated in conjunction with or on the premises of a residential unit.

1.7 Contract or Agreement. The Agreement executed by the Village and the Contractor for the performance of the Solid Waste collection services.

1.8 Contractor or Vendor. Waste Management Inc. of Florida.

1.9 County. Shall mean Miami-Dade County, Florida.

1.10 Curbside Pickup Point. A location designated by each Residential Customer at curbside, or if no curb, at the swale area from and to which the Contractor has unobstructed safe access at the time of collection.

1.11 Day. Shall mean a calendar day.

1.12 Disposal Costs. The “tipping fees” charged to the Contractor by the government licensed facility for disposal of the garbage and trash collected by the Contractor.

1.13 Garbage. Every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in or storage of, meats, fish, fowl, fruit or vegetables, decay, petrification and generation of noxious or offensive gases or odors, or which during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

1.14 Hazardous Waste. Shall mean solid waste, or a combination of solid waste which, because of its quality, concentration, or physical, chemical or infections characteristics, may cause, or significantly contribute to, an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

1.15 Holidays. Collectively shall mean Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Individually each is a Holiday.

1.16 Landfill. Any solid waste land disposal area for which a permit, other than a general permit, required by Section 403.707, Florida Statutes, that receives solid waste for disposal in or upon other than a land spreading site, injection wells, or surface impoundment.

1.17 Loose Refuse. Any refuse, either garbage, or trash, stored in and collected from any type of container other than a mechanical container or roll-out garbage can, including refuse collected from the ground.

1.18 Mechanical Container. Any detachable metal container designated or intended to be mechanically dumped into a loader/packer type garbage truck used by the Contractor.

1.19 Multifamily. Two (2) or more residential dwelling units as defined by the Village's Zoning Code.

1.20 Performance Bond. The form of security approved by the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Agreement and will pay all lawful claims.

1.21 Refuse. Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal or other discarded matter, excluding recyclable materials.

1.22 Refuse Regulations. Regulations prescribed by the Village together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provisions of this Agreement.

1.23 Regular Schedule. Shall mean the Initial Schedule and any approved changes to the same for Solid Waste Collection Services.

1.24 Residence. A detached building designated for or occupied exclusively by one family (single family).

1.25 Residential Cart. Shall mean a 96 gallon cart utilized for Residential Collection and Multi-Family Collection or any other cart as may be approved by the Village's Authorized Representative.

1.26 Residential Services or Residential Collection. The refuse (Solid Waste) collections service provided to single-family residences within the Village.

1.27 Residential Solid Waste. A mixture of garbage and trash resulting from normal housekeeping activities of a residence.

1.28 Rubbish. Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes or containers, sweepings, and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, and other containers which, due to their ability to retain water may serve as breeding places for mosquitoes or other water-breeding insects.

1.29 Side Yard Pickup Point. A location designated by each Residential Customer at their side yard from and to which the Contractor has unobstructed safe access at the time of collection.

1.30 Solid Waste. Shall mean garbage, trash, refuse, and rubbish, excluding yard trash, white goods, bulk waste and hazardous waste.

1.31 Solid Waste Disposal Facility. Shall mean any solid waste management facility properly licensed, which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

1.32 Tipping Fee. Shall mean the fee per ton charged at a Solid Waste Disposal Facility.

1.33 White Goods. Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.34 Yard Trash. Shall mean vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings and palm fronds. Yard trash shall be free of garbage and other Solid Waste.

2. Term and Renewal Term.

2.1 The initial term of this Agreement shall be for three (3) years beginning _____, 2015, and terminating _____, 2018 (the "Initial Term").

2.2 This Agreement shall be automatically renewed for one (1) additional three (3) year term, unless either party provides written notice of non-renewal to the other party at least 60 days prior to the expiration date of the Initial Term. (the "Additional Term").

3. Prerequisites to Commencement of Service.

3.1 Pre-Start Route Familiarization. The Contractor shall perform a pre-start route familiarization program in conjunction with the Village to help route drivers become aware of and familiar with the method by which Collection Services are currently being performed for both Residential and Multi-Family/Commercial Collection Services.

3.2 Initial and Regular Schedule. The parties recognize that existing Residential, Multi-Family and Commercial collection services in the Village are currently subject to an existing collection schedule. In order to provide seamless services to each Customer, for those

Collection Services that the Contractor has commenced, the Contractor agrees to initially utilize the existing weekly collection schedule as the Initial Schedule (the "Initial Schedule").

3.3 Changes to Initial Schedule. Should the Contractor desire to change the Initial Schedule, the Contractor shall provide the Village's Authorized Representative with a proposed weekly schedule including the days of the week that Collection Services will be provided to each Residential, Multi-Family or Commercial Customer within the frequency required by this Agreement (the "Regular Schedule"). The Village's Authorized Representative shall review and approve the Regular Schedule prior to implementation.

4. Commencement of Collection Services.

4.1 Multi-Family and Commercial Collection Services as described in Section 6 shall commence on _____, 201_.

4.2 Residential Collection Services as described in Section 5 shall commence at such time as the Village Commission may subsequently elect to direct the Contractor to provide such services. Should the Village Commission elect to initiate Residential Collection services the Village shall issue a written Notice to Proceed with not less than 60 days' notice to the Contractor.

5. Residential Collection Services.

5.1 Curbside Service to Single-Family Residential Customers. The Contractor shall provide Curbside Collection Services to all Residential Customers at least two (2) times per week, with collections at least three (3) days apart. Collection shall be made by semi-automated or automated vehicles. The Contractor shall provide and deliver to each single-family customer one 96-gallon cart. Customers shall place all solid waste in the cart and set the cart in an appropriate

manner within six (6) feet of the paved surface of the roadway or right of way. Contractor shall also collect solid waste that is securely bagged and tied and placed next to the cart. Bagged solid waste shall not weigh more than 40 pounds and shall be contained in a plastic bag that is of appropriate strength and thickness for the waste contained therein.

5.2 Side Yard Service to Single-Family Residential Customers. At the Village's written request, the Contractor shall provide Side Yard services in lieu of Curbside Services. Should the Contractor provide Side Yard services, the Contractor shall be compensated at the rates per customer specified in the Contractor's Rate Schedule.

5.3 Side Yard Service for physically challenged Customers. The Contractor shall provide, at no cost to the Village, side yard service to those Residential Customers that are not physically able to move their carts to the curbside. The Village shall provide the Contractor with a list of customers approved by the Village's Authorized Representative for specialized curbside service. The point of collection shall be the side yard or such other location as is mutually agreed upon between the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Village's Authorized Representative shall designate the pickup point.

5.4 Handling of Carts. Carts shall be handled carefully by Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left bottom up or upright. In the event of damage caused by the Contractor to a cart, other than normal wear and tear, the Contractor shall be responsible for the timely repair or replacement of the cart within five (5) days of receiving a complaint from the Customer or the Village.

6. Multi-Family and Commercial Collection Services.

6.1 Multi-Family Solid Waste Collection Services. The Contractor shall collect and dispose of Solid Waste to Multi-Family customers in the Village. Multi-Family customers shall utilize either 96 gallon carts (provided at no charge to the customer) or Mechanical Containers at such size, days of collection and frequency as specified in the Village's Initial Schedule.

6.2 Commercial Solid Waste Collection Services. The Contractor shall collect and dispose of Solid Waste to Commercial Customers in the Village. Such service shall be provided by Mechanical Container. The size of the Container, days of collection and the frequency of collection shall be those specified in the Village's Initial Schedule. The size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside or above the lid level of the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. All Solid Waste of Commercial Customers shall be placed in a Container. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container damaged by the Contractor shall be repaired or replaced by the Contractor within seven (7) days of the date of the damage.

7. Additional/Optional Services.

7.1 Storms. In the case of a storm, the Village Manager or his/her Authorized Representative may grant the Contractor a reasonable variance from the Village's regular collections schedules and routes. As soon as practicable after any such storm, the Contractor shall advise the Village Manager and the Customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the Village to acquire additional equipment and to hire extra crews to clean the Village of debris and refuse resulting from the storm, the Contractor shall be required to work with the Village in all

possible ways for the efficient and rapid clean up of the Village. The Contractor shall receive extra compensation above for additional personnel, overtime and cost of rental equipment, provided it has first secured prior written authorization from the Village Manager or his Authorized Representative. The total cost for such services shall be based upon rates jointly agreed to by the Village Manager or his/her Authorized Representative and the Contractor pursuant to a separate written agreement. Notwithstanding the provisions of this paragraph, the Village may alternatively contract with other firms or units of government to provide the storm clean up services anticipated in this paragraph.

7.2 Optional Collections. Should the Village at a subsequent date determine the need to include the Collection of yard trash, white goods and/or bulk trash to the services provided by the Contractor, the Village may authorize the provision of such optional services by the Contractor, provided that the rates for such optional services are approved by the Village Commission by amendment to this Agreement.

8. Services to Village.

8.1 Village owned or operated facilities. The Contractor shall provide Collection Services, at no expense to the Village, to all Village owned or operated facilities at such frequency as is specified by the Village's Authorized Representative. The Village shall provide the Contractor with an initial list of Village facilities which may be updated by the Village as additional facilities become available.

8.2 Village Container. The Contractor shall provide Collection Services, at no expense to the Village, for one (1) roll off container located at the Village's Public Works Facility at such frequency as is specified by the Village's Authorized Representative.

8.3 Household Batteries. Upon written request of the Village's Authorized Representative, the Contractor shall provide to the Village at no cost, at a facility designated by the Village's Authorized Representative, disposal of household batteries. The term "household batteries" does not include lead acid batteries, automobile, truck or boat batteries.

8.4 Community Services. On October 1, 2011 and annually thereafter on October 1, the Contractor shall provide the Village with \$7,500 to be utilized by the Village for community projects as determined by the Village Commission.

9. Hours of Collection. Single-Family Residential, Multi-Family and Commercial Collection Services performed pursuant to this Agreement shall begin no earlier than 7:30 a.m. on weekdays and 8:30 a.m. on weekends, and shall be completed no later than 5:00 p.m. Monday through Saturday. Collection Services shall not take place on Sunday. In the case of an emergency or breakdown of Collection Vehicles, Collection Services may be permitted on Sundays or during times not permitted by this paragraph, provided the Contractor has received prior written approval from the Village's Authorized Representative.

10. Protection of Adjacent Property and Utilities. The Contractor shall conduct Collection Services in such a manner as to avoid damage to adjacent private and public property, including but not limited to driveways, sidewalks, curb cuts, roadways, carts, racks, fences, trees, shrubs, flowers and other plants, and shall immediately repair or have repaired at no additional cost to the property owners, any breakage or damage caused by its operations. The Contractor shall provide Collection Services with a minimum disturbance to Residential Customers and to the neighborhood.

11. Spillage. The Contractor may refuse to collect any Solid Waste that has not been placed in a receptacle. During hauling, all Solid Waste shall be contained and tied. Contractor shall make every effort to completely empty all receptacles. Contractor shall not litter the premises or public rights-of-way in making collections or hauling the Solid Waste materials once collected. In the event of spillage by the Contractor, or in the event of accidental spillage prior to collection by the Contractor, the Contractor shall promptly clean up all such litter from such spillage. Contractor shall maintain its Collection Equipment in such a manner as to prevent the spilling of liquids. Should accidental liquid spillage occur, the Contractor shall promptly clean up the same.

12. Holidays. The Contractor shall not be obligated to, but may provide Collection Services on Holidays. Holidays include the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Customers scheduled for pick on the day of a Holiday, will be provided service the day after each Holiday.

13. Contractor's Personnel.

13.1 Staffing and Personnel. The Contractor shall provide, at its own expense, all labor and supervisory personnel necessary to provide the Collection Services as set forth in this Agreement.

13.2 Contractor's Officer(s). The Contractor shall assign a qualified person or persons to be in charge of the Contractor's operations under this Agreement. The Contractor shall provide in writing the names of those persons to the Village, including information regarding each person's experience and qualifications. Supervisory personnel shall be available for consultation with the Village's Authorized Representative or Customers within a reasonable and practicable time after notification of a request for consultation.

13.3 Conduct of Employees. The Contractor's employees shall serve the public in a courteous, helpful and impartial manner. The Contractor's employees shall be required to follow regular walk areas for pedestrians while on private property. Trespassing by employees will not be permitted. Employees shall not cross the property of one Residential Customer in order to service another Residential Customer unless residents or owners of both such properties shall have given prior permission in writing.

13.4 Employee Uniforms. While providing Collection Services, the Contractors employees shall wear a uniform or shirt bearing the company's name and shall wear an identifying badge, with the employee's name and identification number written in letters at least one half inch high, uniform in type. Alternatively, lettering stitched on identifying patches permanently attached to uniform shirts and jackets shall be acceptable. The Contractor shall keep a record of employees' names, numbers and route assignments in a manner to allow identification of the employees at all times. The Contractor shall provide its then current employee list and route assignments to the Village upon request by the Village's Authorized Representative.

13.5 Hiring of Village Employees. The Contractor shall offer employment to those Village employees who are displaced by the performance by the Contractor of the Solid Waste services specified in this Agreement (the "Displaced Employees"). The Village shall provide the Contractor with a list of Displaced Employees at such time that the particular employees' services are scheduled to terminate. The Contractor shall offer employment to the Displaced Employees provided that the Displaced Employees are 1) willing and available to commence employment with the Contractor for the open positions; 2) qualified for the positions in accordance with the Contractor's employment practices; and 3) satisfactorily meet the Contractor's personnel

policies pertaining to driving record, drug, alcohol and background policies in place by the Contractor.

13.6 Equal Opportunity. No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, religion or sexual preference.

13.7 Compliance applicable wage and hour Laws. The Contractor shall comply with all applicable Village, State and Federal laws, and any amendments thereto, relating to wages, hours, and all other applicable laws relating to the employment or protection of employees.

13.8 Fair Labor Standards Act. The Contractor shall pay all employees not less than the Federal Minimum Wage and shall further comply with the applicable provisions of the Fair Labor Standards Act.

13.9 Driver's License. Each vehicle operator shall, at all times, carry a valid Florida Driver's License corresponding to the type and size of the vehicle that is being driven.

13.10 Safety Training. The Contractor shall provide operating and safety training for all personnel.

14. Collection Vehicles and Equipment.

14.1 Quality and Quantity. The Contractor shall have on hand at all times and in good working order such Collection Vehicles, machinery, tools, accessories and other items necessary to adequately and efficiently perform Collection Services under this Agreement (collectively "Collection Equipment"). Collection Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All Collection Equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all

times. Prior to commencement of Collection Services, the Contractor shall provide the Village with a list of existing Collection Equipment that will be used to provide services to the Village. The list shall be timely updated should the Contractor change any assigned Collection Equipment.

14.2 Collection Vehicles, Equipment Description and Replacement. All Collection Vehicles and other vehicles used by the Contractor to provide Collection Services shall be equipped with two-way radios. All Collection Vehicles shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All Collection Vehicles shall be numbered and a record kept as to the utilization of the vehicle to which each number is assigned. The Contractor shall provide serviceable and adequate equipment at start-up and shall maintain all equipment in accordance with the equipment's life expectancy. The Village's Authorized Representative may require the repair or replacement of equipment as reasonably necessary.

14.3 Reserve Collection Equipment. The Contractor shall have available at all times reserve Equipment that can be put into service and operation within two (2) hours of any breakdown. Such reserve Equipment shall correspond in size and capacity to the Equipment regularly used to perform the Collection Services required under this Agreement.

14.4 Purchase of Village Vehicles. The Contractor shall purchase the inventory of vehicles owned by the Village as set forth in the Vehicle Purchase List attached as Exhibit "A." The parties shall obtain an independent licensed appraiser to establish the value of the vehicles. If the parties cannot agree on an appraiser, each party will select an appraiser who will select a third. All three appraisers shall provide an appraisal and the low and high shall be eliminated. The remaining appraisal shall determine the purchase price of the vehicles. The Contractor shall pay the

Village the purchase price prior to the date of commencement of services under this Agreement. Transfer of vehicle ownership shall occur by issuance of a Bill of Sale and Certificates of Title from the Village to the Contractor. The Contractor shall not take possession of the vehicles until title has been transferred to the Contractor. Should the Village subsequently direct the Contractor to initiate Residential Collection Services, the Village shall provide the Contractor with a list of additional Village Vehicles. The Contractor shall purchase the additional Village Vehicles utilizing the procedure specified in this Paragraph.

14.5 Village Containers. The Contractor shall have the option at no cost to assume ownership of all existing Village-owned Containers (excluding customer owned, compaction, or other special purpose type containers) at the commencement of services. If exercised, the Village shall provide a bill of sale to the Contractor for the Containers. Should the Contractor assume ownership of the Village's Containers, the Contractor shall be responsible for the repair, maintenance, and replacement of those Containers acquired from the Village on an as needed basis. Should the Contractor choose not to utilize the existing Village owned Containers, the Contractor shall provide and maintain its own Containers at its expense.

14.6 Carts. Upon the commencement of Residential Services, the Contractor shall provide at no cost to the Village, each Residential Customer with one 96 gallon cart.

14.7 Advertising. No advertising shall be permitted on Collection Vehicles.

15. Disposal and Ownership of Solid Waste.

15.1 Disposal. The Contractor shall dispose of the Solid Waste collected pursuant to this Agreement at the Solid Waste Disposal Facility specified in the Inter-Local Agreement between the Village and Miami-Dade County for the use of the County Solid Waste Management

System dated September 19, 1995, attached as Exhibit "B" for the term of the Inter-Local Agreement. Upon expiration of the Inter-Local Agreement, the Contractor may dispose of the Village's Solid Waste at any properly licensed Solid Waste Disposal Facility provided that the tipping fees are at a rate equal to or less than the rates provided by Miami-Dade County. Should the provisions of the Inter-Local Agreement allow for the Contractor to dispose of the Village's Solid Waste at the Medley Landfill, the Contractor may utilize that facility to dispose of the Village's Solid Waste.

15.2 Ownership of Solid Waste. Contractor shall be the owner of all Solid Waste it collects from Village Customers. Ownership shall transfer to the Contractor at the point of collection.

15.3 Village Disposal of Yard Trash. The Village may dispose of clean Yard Trash at the Contractor's disposal facility at the per ton rates specified in the Contractor's Rate Schedule.

16. Contract Pricing.

16.1 Monthly Single-Family Residential Collection Rates. The Village shall pay the Contractor the monthly rates specified in the Contractor's Rate Schedule for each Residential Customer served for the performance of either regularly scheduled Curbside or Side Yard Residential Collection Services.

16.2 Multi-Family Collection Rates. The Village shall pay the Contractor the monthly rates specified in the Contractor's Rate Schedule for each Multi-Family Customer for the performance of regularly scheduled Multi-Family Collection Services.

16.3 Commercial Collection Rates. The Village shall pay the Contractor the amounts specified in the Contractor's Rate Schedule Price for the performance of Commercial Collection Services.

16.4 Storm Cleanup Services. The Village shall pay the Contractor pursuant to a separate written agreement at a mutually agreed rate for any storm cleanup services.

17. Billing for services.

17.1 Residential, Multi-Family and Commercial Billing. The Village shall be responsible for billing of all Customers for Single-Family, Multi-Family and Commercial Collection Services.

17.2 Invoices. The Contractor shall submit a monthly invoice to the Village by the 10th of each month for all Collection Services rendered during the preceding month. The rates charged by the Contractor shall be those specified in the Contractor's Rate Schedule attached as Exhibit "C" The invoice shall include sufficient detail to the Village to determine the number of Customers served, type and amount of services, including all Storm Cleanup Services. Payments will be made to the Contractor of all approved undisputed invoices within 30 days of receipt of the Contractor's invoice. Should the Village dispute an invoice or require additional backup documentation, the Village shall notify the Contractor in writing of the same no later than 20 days from the date of receipt of the invoice.

17.3 Billing Adjustment Procedures. On the first day of each month the number of Customers may be adjusted by the Village, if necessary, to correspond with Collection Services being provided. The parties agree that there will be no fluctuation in service levels or billing as a result of seasonal population fluctuation. The Village's Authorized Representative will notify the

Contractor verbally, and will confirm in writing within 15 days of any Residential, Multi-Family or Commercial customer to which Collection Services should be terminated and of any new Customer to which Collection Services should be commenced. Collection Services shall commence or terminate as appropriate at the next regularly scheduled pickup after verbal notification.

18. Rate Adjustments.

18.1 Cost of Living Adjustments. Commencing _____, 201_, and annually thereafter, the rates set forth in this Agreement shall be adjusted upward or downward, through the calculation of the current rate multiplied by the percentage change for the immediately preceding 12 month period of July to July in the Consumer Price Index for South Urban Consumers of the United State for All items, as published by the Department of Labor Statistics, excluding energy, transportation or fuel components. The Calculation of the percentage change shall be the average over the 12 month period.

18.2 Changes in Disposal Charges/Tipping Fee Adjustment. In the event that the disposal charges/tipping fees incurred by the Contractor at the Solid Waste Disposal Facility should increase or decrease, the Village shall permit an adjustment to the rates in relation to the amount that the change in disposal charges/tipping fee affects the total rate structure of monthly service charges. The Contractor shall provide sufficient documentation to the Village, including accounting and calculations necessary for the Village to determine the amount of the requested adjusted increase or decrease in rates. The Village Commission shall consider the request within 45 days of receipt of written notice (including receipt of backup documentation) from the Contractor. Any approval of the request by the Village Commission shall be retroactive to the date that the Contractor is charged the adjusted disposal charge/tipping fee.

18.3 Fuel Adjustment. Commencing October 1, 2012, and annually thereafter on October 1, the monthly rate shall be adjusted upward or downward to adjust the applicable rate charged to reflect any change in the cost of diesel fuel as determined by reference to the Energy Information Administration of the US Department of Energy (“EIA/DOE”) website that reports average prices of diesel fuel for the “Lower Atlantic” United States on a weekly basis. After determining the price of diesel fuel from the website and computing an average from a 12 month period from the previous July to July, the corresponding fuel cost modifier will be calculated pursuant to the table attached as Exhibit “D.” The average rate for the 12 month period shall be compared to the average rate for the previous 12 month period. The table shall be utilized to compute the increase or decrease in monthly rate.

18.4 Unusual Cost. The Contractor may petition to the Village Commission to adjust the rates based upon unusual and unanticipated increases in the cost of doing business due to a change in law or applicable regulation. Any such request shall be supported by full documentation establishing the increase in operating expenses and the reasons therefore. The Village shall be entitled to audit the Contractor’s financial and operational records directly related to the request in order to verify the increase in costs and reasons therefore. The Village Commission shall consider the request within 45 days of receipt of the request or as soon as is practicable should the Village’s audit of the request require additional time. The Village Commission may approve or deny the request in whole or in part.

19. Authority/License.

19.1 Authority. Pursuant to Chapter 166, Florida Statutes, Article VIII, Section 2(b) of the Florida Constitution and Chapter 403, Florida Statutes, the Village has the lawful authority to enter into this Agreement.

19.2 Exclusive Rights. To the extent permitted by law, the Village grants the Contractor at the time that each of the particular services are commenced in Section 4, the exclusive right and the sole obligation during the Initial Term of this Agreement and any Additional Term, a license for the collection, hauling and disposal of all Residential, Multi-Family and Commercial Solid Waste within the Village, with the exception of, yard waste, white goods, roll on/roll off services and recycling services.

19.3 Franchise Fees. The Contractor shall not be entitled to any Franchise Fees for the performance of its services under this Agreement. The rates set forth in this Agreement are exclusive of Franchise Fees. The Village represents that Chapter 118 of the Village Code is not applicable to the services to be performed by the Contractor. Should the Village determine that Chapter 118 is applicable, any Franchise Fees shall be added as a pass-through to the Customer and not charged against the Contractor's rates.

20. Complaints and Complaint Resolution.

20.1 Office. The Contractor shall provide at its own expense, a suitable office with local telephone service available to Village residents where complaints can be received, recorded and handled during regular working weekday hours. The office shall be equipped with sufficient phone lines to receive complaints from Customers. The office shall be open from 7:00 a.m. to 4:00 p.m., Monday through Friday and Saturday from 7:00 a.m. to 1:00 p.m., except on Holidays. The Contractor shall provide an answering service and contact person during non-office

hours for the receipt of Customer inquiries. The contact person shall have the ability to authorize operations in the case of situations requiring immediate attention.

20.2 Complaint Register. The Contractor shall prepare and maintain, in accordance with a format approved by the Village's Authorized Representative, a written register of all complaints received, indicating the disposition of each complaint ("Complaint Register"). The Complaint Register shall be available for inspection by the Village's Authorized Representative at all times during which the office is open. The Complaint Register shall indicate at a minimum, the name and address of the complainants, the date and hour on which the complaint was received, the nature of the complaint, and the date and hour on which it was resolved.

20.3 Response to Complaints. All complaints shall be resolved within 10 days from the time of receipt of the complaint. If the matter is not resolved, the Contractor shall within five (5) days deliver to the Village Manager a report of the status of the complaint, efforts to resolve the complaint and reasons why the complaint was not resolved. In the event of a dispute between Contractor and a Customer the situation will be reviewed and resolved by the Village Manager.

20.4 Complaint Reports. The Complaint Register shall be submitted to the Village Manager each month along with the monthly invoice.

21. Annual Reports. For purposes of this section, the Contractor agrees to utilize the Village's fiscal year, October 1 through September 30, as the period for annual reporting. On December 1, following each fiscal year, the Contractor shall submit to the Village a report containing the following information for the previous fiscal year:

- a) Total Solid Waste tonnage collected;
- b) Total Tipping Fees paid to dispose of the Solid Waste;

- c) Copies all required insurance and bonds;
- d) Other information and data as may be requested by the Village Manager, except information which is held by Contractor as proprietary or confidential;
- e) Complaint Register; and
- f) Annual Audit.

22. Subcontractors. The Contractor shall not employ subcontractors to perform services pursuant to this Agreement without prior written approval by the Village.

23. Performance Bond.

23.1 Delivery of Bond. On or before _____, 201_, the Contractor shall furnish to the Village a Performance Bond in a form acceptable to the Village which shall remain in effect throughout the Initial Term and any Additional Term of this Agreement.

23.2 Amount and Annual Adjustment. The initial amount of the Performance Bond shall be the equivalent of 25% of the anticipated annual revenues. The amount shall be adjusted annually on October 1.

23.3 Qualifications of Surety. The Performance Bond shall be written by a Surety licensed to do business in the State of Florida and acceptable to the Village.

24. Indemnification.

24.1 The Contractor shall indemnify, hold harmless and defend (at trial and appellate levels) the Village, its elected officials, officers, agents, consultants and employees from and against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, judgments, orders, decrees, attorney's fees, costs, investigation expenses or causes of actions of any kind arising out of the Contractor's performance or nonperformance under this

Agreement and attributable to the Contractor's negligence, breach of contract or violation of law or regulation.

24.2 The Contractor shall indemnify, hold harmless and defend (at trial and appellate levels) the Village, its elected officials, officers, agents, consultants and employees from and against and assume all liability for any and all damages that may at any time be imposed or claimed by any third party for infringement of any patent right, trademark, or copyright.

24.3 The Contractor shall pay all claims, losses, liens, settlement or judgments of any nature whatsoever in connection with the foregoing indemnifications, including but not limited to, reasonable attorney's fees (at trial and appellate levels), expenses and costs.

24.4 The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all reasonable costs and fees associated therewith shall be the responsibility of the Contractor.

24.5 The indemnification provided in this Section shall not apply to claims, losses, expenses or liability arising out of the negligence, breach of contract, or violation of law or regulation by the Village. Nothing contained herein shall be intended or construed as a waiver of the Village's sovereign immunity under Section 768.28, Florida Statutes.

24.6 The indemnification provided in this Section shall survive the termination or expiration of this Agreement.

25. Insurance.

25.1 The Contractor shall maintain throughout the Initial Term of this Agreement and any Additional Term, a policy or policies of insurance of the types and minimums specified in

this Section. The Village shall be an additional named insured with respect to the required coverages.

25.2 The Contractor shall furnish certified copies of the declaration page of the original insurance policies to the Village, including a certificate of insurance for all policies.

25.3 All policies shall include a provision or endorsement that the coverage afforded shall not be cancelled, or materially changed without prior 30 day written notice to the Village provided by registered mail.

25.4 Coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with a rating by AM Best Insurance Guide, rated B+ or better.

25.5 The Contractor shall maintain a commercial general liability policy in the minimum amount of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The policy shall include coverage for contractual liability and specifically cover the indemnity set forth in this Agreement.

25.6 The Contractor shall maintain a comprehensive automobile liability policy in the minimum amount of \$100,000 per person for bodily injury and \$300,000 per accident for property damage per vehicle. The Contractor shall additionally maintain a minimum excess policy for \$1,000,000 per occurrence for combined bodily injury and property damage. The policies shall cover all vehicles owned, non-owned, leased or used by Contractor.

25.7 The Contractor shall maintain worker's compensation and employer's liability coverage at the statutory minimums required by Florida Statutes.

26. Events of Default by Contractor. Each of the following events or conditions may constitute an "Event of Default" by Contractor for the purposes of this Agreement:

26.1 Any material failure by Contractor to perform or comply with the terms and conditions of this Agreement.

26.2 Filing by or against Contractor or the Performance Bond surety of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.

26.3 Failure by Contractor to provide Collection Services for a period of five (5) consecutive days, excluding Sundays, Holidays, force majeure and national disasters.

26.4 Complaints constituting verified material deviations from Contractor's duties or obligations under this Agreement and not cured within 10 days in any calendar month in excess of 20 per month.

26.5 Not resolving legitimate complaints of missed service within the time frame specified, 15 or more times in any calendar month.

26.6 If any representation or warranty furnished by Contractor in this Agreement is found to be false or misleading in any material respect.

26.7 Sale or assignment of the franchise rights provided by this Agreement to a third party without the Village's prior written consent.

26.8 Refusal of Contractor to timely allow inspection, audit or review of records.

26.9 Failure to timely provide the Reports required in this Agreement.

27. Remedies Upon Default By Contractor/Termination

27.1 Termination for Cause. In the event of Default by Contractor, the Village shall provide the Contractor with written notice of the Default and an opportunity to cure. The Contractor shall cure the Default within 10 days of receipt of the Village's notice. Should the Contractor fail to timely cure the Default the Village may, without election of remedies:

- a) Immediately terminate this Agreement (and any license issued by the Village as part of this Agreement) by delivery of a written Notice of termination to Contractor;
- b) Seek recovery on the Performance Bond; and/or
- c) Exercise all remedies available at law or at equity or other appropriate proceedings for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance.

27.2 Termination for Convenience. The Village may terminate this Agreement (and any license issued by the Village as part of this Agreement) for convenience by providing the Contractor with no less than 365 days written notice of termination.

27.3 Termination due to Unavailability of Funds. The Village may terminate this Agreement for convenience on 60 days notice to the Contractor should the Village at any time not have funds available to pay for the Contractor's continued services.

27.4 Termination Compensation. Should the Village terminate the Contractor for cause or convenience under this Section, the Contractor shall be entitled to compensation for those Collection Services actually performed and approved by the Village's Authorized Representative up to the date of termination. The Contractor shall not be entitled to any additional monies or damages from the Village should the Village terminate the Agreement prior to the end of the Term or Additional Term. Notwithstanding the provisions in this Paragraph to the contrary, should the

Village terminate the Contractor for convenience prior to the expiration of the term, the Contractor shall additionally be entitled to payment of demobilization costs and expenses. Within 60 days of the Contractor's commencement of the Services specified in Section 4, the Contractor shall provide the Village's Authorized Representative with a list of its mobilization costs and expenses. The list shall be utilized to quantify the Contractor's demobilization costs and expenses.

28. Representations and Warranties of Contractor. Contractor warrants and represents to the Village that:

28.1 It understands that at certain times during the year, the quantity of Solid Waste to be disposed of is materially increased by the influx of visitors. Contractor agrees that seasonal fluctuation will not be justification for Contractor to fail to maintain the Regular Schedules or to justify a rate increase.

28.2 All Solid Waste collected by Contractor under this Agreement will be disposed of at a duly licensed and permitted Solid Waste Disposal Facility.

28.3 Contractor has all requisite power, authority, licenses and permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

28.4 Contractor's execution, delivery, and performance of this Agreement have been duly authorized by, executed and delivered for it by the signatories so authorized, and constitutes its legal, valid and binding obligations.

28.5 Contractor's execution, delivery, and performance of this Agreement will not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

28.6 Contractor has not received any notice, nor to the best of its knowledge is there pending or threatening any notice, or any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

28.7 Contractor has, or will have, under its control at the date of commencement of services under this Agreement, all licenses, permits, equipment, machinery and manpower necessary to perform under this Agreement.

29. Compliance With Law. Contractor shall perform its obligations in compliance with any and all applicable Federal, State, County and Village laws, rules, and regulations, in accordance with sound safety practices, and in compliance with any and all rules of the Village relative to the services, including Chapter 94 of the Village Code. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations prior to providing Collection Services to the Village.

30. Access to Books and Records/Audit. Contractor shall maintain adequate records of all Solid Waste Collection services. The Village's Authorized Representative shall have the right to audit, inspect and review all records maintained by Contractor pertaining to this Agreement upon 20 days written notice. An annual audit of the books and records prepared in accordance with generally accepted accounting principles, shall be delivered to the Village no later than December 1st of the year following the fiscal year. Records shall be maintained for a period of three (3) years from the date of termination or expiration of this Agreement. Contractor shall comply with the applicable provision of Chapter 119, Florida Statutes, the Florida Public Records Act.

31. Public Awareness Program. If requested by the Village, the Contractor shall assist the Village with a Public Awareness Program by distribution of print media, schedules and other applicable documents.

32. Notices and Changes of Address. Unless otherwise provided for in this Agreement, all notices, demands, requests and other communications required under this Agreement shall be provided in writing delivered by hand or mail and shall be conclusively deemed to have been received if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, or private postal carrier addressed to the party for whom it is intended at its address set forth below in this section of this Agreement. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

If to Village:

Village Manager
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141
Telephone: (305) 756-7171
Facsimile: (305) 756-7722

With a copy to:

Robert Switkes, Esq.
Village Attorney
Robert Switkes and Associates

Telephone: (305)
Facsimile: (305)

If to Contractor:

Timothy B. Hawkins, Vice President
Waste Management Inc. of Florida
2700 Wiles Road

Pompano Beach, Florida 33073

With a copy to:

Ronald Kaplan, Florida Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, Florida 33073

33. No Waiver. The failure of Contractor or the Village to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's rights to thereafter enforce the same in accordance with this Agreement.

34. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

35. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

36. Assignment. Contractor shall not assign, sell, transfer or dispose of the franchise rights or obligations granted by this Agreement in any manner whatsoever without the express prior written consent of the Village. The Village shall have the full discretion to approve or deny, with or without cause, any proposed sale, transfer, or assignment by Contractor. Any assignment, sale or transfer of this Agreement made by Contractor without the express written consent of the Village shall be grounds for the Village to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor. In the event the Village agrees to an

assignment, sale or transfer of the franchise, the assignee shall fully assume all the liabilities and obligations of the Contractor under this Agreement.

37. Complete Agreement. This Agreement, when executed, together with the Exhibits attached hereto, and the documents specified in Section 38 shall constitute the entire Agreement between the parties.

38. Proposal and Agreement Incorporated By Reference. The Village's Request for Proposals for Solid Waste Collection Services, together with all addendum thereto, and Contractor's Proposal are hereby incorporated by reference into this Agreement. In construing the rights and obligations between the parties, the order of priority in case of conflict between the documents shall be as follows:

- a) This Agreement;
- b) The Contractor's Proposal; and
- c) The Village Request for Proposals, as addended.

39. Independent Agent. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between Village and Contractor, an employer/employee relationship, partnership or joint venture, a principal agent relationship, or any relationship other than independent contractor.

40. Force Majeure. The performance of any act by the Village or the Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, that

should the condition of the force majeure exceed a period of 30 days, the Village may at its option and discretion, terminate or renegotiate this Agreement.

41. Time of the Essence. Time is of the essence with respect to each and every term and condition of this Agreement.

42. Amendment. This Agreement shall only be amended in writing with the same formality as this Agreement. No amendment or modification of this mutually Agreement shall be valid and effective, unless both parties shall agree in writing to such amendment.

43. Attorneys' Fees. If either the Village or the Contractor incurs any expenses in enforcing the terms or conditions of this Agreement, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorneys' fees and costs.

44. Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, singular or plural, as the identity of the party or parties, or their personal representatives, successors, and assigns may require.

45. Counterparts. This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

46. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

47. Governing Law/Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any proceedings arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law,

be held in Miami-Dade County, Florida. Each party voluntarily, knowingly and irrevocably waives its right to a trial by jury for any and all actions that might arise out of this Agreement.

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DRAFT

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe

their names to this instrument on the date first above written.

By: _____
Name: _____
Its: _____

_____ day of _____, 201_

NORTH BAY VILLAGE, a Florida
municipal corporation

ATTEST:

By: _____
Village Clerk

By: _____
Name _____
Its: _____ Mayor

_____ day of _____, 201_

Approved as to form and legality

Village Attorney
Robert Switkes, Esq.
_____ day of _____, 201_

Witnesses:

CONTRACTOR:

Print Name:

Print Name:

By: _____
Print Name: _____
Title: _____

Users/June 201_/NBV agreement

DRAFT

**NORTH BAY VILLAGE
ORIGINAL SOLID WASTE RATE SCHEDULE**

Service	Fee charged by NBV	Fee WM Proposal #1 Side Yard	Fee WM Proposal #1 96 Gal Cart	Fee WM Proposal #2 Side Yard	Fee WM Proposal #2 96 Gal Cart	Fee WM Proposal #3 Side Yard	Fee WM Proposal #3 96 Gal Cart
Single Family Collection	\$ 36.17	\$ 24.00	\$ 15.00	\$ 24.00	\$ 15.00	\$ 24.00	\$ 15.00
Multi family Carts/Dumpsters	\$ 23.39	\$ 8.40	\$ 8.40	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90

Prepared by Bert Wrains February 17, 2014

**NORTH BAY VILLAGE
SANITATION SERVICES**

VILLAGE	
Personnel Costs	FY 2016 Budget
Wages	\$ 188,870
Overtime	\$ 10,000
Pension & FICA	\$ 33,011
Health and W/Comp Insurance	\$ 62,115
Temp Labor	\$ 65,000
Sub Total Personnel Costs	\$ 358,996
Eq. Costs including fuel, tires & truck repairs	\$ 62,000
Disposal Costs	\$ 369,193
Recycling Costs	\$ 87,600
Uniforms, gloves, training	\$ 7,276
Operating expenses	\$ 526,069
Total Comparable Costs *	\$ 885,064
Waste Management Costs- Base Proposal	\$ (652,230)
Recycling Costs	\$ (87,600)
ANNUAL SAVINGS	\$ 145,234
Total FY 2015 Sanitation Division Budget	\$ 885,064

WASTE MANAGEMENT				
Base Proposal				
Customer Type	# Units	Monthly Costs	Annual Costs	
Single Family	390	\$ 28.21	\$ 132,023	
Multi Family	3667	\$ 9.87	\$ 434,319	
Commercial	53	Various Prices	\$ 85,888	
Total Annual Costs			\$ 652,230	

* Plus 2 garbage trucks @ \$260,000 each

\$ 797,464
\$ 145,234

STAFFING - CURRENT OPERATION	
	Sanitation Department
Single Family Residential Service	
Twice a week collection Garbage	4 employees plus 2 temp agency employees
	2 Rear Packer Garbage Trucks
Multi-family and commercial Service	Same 4 employees and 2 temp agency employees
	Same 2 Rear Packer Garbage Trucks

Prepared by Bert Wraains June 2, 2015
Update Oct 2, 2015



Waste Management Inc. of Florida

3401 NW 110 Street
Miami, FL 33167

May 29, 2015

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

Dear Mr. Rollason:

Waste Management Inc. of Florida agrees to contract with the City of North Bay Village for provision of solid waste services, subject to the terms of the RFP and subsequent contract documents, as negotiated. That would include, among other things, offers to hire displaced city workers and purchase certain city-owned trucks. Should the City decide to finalize the contract award this fiscal year, the rates at commencement will be as shown on the attached file.

We look forward to meeting with you and/or your staff in order to work out all necessary details and clarifications so that we may move forward with a smooth service transition. I have attached with this letter copies of the original draft contract and rates for all relevant services.

Please contact me you should you have any questions regarding this or any other related matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Neal', written in a cursive style.

Jason Neal
Government Affairs Director

RESOLUTION NO. 2011-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NO. 2010-64A RELATING TO RFP NO. 2010-02 PERTAINING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE; DIRECTING THE CITY MANAGER, UPON CONCLUSION OF NEGOTIATIONS WITH THE FIRST RANKED PROPOSER, TO BRING BACK THE PROPOSED CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES TO THE CITY COMMISSION FOR CONSIDERATION AND APPROVAL; AND TO PROVIDE A BUDGETARY AND STAFF IMPACT ANALYSIS COMPARING THE COST TO CONTINUE TO PROVIDE THE SERVICES UTILIZING CITY STAFF AGAINST THE COST TO OUTSOURCE THE SERVICES TO THE FIRST RANKED PROPOSER; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CORINA S. ESQUIJAROSA)

WHEREAS, the City previously issued RFP No. 2010-02 for Commercial, Single-Family and Multi-Family Solid Waste Collection and Disposal Services; and

WHEREAS, in September 2010, the City Commission previously adopted Resolution No. 2010-64A approving the ranking of Waste Management Inc. of Florida as the First Ranked Proposer, in accordance with the provisions of the RFP and further authorizing the City Manager to negotiate and enter into a contract with Waste Management; and

WHEREAS, subsequent to the adoption of Resolution No. 2010-64A a bid protest was filed and consistent with the provisions of Section 36.25 of the City Code the procurement of these services was stayed pending the outcome of the Bid Protest; and

WHEREAS, the City Commission held a public hearing on February 22, 2011 pertaining to the Bid Protest and disposed of the same at the conclusion of the public hearing; and

WHEREAS, in accordance with Resolution No. 2010-64A and the specifications of the RFP, the City Manager is authorized to initiate the negotiation of a contract with the First Ranked Proposer; and

WHEREAS, the final terms and conditions of any negotiations will have a major impact on the City's budget and staffing resources and, therefore, the final negotiated contract should be considered and approved by the Commission; and

WHEREAS, solid waste collection and disposal services are currently provided by the City and the budgetary and staff impact to outsource the services is a key factor for the City Commission to consider prior to finalizing and executing a contract to outsource the services; and

WHEREAS, the City Commission desires to amend Resolution No. 2010-64A to provide direction to the City Manager to, upon conclusion of negotiations with the First Ranked Proposer, bring back the proposed Contract for consideration and approval by the City Commission and to provide a budgetary and staff impact analysis comparing the cost to continue to provide the services utilizing City staff against the cost to outsource the services to the First Ranked Proposer.

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

Section 1. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. Section 2 of Resolution No. 2010-64A as it pertains to the City Manager’s authority to execute a Contract, is amended to read as follows:

That the City Commission hereby accepts the City Manager’s recommendation of Waste Management as the number one ranked proposer for providing solid waste collection and disposal services according to RFP #2010-02 and authorizes the City Manager to negotiate ~~and enter into~~ a contract for said services. Upon conclusion of negotiations with the number one proposer (First Ranked Proposer) the City Manager is directed to bring back the proposed Contract for consideration and approval by the City Commission for solid waste collection and disposal services and to provide a budgetary and staff impact analysis comparing the cost to continue to provide the services utilizing City staff against the cost to outsource the services to the First Ranked Proposer.

Section 3. All other terms and conditions of Resolution No. 2010-64A not specifically amended in this resolution shall remain in full force and effect.

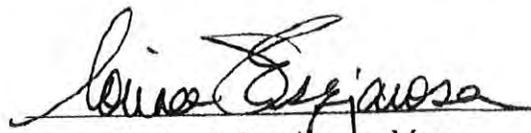
Section 4. This Resolution shall take effect immediately upon approval.

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Commissioner Frank Rodriguez.

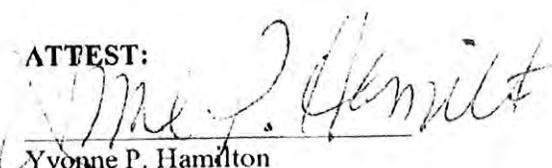
FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	<u>Yes</u>
Vice Mayor Connie Leon-Kreps	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

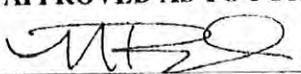
PASSED AND ADOPTED this 8 day of March, 2011.


Corina S. Esquifarosa, Mayor

ATTEST:


Yvonne P. Hamilton
City Clerk

APPROVED AS TO FORM:


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

City of North Bay Village Resolution: Amending Resolution No. 2010-02 pertaining to Waste Collection and Disposal Services, authorizing the City Manager to submit the contract for approval by the City Commission, and to provide a budgetary and staff impact analysis comparing the cost to continue to provide the services utilizing City Staff against the cost to outsource the services to the First Ranked Proposer.

RESOLUTION NO: 2010-64A

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION OF WASTE MANAGEMENT AS THE NUMBER ONE RANKED PROPOSAL FOR PROVIDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)

WHEREAS, the City of North Bay Village, in accordance with applicable State and local laws, has requested proposals from qualified companies to provide solid waste collection and disposal services for the City of North Bay Village.

WHEREAS, five (5) proposals were received and evaluated by an Evaluation Committee consisting of the Interim City Manager, the Finance Director, and the Police Chief; and

WHEREAS, said Evaluation Committee ranked the proposals as follows: #1-Waste Management, #2-Choice Environmental, #3-Southern Waste Services #4-Waste Pro; and #5-Waste Systems, Inc.; and

WHEREAS, the City Manager hereby request that the City Commission accept the recommendation of Waste Management as the number one ranked proposer and permit authorization to negotiate and enter into a contract for the scope of services for providing solid waste collection and disposal services pursuant to RFP #2010-02.

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

Section 1: That the above recitals are true and correct.

Section 2: That the City Commission hereby accepts the City Manager's recommendation of Waste Management as the number one ranked proposer for providing solid waste collection and disposal services according to RFP #2010-02 and authorizes the City Manager to negotiate and enter into a contract for said services.

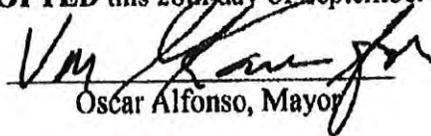
Section 3: This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor George A. Kane, seconded by Commissioner Reinaldo Trujillo.

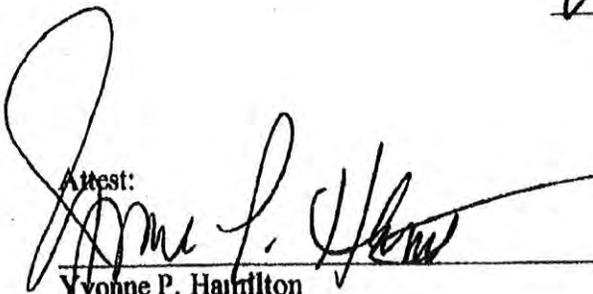
FINAL VOTE AT ADOPTION:

Mayor Oscar Alfonso	<u>Yes</u>
Vice Mayor George A. Kane	<u>Yes</u>
Commissioner Frank Rodriguez	No
Commissioner Reinaldo Trujillo	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

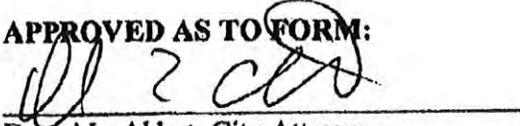
PASSED AND ADOPTED this 28th day of September 2010.


Oscar Alfonso, Mayor

Attest:


Yvonne P. Hamilton
City Clerk

APPROVED AS TO FORM:


Daniel L. Abbot, City Attorney

City of North Bay Village Resolution: Outsourcing of Solid Waste Collection and Disposal Services to Waste Management.

OFFICIAL MINUTES

**CITY OF NORTH BAY VILLAGE
REGULAR CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 28, 2010**

7:30 P.M.

1666 Kennedy Causeway, Suite 700
North Bay Village, FL 33141

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

Mayor Oscar Alfonso called the Regular Meeting of the City Commission to order at 8:20 p.m., and Kevin Vericker led the recitation of the Pledge of Allegiance to the Flag. The following members of the Commission were present at roll call:

Mayor Oscar Alfonso
Vice Mayor George A. Kane
Commissioner Frank Rodriguez
Commissioner Reinaldo Trujillo
Commissioner Paul Vogel

The following staff members were present:

Interim City Manager Robert Pushkin
City Attorney Daniel L. Abbott
Chief Robert Daniels
Finance Director Gerard Pirri
Public Works Director Sam Zamacona
City Clerk Yvonne P. Hamilton

1A. SPECIAL PRESENTATION – POLICE ATHLETIC LEAGUE

Jean Pankey, resident and member of the Police Athletic League (PAL), made a presentation concerning the program. She gave a brief history of the program and implementation of the North Bay Village PAL five years ago.

She discussed the importance of the program and the effect of its closing on the children. Mrs. Pankey requested that the City not change Detective Gittner from overseeing the program, since she is very reliable. She asked Chief Daniel not to take the program away. She suggested that he become familiar with the program and work with the members to ensure its continuance. She played a video of PAL activities and submitted a petition into the record of residents in favor of keeping the program.

Ms. Cabana, of 1900 South Treasure Drive, read a letter into the record from her son and former member of the PAL program, who is currently enlisted in the U.S. Marines, which mentioned the positive influence the D.A.R.E. and PAL program, had on his life and his career and the importance of the program as a resource to benefit youths. The letter mentioned Detective Gittner as an inspiration and a mentor. Corporal Richard Rios' letter spoke of Lieutenant McVay as a role model and an inspiration also. He urged the Commission to re-evaluate its decision since many children can benefit from the PAL program.

Ann Bakst, of 1865 Kennedy Causeway, spoke of the importance of the PAL program and of once donating a \$1,000, which went towards scholarships for children to attend the summer camp. She suggested that residents donate to the program.

Donna Veski, of 7512 Hispanola Avenue, concurred with comments by Ms. Bakst, and she spoke in favor of keeping the PAL program.

Victoria Baas, Betty Sanchez, members of the PAL program, spoke in favor of the PAL program, of Detective Gittner, and of the positive impact the program has had on them and other children in the community.

Fane Lozman, of Biscayne Bay, addressed the Commission and discussed the number of officers and shift assignments, as well as salaries for officers in the \$115,000-\$140,000 range, including that of the DARE/PAL officer. He stated that it was not fiscally responsible for the City to pay \$118,000 to an officer to babysit children. He suggested that the budget for other cities be looked at regarding the salaries of police officers; that salaries should be reduced to get in line with that of other cities; and that a DARE officer should be hired at a lower salary. He indicated that it was the responsibility of the Chief to bring the budget under control.

Nicolette Roman, Christian Robertson, Nicole Robani, and Jesus Gutierrez, members of the P.A.L program addressed the Commission and spoke in support of the program, of its positive effect on their lives, and the importance of Officer Gittner to the program. They asked the Commission not to terminate the program.

Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, addressed the Commission and opposed the reference to babysitting. She spoke of the wonderful things that Officer Gittner has done for the City over the years in taking good care of the children in her care at Treasure Island Elementary School, where she conducted the program for many years. She spoke of the importance of the program to give children proper direction in life with staying away from drugs.

Ann Bakst, of 1865 Kennedy Causeway, referred to the budget regarding the payroll for police officers, and clarified that the salaries mentioned by Mr. Lozman included the overall cost with longevity, workers compensation, etc., rather than the base salaries.

Mayor Alfonso commended the efforts of the PAL Executive Board, which depicted what they do for the community. He clarified that detectives make 32% less than what was stated by Mr. Lozman. He asked Chief Daniels to find alternatives and not to eliminate the D.A.R.E. program, since it works for the community.

Charles Kaplan, of 1770 Kennedy Causeway, #D104, congratulated residents and young children for their attendance at the meeting. He expressed his support for a \$15-\$20 increase in taxes to support the garbage collection and police services. He spoke in favor of keeping employees employed. He suggested that with the right businesses, with the number of vehicles that travel along the causeway, revenues could be improved.

Commissioner Trujillo spoke about his assistance to the PAL and of \$25,000 that was appropriated in the budget to fund activities for the program. He indicated that it was in the best interest of the community to continue the PAL program; and he advised that they need to conduct fund raising events, obtain support from people in government, in the community, from the police department, and from businesses. He volunteered his services to be part of the new Board to work on activities.

2. RESOLUTIONS AND ORDINANCES:

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION OF WASTE MANAGEMENT AS THE NUMBER ONE RANKED PROPOSAL FOR PROVIDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)**

The City Clerk read the Resolution by title.

Vice Mayor George A. Kane moved to approve the Resolution, and Commissioner Reinaldo Trujillo seconded the motion.

City Manager Pushkin referred to a flyer that was distributed with information concerning the privatization of the sanitation department. He clarified that there are no plans made or suggestions to privatize public works; and privatization will not devalue properties every day. In addition to comments that over \$1 Million was spent on the main sewer pump station rehabilitation and that the wrong equipment was used, which made the system worse than before the investment; he explained that plans and equipment for the project were designed, approved, constructed, and monitored by Kimley Horn & Associates under the direction of professional engineer Gary Ratay. Additionally, the project was approved and permitted by the Department of Environmental Resources Management. Also, the agency issued a Certificate of Completion to allow the operation of the new equipment. Mr. Pushkin further clarified that some of the equipment was installed under the mandate of Florida Environmental Protection Agency; and there is no evidence to indicate that there will be problems of sewer or water in the streets, if the equipment is properly maintained and monitored. Payment of salaries for three (3) police officers with funds from the red light violations were done as a result of the directive by the City Commission. He asked that facts be submitted to substantiate comments made that those who approve the sanitation contract will be receiving nice gifts.

Commissioner Rodriguez stated that he had met and spoke with many of his neighbors and residents, and he did not meet anyone who agreed with privatization of the sanitation services. He indicated that the people are accustomed to the current services, and they don't agree with the Resolution. He stated that he has to listen to the voters and members of the community, as a commissioner representing the public, especially those on Treasure Island.

Donna Veski, of 7516 Mutiny Avenue, addressed the Commission and spoke in favor of keeping the current sanitation services. She requested that the \$3 Million expenditure for the park be returned as promised. She opposed removing long-time employees of the City. She alleged that residents are kept in the dark and cited an example where a large notice was placed for a variance for a carport versus a small one for the borrowing of \$6 Million.

Alvin Blake, Chair of the Citizens Budget & Oversight Committee, cautioned that if sanitation services were not privatized, there would be a cost to the City of \$350,000 more than is in the budget. He questioned how reduction in the millage rate and increased level of service will occur without these changes. He asked Commissioner Rodriguez how he plans to handle the matter.

George Piedra, of 7505 Hispanola Avenue, addressed the Commission and expressed support for the increase in the millage rate to keep the current level of services as desired by the residents.

Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, addressed the Commission and indicated that the majority of people in the City were in favor of keeping the garbage services. She mentioned that the workers have been with the City for many years, and they are trusted by the residents. She expressed concern that if a private company took over the sanitation services, the garbage containers would have to be placed out the night before or early in the morning, which would not make the City look good. She questioned how the change would affect the elderly, infirmed, and handicapped residents, who cannot take the garbage containers to the street and return them to the side of the houses. She stated that the residents are willing to keep the current services.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission and commented on the question of where to find \$350,000. He reminded the Commission that the shift in garbage services came after the concept of furloughs was dismissed. He added that the contract is set to run for three years, which means that the City would be locked into it until 2014. Therefore, there would be no options, if the City were unhappy with the service. He spoke about the City being faced with the decision of having to incur large capital outlays if the decision were made to return to the city-run sanitation services for the current level of services, since the proposal calls for the sale of two of the three garbage trucks, with only one remaining in the City. He said that outsourcing the sanitation services was not the only alternative. He asked the Commission to strongly consider the matter before deciding to fundamentally alter the services of the governance of the City by privatizing to Waste Management.

Mrs. Volker, of 7517 Cutlass Avenue, addressed the Commission and spoke about the cleanliness of the streets with the maintenance and sanitation crews making sure that no excess garbage is left hanging around. She advised the Commission to take such information into consideration, since she and her neighbors would like to keep the services.

Gary Beltran, of 7513 Hispanola Avenue, addressed the Commission and indicated that the City should be able to afford the same services, since the millage rate was being raised and no increases were being given to the employees.

Mr. Lozman suggested that the matter be deferred until the Commission has had the opportunity to speak with activist Tina White (561) 633-3147, who has analyzed Waste Management and Waste Pro. He also agreed that the employees are a team, and they should all share the pain, instead of anyone being terminated.

Neil Rodrigue, of Choice Environmental, addressed the Commission and indicated that the analysis sheets for the RFP show that the top two bidders were very close. He suggested that the City enter into dual negotiation like other cities have done, which will save money over the current bids and prices. He stated that others who have done similarly have seen savings of over 20% above the initial bids. He advised that he was willing to work with the Commission if it decided to enter into the dual negotiation.

Sylvia Nexter, of Treasure Island, addressed the Commission and spoke of the honesty of the sanitation workers in returning a Driver License to her home that her son lost.

Alex Gonzalez, of Waste Management, addressed the Commission and spoke about the RFP process being done properly. He mentioned that Waste Management is a fortune 200 company conducting service all over the United States, in Canada, in Puerto Rico, and in Mexico. He discussed their service level as being equivalent to the current level of service that the residents are receiving now. Regarding the issue of personnel, he explained that the company will hire them; they will be able to participate in the company's stock and 401K programs; and they probably will be working in the City, since they know the routes. He further explained that the company will be providing service to those residents, who cannot bring their bins out to the curb, similar to what they do in other cities. He stated that a list will be obtained from the City and side door or back door service will be provided. He stated the company's commitment to pick up what is inside and outside of the bins. Mr. Gonzalez further explained that the City will save money, and the company will donate money to the City.

Additionally, the City will have the spread on the commercial services, which will result in a financial advantage. He spoke of the City obtaining a partnership with the company that has financial stability; a company that will be available during emergencies or hurricane; and the current sanitation employees will work in the City and will receive more benefits than the City is able to offer at this time.

Mayor Alfonso asked if the employees will receive equal or greater compensation.

Mr. Gonzalez concurred.

Mayor Alfonso asked if the current sanitation employees will continue to work in North Bay Village.

Mr. Gonzalez stated that the company needs the employees to remain in the City because they have knowledge, and it would be to the company's advantage to do so.

Mayor Alfonso asked if side-yard service will still be in place.

Mr. Rodriguez stated that the City chose the curb side service. However, there is an option for side-yard service. He recommended the curbside service. He agreed that the workers will still pick up the bins from those people who have a problem getting them to curbside, with justification of some type of impediment that would prevent them from bringing out the bins, such as being handicapped or elderly, as is done in other cities and as is written in their proposal. He confirmed that trash will be picked up everyday; and the City will continue to handle its own bulk pickup service and keep a garbage truck as a spare.

He stated that there are provisions in the contract for their termination, if the company does not do a good job.

Mayor Alfonso asked about the frequency of garbage pickup.

Mr. Rodriguez responded that garbage service will continue under the same frequency.

Mayor Alfonso asked about the savings, if the side-yard services for a higher price were used.

Mr. Rodriguez stated that a pilot program can be done with front-yard pickup, and if it does not work, side-yard services can be discussed.

Mayor Alfonso indicated that there is only so much money in the budget for waste services; and once the budget passed, there were few choices. He discussed that the sanitation workers were with the City for a very long time, and it would be unfair to terminate them. But this will not happen, since they will receive equal or greater compensation, and they will continue to work in the City. He asked Mr. Rodriguez if there will be backup workers, if the workers were to call in sick.

Mr. Pushkin explained that there will be backup services, similar to what is currently done.

Mayor Alfonso spoke about how outsourcing the services would be beneficial to the City in this particular case in covering the entire basis. Additionally, since the budget was already passed, there was no choice but to move forward with the proposal. He indicated that the City can no longer handle the services with the amount that is appropriated in the budget, since the City is not in the garbage collection business. And assurance has been given that long-time employees will be hired with equal or greater compensation.

Mr. Rodriguez indicated that the issues being discussed concerning the employees can be put in writing.

Mayor Alfonso asked if the City Manager had negotiated with all of the bidders.

Mr. Pushkin explained the RFP process, where information was solicited, responses were received, and all five respondents were interviewed by a panel consisting of him, the Finance Director, and the Police Chief, where the scoring was done independently, and Waste Management was recommended as the low cost bidder along with their willingness to ensure that the City employees were hired. He explained that sanitation employees with seniority will have the opportunity to return to a position in the maintenance department, if they chose not to become employed by Waste Management. The displaced employees from the Maintenance Department will have the opportunity to work with Waste Management.

Mayor Alfonso recessed the meeting for two (2) minutes.

Al Coletta, of 7904 West Drive addressed the Commission and discussed how Waste Management has been interested in the City for many years. He expressed concern that the company would agree to hire the employees, and subsequently terminate them. He urged the Commission to think about the contract that they will be entering into, considering that the company has wanted to take over the services in the City for so long. He spoke about the residents' familiarity with the workers who have been with the City for a very long time; the close knit community that is being divided; and he questioned if the police department will be next to be taken over by Miami.

Mrs. Volker expressed concern that the residents would not be able to reach the company when they encounter problems or during a hurricane. She indicated that it did not seem possible that the City could save money if the services were contracted out.

Mr. Pushkin confirmed that he informed the company that he wanted the residents to contact the City directly, if they encountered any problems with the services.

Norma Smith, of Treasure Island, addressed the Commission and questioned Mr. Gonzalez about his comments that the employees will probably be hired by Waste Management and the City will probably save money. She asked if the employees will have to join the union, if they are going to maintain their jobs in the City, if the company has the right to raise expenses and cost, and what would be the savings to the City.

Mr. Pushkin responded that there would be a savings of no less than \$500,000 and no more than \$600,000.

Mayor Alfonso clarified that Mr. Gonzalez has confirmed that the employees will be hired by the company with equal or greater compensation, and they will continue to work in the City.

Mr. Gonzalez stated that he answered probably to the question of whether the employees would be doing the same thing. He confirmed that they will be hired by Waste Management, where they will enjoy benefits of the 401K and stock programs, vacation, and being provided with uniforms. Additionally, they will continue to work in North Bay Village. He noted that Waste Management employs over 50,000 employees, and there is no union shop, since the employees do not think that it is necessary.

Mayor Alfonso asked if the trucks used by Waste Management will contain the City logo.

Mr. Fernandez stated that the City logo can be used if that is the wish of the City.

Mrs. Smith asked if the residents will be able to look at the contract.

Mr. Pushkin stated that the contract will be a public record.

Mrs. Smith inquired about disposal of items like old doors.

Mr. Pushkin clarified that the City maintenance workers will still be responsible for bulk pickup, such as old doors, tree cuttings, and other minor items, which are not considered garbage.

Mrs. Smith asked if the dump will be lost with the hiring of Waste Management.

Mr. Pushkin stated that Waste Management will provide the same service at no charge to the City. The company will provide 96-gallon garbage containers.

Ms. Smith asked if the City was losing anything through outsourcing the services.

Mr. Pushkin explained that similar to what is done for recycling; the residents will be required to bring the garbage containers out to the curb. He added that on occasions when all of the garbage cannot fit into the container, the company will pick up the excess, if it is placed next to the container.

Mayor Alfonso asked about how trash pickup will be handled during hurricanes. He noted that Waste Management had assisted the City with hurricane cleanup in the past.

Mr. Pushkin stated that Waste Management along with another company had assisted in the cleanup of hurricane debris.

Ms. Smith asked if the residents will be able to contact the company during hurricane.

Mr. Pushkin stated that the residents will call City Hall directly.

Mr. Rodriguez explained that the Request for Proposal (RFP) is part of the contract; the RFP was published; and the evaluation was based on the RFP, which would become an integral part of the contract.

City Attorney Abbott concurred that often times the actual negotiated contract consist of a couple of pages, which incorporates the RFP and the response to the RFP.

Ms. Smith asked if everything will be the same, except that the City will pay Waste Management to take over the responsibilities.

Mr. Pushkin clarified that the bills will still be paid through the City.

Ms. Smith expressed concern that the company will raise the rates after a certain amount of time.

Mr. Pushkin explained the three-year contract with a provision to address fuel adjustment cost and increased tipping fees imposed by Miami-Dade County. The contract can be extended for another three years without any changes, except for any issues that the City may decide are not right for it.

Mayor Alfonso stated that contracting out to Waste Management will save over \$500,000 over the three-year period.

Mrs. Smith expressed her hope for the funds to be used for better police services and other luxuries that the residents like.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission on behalf of resident Nancy Sonnett-Selwyn, and stated that it was discussed at the Citizens Budget & Oversight Committee Meeting that the sanitation employees would be hired by Waste Management, provided they met the requirements of the company.

Mayor Alfonso clarified that the employees will be hired, unless they have felonious backgrounds, test positive for illegal drugs, or if their Driver Licenses are not current.

Ms. Bakst questioned what would happen if the employees do not meet the health requirements, since there is a 300 pound sanitation worker. She asked how the City can save \$500,000, when the company will be paying more to the employees.

Mayor Alfonso stated that the company owns a landfill.

Ms. Veski expressed concern that the Commission had already made its decision on the matter and was not taking the community's concerns into consideration.

Mayor Alfonso stated that he had heard all of the residents, and he voted against the budget. He mentioned that there were not many choices, since the budget ruled.

Fred Murphy, of 1500 South Treasure Drive, addressed the Commission and expressed concern that the Commission had already made a decision regarding outsourcing sanitation services, since it was already included in the approved budget. He stated that he did not understand how the company could take all of the affected employees, offer them the same compensation, and the City will still pay less to the company.

Mr. Beltran asked what the City was receiving from the company for saving over half a million dollars, since it does not charge that much for use of the landfill.

Mayor Alfonso responded that the company can deliver the service for much less than it cost the City, because they own a landfill.

Mr. Coletta asked what would become of the 300 pound worker.

Mayor Alfonso explained that he could end up remaining with the City, since he has seniority and maintenance experience.

Mr. Pushkin confirmed that the employee will not be terminated, since he has the choice of becoming employed by Waste Management or remaining with the City.

Mr. Fernandez suggested that a 300 pound man would be better off working at a desk job for his own safety.

Donna Veski asked if the residents' monthly bills for sewer and water will increase.

Mr. Pushkin stated that the issue had nothing to do with the water and sewer bills.

Mayor Alfonso closed the Public Hearing and opened the Regular Meeting.

Mayor Alfonso stated that the City Manager should negotiate the best contract before the matter comes back before the City Commission.

City Attorney Abbott clarified that the Resolution does not envision the contract being submitted to the City Commission. It authorized the City Manager to negotiate and execute a contract.

Mayor Alfonso asked Mr. Pushkin to provide information to the Commission regarding the terms of negotiations with any company for the services.

Mr. Pushkin confirmed that he will negotiate with Waste Management and ensure that all of the issues discussed tonight are addressed.

Vice Mayor Kane mentioned that he had suggested using tier two negotiations with the top three (3) vendors and was told that the bid process would have to be restarted.

City Attorney Abbott advised the Commission that the RFP that was solicited envisioned the selection of the top-ranked applicant, negotiating with only that firm, and entering into a contract. He advised that the City could issue an RFP that envisioned negotiating with other applicants, which is not the RFP that is in place. He stated that the Commission can reject all of the responses and issue a new RFP that envision that kind of negotiation, but it cannot be done under the terms of this RFP.

Vice Mayor Kane requested an addendum to the contract to provide for financial assistance for the PAL program, whether in matching City funds or through a meaningful amount. Additionally, he suggested that the winning bidder should be asked to assist the City in terminating the contract with Miami-Dade County for tipping fees, which will result in significant additional savings.

Commissioner Trujillo indicated that the fourth meeting was being held regarding the budget, where citizens' concerns were taken into consideration. He urged the residents to continue to participate in the meetings. He spoke about citizens' representation through the Citizens Budget & Oversight Committee, who suggested the RFP for waste services as a saving measure.

The votes on the motion to approve the Resolution were as follows; Commissioner Reinaldo Trujillo-Yes, Commissioner Paul Vogel-Yes, Commissioner Frank Rodriguez-No, Mayor Oscar Alfonso-Yes, and Vice Mayor George A. Kane-Yes. The motion carried 4-1.

- B. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE BORROWING BY THE CITY OF NOT TO EXCEED \$6,325,000, SUCH BORROWING TO BE EVIDENCED BY GENERAL OBLIGATION REFUNDING NOTES, SERIES 2010 OF THE CITY, FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING GENERAL OBLIGATION NOTE, SERIES 2008, DATED SEPTEMBER 29, 2008, WHICH WAS ISSUED TO FINANCE ALL OR A PART OF THE COSTS OF (I) THE ACQUISITION OF LAND TO BE USED AS A PUBLIC PARK, (II) THE PRELIMINARY PHASES OF THE CONSTRUCTION OF A PUBLIC SAFETY AND CITY HALL COMPLEX AND OF THE CONSTRUCTION AND INSTALLATION OF LANDSCAPING AND AESTHETIC IMPROVEMENTS TO THE JOHN F. KENNEDY CAUSEWAY IN THE CITY, AND (III) RELATED CAPITAL COSTS, INCLUDING CERTAIN CAPITALIZED INTEREST ON SAID NOTES, AS AND TO THE EXTENT APPROVED BY THE VOTERS OF THE CITY BY BOND REFERENDUM HELD ON JANUARY 29, 2008 PURSUANT TO RESOLUTION 2007-53 ADOPTED BY THE CITY COMMISSION ON OCTOBER 27, 2007; AUTHORIZING THE ISSUANCE OF SAID REFUNDING NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,325,000; PLEDGING TO THE PAYMENT OF SAID REFUNDING NOTES THE PROCEEDS OF AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY IN THE CITY; MAKING CERTAIN OTHER COVENANTS FOR THE BENEFIT OF THE HOLDER OR HOLDERS OF SAID REFUNDING NOTES; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR OSCAR ALFONSO) - SECOND READING - PUBLIC HEARING**

City Manager Pushkin read the Ordinance by caption.

Mayor Alfonso explained that the Ordinance pertained to refinancing of existing debt to reduce the millage rate from .52 to .50.

Mayor Oscar Alfonso made a motion to approve the Ordinance, and Commissioner Frank Rodriguez seconded the motion.

Mayor Alfonso closed the Regular Meeting and opened the Public Hearing. No one came forward to be heard, and he closed the Public Hearing, and re-opened the Regular Meeting.

The votes on the motion carried 5-0 on a roll call vote.

- C. **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, SUPPLEMENTING ORDINANCE NO. 2010-05 ENACTED BY THE CITY ON SEPTEMBER 28, 2010, WHICH AUTHORIZED THE BORROWING BY THE CITY OF NOT TO EXCEED \$6,325,000 FOR THE PURPOSES OF (I) REFUNDING THE CITY'S OUTSTANDING GENERAL OBLIGATION NOTE, SERIES 2008, DATED SEPTEMBER 29, 2008 (THE "REFUNDED NOTE"), WHICH WAS ISSUED TO FINANCE ALL OR A PART OF THE COSTS OF THE CAPITAL PROJECT DESCRIBED IN SAID ORDINANCE AND (II) PAYING THE COST OF ISSUANCE OF THE NOTE; ACCEPTING THE PROPOSAL OF BANK OF AMERICA, N.A. ("LENDER") TO PROVIDE THE CITY WITH A LOAN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,325,000 FOR THE PURPOSE OF REFUNDING THE REFUNDED NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID LENDER PURSUANT TO WHICH THE CITY WILL ISSUE A NOTE TO SECURE THE REPAYMENT OF SAID LOAN AND WILL PLEDGE TO THE PAYMENT OF SUCH NOTE THE PROCEEDS OF AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY IN THE CITY; AUTHORIZING THE ISSUANCE OF SUCH NOTE IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,325,000 PURSUANT TO THE LOAN AGREEMENT; DESIGNATING SUCH NOTE FOR THE EXCEPTION TO THE PROVISIONS CONTAINED IN THE INTERNAL REVENUE CODE OF 1986 WHICH DENY FINANCIAL INSTITUTIONS ANY DEDUCTIONS FOR INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR OSCAR ALFONSO AND COMMISSIONER FRANK RODRIGUEZ)**

City Manager Pushkin read the Ordinance by caption.

Mayor Oscar Alfonso made a motion to approve the Ordinance, and Commissioner Frank Rodriguez seconded the motion.

Mayor Alfonso closed the Regular Meeting and opened the Public Hearing. No one came forward to be heard, and he closed the Public Hearing, and re-opened the Regular Meeting.

The votes on the motion carried 5-0 on a roll call vote.

E. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING DISTRICT MAP BY REZONING THE PROPERTY CURRENTLY IDENTIFIED IN MIAMI-DADE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0100, 7904 WEST DRIVE, BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM, LOT 6 TRACT C, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, FROM RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL DISTRICT) TO CG (GENERAL COMMERCIAL DISTRICT; REPEALING ALL MEASURES IN CONFLICT, PROVIDING FOR CODIFICATION, SEVERABILITY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR OSCAR ALFONSO AND VICE MAYOR GEORGE A. KANE)

Mayor Oscar Alfonso made a motion to approve the Ordinance, and Vice Mayor George A. Kane seconded the motion.

City Attorney Abbott swore in those individuals who indicated that they would provide testimony.

Alex David, City Planner, presented the Staff Report, and referred to reports, exhibits, and agenda items submitted during the Planning & Zoning Board Meeting, as well as Exhibits A through E, which were accepted into the record. He explained that the applicant, the City of North Bay Village, was requesting a zoning district boundary map change for Lot 6, from RM-70 to CG, General Commercial, for the other half of the Bayshore Yacht & Tennis Club. He stated that he recommended denial of the Ordinance based on the fact that Lot 6 is designated residential in the Comprehensive Plan on the Land Use Map.

Mr. David noted that the southern part of Lot 4 is designated commercial. He stated that in looking at the Comprehensive Plan, it was determined that the property could not be rezoned without a land use amendment. Therefore, he recommended denial, and the Planning & Zoning Board reviewed the Staff Report and made two motions to recommend approval of amending the Zoning District Map from RM-70 to CG (General Commercial) subject to approval of the land use change, concerning Lot 6 and to deny the request for the change from RM-70 to CG based on the inconsistency of the rezoning with the Comprehensive Plan. Both motions failed 2-2; therefore, the Board did not submit a recommendation.

Mayor Alfonso explained that a permit was granted to construct the building without changing the zoning on the two parcels that have been unified by title. He described the property with a line dividing the two parcels, where a coffee shop would be allowed on the commercial side next to a residential unit. He spoke about the City Clerk requiring a letter from the condominium association before issuing a business license.

The City Clerk concurred.

Mayor Alfonso suggested that the property should be brought into uniformity, since it does not make sense to make one half one way and one half the other way. He stated that if the property is down zoned, the City can be sued under the Bert J. Harris Act to recover the lost value. He asked the City Attorney if he agreed that up-zoning the property will improve the value, in most instances.

City Attorney Abbott replied that commercial designation is generally thought to increase the value of property.

City Planner David stated that the problem with the zoning has been ongoing for almost 50 years. He mentioned the commercial floors on the ground floor to service the island, which makes sense from a planning perspective. However, he did not know the reason from a zoning perspective.

Vice Mayor Kane mentioned that the building was originally built as a hotel/motel with convenience stores and restaurants on the residential side and residences on the commercial side. He suggested that once a building is recognized as having a marina and other commercial components, the use should be changed to accord it to what exists. And the condominium association could make its own rules and regulations on what can be where.

City Planner David explained his denial of the request because of its inconsistency with the Comprehensive Plan. He suggested that mixed use should continue along the causeway, since it is already in the Comprehensive Plan. He stated that the building is truly mixed use, since it does have commercial on the first floor.

Mayor Alfonso stated that when the mixed use zoning was approved, the intent was to force the upcoming buildings to have retail on the ground floor.

Commissioner Trujillo reminded his fellow commissioners that the Grandview Palace property was zoned differently, RM-70 and CL, as opposed to GC like 7904 West Drive. Additionally, the commercial units are only located on the ground floor of the property.

Mayor Alfonso spoke about possible litigation due to down zoning of the property under the Bert J. Harris Jr. Act. He spoke about the positive effects of up-zoning the property, which would result in an increase in value.

Mr. David stated that, generally, commercial is more valuable.

Vice Mayor Kane spoke of people's investment and their right to do business potentially being put in danger because of the limited commercial designation. He suggested that the City Commission should move forward, accept the identification in zoning, and amend the Land Use Map to coincide with what exist today to correct mistakes that were already made.

Stephen Fein, counsel representing Bayshore Yacht & Tennis Club, 7904 West Drive, addressed the Commission and described the property as a residential condominium with 14 commercial units and 149 residential units since 1979, with commercial units on the ground floor that are not accessible through the lobby, only from the outside. Other than those commercial units, 149 units are owned by individuals who reside there or rent out the units. Mr. Fein informed the Commission that he was present to discuss the one one-half residential units that are located on the penthouse floor. He advised the Commission that it is being asked to rezone a residential condominium building to accommodate Al Coletta, who has owned all three penthouse units for a long period of time. He noted that Mr. Coletta has appeared before previous Commissions on multiple occasions. Additionally, he appeared in 1999 in opposition to precisely the same ordinance before the Commission today, and it was defeated.

Mr. Fein explained that there were two other proposals that varied slightly, and both were defeated. Mr. Coletta then sued the City under the Bert J. Harris Act, and the City prevailed. He informed the Commission that it was not being asked to do the right thing or to rezone a condominium because it straddles two lots differently, but to rezone a residential condominium building to satisfy the needs and wants of one condominium unit owner. He explained that Mr. Coletta has the right to utilize the penthouse units for commercial use, whether as a club or a restaurant-something that makes music, which is specified in the condominium documents.

Mayor Alfonso clarified that the uses can be granted if the condominium association grants permission and the City Clerk issues the license.

Mr. Fein stated that from the standpoint of the condominium association, Mr. Coletta will not need permission, since the uses are allowed. He added that Mr. Coletta's problem is that one and one-half of the penthouse units happen to be located on the residential side and those units cannot be made into a restaurant or bar. He spoke about the downside to the proposal with 146 residential units occupied by single women, men, families, and children. Mr. Fein explained that if those units are used for commercial, the lobby will no longer be locked and secured, since there will be people from the outside coming to the commercial space, because there is no other access to the building.

Mayor Alfonso asked about commercial uses on the outside of the building.

Mr. Fein stated that he was referring to the penthouse on the top of the building, which is what the rezoning will accomplish, not the units on the first floor. He stated that the first floor is being used as commercial, and the association documents permit that use.

Mayor Alfonso asked Mr. Fein if he was concerned that the lobby will be used for access to the penthouse.

Mr. Fein stated that the only way to get to the penthouse is to go into the residential lobby, and take the residential elevator.

Mayor Alfonso asked if the elevator goes all the way to the penthouse.

Mr. Fein stated that the elevator stops a floor short of the penthouse, and people who would want to go to the restaurant or club, would have to walk out of the elevator up the steps.

Mayor Alfonso opined that people visiting a club or disco would want to get there right away, rather than travel one flight of stairs. He indicated that he was not convinced, since it did not make sense.

Mr. Fein stated that the proposal before the Commission is to allow one and one half residential zoned units to become restaurants or what have you. He noted that the issue has been going on for 30 years.

Mayor Alfonso questioned why someone who has owned the property for 30 years would want to invest money for the purpose of a club today, when others have tried and failed, instead of selling the property. He stated that it would make more sense to put a Houston's or an architectural firm, which would bring business and commerce into the City, and possibly bring the building out of bankruptcy, and at the same time, allow the City to take advantage of the location in the middle of Biscayne Bay. He asked if the property were rezoned and one and one-half of the 3 units were commercial, if it would change the condominium documents.

Mr. Fein stated that if the property were rezoned to commercial, the condominium documents would then compel the association to permit that use, subject to what the City has said in connection with the zoning. He explained that since 1999, when he was initially involved, the issue has not been about having an architectural firm or any other use there; it has been about having a club.

Mayor Alfonso asked Mr. Fein if he has ever asked Mr. Coletta if his intentions were to start a club there.

Mr. Fein stated that he did not ask Mr. Coletta tonight. However, he asked him, and he spoke to his attorney a dozen times when the matter previously came before the Commission, and the answer was yes.

Mayor Alfonso stated that he did not believe Mr. Coletta intended to have a club there. He clarified that the matter was not about Mr. Coletta. He spoke about introducing the item without being influenced by anybody. The Mayor discussed that he was totally convinced that the proposal was the best and most responsible way to address the matter, especially after speaking with a resident of Bayshore, Yacht & Tennis Club, who provided information that he researched and after discussing several issues with some of the staff.

Mr. Fein advised the Commission that if it voted on the matter tonight, moves forward, and approve the proposal, it will be making a terrible mistake. He stated that the City Planner made recommendations to the Planning & Zoning Board and to the Commission to deny the request for the zoning district map change to rezone Lot 6, Tract C from RM-70 to CG. He argued that the Planner's recommendation was not made because of his personal feelings or beliefs, as the Commission has beliefs that commercial is the highest and best use, but the recommendation is much more specific, narrow, and legal based on the fact that if the proposal is approved, the property will be inconsistent with the City's Comprehensive Plan, which is illegal. Additionally, the Florida Supreme Court addressed the exact issue in the case of The Board of County Commissioners of Brevard County vs. Schneider, where it held that a landowner seeking to rezone property has the burden of proving that the proposal is consistent with the Comprehensive Plan. He advised the Commission that the rezoning cannot be done as told to the Commission by the City Planner, because to rezone would be in direct contravention and violation of the City's Comprehensive Plan. Mr. Fein referred to a 3rd DCA case, Brevard Kendall Homeowners Association vs. Metropolitan Dade County Board of County, which examined the concept of spot zoning. The court defined spot zoning as a rezoning which creates a small island of property with restrictions on its use different from that of surrounding properties solely for the benefit of a particular property owner. He suggested to the Commission that if it ignores the advice of the City Planner and the law, it would at least want to consider the 3rd DCA case, since it clearly defines that what the Commission is considering doing is spot zoning, since it will be benefiting one unit owner of the one and one-half units to the detriment of 146 other unit owners.

Mr. Fein responded to comments that the possibility of an architectural firm buying or leasing the space will take the association out of bankruptcy. He stated that it will not occur, since Mr. Coletta has paid his maintenance fees and has been a good owner. He advised that not approving the proposal before the Commission will benefit the association; and he asked the Commission not to approve the proposal.

Al Coletta, of 7904 West Drive, addressed the Commission and stated that he did not understand how there would be no detriment if half of the property were used for a restaurant/club and detriment if the whole place was used. He stated that through the condominium documents, he has all the rights to do anything on half of the units, which would not hurt the unit owners. He stated that he has paid taxes and maintenance for 32 years. He insinuated that the unit owners wanted to get him out of the building.

Mr. Coletta explained the problem with the building of being split down the middle. He expressed concern that the property is sitting dead and costing him. He mentioned that the residents of the condominium gave up the parking, and now they have no parking. He spoke of the unit owners being allowed to obtain parking stickers from the City to park on the street. He referred to the Grandview Palace property that had to buy extra parking spaces, because the City would not allow them to build without sufficient parking.

Commissioner Trujillo stated that in the 32 years Mr. Coletta could have converted the units into some type of residential use.

Mr. Coletta stated that it does not pay.

Commissioner Trujillo mentioned his visit to the building on four occasions. He mentioned that if the units were going to be used for a restaurant, certain number of spaces per square foot for parking would be required. He added that if the units were used for residential, he did not think that Mr. Coletta would have much problem with ADA regulations, whereas with commercial, there has to be strict ADA access.

Mr. Coletta explained that the last time the elevator was rebuilt, it was to be brought up to code. He discussed his meetings with ADA attorneys and found that in Atlanta, Georgia, the rules are that if the elevators were built before there were ADA rules; they do not have to be changed. However, with the local regulations, once the elevators are completely rebuilt, they have to be brought up to code. He mentioned paying his share four times for the elevator to be rebuilt and at least 10 times for it to be partially rebuilt; and he never had use of the elevator.

Discussion took place regarding the rebuilding elevators and bringing them up to code.

Manuel Iturriaga of 7904 West Drive, Unit 406, and president of Bayshore Yacht & Tennis Club Condominium Association, addressed the Commission and clarified that the Condominium Bylaws only allow denial of a request from one of the unit owners if there wasn't a plan for sufficient parking spaces or if there was an increase in the premium of the insurance policy.

Vice Mayor Kane asked if they can change the condominium bylaws.

Mr. Iturriaga stated that the issue has to do with accountability, since the unit owners all bought under certain conditions, under the bylaws, and under restrictions, that certain parts of the building was going to be commercial and certain parts residential, like Mr. Coletta when he bought his unit 32 years ago. He questioned why it is right to now allow Mr. Coletta to make the units commercial because of the economic strain that he may be under.

Mayor Alfonso asked if Mr. Coletta could make half a bar.

Mr. Iturriaga stated that Mr. Coletta cannot make it half of a bar because it is not an economically feasible endeavor. He informed the Commission that it was making the issue the problem of the condominium association by granting the opportunity to Mr. Coletta to make the units commercial. He cautioned the Commission members that the City Planner, the attorney for the condominium association, and another attorney will advise them that what they are doing is illegal. He suggested that the Commission meet with its attorney and legal staff to see if it has a right to take such action. He advised the Commission that the attorney for the condominium brought up legal cases, which showed that the proposal should not be approved.

Mayor Alfonso stated that the Commission was making the property uniformed.

Mr. Iturriaga advised that the Commission will be receiving petitions with 128 signatures of the 160 unit owners that are available, from people who have invested in the community and have bought under the same conditions as Mr. Coletta, stating that they do not want the rezoning. He asked the Commission what gives it the right to make a decision for the condominium owners who have bought, invested, and have lived in the building 15, 20, and 30 years, because it feels that it is going to increase the values.

Mayor Alfonso mentioned that they can change the bylaws and impose restrictions.

Mr. Iturriaga informed the Commission that the condominium association will file a lawsuit, if the City proceeds to approve the rezoning.

Mayor Alfonso stated that he was focusing on two tracts of land that have one structure, and not on any individual.

Commissioner Trujillo read a letter into the record dated June 30, 2010 from former City Attorney Joseph S. Geller where the 3rd DCA ruled on the claim by Al Coletta against the City under the Bert J. Harris Act, which addressed the matter of spot zoning.

Commissioner Trujillo stated that the rezoning would only benefit Mr. Coletta, and 128 of the unit owners have said no to the rezoning.

Britt Reeves, of Bayshore Yacht & Tennis Club, addressed the Commission and questioned why somebody has not already taken one of the units that can be used for commercial, since a commercial use will increase the value. He explained that the plan has to be done correctly with the amendment to the Comprehensive Plan, and providing the right type of commercial uses. He stated that he has nothing against Mr. Coletta. However, most of the 163 units in the building are residential. He indicated that he would be apt to sit down and talk to Mr. Coletta about what type of commercial use to put there, perhaps office, for the commercial to work, since it has to be done right. He advised that they will go to court if they have to. He mentioned an experience with Grandview Palace where the club generated noise, and the issue was resolved after meeting with the club owner.

Mayor Alfonso asked if the condominium association had considered purchasing the property from Mr. Coletta and operating an upscale restaurant, which would allow them to collect rent. He opined that most of the time commercial properties are worth more than residential properties.

Mr. Reeves stated that the numbers in their building reflect the opposite. He stated that if it were planned differently, it may be right. However, it is not planned differently, and there has to be work to get it done.

Vice Mayor Kane stated that Gator Harbor West, Bayshore Yacht & Tennis Club, and Grandview Palace should be mixed use. He spoke about trying to get the City out of litigation and letting the owners of Bayshore Yacht & Tennis Club do what they would like with the building. He stated that the condominium association has the right to make whatever requirements they want for sound insulation, parking usage, etc., and remove the City from the matter.

Mr. Reeves stated that if Mr. Coletta came to them with a plan in writing of what he wants to do, they can discuss it as a board and talk to everybody in the community and see what they like. He mentioned that there is no parking for the building. He suggested that the parking be replaced on the landscaped area in front of the 360 building, which was taken away from the residents.

Mayor Alfonso clarified that the parking in front of the 360 was previously used for public parking, but it was landscaped. It never belonged to the residents of the condominium association.

Mr. Reeves stated that the space is not serving any purpose. He stated that if the property can go up in value, it has no parking. He expressed concern that people from Bayshore have to park a mile down the street.

Maria Garcia, of 7904 West Drive, Unit #415, addressed the Commission and stated Bayshore's position that to convert the building in whole or in part to commercial use is not compatible with the current use of Bayshore Yacht & Tennis Club. She submitted into the record the Minutes of previous Commission Meetings and the Planning & Zoning Board Meeting where similar issues were heard, a DVD of the November 9, 1999 Commission Meeting where the exact same issue was heard, petitions opposing the zoning change signed by unit owners, and petitions previously filed with the City. Ms. Garcia clarified that the Bayshore Yacht & Tennis Club building was a hotel, which went out of business, and subsequently became a residential condominium in 1979 with 163 residential units and 14 nonconforming commercial units, which are owned by Bayshore with the common elements. She clarified that Bayshore never operated a penthouse on the top floor and stated that that the penthouse could not ever be used as a nightclub, since the building became a condominium in 1970. She referred to a letter from the City of North Bay Village dated July 25, 1979, which stated that under no circumstances, was the penthouse located on the top floor was to be used as a bar and lounge.

Ms. Garcia mentioned that Mr. Coletta purchased the penthouse in 1981, and it was never operated as a nightclub by him, after it became a condominium. She submitted articles from the *Miami Herald* regarding a similar issue in 1979 with comments by Mr. Coletta after the issue was voted down 4-1. She noted that the matter had gone before the 3rd DCA twice, where the decision of the lower court was upheld. In 2003 a similar matter went before the 3rd DCA under a Bert J. Harris Act, Jr. claim, and Mr. Coletta was defeated.

Ms. Garcia discussed that Bayshore does not oppose the use of Mr. Coletta's properties, but intends for Mr. Coletta to use the residential units as such and the commercial as such. She submitted a page of the declaration of condominium as Exhibit 2 showing that 92% of the building is residential, 2.5% is the penthouse, and that 5% is nonconforming commercial use; Page 229 of the Official Record of Miami-Dade County, 20273 with a layout of the 11th floor; pictures of the common elements and the entrance to the penthouses; pictures showing the limit between the residential Lot #6 and the commercial Lot #4, with 90 apartments on the commercial lot and 70 apartments with commercial and the three (3) penthouse units; a Site Plan dated May 15, 1978, and a diagram showing Lot 4. Ms. Garcia stated that the proposed Ordinance lacks 163 folio numbers of people affected by the rezoning. She expressed agreement with the recommendation of the City Planner that the request to rezone the property from residential to commercial, if approved, will be inconsistent with the City's Comprehensive Plan, since Bayshore is a residential building; and the owners do not want it to become commercial.

Mayor Oscar Alfonso moved from the Chair and made a motion to extend the meeting by 15 minutes. Vice Mayor George A. Kane seconded the motion, which carried 5-0.

Maria Garcia suggested that there was a conflict of interest since Mayor Alfonso and Vice Mayor Kane introduced the ordinance, which would benefit only Mr. Coletta; and the Vice Mayor had conducted business with Mr. Coletta regarding the permitting process for his marina.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission and stated that Bayshore Yacht & Tennis Club was a rental building before it became a condominium. She mentioned that the penthouse was a nice place to have drinks and look at the beautiful view, and it was never noisy. She stated that there was previous discussion about a glass elevator being installed on the outside of the building.

Graham Penn, of Bercow Radell & Fernandez, P.A., 200 S. Biscayne Boulevard, Suite 850, Miami, Florida, addressed the Commission on behalf of Indigo Loft property and Gator Harbor West. He advised the Commission that the process was being done wrong. He concurred with the planner's position on the consistency of the ordinance. He stated that under Florida law, any development order, including a rezoning action like the one being addressed needs to be consistent with the Comprehensive Plan. He advised that if the properties are rezoned, anyone who has opposition will sue the City, and they will win.

He mentioned that the City has a really good opportunity to finally start taking advantage of its greatest asset, which is the Biscayne Bay access. He noted that the marine is very important and can be more important towards the City. He suggested that it may be a good idea to look at some type of mixed-use development supportive of restaurants, clubs, hotels, etc. within zoning controls, for bayside properties on West Drive north to the park side, which would include the Indigo property. He advised that the properties cannot be rezoned right now. He stated that in order to make that development possible, the Commission first has to either re-designate the land from residential to commercial which is the easiest way-the fastest way to do it and at the same time or afterwards, the zoning can actually take place, which would be consistent with that designation. He stated that it is known that the commercial land use designation allows residential, so that is not a problem. The issue is the opposite, in putting commercial in residential. He suggested that the Commission take action to re-designate the land from residential to commercial. He urged the Commission to take the steps that are necessary to rezone the properties the right way, which means not passing these ordinances right now, because all it means is trouble for the City.

Vice Mayor Kane asked about the time frame for modifying the Comprehensive Plan.

Mr. Penn stated that if the Commission took their suggestion and took the land to the causeway north, which is less than 10 acres, which would be considered a small scale Comprehensive Plan amendment under Florida law, the change can be done as if it were a rezoning. It would require the necessary analysis and re-designation of the properties on the Plan. It would not need go to Department of Community Affairs. He stated that Dade County does the process in about six months; and he suggested that it can be done in three months and be paralleled, in working on the zoning action at the same time. He stated that as long as the Comprehensive Plan is amended, and thereafter, even in same hearing, the zoning is change; that would be the proper process. He suggested that it can also give the City the opportunity to change the zoning in a comprehensive way, and not by individual tracts. Additionally, measures can be included in the zoning action that enhances the bay and bay access, etc.

Mr. Penn expressed his personal opinion that there was no doubt that if this ordinance passes, and the condominium association sues the City, it would win.

Vice Mayor Kane asked City Attorney Abbott if he concurred with the analysis by Mr. Penn.

Mr. Abbott said yes.

Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, was sworn in by City Attorney Abbott. Ms. Sonnett-Selwyn addressed the Commission and recalled the history of the situation where the zoning was initially incorrect because it was split; the hotel was built, and it had two different zoning of residential and commercial. She questioned why the penthouse cannot be commercial similar to the ground floor. She stated that talk about a club being in the penthouse is old, since she has not heard such for years. She suggested that it was time for the zoning to be corrected to make it commercial, so that Mr. Coletta can do something with the area. She mentioned that it is time to resolve the issue.

Mayor Alfonso closed the Public Hearing and opened the Regular Meeting.

Vice Mayor Kane suggested that the ordinance be tabled given the presentation he heard tonight and the opinion of the City Attorney. He spoke about directing staff and the City Planner to prepare the Comprehensive Plan and zoning changes in the three-month time frame that was discussed.

Mayor Alfonso suggested that the proposal should be approved on first reading and the Commission should direct staff to immediately fast track the process for the land use amendment.

Vice Mayor George A. Kane stated that the Commission should vote on the ordinance as submitted and direct staff to do the Comprehensive Plan modifications as the attorney noted and to do the zoning to fast track the process. He asked Mr. Penn to work with Mr. David on the matter.

Mayor Oscar Alfonso moved from the Chair and made a motion to approve the Ordinance on first reading and to direct staff and the City Planner to prepare the Comprehensive Plan modifications and zoning changes in the three-month time-frame discussed. Vice Mayor George A. Kane seconded the motion.

City Planner David clarified the motion to amend the Zoning Map from RM-70 to CG subject to the approval of a land use amendment for the four parcels.

Vice Mayor Kane stated that the parcels to be rezoned include Bayshore Yacht & Tennis Club, Gator Harbor West, Indigo Lofts, and Grandview Palace.

Mayor Alfonso suggested that Grandview Palace not be included.

The votes on the motion were as follows: Commissioner Reinaldo Trujillo-No, Commissioner Paul Vogel-Yes, Commissioner Frank Rodriguez-Yes, Mayor Oscar Alfonso-Yes, and Vice Mayor George A. Kane-Yes. The motion carried 4-1.

Mayor Alfonso made a motion to direct the staff to fast track a Comprehensive Plan modification to accommodate the rezoning for the Bayshore Yacht & Tennis Club, Gator Harbor West, and Indigo Lofts, and Vice Mayor George A. Kane seconded the motion.

City Attorney Abbott explained that the particular item being addressed does not require approval by the Planning & Zoning Board for the zoning change. However, it will need to be heard by the Board for the Comprehensive Plan amendment. He stated that the motion was clear that for the other referenced properties, staff will process a Comprehensive Plan amendment, as well as the proposed zoning change, while a promise cannot be made when it will be done.

The votes on the motion were as follows: Commissioner Reinaldo Trujillo-Yes, Commissioner Paul Vogel-Yes, Commissioner Frank Rodriguez-Yes, Mayor Oscar Alfonso-Yes, and Vice Mayor George A. Kane-Yes. The motion carried 5-0.

Mayor Oscar Alfonso moved from the Chair and made a motion to extend the meeting by five (5) minutes, and Commissioner Reinaldo Trujillo seconded the motion, which carried 5-0.

- E. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING DISTRICT MAP BY REZONING THE PROPERTY CURRENTLY IDENTIFIED IN MIAMI-DADE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-001-0110, 7910 WEST DRIVE, GATOR HARBOR WEST, LTD., LOTS 8, 10, AND 12, TRACT C, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, FROM RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL DISTRICT) TO CG (GENERAL COMMERCIAL DISTRICT); REPEALING ALL MEASURES IN CONFLICT, PROVIDING FOR CODIFICATION, SEVERABILITY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)**

Vice Mayor George A. Kane made a motion to defer Item 2E. Mayor Oscar Alfonso seconded the motion, and all voted in favor.

- F. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORTH BAY VILLAGE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)**

The City Clerk read the Resolution by title.

Vice Mayor George A. Kane made a motion to approve the Resolution, and Commissioner Reinaldo Trujillo seconded the motion, which carried 5-0 on a roll call vote.

- G. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT FOR THE CITIES OF MIAMI GARDENS, DORAL, AND CUTLER BAY, AND URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE THESE THREE CITIES WITH THEIR RIGHTFUL SHARE OF PEOPLE'S TRANSPORTATION PLAN SURTAX FUNDING FROM THE COUNTY'S 80% SHARE OF THE SURTAX, AS ORIGINALLY NEGOTIATED IN GOOD FAITH AND AGREED TO BY MIAMI-DADE COUNTY IN 2002, AND AS CURRENTLY REQUIRED BY MIAMI-DADE COUNTY ORDINANCE NO. 02-116. (INTRODUCED BY MAYOR OSCAR ALFONSO)**

The City Clerk read the Resolution by title.

Mayor Oscar Alfonso moved from the Chair and made a motion to approve the Resolution, and Vice Mayor George A. Kane seconded the motion, which carried 5-0 on a roll call vote.

Commissioner Reinaldo Trujillo made a motion to approve the Resolution, and Vice Mayor George A. Kane seconded the motion. The votes were as follow: Commissioner Reinaldo Trujillo-Yes, Commissioner Paul Vogel-Yes, Commissioner Frank Rodriguez-No, Mayor Oscar Alfonso-No. The motion carried 3-2.

B. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL OPERATING BUDGET FOR FISCAL YEAR COMMENCING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER REINALDO TRUJILLO)

The City Clerk read the Resolution by title.

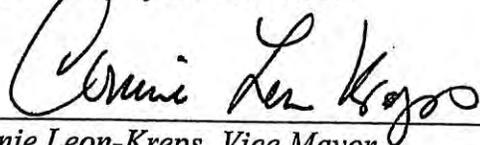
Commissioner Reinaldo Trujillo made a motion to approve the Resolution, and Vice Mayor George A. Kane seconded the motion. The votes were as follow: Vice Mayor George A. Kane-Yes, Commissioner Reinaldo Trujillo-Yes, Commissioner Paul Vogel-Yes, Commissioner Frank Rodriguez-No, Mayor Oscar Alfonso-No. The motion carried 3-2.

3. ADJOURNMENT

Prepared and submitted by:

*Yvonne P. Hamilton, CMC
City Clerk*

*Adopted by the City of North Bay Village on
this 11th day of October 2011.*



Connie Leon-Kreps, Vice Mayor

(Note: This document does not reflect a true verbatim record of the meeting. This is a summarization of the proceedings. A copy of the audio recording is available at the City 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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 13, 2015

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

RECOMMENDED BY STAFF: Frank K. Rollason, Village Manager

PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk

SUBJECT: Appointment of North Bay Village Liaison to Pelican Harbor Seabird Station

RECOMMENDATION:

It is recommended that the Village Commission consider appointing a North Bay Village Liaison to the Pelican Harbor Seabird Station.

BACKGROUND:

Doris O'Hare is interested in serving in the capacity of the North Bay Village Liaison. However, Christopher Boykin, Executive Director of the Pelican Harbor Seabird Station, has informed us that, North Bay Village Resident, Neil Krasner is a long-time volunteer with the station, and he has recommended that Mr. Krasner be appointed as the liaison.

BUDGETARY IMPACT:

There is no budget impact.

PERSONNEL IMPACT:

There is no personnel impact.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

Yvonne Hamilton

From: Connie Leon-Kreps
Sent: Sunday, September 20, 2015 9:51 PM
To: Yvonne Hamilton; Jenorgen Guillen
Subject: FW: Reply to Mayor Kreps
Attachments: Reply to Mayor Kreps

From: Christopher Boykin [<mailto:christopher@pelicanharbor.org>]
Sent: Thursday, September 17, 2015 12:18 PM
To: Connie Leon-Kreps
Cc: neilkrasner@hotmail.com
Subject: FW: Reply to Mayor Kreps

Hi Mayor Leon Kreps,

Neil Krasner is a North Bay Village resident and long-time volunteer with the Seabird Station. We ask that he be appointed as our liaison with North Bay Village.

Please let us know if you would like to meet briefly in advance of one of your upcoming commission meetings.

Best,

Christopher Boykin
Executive Director
305.762.7633 | PelicanHarbor.org



MONTHLY STAT REPORTS

**NORTH BAY VILLAGE POLICE DEPARTMENT
CODE ENFORCEMENT UNIT
REPORT FOR SEPTEMBER 2015**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED	3	4	2	9
LANDSCAPING NOT MAINTAINED	4	3	5	12
EXCESSIVE YARD WASTE/TRASH PILES OUT	7	3	3	13
COMMERCIAL VEHICLE NOT PROPERLY MARKED	1		5	6
SIGN IN DISREPAIR/ILLEGAL SIGN	2	10	6	18
DUMPING/LITTER	2	3	1	6
TRASH/RECYCLE CANS VIOLATION		3	4	7
TRASH/RUBBISH/DEBRIS	1	4	4	9
FENCE IN DISREPAIR	3	2	2	7
BUILDING MAINTENANCE VIOLATION		3	1	4
DUMPSTER VIOLATION		1	4	5
CONSTRUCTION SITE VIOLATION	1		1	2
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY	2			2
WORK WITHOUT PERMITS/FAIL TO DISPLAY	2	1	14	17
ZONING/PERMIT/PLAN REVIEW		1	1	2
ILLEGAL FISHING		1		1
ILLEGAL PARKING	3	3	1	7
OTHER		1		1
TOTAL INCIDENTS	31	43	54	128
Phone Calls	24	40	26	90
Meetings /with property owner/contractor	13	16	9	38
Initial Inspections	18	33	41	92
Reinspections	45	54	49	148
Complaints Received	7	12	18	37
Case Closed	8	10	8	26
Lien Search		10	21	31
Verbal Warnings Issued	6	8	10	24
Written Warnings Issued	13	14	23	50
Citation issued/Fines charged	3	3	11	17
Business Tax Receipt/License Review			1	1
Red Tag or Notice Posting	1		3	4

NORTH BAY VILLAGE

MONTHLY REPORTS 2014-15

BUILDING DEPT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
PERMITS/UPFRONT FEES/HOLD HARMLESS/ EXTENSIONS/CERT OF COMPETITION/CERT OF OCCUPANCY/REINSPECTI ON /BLDG													
RECEIPTIFICATIONS	\$32,881.05	\$19,322.41	\$82,316.58	\$14,308.27	\$47,835.30	\$297,750.90	\$172,182.52	\$46,255.19	\$84,208.67	\$24,163.68	\$31,919.74	\$23,649.01	\$876,793.32
VISITORS	129	106	108	92	116	138	139	143	*	187	191	164	1513
PERMIT APPLICATIONS/ REVISIONS	103	102	44	41	51	95	94	68	108	99	85	72	962
BLDG INSPECTIONS/REVIEW	131	142	133	131	93	118	94	120	136	171	142	105	1516
ELEC INSPECTIONS	49	44	47	43	63	73	58	49	61	54	43	35	619
MECH INSPECTIONS	23	15	36	13	26	35	32	30	30	7	11	6	264
PLUMBING INSPECTIONS	52	44	43	24	67	84	82	64	79	67	35	41	682
STRUCTURAL REVIEWS	11	14	7	27	12	*	3	16	14	26	16	5	151

*Not available

NORTH BAY VILLAGE
MONTHLY REPORTS 2014-15
ADMINISTRATION

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
VISITORS	130	69	105	88	131	95	125	168	226	187	157	161	1642
PASSPORT ISSUED	28	24	13	30	27	58	68	78	87	58	42	40	553
NOTARY SERVICES	0	0	0	1	0	6	16	17	15	19	20	7	101
TAX RECEIPTS (OCCUP LICENSES)	\$16,459.00	\$3,292.75	\$2,229.07	\$590.05	\$1,224.06	\$2,950.50	\$1,055.40	\$4,475.01	\$3,032.00	\$66.50	\$416.50	\$27,511.38	\$63,302.22
LIEN SEARCH/REQUESTS FOR INFORMATION:	72	50	49	53	25	86	55	52	57	48	50	57	654
POST OFFICE	616	574	940	738	710	912	858	908	904	961	849	876	9846
ATS (AMERICAN TRAFFIC SOLUTIONS PRIOR TO 7/1/10) HEARINGS IN NBV	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	N/A	0
LAF (NBV-AFTER 7/1/10) HEARINGS IN MDC	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	N/A	0

* INFO NOT AVAILABLE

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NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TYPES OF CRIMES												
FELONIES												
HOMICIDE												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0			
N BAY ISLAND	0	0	0	0	0	0	0	0	0			
HARBOR ISLAND	0	0	0	0	0	0	0	0	0			
ATTEMPT BURGLARY												
TREASURE ISLAND	0	1	1	0	0	2	0	0	0			
N BAY ISLAND	0	0	0	0	0	0	0	0	0			
HARBOR ISLAND	0	0	0	0	1	0	0	0	0			
BURGLARY STRUCTURE												
TREASURE ISLAND	0	0	1	1	0	0	1	2				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	2	1	1	0	0	0	0				
BURGLARY RESIDENCE												
TREASURE ISLAND	0	0	0	0	1	1	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	2	0	0	0	0	0	0				
BURGLARY VEHICLE												
TREASURE ISLAND	1	2	0	0	3	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	1	0	1	0	2	0	0	1				

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NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

<u>ROBBERY ARMED</u>													
TREASURE ISLAND	0	0	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0	1				
<u>ROBBERY STRONGARM</u>													
TREASURE ISLAND	0	0	0	1	0	1	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	1	0	0	0	0	0	0				
<u>SEXUAL BATTERY</u>													
TREASURE ISLAND	0	0	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0	0				
<u>AGG BATTERY/ASSAULT</u>													
TREASURE ISLAND	1	1	0	0	0	1	0	2					
N BAY ISLAND	0	0	0	0	0	1	0	0					
HARBOR ISLAND	0	1	1	1	0	0	0	0					
<u>FRAUD GENERAL</u>													
TREASURE ISLAND	4	0	0	2	1	0	1	1					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	1	0	0	0	1	1	2					

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NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

<u>CC FRAUD</u>													
TREASURE ISLAND	0	0	0	0	1	1	0	0					
N BAY ISLAND	0	1	0	0	0	0	0	0					
HARBOR ISLAND	1	0	0	0	0	0	0	0					
<u>ID THEFT</u>													
TREASURE ISLAND	0	1	4	0	0	1	0	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	2	0	0	1	0	0	0	0					
<u>INTERNET FRAUD</u>													
TREASURE ISLAND	0	0	0	0	0	0	0	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0	0					
<u>GRAND THEFT</u>													
TREASURE ISLAND	2	0	2	0	1	2	1	4					
N BAY ISLAND	1	0	0	0	0	0	0	0					
HARBOR ISLAND	1	2	0	2	0	1	3	1					
<u>MOTOR VEHICLE THEFT</u>													
TREASURE ISLAND	2	1	2	2	1	0	0	2					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	2	0	1	0	0	0	0					
TOTAL FELONIES	16	17	14	12	11	12	7	16	0	0	0	0	0

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NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

MISDEMEANORS												
SIMPLE BATTERY												
TREASURE ISLAND	1	2	1	1	3	0	0	2				
N BAY ISLAND	0	0	0	0	0	0	1	0				
HARBOR ISLAND	0	0	0	0	0	0	1	1				
DOMESTIC BATTERY												
TREASURE ISLAND	0	2	0	0	2	0	1	2				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	2	0	1	0	0	0	0	0				
ASSAULT												
TREASURE ISLAND	0	0	0	0	0	0	1	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	1	0	0				
VERBAL THREATS												
TREASURE ISLAND	1	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0		0	0	1	0	0	0				

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NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

<u>THEFT GENERAL</u>													
TREASURE ISLAND	0	0	0	6	1	0	1	4					
N BAY ISLAND	0	0	0	0	0	1	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0	1					
<u>STOLEN DECAL</u>													
TREASURE ISLAND	0	0	0	0	0	0	1	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	1	0	0	0	0	0	0	0					
<u>STOLEN TAG</u>													
TREASURE ISLAND	0	0	0	2	1	0	1	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0	0					
<u>DUI</u>													
TREASURE ISLAND	0	0	1	0	0	0	0	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0	0					
TOTAL MISDEMEANORS	5	4	3	9	8	2	7	10	0	0	0	0	0

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NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

ARRESTS													
ARREST TYPES													
FELONY	2	7	6	3	2	3	1	1					
MISDEMEANOR	4	1	6	2	6	0	5	6					
BENCH WARRANT	0	1	0	1	0	0	2	1					
CRIMINAL CITATIONS	4	11	10	4	4	6	1	1					
TOTAL ARRESTS	10	20	22	10	12	9	9	9	0	0	0	0	0
INVESTIGATIONS													
CARRY OVER PRIOR	47	63	63	58	36	42	21	12					
NEW INVESTIGATIONS	22	20	22	16	14	11	8	21					
CASES CLEARED	3	5	10	7	6	12	6	2					
CLEARANCE RATE	4.00%	6.00%	15.00%	9.00%	12.00%	22.60%	20.00%	9.00%					
BACKGROUND INVEST.	5	4	1	3	3	3	3	0					

TRAFFIC	142	108	122	63	113	96	97	141					
PARKING	123	127	135	222	148	80	69	124					
CRIMINAL CITATIONS	4	11	10	4	4	6	1	1					
TOTAL CITATIONS WRITTEN	269	246	267	289	265	182	167	266	0	0	0	0	0
CAUSEWAY CITATIONS	101	85	103	58	111	89	80	119					

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOTAL CALLS FOR SERVICE	2,547	2166	2595	2863	2817	2203	2029	1774				
<u>HOW RECEIVED</u>												
911 RADIO	29	25	25	13	16	12	20	24				
MUNICIPAL RADIO	27	23	25	35	28	23	29	34				
WALK IN	14	13	16	17	15	16	14	18				
TELEPHONE	189	202	237	245	225	219	241	262				
OFFICER INITIATED	2,263	1884	2248	2496	2508	1889	1692	1402				
<u>REPORT TYPES</u>												
MISC INCIDENT	34	29	49	25	32	33	36	25				
OFFENSE INCIDENT	32	26	36	30	22	26	20	27				
CRASH REPORT	3	12	14	8	13	10	8	8				
HIT AND RUN	2	1	0	5	4	0	2	2				
FIELD INTERVIEW	2	4	4	2	1	1	1	0				
CODE WARNINGS	10	10	1	2	9	1	1	7				
CODE VIOLATIONS	1	2	1	0	0	1	0	1				
<u>AVERAGE RESPONSE TIME</u>												
TOTAL TIME (MIN)	3,862	3127	5275	3411	3606	4837	14,058	4313				
TOTAL AVERAGE (MIN)	2.50	2.29	3.23	1.97	2.27	3.89	11.93	5.35				
PRIORITY CALLS	3.05	4.55	2.77	5.19	2.96	7.41	4.56	3.03				
ROUTINE CALLS	6.42	5.62	9.22	4.78	4.01	6.44	53.90	9.28				
BUSY TIME	2,750	1809	2785	1664	2024	3130	1428	1814				
COURT/DEPO	233	229	261	314	469	219	134	76				
UNCOMMITTED TIME (MIN)11	879	1089	2229	1433	1113	1488	12,496	2423				

NORTH BAY VILLAGE POLICE DEPARTMENT

CAUSEWAY CITATION COUNT INFORMATION FOR AUGUST 2015

Total citation count for Kennedy Causeway- 119

By citation type

Running Red Light/ 316.075(1)C(1)/ 2 citations

Unlawful speed/work zone/ 316.183(6)/ 2 citations

Speeding Municipal Posted/ 316.189(1)/ 63 citations

Careless Driving/ 316.1925(1)/ 6 citations

DWLS W/O Knowledge/ 322.34(1)/ 3 citations

DWLS CANX REVOKED 1st CONVICTION/ 322.34(2)(a)/ 1 citation

DWLS CHILD SUPPORT/ 322.34(10)(a)(1)/ 1 citation

NORTH BAY VILLAGE POLICE DEPARTMENT

**VILLAGE WIDE CITATION COUNT INFORMATION FOR AUGUST
2015**

Moving Citations- 141

Parking Citations- 124

Criminal Citations- 1

Total Citation count for AUGUST 2015- 266