



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 14, 2014

7:30 P.M.

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

B. SPECIAL PRESENTATIONS

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. BOARD REPORTS

A. BUSINESS DEVELOPMENT ADVISORY BOARD

B. CITIZENS BUDGET & OVERSIGHT BOARD

C. COMMUNITY ENHANCEMENT BOARD

D. PLANNING & ZONING BOARD

E. YOUTH & EDUCATION SERVICES BOARD

5. PUBLIC SAFETY DISCUSSION

6. COMMISSIONERS' REPORTS

7. VILLAGE ATTORNEY'S REPORT

1.) 7904 West Drive Penthouse Units

8. VILLAGE MANAGER'S REPORT

Grant Writer's Report

9. FINANCE REPORT

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

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THESE AGENCIES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The proposed Resolution will allow for the sharing of law enforcement resources and rendering of assistance between the agencies.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR TRANSMISSION AND DISTRIBUTION WATER LINES PROJECT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize a loan application to the Florida Department of Environmental Protection for \$240,000 funding for improvements to the Village's Water Main and Distribution System.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR THE WASTEWATER SYSTEM PROJECT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize a loan application to the Florida Department of Environmental Protection for \$100,000 to rehabilitate the Village's Sanitary Sewer System.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR WATER METER AND SERVICE LINE REPLACEMENT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize a loan application to the Florida Department of Environmental Protection for \$240,000 for improvements to the Village's Water Meter and Service Line Replacement Project.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S SANITARY SEWER REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve Kimley-Horn & Associates, Inc. to perform professional engineering services to develop a Sanitary Sewer Rehabilitation Plan and prepare Bid Documents associated with the resulting sanitary sewer rehabilitation program based on the results of the Sanitary Sewer Evaluation Study, contingent upon the receipt of funding from the Florida Department of Environmental Protection.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER METER REPLACEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve Kimley-Horn & Associates, Inc. to perform professional engineering services to prepare Bid Documents associated with replacing water meters and water services throughout the Village's water distribution system, contingent upon approval of the Florida Department of Environmental Protection loan.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER MAIN REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve Kimley-Horn & Associates, Inc. to perform professional engineering services to prepare Bid Documents associated with evaluating water leaks and rehabilitating associated sections of water main throughout the Village's Water Distribution System, contingent upon the receipt of funding from the Florida Department of Environmental Protection.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORM WATER OUTFALL IMPROVEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve Kimley-Horn & Associates, Inc. to perform professional engineering services to prepare Bid Documents associated with rehabilitating the Village's stormwater outfall structures and piping, contingent upon the receipt of funding from the Florida Department of Environmental Protection.

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE ENGAGEMENT OF PHYSICIANS HEALTH CENTER FOR THE PURPOSE OF PROVIDING OCCUPATIONAL HEALTH SERVICES FOR VILLAGE EMPLOYEES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with Physicians Health Center to provide pre-employment medical testing, urgent care services, drug testing and general employment physicals for Village employees.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA COMMENCING A CAMPAIGN AND PLEDGE AGAINST TEXTING WHILE DRIVING; ENCOURAGING PARTICIPATION OF THE ENTIRE COMMUNITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

The proposed Resolution is requesting that Village Employees and the Community pledge to campaign against texting while driving.

- K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA FOR THE REIMBURSEMENT OF PARKING FINES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow for reimbursement of a portion of the fines collected on parking tickets issued in the Village for use to improve accessibility and equal opportunity to qualified persons in the Village who have disabilities.

- L. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2014-2015 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) GRANT IN THE AMOUNT OF \$600,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the Village Manager to accept grant funding in the amount of \$600,000 from Florida Department of Environmental Protection, which will be utilized for improvements to the Village's drainage system.

- M. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO PIGGY-BACK ON AN EXISTING CITY OF MIAMI BEACH CONTRACT WITH THE NATIONAL JOINT POWERS ALLIANCE CO-OPERATIVE, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DAVID MANCINI & SONS, INC., FOR THE REPAIR AND RENOVATION OF TWO DEEP STORM WATER INJECTION WELLS, ONE ON TREASURE ISLAND AND ONE ON NORTH BAY ISLAND, IN AN AMOUNT NOT TO EXCEED \$800,000, SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with David Mancini & Sons, Inc., under the piggy-back purchase provision, to repair and renovate two existing deep storm water injection wells that are no longer operable.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTION

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING AN AGREEMENT WITH DIBRI, INC. FOR COMPUTER NETWORK SUPPORT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with DiBri, Inc. to provide Information Technology (IT) support services to the Village.

- 1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2015 GENERAL OPERATING BUDGET BY DECREASING THE GENERAL FUND, UNRESERVED FUND BALANCE AND INCREASING THE POLICE BUDGET BY \$67,845 FOR THE HIRING OF A FULL TIME POLICE OFFICER; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.**

The proposed Resolution will authorize the Village Manager to hire a full time Police Officer to reduce overtime, to reduce officer fatigue, and to address foreseeable attrition.

- 1.) Commission Action**

13. PUBLIC HEARINGS:

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY HUMBERTO AND REBECCA OCARIZ FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE REDEVELOPMENT OF A SINGLE-FAMILY STRUCTURE AT 1460 SOUTH TREASURE DRIVE TO PERMIT A BUILDING HEIGHT OF 37 FEET, WHERE THE CODE REQUIRES A MAXIMUM BUILDING HEIGHT OF 35 FEET; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

1.) Commission Action

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 1321 BAY TERRACE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

1.) Commission Action

14. UNFINISHED BUSINESS (DEFERRED FROM SEPTEMBER 9, 2014)

A. APPOINTMENT OF MEMBER OF THE BUSINESS DEVELOPMENT ADVISORY BOARD

1.) Commission Action

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

1.) Commission Action

15. NEW BUSINESS

A. NOVEMBER COMMISSION MEETING

1.) Commission Action

16. APPROVAL OF MINUTES

A. FINAL BUDGET PUBLIC HEARING – SEPTEMBER 30, 2014

**B. FINAL BUDGET PUBLIC HEARING- SEPTEMBER 22,
2014**

**C. TENTATIVE BUDGET PUBLIC HEARING – SEPTEMBER 11,
2014**

D. REGULAR COMMISSION MEETING – SEPTEMBER 9, 2014

E. BUDGET WORKSHOP – JULY 17, 2014

1.) Commission Action

17. ADJOURNMENT

VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION**OCTOBER 14, 2014**

1. **Village Entrance Welcome Signage:** Existing western entrance headed east-bound sign is to have the legs painted green, the letter surfaces painted dark blue to match existing blue so they are more visible during daylight hours and plantings installed behind the sign to block it from westbound traffic – PO has been issued for \$350 for this work. A PO in the amount of \$_____ had been issued to construct an eastern headed west sign to fit within the narrow median visible to traffic westbound as they cross over the bridge from Miami Beach. The NBV color changing sign on the wall bordering NBI visible to eastbound traffic as they enter NBV is under repair and may well be completed by this date. Various electronic parts had to be ordered to complete this repair.
2. **VOGEL PARK PICNIC TABLE SHADE STRUCTURES:** Both have been installed as of 10/4/14. Next is to install a better shade structure or modify existing shade structure over playground equipment to cut down on the sun on the equipment.



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: 10/06/2014
Reporting Period: September 1-30, 2014

Grants Submitted this Reporting Period:

No grants were submitted this month. Grant Writer began working on the following grants this reporting period;

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

Due Date: September 22, 2014
Max Amount Allowed: \$200,000 (No Match Required)

Reason for Not Applying: After further discussion with the Village Planner, it was suggested that the Brownfield Clean-Up grant may be a better fit for the Village since they are focusing on the brownfield lot that will serve as the site for the municipal building. The Brownfield Area-Wide Planning Grant is for planning activities only and projects should include more than one brownfield site. LaKeesha provided staff with a two page overview of the brownfield clean-up grant. LaKeesha expects that this grant will be released by December 2014.

2. Florida Department of Transportation – Highway Beautification Grant

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

Reason for Not Applying: Village staff decided that this grant is not a good fit for their project. Grant writer was notified on September 29th not to submit the grant.



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

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

Grants “Under Construction”/”On the Radar”

- The Children’s Trust is expected to release a Request for Proposal for the Out-of-School Program on October 20. LaKeesha has attended the Trust’s planning meeting and will attend the bidder’s conference tentatively scheduled for October 28th.
- During grant meeting with staff on 9/19/14, LaKeesha provided the Village with a list of parks and recreation related grants that should be released within the next 3-6 months. The Village staff will review them and let LaKeesha know if they are interested in pursuing any of these grants.
- LaKeesha also provided staff with a calendar of the Miami Dade Cultural Affairs Grant (\$7500 for a cultural event) as a reminder that this funding is still available. Staff has not decided on a project yet.

Grant Reporting/Implementation Activities

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

- LaKeesha continues to work with Village Staff and the contract officer at the Florida Environmental Protection Agency (EPA) to finalize the contract for the \$600,000 legislative appropriation that the Village will receive for stormwater related construction/repairs.

Grant Updates

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

1. COPS Hiring Grant

Date Submitted: June 2014

Amount of Request: \$240,000

Proposed Project: Hire two Marine Patrol Officers

Update: The Village was not identified as an awardee during the initial announcement on September 29, 2014. The Village’s application is still in “pending” status.



NORTH BAY VILLAGE POLICE DEPARTMENT

10A

RECOMMENDATION MEMORANDUM

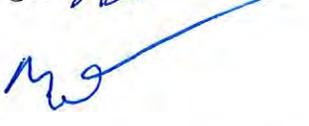
DATE: September 12, 2014

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

RECOMMENDED BY STAFF/COMMISSIONER:

Frank Rollason, Village Manager 

PRESENTED BY STAFF:

Robert Daniels, Police Chief 

SUBJECT: October 2014 Commission Agenda-Request to Execute Law Enforcement Mutual Aid Agreement.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Law Enforcement Mutual Aid Agreement with The School Board of Miami-Dade County.

BACKGROUND:

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

BUDGETARY IMPACT:

There will be no impact to the General Fund

PERSONNEL IMPACT:

North Bay Village Officers will assist the School Board of Miami-Dade County should the need arise.

CONTACT:

Robert J. Daniels, Chief of Police

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



North Bay Village

Administrative Offices

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MEMORANDUM North Bay Village

DATE: October 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THESE AGENCIES; SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN THESE AGENCIES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, it is the responsibility of the governments of North Bay Village and the School Board of Miami-Dade County to ensure the safety of their citizens by providing adequate level of police services to address any foreseeable routine or emergency situation.

WHEREAS, the North Bay Village Police Department and Miami-Dade County School have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into Mutual Aid Agreements for the rendering of law enforcement assistance; and

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

Section 1: That the Village Manager is hereby authorized and directed to execute a Mutual Aid Agreement with the School Board of Miami-Dade County on behalf of the North Bay Village Police Department.

Section 2. Severability. That the provision of the Resolution are declared to be severable and if any section, sentence, clause or phrase of the Resolution shall be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 3. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. That 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:

FINA VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

City of North Bay Village Resolution: Mutual Aid Agreement with the School Board of Miami-Dade County/The School Police.

A LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY
COOPERATION AND OPERATIONAL ASSISTANCE BETWEEN
NORTH BAY VILLAGE
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA MIAMI-DADE
SCHOOLS POLICE DEPARTMENT

This Mutual Aid Agreement is entered into by and between North Bay Village Police Department "The North Bay Village Police Department" and The School Board of Miami-Dade County, Florida by and through The School Police, a political subdivision of the State of Florida hereinafter referred to as the Miami-Dade Schools Police Department.

WHEREAS, the jurisdictions of North Bay Village and the Miami-Dade County School are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under Section 252.34(3), F.S., and (2) continuing, multi-jurisdictional law enforcement problems of a routine law enforcement nature, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS The North Bay Village Police Department and the Miami-Dade Schools Police Department have the authority under Part I of Chapter 23, F.S., the Florida Mutual Aid Act, to: (1) enter into a requested operational assistance Agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation Agreement of a routine law enforcement nature that crosses jurisdictional lines;

WHEREAS The North Bay Village Police Department and the Miami-Dade Schools Police Department intend this Agreement to be the underlying and governing Agreement in all future Memorandum of Understanding's entered into by both parties;

NOW, THEREFORE, the parties agree as follows:

I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provision of this Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency. However the only time an officer will work outside of their jurisdiction is if mutual aid is preplanned or invoked and the officer is working and being compensated by the department. All off duty events outside of our jurisdiction will have mutual aid invoked and reimbursed by the requesting agency..

The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

II. PROVISIONS FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this Agreement whereby each may request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating sexual misconduct, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., accidents involving motor vehicles, and violations of the Florida Uniform Traffic Control Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.

III. POLICY AND PROCEDURE

- A. If a party to this Agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's or designee's decision in this regard shall be final.
- B. Immediate Response for Assistance – In the event of a 315 (Emergency-Assist Other Officer) Dispatch call, officers may respond to assist and provide necessary law enforcement actions unless a supervisor from the responding agency cancels the response.

- C. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor at the scene.
- D. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
- E. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or the Chief of Police that is involved.

IV. COMMAND AND SUPERVISORY RESPONSIBILITY

- A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.
- B. Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer.
- C. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Chief of Police or his or her designee of the agency employing the officer who is subject to the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain as a minimum: 1) the identity of the complainant; 2) an address where the complaining party can be contacted; 3) the specific allegations; and 4) the identity of the employees accused without regard as to the agency affiliation. If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

V. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS

A. Authority of law enforcement officers operating pursuant to this Agreement:

- 1 Members of the North Bay Village Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- 2 Members of the Miami-Dade Schools Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, F.S. have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- 3 If a violation of Florida Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this Agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
- 4 If a felony, misdemeanor, criminal traffic, or other violations of law occurs in the presence of an officer of the North Bay Village Police Department, and within the jurisdiction of the Miami-Dade County School, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
- 5 If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the Miami-Dade County School, while outside his or her jurisdiction but within the North Bay Village Police Department jurisdiction, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of a suspect, if the officer is engaged in a close and continuous pursuit or has been contemporaneously requested to render aid or assistance by a North Bay Village officer.

- 6 If an officer of the Miami-Dade Schools Police Department is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within North Bay Village jurisdiction, the officer shall request a North Bay Village officer for assistance.
 - 7 If a North Bay Village officer is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within the jurisdiction of the Miami-Dade County School, the officer shall request a Miami-Dade County School Police officer for assistance.
 - 8 Nothing shall prevent an officer of the North Bay Village Police Department from stopping and detaining a person who commits an observed motor vehicle violation or misdemeanor on Miami-Dade County School property for the purpose of issuing a citation or summons if the suspect is stopped immediately upon exiting the campus. If a custodial arrest off campus grounds is required and is within the Miami-Dade County School, the Miami-Dade Schools Police Department shall be contacted as soon as possible for assistance.
- B. Each party agrees to furnish necessary equipment, resources and facilities, and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.
 - C. The agency furnishing any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.
 - D. The agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The requesting agency may reimburse the assisting agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to Section I of this Agreement.

E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

VI. INDEMNIFICATION

To the fullest extent permitted by the law, each party engaging in any mutual cooperation and assistance pursuant to this Agreement, shall indemnify and hold harmless the other participating party, and its appointees or employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the other participating party's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the participating party or other persons employed or utilized by the participating party in the performance of this Agreement. Subject to the provisions set forth in Florida Statute Section 768.28, as amended and revised, neither party shall be liable to pay a claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the other participating party. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require both parties to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

VII. FORFEITURES

It is recognized that, during the course of the operation of this Agreement, property subject to forfeiture under Sections 932.701-932.707, Florida Statutes (the Florida Contraband Forfeiture Act) may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the Florida Contraband Forfeiture Act less the costs associated with the forfeiture action. The participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the Florida Contraband Forfeiture Act.

VIII. SCHOOL CRITICAL INCIDENT RESPONSE PLAN

It is recognized that, during the course of the operation of this Agreement, should a critical incident arise, the parties shall adopt the Miami-Dade County School Critical Incident Response Plan, Joint Roundtable on Youth Safety, dated August 13, 2013. This plan promotes cooperation, consistency and a cohesive unified response by law enforcement and emergency service personnel within Miami-Dade County with an intended purpose to successfully resolve a school crisis and prevent injury or loss of life.

IX. INSURANCE

Each party shall maintain insurance coverage or maintain an ongoing self-insurance program in sufficient amounts for the performance of this Agreement including public liability, automobile liability, police professional liability and workers' compensation. If requested, each party shall provide satisfactory proof of the required insurance or ongoing self-insurance program.

X. CONCURRENT JURISDICTION

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

XI. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until five (5) years from the effective date of this Agreement unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

XII. CANCELLATION

This Agreement may be canceled by either party upon delivery or written notice to the other party and such Agreement shall be terminated thirty (30) days after receipt of this notice. Any notice required or permitted under this Agreement, including any notice of cancellation or termination, shall be effective when personally delivered or sent by first-class mail, return receipt requested as follows:

For North Bay Village Police Department:

AS TO THE SCHOOL BOARD:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The Miami Dade County School Police Department
Attn: Chief Ian Moffett
Address: 6100 NW 2nd Avenue
Miami, FI 33127

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132
Miami-Dade Schools Police Department

WHEREFORE, the parties hereto cause these Agreements to be signed on the
___ day of _____, 20__.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(as to the School Board):

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA**

BY: _____ Signature

(Superintendent of Schools or Designee)

School Board Attorney - Signature

Date

(Name Typed)

Date: _____



North Bay Village

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 14, 2014

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager 

PRESENTED BY STAFF: Bert Wrains , CGFO Finance

SUBJECT: Florida Revolving Loan Program DW 13040 – Transmission & Distribution Water Lines Project \$240,000

BACKGROUND:

The State of Florida Department of Environmental Protections operates a State Revolving Loan program to assist local governments and special districts with financing utility type projects. This will assist the local governments with lower costs to finance projects. North Bay Village has participated in the program since 1993. The Village currently has 5 open Utility Fund loans outstanding under this program. As of September 30, 2014 the Village has \$1,289,931 principle debt outstanding. These loans were used to finance water and sewer projects over the past 20 plus years. Our current annual principal and interest payment for FY 2015 is \$241,401.

The Village is applying for 3 loans in FY 2015 under this State Program. The loan application in this presentation will be for design work on the Village replacement of the transmission and distribution water line project.

The Public Works Director and the Village Manager have identified the water main and other distribution line projects that the Village needs to undertake. The total costs of these projects are estimated at this time to be at \$ 6,891,800. The past loans have been for 20 years and DEP staff has confirmed that the Village has the choice of loans up to 20 years. The annual principle and interest payments on the new loans will be about \$14,400 per year for the \$240,000 loan. This loan will add \$14,400 per year to the Utility Fund water and sewer annual budget. The interest rate is based on 60% of the "Bond Buyers" 20 year GO bond index. I discussed this with the DEP staff and they said that if we use 2.0% for this cost analysis, we would be on the high side of the interest rate that we could expect. This equates to a .0096% increase in the monthly water fees or about \$0.23 per month for all customers with a one-inch meter.

The State loan program works as a design and/or construction loan. The Village will receive an approved amount that we are eligible for design of our specific project. Once the contracts are fully executed, we can start incurring expenses. After we have spent some monies on the project, we can submit the paperwork to receive a reimbursement. This process will continue until we have exhausted the approved loan amount or we have completed the approved tasks in the loan agreement. If there are any funds remaining from the \$240,000, the Florida Department of Environmental Protection will then reallocate the funds to other applicants. The State has indicated that there will be sufficient low interest loans available for the Village to receive funds for the water main and distribution system replacement construction phases.

The Village has been having several water breaks in our water mains which deliver water to our customers. We need them to be designed before we can start the upgrades and construction. It is anticipated that the Village will receive approval to expend funds by December 1, 2014.

RECOMMENDATION

It is recommended that Village Commission authorize the Village Manager to submit the application for this Water Main & Distribution System loan in the amount of \$240,000 and to authorize the Village Manager and the Mayor to execute the loan documents in the amount of \$240,000 after the Loan has been approved by the State.

FINANCIAL/BUDGET IMPACT:

This loan is for \$240,000 and the interest rate will be less than 2.0%. This will allow for design of the project and the repayment will start in late FY 2015 or early FY 2016. This will add about \$14,400 to the Utility Fund annual operating budget.

PERSONNEL IMPACT:

This will allow staff to work on maintenance of the water system and not on repairs.

ROBERT L. SWITKES & ASSOCIATES, P.A.

Attorneys at Law

ROBERT L. SWITKES
CANDACE CRONAN
KYLE TEAL

DAVID JOVE, OF COUNSEL

407 LINCOLN ROAD
PENTHOUSE, SOUTHEAST
MIAMI BEACH, FLORIDA 33139-3008
TEL: (305) 534-4757
FAX: (305) 538-5504
WWW.SWITKESLAW.COM

CANDACE CRONAN, ESQ.
CCronan@switkeslaw.com

October 3, 2014

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
2600 Blair Stone Road, Mail Station 3505
Tallahassee, Florida 32399-2400

Re: DW 13040 – North Bay Village
Transmission & Distribution Water Lines Project

Dear Ms. Knecht:

I am the duly appointed Village Attorney for North Bay Village. The Village proposes to borrow \$240,000.00 from the State Revolving Fund for construction of the Village's wastewater treatment facilities. The loan will be secured by the net revenues of the Village's water and sewer system, and the pledged revenues are legally available to pledge. North Bay Village has the legal authority to increase rates to ensure repayment of the loan.

The pledge on revenues is subject to a prior lien with the following issues:

- (1) Revolving state loan of \$282,370.00 dated march 17, 1995, interest rate of 2.9% amounting to \$313,017.00;
- (2) Revolving state loan of \$755,000.00 dated July 17, 1996, interest rate of 3.79% amounting to \$133,948.00;
- (3) Revolving state loan of \$380,000.00 dated September 30, 1993, interest rate of 2.7% amounting to \$35,649.00; and
- (4) Revolving state loan of \$1,079,032.00 dated December 24, 2009, interest rate of 1.9% amounting to \$992,367.00.

Sincerely,

Robert L. Switkes, Esq.



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 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR TRANSMISSION AND DISTRIBUTION WATER LINES PROJECT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND
DRINKING WATER FACILITIES**

LOAN APPLICATION



Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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LOAN APPLICATION

(1) **SUBMITTAL.** Submit the application and attachments to the Department of Environmental Protection, MS 3505, Bureau of Water Facilities Funding, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(2) COMPLETING THE APPLICATION.

(a) This application consists of four parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; and (IV) APPLICANT RESOLUTION, ASSURANCES, AND CERTIFICATION.

(b) All information provided on this application must be typed. Monetary amounts may be rounded to the nearest \$1,000.

(c) Attachments to be submitted are denoted with *italic print*. They are to be listed on Page 10.

(3) ASSISTANCE.

Bureau of Water Facilities Funding staff are available to provide assistance. Please call (850) 488-8163 or SUNCOM 278-8163.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR APPLYING FOR LOAN. North Bay Village

Federal Employer Identification Number. 59-6000388

(2) AUTHORIZED REPRESENTATIVE. [Person formally authorized by the project sponsor to sign or attest to loan documents, including this application. If more than one, attach the information.]

Name Frank K. Rollason Telephone 305-756-7171

Title Village Manager

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

(3) PRIMARY CONTACT PERSON. (Person to answer questions about this application.)

Name Rodney Carrero-Santana Telephone 305-756-7171

Title Public Works Director Fax # 305-756-7722

Employer North Bay Village

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

(4) ADDITIONAL PERSON(S) TO RECEIVE COPY OF DEPARTMENT CORRESPONDENCE. (If more than one, attach the information (*Attachment #*_____)).

Name Bert Wrains Telephone 305-756-7171

Title Finance Director Employer North Bay Village

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

(5) PROJECT NUMBER (identified on the Department's priority list). DW13040

(6) LOAN AGREEMENT DATE. When do you expect to sign the Loan Agreement? November 2014
(Allow time for Department preparation of agreement, applicant review, and local commission meeting if applicable.)

(7) PREAWARD COMPLIANCE. Has an *EPA Preaward Compliance Review Report* been submitted for this project? Yes. No. If "yes", identify the date submitted to the Department _____
_____. If not, please complete and attach the EPA form. (*Attachment #1*)

(8) FEDERAL EQUIVALENCY REQUIREMENTS. As a result of the federal funding of the State Revolving Fund Program for Drinking Water Facilities, there are federal requirements that must be met to enable financial assistance for any project. These requirements are identified under PART IV of this application.

PART II - PROJECT INFORMATION. Complete SUBPART A or SUBPART B as appropriate.

SUBPART (A): PRECONSTRUCTION LOAN INFORMATION.

(1) PRECONSTRUCTION ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. (Rodney Carrero-Santana Memo dated 10/2/2014) (*Attachment #2*)

(2) PRECONSTRUCTION LOAN SCHEDULE.

(a) Provide proposed completion dates for the items below. (Please call Department staff to discuss time frames needed to complete required tasks.)

Water facilities plan adoption by the Project Sponsor.

January 2015

Engineering design.

May 2015

Certification of site availability (for construction and operation).

May 2015

(b) Do you anticipate that a contractual agreement with another party will be necessary to implement the project? Yes. No. If "yes", list entities to be involved.

Kimley Horn and Associates, Inc.

(3) PRECONSTRUCTION LOAN PROJECT COSTS. Is the cost information submitted for the priority list current? Yes. No. If "no", please explain and submit revised cost information (*Attachment #*____) using the appropriate page of the Request for Inclusion on the Priority List for Drinking Water Facilities Form 62-552.900(1), F.A.C. Note that the disburseable amount (including the repayment reserve) will be limited to the priority list amount. Preconstruction loans are not available to finance the non-grant share of SRF preconstruction grants.

SUBPART B: CONSTRUCTION LOAN INFORMATION.

(1) CONSTRUCTION ACTIVITIES

(a) Attach a brief description of construction activities to be financed by this loan. Include a list of the construction contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*____). Also provide a proposed "start date" and "completion date" for each contract.

(b) Attach a copy of the Department letter(s) accepting the plans and specifications and all addenda (*Attachment #*____).

(c) Does this project involve a contractual service agreement with other entities? Yes. No. If "yes", attach a copy of the Department letter accepting the agreement. (*Attachment #*____) Is the agreement, as accepted by the Department, fully executed and enforceable? Yes. No. If "no", please explain (*Attachment #*____).

(d) Has the Department accepted a clear site title certification for the project? Yes. No. If "yes", provide evidence of such certification or its acceptance. (Attachment #____) If "no", explain.

(Attachment #____)

(e) Attach evidence that either a permit from the Department is not required to authorize project construction or that such authorization has been issued by the Department. (Attachment #____)

(2) CONSTRUCTION LOAN PROJECT COSTS.

Is the cost information submitted for the priority list current? Yes. No. If "no", please explain and submit revised cost information (Attachment #____) using the appropriate page of the Request for Inclusion on the Priority List for Drinking Water Facilities Form 62-552.900(1), F.A.C. Note that the disburseable amount (including the repayment reserve) will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

(1) PRINCIPAL AMOUNT OF THE LOAN. The requested amount of the loan, including capitalized interest (which is not disbursed), is \$240,000. The estimate of the capitalized interest is \$_____. Note that the disburseable amount will be limited to the priority list amount and must be consistent with the information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect disbursement timing.

(2) LOAN TERMS AND REPAYMENT.

(a) If a construction loan involves a financially disadvantaged community, loans are amortized over 30 years, or less, with interest and principal paid semiannually. If a construction loan is not for a project to serve such a community, loans are amortized over 20 years, or less, with interest and principal paid semiannually. Preconstruction loans are amortized over not more than 10 years, with interest and principal paid semiannually. Do you want to repay the loan in less than the maximum amortization period?

Yes. No. If "yes", identify the number of years _____.

(b) Due to limitations on availability of State Revolving Fund revenues, a large (generally in excess of \$8 million unless the loan is to be made from the reserve for small communities in which case the amount generally would be in excess of \$1.5 million) loan amount may be provided in increments pursuant to the initial loan agreement and subsequent amendments as well Chapter 62-552, F.A.C. Each increment shall have a separate interest rate as established in the agreement or amendment providing that increment. If in doubt about whether the funding will be segmented, this matter should be discussed with Department staff.

(c) List all revenues that are to be pledged for repayment of this loan. (Note: Typically, water system or water and sewer system revenues are pledged, and the net revenues available for loan repayment must equal at least 1.15 times the annual debt service unless special reserves are locally funded. Rule 62-552.430, F.A.C., addresses pledged revenues and coverage requirements.

Water and Sewer Revenues Utility Fund

(3) LOAN REPAYMENT RESERVE. The Applicant will be required to maintain a Loan Repayment Reserve Account to provide an interim remedy for any deficiency in pledged revenues. This reserve shall be no less than 0.03 times the total loan amount less the portion of the loan for capitalized interest and loan repayment reserve. Loan proceeds will be provided to establish the minimum (0.03) reserve.

(4) ADDITIONAL LOAN SECURITIZATION. If the project sponsor does not meet the requirements of Rule 62-552.430(4), F.A.C., for pledged revenue, loan repayment responsibility, default remedies, and debt service history, indicate which of the following securitization provisions the project sponsor is prepared to negotiate (describe each in *Attachment # 3*):

- (a) Additional escrowed loan repayment reserve. No _____ Yes
- (b) Letter of credit. No Yes _____
- (c) Lien on tangible assets. No Yes _____
- (d) Personal or corporate obligation. No Yes _____
- (e) Other equivalent securitization. No Yes _____

(5) INFORMATION ON LIENS.

(a) Describe all debt obligations having a prior or parity lien on the revenues pledged for this Loan

(*Attachment #4* see the following example:

City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the *Schedule of Prior and Parity Liens* (page 7), provide debt service information on each prior and parity obligation. For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating (*Attachment # 4*).

(6) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Schedule of Actual Revenues and Debt Coverage for Rate-Based System Pledged Revenues (page 8) for the past two fiscal years. Additional information may be required if deemed necessary by the Department to evaluate credit-worthiness of the applicant.

(b) Complete the Schedule of Projected Revenues and Debt Coverage for Rate-Based System Pledged Revenue (page 9), demonstrating the availability of pledged revenues for loan repayment. All projects expected to be implemented in the next five years are to be reflected into the need for projected revenues.

(7) LEGAL OPINION ON THE AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion (*Attachment #3*) addressing the:

- (a) Availability of the revenues to repay the loan;
- (b) Right to increase rates at which revenues shall be collected to repay the loan; and
- (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(8) RESOLUTION ESTABLISHING PLEDGED REVENUES. Provide a certified resolution or other documentation (*Attachment # 5*) of the formal action taken by the applicant that establishes the pledged revenues.

PART IV - APPLICANT RESOLUTION, ASSURANCES, AND CERTIFICATION

(1) RESOLUTION. Provide a certified resolution or other documentation (*Attachment #5*) of the formal action taken by Applicant that:

- (a) Authorizes this application; and
- (b) Designates the Authorized Representative(s) to file the application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) **ASSURANCES AND CERTIFICATION.** The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements in undertaking the project:

(a) Complete all facilities recommended in the approved facilities plan.

(b) The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.

(c) The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.

(d) The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.

(e) The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.

(f) Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.

(g) Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.

(h) Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.

(i) The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

(j) The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

(k) The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.

(l) Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.

(m) Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction, and services.

(n) The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be reviewed in accordance with state clearinghouse procedures.

(o) The Amended Safe Drinking Water Act, PL 104-182, which sets forth requirements for public water systems.

(p) The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.

(q) The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.

(r) The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

(s) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

(t) Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

(u) Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Authorized Representative _____ Frank K. Rollason _____
(signature) (name typed)

Signed this _____ Day of _____, 20 _____

Attachments

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SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	<u>SRL - DEP</u>	_____	_____
Coverage	<u>1.15</u> %	_____ %	_____ %
Insured?	_____ Yes <input checked="" type="checkbox"/> No	_____ Yes _____ No	_____ Yes _____ No

Fiscal	<u>Annual Debt Service (Principal Plus Interest)</u>			Total	Total Debt
Year	#1	#2	#3	Debt Service	Service Incl. Coverage
1996	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1997	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1998	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1999	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2001	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2002	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2003	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2004	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2005	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2006	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2007	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2008	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2009	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2010	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$201,925	\$ _____	\$ _____	\$ _____	\$201,925
2014	\$225,955	\$ _____	\$ _____	\$ _____	\$225,955
2015	\$180,465	\$ _____	\$ _____	\$ _____	\$180,465
2016	\$180,465	\$ _____	\$ _____	\$ _____	\$180,465
2017	\$133,451	\$ _____	\$ _____	\$ _____	\$133,451
2018	\$133,451	\$ _____	\$ _____	\$ _____	\$133,451
2019	\$65,858	\$ _____	\$ _____	\$ _____	\$65,858
2020	\$65,858	\$ _____	\$ _____	\$ _____	\$65,858
2021	\$65,858	\$ _____	\$ _____	\$ _____	\$65,858

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE
FOR RATE-BASED SYSTEM PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	FY 2013	FY 2014
(a) Operating Revenues:		
Water Service	\$1,537,568 _____	\$1,476,504 _____
Other <u>Late Charges</u>	\$40,644 _____	\$10,150 _____
(b) Interest Income	_____	_____
(c) Other Income or Revenue (Identify)		
_____	0 _____	0 _____
_____	0 _____	0 _____
(d) Total Revenues	\$1,578,232 _____	\$1,476,654 _____
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$1,096,664 _____	\$1,138,184 _____
(f) Net Revenues (f = d - e)	\$481,568 _____	\$338,470 _____
(g) Debt Service (including required coverage; should reflect last column of preceding page)	\$201,925 _____	\$225,955 _____
(h) Attach audited annual financial report(s), or pages thereof, and any other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF loan. (<i>Attachment # 6</i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment # _____</i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment # _____</i>)		

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR RATE-BASED SYSTEM PLEDGED REVENUE**

(Begin with the fiscal year preceding first anticipated semiannual loan payment.)

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
(a) Water Operating Revenue	\$1,641,450	\$1,690,000	\$1,700,000	\$1,750,000	\$1,775,000
(b) Other Operating Revenue	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
(c) Interest Income	0	0	0	0	0
(d) Other Income or Revenue (identify)	0	0	0	0	0
	0	0	0	0	0
(e) Total Revenues	\$1,651,450	\$1,700,000	\$1,710,000	\$1,780,000	\$1,785,000
(f) Operating Expenses (excluding interest on debt, depreciation, and other non- cash items)	\$1,254,529	\$1,350,000	\$1,400,000	\$1,450,000	\$1,500,000
(g) Net Revenues (g = e - f)	\$396,921	\$350,000	\$310,000	\$350,000	\$285,000
(h) Revenue (including coverage) pledged to debt service, excluding SRF loans	0	0	0	0	0
(i) Revenue (including coverage) pledged to outstanding SRF loans	0	0	0	0	0
(j) Revenue Available for this SRF Loan (j = g - h - i)	\$396,921	\$350,000	\$310,000	\$350,000	\$285,000

(k) Identify the source of the above information and explain methods used to develop the projections (*Attachment #* ____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.
Budget Projections

(l) Are the above projections consistent with the capital improvements financing information in the accepted water facilities plan? Yes _____ No. If not, explain on *Attachment #* _____.

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR TRANSMISSION AND DISTRIBUTION WATER LINES PROJECT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the replacement of the transmission and distribution water lines; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project Number DW 13040 (Transmission and Distribution Water Lines) as eligible for available funding; and

WHEREAS; North Bay Village, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. North Bay Village, Florida, is authorized to apply for a loan to finance the Transmission and Distribution Water Lines Project.

Section 3. The revenues pledged for the repayment of the loan are the net revenues of the Village's water and sewer systems.

Section 4. The Village Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the Village in carrying out the Village's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority for borrowing moneys to construct this Project is 166.01, Florida Statutes.

Section 7. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. This Resolution shall become effective immediately upon its passage and adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October, 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution:



North Bay Village

Village Hall 1666 Kennedy Causeway, Suite 300

North Bay Village FL 33141

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 14, 2014

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager

PRESENTED BY STAFF: Bert Wrains , CGFO Finance

**SUBJECT: Florida Revolving Loan Program – Wastewater System Project
WW 13041 \$100,000**

BACKGROUND:

The State of Florida Department of Environmental Protections operates a State Revolving Loan program to assist local governments and special districts with financing utility type projects. This will assist the local governments with lower costs to finance projects. North Bay Village has participated in the program since 1993. The Village currently has 5 open Utility Fund loans outstanding under this program. As of September 30, 2014 the Village has \$1,289,931 principle debt outstanding. These loans were used to finance water and sewer projects over the past 20 plus years. We paid off the 1993 loan in July 2014, which reduced our annual debt service by \$39,645. Our annual principal and interest payment for FY 2015 is \$180,465.

The Village is applying for 3 loans in FY 2015 under this State Program. The loan application in this presentation will be for design work on wastewater (sewer) projects. The Public Works Director and the Village Manager have identified several sewer projects that the Village needs to undertake. The total costs of these projects are estimated at this time to be over \$ 2.5 million. The State is offering the current loans with maturities of up to 20 years. The annual principle and interest payments on new 20-year loans will be about \$6,000 per year per \$100,000 principle. The first \$100,000 of this loan will add \$6,000 per year to the Utility Fund annual budget. The interest rate is based on 60% of the "Bond Buyers" 20 year GO bond index. I discussed this with the DEP staff and they said that if we use 2.0% for this cost analysis, we would be on the high side of the interest rate that we could expect.

The State loan program works as a design and/or construction loan. The Village will receive an approved amount that we are eligible for planning for our specific project. The State DEP has also committed an additional \$160,000 for engineering and design. Once the contracts are fully executed, we can start incurring expenses. After we have spent some monies on the project, we can submit the paperwork to receive a reimbursement. This process will continue until we have exhausted the approved \$100,000 loan amount or we have completed the approved tasks in the loan agreement. Then we can move to the next phase of design and bid specifications, and they have allocated an additional \$160,000. If there are any funds remaining from the \$260,000, the Florida Department of Environmental Protection will then reallocate the funds to other applicants. The State has indicated that there will be sufficient low interest loans available for the Village to receive funds for the wastewater construction phases.

The Village has several wastewater projects and we need them to be designed before we can start the upgrades and construction. It is anticipated that the Village will receive approval to expend the planning and design funds no later than December 1, 2014.

FINANCIAL/BUDGET IMPACT:

The first portion of the loan is for \$100,000 and the interest rate will be less than 2.0%. This will allow for the planning and design of the projects. The repayment will start in late FY 2015 or early FY 2016 and will add about \$6,000 to the Utility Funds annual budget.

PERSONNEL IMPACT:

None.

ROBERT L. SWITKES & ASSOCIATES, P.A.

Attorneys at Law

ROBERT L. SWITKES
CANDACE CRONAN
KYLE TEAL

DAVID JOVE, OF COUNSEL

407 LINCOLN ROAD
PENTHOUSE, SOUTHEAST
MIAMI BEACH, FLORIDA 33139-3008
TEL: (305) 534-4757
FAX: (305) 538-5504
WWW.SWITKESLAW.COM

CANDACE CRONAN, ESQ.
CCronan@switkeslaw.com

October 3, 2014

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
2600 Blair Stone Road, Mail Station 3505
Tallahassee, Florida 32399-2400

Re: WW 13041 – North Bay Village
Wastewater System Project

Dear Ms. Knecht:

I am the duly appointed Village Attorney for North Bay Village. The Village proposes to borrow \$100,000.00 from the State Revolving Fund for construction of the Village's wastewater treatment facilities. The loan will be secured by the net revenues of the Village's water and sewer system, and the pledged revenues are legally available to pledge. North Bay Village has the legal authority to increase rates to ensure repayment of the loan.

The pledge on revenues is subject to a prior lien with the following issues:

- (1) Revolving state loan of \$282,370.00 dated march 17, 1995, interest rate of 2.9% amounting to \$313,017.00;
- (2) Revolving state loan of \$755,000.00 dated July 17, 1996, interest rate of 3.79% amounting to \$133,948.00;
- (3) Revolving state loan of \$380,000.00 dated September 30, 1993, interest rate of 2.7% amounting to \$35,649.00; and
- (4) Revolving state loan of \$1,079,032.00 dated December 24, 2009, interest rate of 1.9% amounting to \$992,367.00.

Sincerely,

Robert L. Switkes, Esq.



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 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR THE WASTEWATER SYSTEM PROJECT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING LOAN PROGRAM
for
Point Source Water Pollution Control

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Twin Towers Office Building
2600 Blair Stone Road, MS 3505
Tallahassee, FL 32399-2400

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LOAN APPLICATION

- (1) **SUBMITTAL.** Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) **COMPLETING THE APPLICATION.**
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) **ASSISTANCE.** Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) **PROJECT SPONSOR** North Bay Village
Federal Employer Identification Number 59-6000388
DUNS Number 02-054-3195
- (2) **AUTHORIZED REPRESENTATIVE** (person authorized to sign or attest loan documents).
Name Frank K. Rollason Title Village Manager
Telephone 305-756-7171 FAX 305-756-7722 Email frollason@nbvillage.com
Mailing Address 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
- (3) **PRIMARY CONTACT** (person to answer questions regarding this application).
Name Rodney Carrero-Santana Title Public Works Director
Telephone 305-756-7171 FAX 305-756-7722 Email rcarrero@nbvillage.com
Employer North Bay Village
Mailing Address 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
- (4) **ADDITIONAL CONTACTS.** If more than one additional person is to receive copies of Department correspondence, attach the information.
Name Bert Wrains Title Finance Director
Telephone 305-756-7171 FAX 305-756-7171 Email bwrains@nbvillage.com
Employer North Bay Village
Mailing Address 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
- (5) **PROJECT NUMBER** (listed on the Department's priority list). WW-13041
- (6) **INTERIM FINANCING.** A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

Yes No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment #1)

(1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (Attachment #1) Are these activities the same as those scheduled on the Request for Inclusion Form? Yes No. If “No”, please explain. (Attachment #2)

(2) **SCHEDULE.**

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	January 2015
Engineering work	March 2015
Certification of site availability	March 2015
Permit	May 2015

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (Attachment #____) Yes No

(c) Is this a design/build project? Yes No

(3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the Request for Inclusion Form. (Attachment #____) Note that the disbursable amount will be limited to the priority list amount. Yes No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) **ACTIVITIES.**

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (Attachment #____).

Are these contracts the same as those scheduled on the Request for Inclusion Form? Yes No
If “No”, please explain. (Attachment #____)

(b) Have any of the contracts been bid? Yes No
If “Yes”, indicate which contracts have been bid. (Attachment #____)

(c) Was planning, design, or SSES for this project financed in another SRF loan? Yes No
If “Yes”, give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No
If “Yes”, attach a copy of the Department letter accepting the interlocal agreement. (Attachment #____)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? Yes No
If “No”, please explain (Attachment #____).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. _____
- (b) Anticipated completion of all construction contracts. _____
- (3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$100,000

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Sewer Utility Fee Revenues.
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 1.15% (coverage percentage)

- (d) Is any other financial assistance being applied to this project? Yes No
- If "Yes", please list. (Attachment #_____) _____

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment #2) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #2&3*).
 - (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #_____*).
- (5) ACTUAL AND PROJECTED REVENUES.
- (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #3*) The opinion must address the following:
- (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #4*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

(b) Assurances for other projects.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this 15 Day of October, 2014

Authorized Representative _____ Frank K. Rollason, Village Manager
(signature) *(name typed or printed)*

Attachments 1, 2, 3, 4, and 5

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1		#2		#3
Identify Each Obligation	State Revolving Loans _____			_____	
Coverage	15 %		_____ %		_____ %
Insured?	_____ Yes <input checked="" type="checkbox"/> No		_____ Yes _____ No		_____ Yes _____ No

All State Revolving Loans Listed in Number 1

Fiscal Year	<u>Annual Debt Service (Principal Plus Interest)</u>			<u>Total Debt Service</u>	<u>Service Incl. Coverage</u>
	#1	#2	#3		
2011	\$126,698	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$201,925	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$236,869	\$ _____	\$ _____	\$ _____	\$ _____
2014	\$227,695	\$ _____	\$ _____	\$ _____	\$ _____
2015	\$180,465	\$ _____	\$ _____	\$ _____	\$ _____
2016	\$180,465	\$ _____	\$ _____	\$ _____	\$ _____
2017	\$133,451	\$ _____	\$ _____	\$ _____	\$ _____
2018	\$133,451	\$ _____	\$ _____	\$ _____	\$ _____
2019-2023	\$329,290	\$ _____	\$ _____	\$ _____	\$ _____
2024-2028	\$329,290	\$ _____	\$ _____	\$ _____	\$ _____
2029-2032	\$190,770	\$ _____	\$ _____	\$ _____	\$ _____

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2013</u>	<u>FY 2014</u>
(a) Operating Revenues (Source)		
<u>Sewer Fees</u>	<u>\$1,546,163</u>	<u>\$1,683,555</u>
(b) Interest Income	<u>0</u>	<u>0</u>
(c) Other Income or Revenue (Identify)		
<u>Miscellaneous Charges</u>	<u>\$40,120</u>	<u>\$10,290</u>
(d) Total Revenues	<u>\$1,586,283</u>	<u>\$1,694,845</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$1,732,934</u>	<u>\$1,692,918</u>
(f) Net Revenues [(f) = (d) – (e)]	<u><\$146,651></u>	<u><\$1,927></u>
(g) Debt Service (including any required coverage)	<u>\$201,925</u>	<u>\$236,869</u>
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (<i>Attachment #5</i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment #_____</i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment #6</i>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #* _____)

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 20</u>
(a) Operating Revenue-Sewer	\$1,683,555	\$1,853,250	\$2,200,000	\$2,250,000	
(b) Interest Income	0	0	0	0	
(c) Other Income or Revenue (identify)					
<u>Late Charges</u>	\$10,000	\$13,500	\$10,000	\$10,000	
(d) Total Revenues	\$1,693,555	\$1,866,750	\$2,210,000	\$2,260,000	
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$1,686,341	\$1,811,750	\$1,900,000	\$1,940,000	
(f) Net Revenues (f = d - e)	\$7,214	\$55,000	\$310,000	\$320,00	
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	0	0	0	0	
(h) Revenue (including coverage) pledged to outstanding SRF loans	\$201,925	\$195,746	\$153,304	\$157,314	
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<\$194,711>	<\$140,746>	\$156,696	\$62,686	

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #* _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations. Inflation and ADJ and Rate Increases.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information? Yes No

If "No", please explain. (*Attachment #* _____)

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR THE WASTEWATER SYSTEM PROJECT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the Wastewater System Project; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project Number DW 13041 (Wastewater System Project) as eligible for available funding; and

WHEREAS; North Bay Village, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. North Bay Village, Florida, is authorized to apply for a loan to finance the Wastewater System Project.

Section 3. The revenues pledged for the repayment of the loan are the net revenues of the Village's water and sewer systems.

Section 4. The Village Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the Village in carrying out the Village's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority for borrowing moneys to construct this Project is 166.01, Florida Statutes.

Section 7. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. This Resolution shall become effective immediately upon its passage and adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October, 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: DEP Loan DW 13041-Wastewater System Project.



North Bay Village

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 14, 2014

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager 

PRESENTED BY STAFF: Bert Wrains, CGFO Finance

SUBJECT: Florida Revolving Loan Program DW 13042 –Water Meter and Service Line Replacement Project \$240,000

BACKGROUND:

The State of Florida Department of Environmental Protections operates a State Revolving Loan program to assist local government and special districts with financing utility type projects. This will assist the local governments with lower costs to finance projects. North Bay Village has participated in the program since 1993. The Village currently has 5 open Utility Fund loans outstanding under this program. As of September 30, 2014 the Village has \$1,289,931 principle debt outstanding. These loans were used to finance water and sewer projects over the past 20 plus years. Our current annual principal and interest payment for FY 2015 is \$ 241,401 and is budgeted in the Utility Fund.

The Village is applying for 3 loans in FY 2015 under this State Program. The loan application in this presentation will be for design work on the Villages replacement of the water meters and service lines.

The Public Works Director and the Village Manager have identified the need to replace all of the water meters and service lines in our system. The total costs of these projects are estimated at this time to be at \$2,434,000. The State is offering the current loans with maturities of up to 20 years. The annual principle and interest payments on new 20-year loans will be about \$14,400 per year for the \$240,000 principle. The interest rate is based on 60% of the "Bond Buyers" 20 year GO bond index. I discussed this with the DEP staff and they said that if we use 2.0% for this cost analysis, we would be on the high side of the interest rate that we could expect. This equates to a .0096% increase in the monthly water fees or about \$0.23 per month for all customers with a one-inch meter.

The State Revolving Loan Program works as a design and/or construction loan. The Village will receive an approved amount that we are eligible for design of our specific project. Once the contracts are fully executed, we can start incurring expenses. After we have spent some monies on the project, we can submit the paperwork to receive a reimbursement. This process will continue until we have exhausted the approved loan amount or we have completed the approved tasks in the loan agreement. If there are any funds remaining from the \$240,000, the Florida Department of Environmental Protection will then reallocate the funds to other applicants. The State has indicated that there will be sufficient low interest loans available for the Village to receive funds for the water meter replacement construction phases.

The Village needs to establish a water meter replacement program. The Village's current water meters have exceeded their useful life and need to be replaced. There is new technology available in water meters that can be read electronically and does not require the meter reader to go to each meter and make a physical observation of the reading. This will allow the current personnel to concentrate on improved services to the Village residents. When the meter is replaced, we may need to replace the service line also. These 2 water system design projects DW 13040 and DW 13042 will complete the Village's water distribution system from the point that the water enters into our distribution system all the way to delivery to the customer.

We need these 2 projects to be designed before we can start the upgrades and construction. It is anticipated that the Village will receive approval to expend funds by December 1, 2014.

RECOMMENDATION

It is recommended that Village Commission authorizes the Village Manager to submit the loan application for this Water Meter and Service Line Project loan in the amount of \$240,000 and to authorize the Village Manager and the Mayor to execute the loan documents in the amount of \$240,000 after the Loan has been approved by the State.

FINANCIAL/BUDGET IMPACT:

This loan is for \$240,000 and the interest rate will be less than 2.0%. This will allow for design to be completed, and then the repayment will start in late FY 2015 or early FY 2016. This will add about \$14,400 to the Utility Fund annual operating budget.

PERSONNEL IMPACT:

This will free up existing personnel to provide additional services to the Village resident, businesses and visitors.

ROBERT L. SWITKES & ASSOCIATES, P.A.

Attorneys at Law

ROBERT L. SWITKES
CANDACE CRONAN
KYLE TEAL

DAVID JOVE, OF COUNSEL

407 LINCOLN ROAD
PENTHOUSE, SOUTHEAST
MIAMI BEACH, FLORIDA 33139-3008
TEL: (305) 534-4757
FAX: (305) 538-5504
WWW.SWITKESLAW.COM

CANDACE CRONAN, ESQ.
CCronan@switkeslaw.com

October 3, 2014

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
2600 Blair Stone Road, Mail Station 3505
Tallahassee, Florida 32399-2400

Re: DW 13042 – North Bay Village
Water Meter and Service Line Replacement Project

Dear Ms. Knecht:

I am the duly appointed Village Attorney for North Bay Village. The Village proposes to borrow \$240,000.00 from the State Revolving Fund for construction of the Village's wastewater treatment facilities. The loan will be secured by the net revenues of the Village's water and sewer system, and the pledged revenues are legally available to pledge. North Bay Village has the legal authority to increase rates to ensure repayment of the loan.

The pledge on revenues is subject to a prior lien with the following issues:

- (1) Revolving state loan of \$282,370.00 dated march 17, 1995, interest rate of 2.9% amounting to \$313,017.00;
- (2) Revolving state loan of \$755,000.00 dated July 17, 1996, interest rate of 3.79% amounting to \$133,948.00;
- (3) Revolving state loan of \$380,000.00 dated September 30, 1993, interest rate of 2.7% amounting to \$35,649.00; and
- (4) Revolving state loan of \$1,079,032.00 dated December 24, 2009, interest rate of 1.9% amounting to \$992,367.00.

Sincerely,

Robert L. Switkes, Esq.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND
DRINKING WATER FACILITIES**

LOAN APPLICATION



Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, Bureau of Water Facilities Funding, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(2) COMPLETING THE APPLICATION.

(a) This application consists of four parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; and (IV) APPLICANT RESOLUTION, ASSURANCES, AND CERTIFICATION.

(b) All information provided on this application must be typed. Monetary amounts may be rounded to the nearest \$1,000.

(c) Attachments to be submitted are denoted with *italic print*. They are to be listed on Page 10.

(3) ASSISTANCE.

Bureau of Water Facilities Funding staff are available to provide assistance. Please call (850) 488-8163 or SUNCOM 278-8163.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR APPLYING FOR LOAN. North Bay Village

Federal Employer Identification Number. 59-6000388

(2) AUTHORIZED REPRESENTATIVE. [Person formally authorized by the project sponsor to sign or attest to loan documents, including this application. If more than one, attach the information.

Name Frank K. Rollason Telephone 305-756-7171

Title Village Manager

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

(3) PRIMARY CONTACT PERSON. (Person to answer questions about this application.)

Name Rodney Carrero-Santana Telephone 305-756-7171

Title Public Works Director Fax # 305-756-7722

Employer North Bay Village

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

(4) ADDITIONAL PERSON(S) TO RECEIVE COPY OF DEPARTMENT CORRESPONDENCE. (If more than one, attach the information (*Attachment #*_____)).

Name Bert Wrains Telephone 305-756-7171

Title Finance Director Employer North Bay Village

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

(5) PROJECT NUMBER (identified on the Department's priority list). DW13042

(6) LOAN AGREEMENT DATE. When do you expect to sign the Loan Agreement? November 2014
(Allow time for Department preparation of agreement, applicant review, and local commission meeting if applicable.)

(7) PREAWARD COMPLIANCE. Has an *EPA Preaward Compliance Review Report* been submitted for this project? ___ Yes. No. If "yes", identify the date submitted to the Department _____. If not, please complete and attach the EPA form. (*Attachment #1*)

(8) FEDERAL EQUIVALENCY REQUIREMENTS. As a result of the federal funding of the State Revolving Fund Program for Drinking Water Facilities, there are federal requirements that must be met to enable financial assistance for any project. These requirements are identified under PART IV of this application.

PART II - PROJECT INFORMATION. Complete SUBPART A or SUBPART B as appropriate.

SUBPART (A): PRECONSTRUCTION LOAN INFORMATION.

(1) PRECONSTRUCTION ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. (Kimley Horn Letter)

(2) PRECONSTRUCTION LOAN SCHEDULE.

(a) Provide proposed completion dates for the items below. (Please call Department staff to discuss time frames needed to complete required tasks.)

Water facilities plan adoption by the Project Sponsor. January 2015

Engineering design. May 2015

Certification of site availability (for construction and operation). May 2015

(b) Do you anticipate that a contractual agreement with another party will be necessary to implement the project? Yes. ___ No. If "yes", list entities to be involved.

Kimley Horn and Associates, Inc.

(3) PRECONSTRUCTION LOAN PROJECT COSTS. Is the cost information submitted for the priority list current? Yes. ___ No. If "no", please explain and submit revised cost information (*Attachment #*____) using the appropriate page of the Request for Inclusion on the Priority List for Drinking Water Facilities Form 62-552.900(1), F.A.C. Note that the disburseable amount (including the repayment reserve) will be limited to the priority list amount. Preconstruction loans are not available to finance the non-grant share of SRF preconstruction grants.

SUBPART B: CONSTRUCTION LOAN INFORMATION.

(1) CONSTRUCTION ACTIVITIES

(a) Attach a brief description of construction activities to be financed by this loan. Include a list of the construction contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*____). Also provide a proposed "start date" and "completion date" for each contract.

(b) Attach a copy of the Department letter(s) accepting the plans and specifications and all addenda (*Attachment #*____).

(c) Does this project involve a contractual service agreement with other entities? ___ Yes. ___ No. If "yes", attach a copy of the Department letter accepting the agreement. (*Attachment #*____) Is the agreement, as accepted by the Department, fully executed and enforceable? ___ Yes. ___ No. If "no", please explain (*Attachment #*____).

(d) Has the Department accepted a clear site title certification for the project? Yes. No. If "yes", provide evidence of such certification or its acceptance. (Attachment #) If "no", explain.

(Attachment #)

(e) Attach evidence that either a permit from the Department is not required to authorize project construction or that such authorization has been issued by the Department. (Attachment #)

(2) CONSTRUCTION LOAN PROJECT COSTS.

Is the cost information submitted for the priority list current? Yes. No. If "no", please explain and submit revised cost information (Attachment #) using the appropriate page of the Request for Inclusion on the Priority List for Drinking Water Facilities Form 62-552.900(1), F.A.C. Note that the disburseable amount (including the repayment reserve) will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

(1) **PRINCIPAL AMOUNT OF THE LOAN.** The requested amount of the loan, including capitalized interest (which is not disbursed), is \$240,000. The estimate of the capitalized interest is \$. Note that the disburseable amount will be limited to the priority list amount and must be consistent with the information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect disbursement timing.

(2) LOAN TERMS AND REPAYMENT.

(a) If a construction loan involves a financially disadvantaged community, loans are amortized over 30 years, or less, with interest and principal paid semiannually. If a construction loan is not for a project to serve such a community, loans are amortized over 20 years, or less, with interest and principal paid semiannually. Preconstruction loans are amortized over not more than 10 years, with interest and principal paid semiannually. Do you want to repay the loan in less than the maximum amortization period?

Yes. No. If "yes", identify the number of years .

(b) Due to limitations on availability of State Revolving Fund revenues, a large (generally in excess of \$8 million unless the loan is to be made from the reserve for small communities in which case the amount generally would be in excess of \$1.5 million) loan amount may be provided in increments pursuant to the initial loan agreement and subsequent amendments as well Chapter 62-552, F.A.C. Each increment shall have a separate interest rate as established in the agreement or amendment providing that increment. If in doubt about whether the funding will be segmented, this matter should be discussed with Department staff.

(c) List all revenues that are to be pledged for repayment of this loan. (Note: Typically, water system or water and sewer system revenues are pledged, and the net revenues available for loan repayment must equal at least 1.15 times the annual debt service unless special reserves are locally funded. Rule 62-552.430, F.A.C., addresses pledged revenues and coverage requirements.

Water and Sewer Revenues Utility Fund

(3) **LOAN REPAYMENT RESERVE.** The Applicant will be required to maintain a Loan Repayment Reserve Account to provide an interim remedy for any deficiency in pledged revenues. This reserve shall be no less than 0.03 times the total loan amount less the portion of the loan for capitalized interest and loan repayment reserve. Loan proceeds will be provided to establish the minimum (0.03) reserve.

(4) ADDITIONAL LOAN SECURITIZATION. If the project sponsor does not meet the requirements of Rule 62-552.430(4), F.A.C., for pledged revenue, loan repayment responsibility, default remedies, and debt service history, indicate which of the following securitization provisions the project sponsor is prepared to negotiate (describe each in *Attachment # 3*):

- (a) Additional escrowed loan repayment reserve. No _____ Yes
- (b) Letter of credit. No Yes _____
- (c) Lien on tangible assets. No Yes _____
- (d) Personal or corporate obligation. No Yes _____
- (e) Other equivalent securitization. No Yes _____

(5) INFORMATION ON LIENS.

(a) Describe all debt obligations having a prior or parity lien on the revenues pledged for this Loan

(*Attachment #4* see the following example:

City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the *Schedule of Prior and Parity Liens* (page 7), provide debt service information on each prior and parity obligation. For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance,

and debt rating (*Attachment # 4*).

(6) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Schedule of Actual Revenues and Debt Coverage for Rate-Based System Pledged Revenues (page 8) for the past two fiscal years. Additional information may be required if deemed necessary by the Department to evaluate credit-worthiness of the applicant.

(b) Complete the Schedule of Projected Revenues and Debt Coverage for Rate-Based System Pledged Revenue (page 9), demonstrating the availability of pledged revenues for loan repayment. All projects expected to be implemented in the next five years are to be reflected into the need for projected revenues.

(7) LEGAL OPINION ON THE AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion (*Attachment #3*) addressing the:

- (a) Availability of the revenues to repay the loan;
- (b) Right to increase rates at which revenues shall be collected to repay the loan; and
- (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(8) RESOLUTION ESTABLISHING PLEDGED REVENUES. Provide a certified resolution or other documentation (*Attachment # 4*) of the formal action taken by the applicant that establishes the pledged revenues.

PART IV - APPLICANT RESOLUTION, ASSURANCES, AND CERTIFICATION

(1) RESOLUTION. Provide a certified resolution or other documentation (*Attachment #4*) of the formal action taken by Applicant that:

- (a) Authorizes this application; and
- (b) Designates the Authorized Representative(s) to file the application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) **ASSURANCES AND CERTIFICATION.** The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements in undertaking the project:

- (a) Complete all facilities recommended in the approved facilities plan.
- (b) The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
- (c) The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
- (d) The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
- (e) The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
- (f) Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
- (g) Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
- (h) Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
- (i) The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.
- (j) The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
- (k) The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
- (l) Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
- (m) Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction, and services.
- (n) The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be reviewed in accordance with state clearinghouse procedures.
- (o) The Amended Safe Drinking Water Act, PL 104-182, which sets forth requirements for public water systems.
- (p) The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
- (q) The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
- (r) The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

(s) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

(t) Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

(u) Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Authorized Representative _____ Frank K. Rollason _____
(signature) (name typed)

Signed this _____ Day of _____, 20 _____

Attachments

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SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	SRL - DEP _____	_____	_____
Coverage	1.15 %	_____ %	_____ %
Insured?	_____ Yes <input checked="" type="checkbox"/> No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
1996	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1997	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1998	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1999	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2001	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2002	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2003	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2004	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2005	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2006	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2007	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2008	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2009	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2010	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$201,925	\$ _____	\$ _____	\$ _____	\$201,925
2014	\$225,955	\$ _____	\$ _____	\$ _____	\$225,955
2015	\$180,465	\$ _____	\$ _____	\$ _____	\$180,465
2016	\$180,465	\$ _____	\$ _____	\$ _____	\$180,465
2017	\$133,451	\$ _____	\$ _____	\$ _____	\$133,451
2018	\$133,451	\$ _____	\$ _____	\$ _____	\$133,451
2019	\$65,858	\$ _____	\$ _____	\$ _____	\$65,858
2020	\$65,858	\$ _____	\$ _____	\$ _____	\$65,858
2021	\$65,858	\$ _____	\$ _____	\$ _____	\$65,858

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE
FOR RATE-BASED SYSTEM PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	FY 2013	FY 2014
(a) Operating Revenues:		
Water Service	\$1,537,568 _____	\$1,476,504 _____
Other <u>Late Charges</u>	\$40,644 _____	\$10,150 _____
(b) Interest Income	_____	_____
(c) Other Income or Revenue (Identify)		
_____	0 _____	0 _____
_____	0 _____	0 _____
(d) Total Revenues	\$1,578,232 _____	\$1,476,654 _____
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$1,096,664 _____	\$1,138,184 _____
(f) Net Revenues (f = d - e)	\$481,568 _____	\$338,470 _____
(g) Debt Service (including required coverage; should reflect last column of preceding page)	\$201,925 _____	\$225,955 _____
(h) Attach audited annual financial report(s), or pages thereof, and any other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF loan. (<i>Attachment # 6</i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment # _____</i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment # _____</i>)		

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR RATE-BASED SYSTEM PLEDGED REVENUE**

(Begin with the fiscal year preceding first anticipated semiannual loan payment.)

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
(a) Water Operating Revenue	\$1,641,450	\$1,690,000	\$1,700,000	\$1,750,000	\$1,775,000
(b) Other Operating Revenue	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
(c) Interest Income	0	0	0	0	0
(d) Other Income or Revenue (identify)	0	0	0	0	0
	0	0	0	0	0
(e) Total Revenues	\$1,651,450	\$1,700,000	\$1,710,000	\$1,780,000	\$1,785,000
(f) Operating Expenses (excluding interest on debt, depreciation, and other non- cash items)	\$1,254,529	\$1,350,000	\$1,400,000	\$1,450,000	\$1,500,000
(g) Net Revenues (g = e - f)	\$396,921	\$350,000	\$310,000	\$350,000	\$285,000
(h) Revenue (including coverage) pledged to debt service, excluding SRF loans	0	0	0	0	0
(i) Revenue (including coverage) pledged to outstanding SRF loans	0	0	0	0	0
(j) Revenue Available for this SRF Loan (j = g - h - i)	\$396,921	\$350,000	\$310,000	\$350,000	\$285,000

(k) Identify the source of the above information and explain methods used to develop the projections (*Attachment #* ____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.
Budget Projections

(l) Are the above projections consistent with the capital improvements financing information in the accepted water facilities plan? Yes _____ No. If not, explain on *Attachment #* _____.



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 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR WATER METER AND SERVICE LINE REPLACEMENT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR WATER METER AND SERVICE LINE REPLACEMENT; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project Number DW 13042 (Water Meter and Service Line Replacement Project) as eligible for available funding; and

WHEREAS; North Bay Village, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. North Bay Village, Florida, is authorized to apply for a loan to finance the Water Meter and Service Line Replacement Project.

Section 3. The revenues pledged for the repayment of the loan are the net revenues of the Village's water and sewer systems.

Section 4. The Village Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: DEP Loan DW 13040-Transmission and Distribution of Water Lines Project.

Section 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the Village in carrying out the Village's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority for borrowing moneys to construct this Project is 166.01, Florida Statutes.

Section 7. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. This Resolution shall become effective immediately upon its passage and adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October, 2014.

Connie Leon-Kreps, Mayor



**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: October 2, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to provide engineering services for sanitary sewer rehabilitation project for the Village

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under the project agreement with Kimley-Horn and Associates, Inc. to provide engineering services for sanitary sewer rehabilitation project for the Village.

BACKGROUND:

North Bay Village's sewer sanitary system has been experiencing inflow and infiltration for some time. Verification and quantification with location are key to finding a solution to the problem. North Bay Village has selected the services of a consultant engineering firm to perform analyses of various studies that will allow North Bay Village to reduce the amount of inflow and infiltration in the system. The sanitary sewer collection system at North Bay Village has been in place for over 30 years. Over time the system has had corrections made to remove a portion of the infiltration; however, we are still experiencing large volumes of ground water in the system. The results of the SSES

MEMO TO VILLAGE COMMISSION

OCTOBER 2, 2014

PAGE 2 OF 2

evaluation will provide North Bay Village the tools and opportunity to correct the infiltration thereby promoting future growth. Alternative means of performing these corrections extend from pipe point repairs, pipe lining to total pipe replacement. By performing these corrections North Bay Village can provide more sewer capacity to future development at the Village. These funds are to provide the engineering services to perform the required corrections identified by the SSES.

This project is based on the prioritized rehabilitation program, and in conjunction with the SSES flow data, the Consultant will develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the Village's sanitary sewer collection system. The bid documents will include sanitary sewer rehabilitation process descriptions and details for lining, point repairs, and grouting of sanitary system piping and laterals. All work will be limited to the public Right-of-Way. No work will be performed on private property.

The lack of long term planning in addition to the attitude of "let's just get it done!" has led to many mistakes to the point that neglect and lack of maintenance has caught up to us now. We are located on one of the major and environmentally sensitive intercostal waterways, Biscayne Bay. The economic and environmental impact due to the infrastructure failure of our sewer lines, water lines, storm water outfalls and roadways will be catastrophic to the local economy, not only for North Bay Village but also for the local tourism of the City of Miami and Miami Beach.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state and will only be executed when that happens.

The project cost for the engineering services is not to exceed \$44,690.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carreo-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

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MEMORANDUM

North Bay Village

DATE: October 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S SANITARY SEWER REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S SANITARY SEWER REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital improvement project to comprehensively rehabilitate the Sanitary Sewer System to include repair and replacement of sewer lines with the goal of eliminating a substantial percentage of infiltration and inflow; and

WHEREAS, the Village desires the services of an engineer to provide professional services to develop a Sanitary Sewer Rehabilitation Plan and prepare Bid Documents associated with the resulting Sanitary Sewer Rehabilitation Program based on the results of the Sanitary Sewer Evaluation Study; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", to provide the professional engineering services for the Sanitary Sewer Rehabilitation Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-06 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services to develop a Sanitary Sewer Rehabilitation Plan and prepare Bid Documents for the Sanitary Sewer Rehabilitation Program at a lump sum cost not to exceed \$44,690 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 Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project 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.

PASSED AND ADOPTED this 14th day of October 2014.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Engineering Services-Sanitary Sewer Rehabilitation Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-06

Sanitary Sewer Rehabilitation Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-06

Sanitary Sewer Rehabilitation Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT is currently working with the VILLAGE to update their Sanitary Sewer Evaluation Study based on flow data collected from the sanitary sewer collection system. For this scope of work, the CONSULTANT will provide professional services to review and evaluate Closed Circuit TV (CCTV) and Smoke Test results completed by the VILLAGE to develop a Sanitary Sewer Rehabilitation Plan. The CONSULTANT will also prepare Bid Documents associated with the resulting Sanitary Sewer Rehabilitation Program as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement,

prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. the CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed ninety (90) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$44,690.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount

stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE

evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate , duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Date: _____

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT is currently working with the VILLAGE to develop an update to their Sanitary Sewer Evaluation Study (SSES) based on flow data collected from their sanitary sewer collection system. That study update is required by the Department of Regulatory and Economic Resources (DRER) as part of the Volume Sewer Customer Ordinance (VSCO) required by the Second and Final Partial Consent Decree (SFPCD) and incorporated into the Code of Miami-Dade County.

The intent of the SSES program is to determine if inflow/infiltration flows into the VILLAGE's sanitary sewer system are in compliance with the SFPCD. The Village has also cleaned, video recorded, and performed smoke testing to further identify inflow/infiltration problems. The CONSULTANT will review the test results provided by the VILLAGE to evaluate the rehabilitation processes and quantities, prepare associated costs, and develop a prioritized Sanitary Sewer Rehabilitation Program.

Based on the prioritized rehabilitation program and in conjunction with the SSES flow data, the CONSULTANT will develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the VILLAGE's sanitary sewer collection system. The bid documents will include sanitary sewer rehabilitation process descriptions and details for lining, point repairs, and grouting of sanitary system piping and laterals. All work will be limited to the public Right-of-Way. No work will be performed on private property. Because this is a rehabilitation program, this scope of work does not include any hydraulic analysis of the sanitary sewer system or project permitting.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Sanitary Sewer Rehabilitation Program

- 1.1 This task will include reviewing the CCTV and Smoke Test data to evaluate the recommended rehabilitation processes and quantities. The VILLAGE will provide the CONSULTANT with the testing data.
- 1.2 The CONSULTANT will develop costs associated with the various rehabilitation processes and review the costs against the recommended repair types to develop a prioritized sanitary sewer rehabilitation program. This data will be reviewed in conjunction with the SSES flow data results as well.
- 1.3 The CONSULTANT will provide a schematic map based on the VILLAGE’s sanitary sewer atlas summarizing the proposed repairs with associated costs as the Sanitary Sewer Rehabilitation Program.
- 1.4 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the Sanitary Sewer Rehabilitation Program approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. CCTV and Smoke Test Data.
- B. Sanitary Sewer Atlas.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with the Sanitary Sewer Rehabilitation Program on 11 x 17 plan sheets. The plans will be based on the existing utility survey file, schematic and in plan view only to indicate the rehabilitation processes such as lining, point repairs, and grouting of sanitary sewer piping and laterals throughout the VILLAGE’s sanitary sewer system. The plan sheets will also include details for sanitary sewer system improvements. The sanitary sewer details will be based Miami-Dade Water and Sewer Department (WASD) standards. The plans will also address removal of existing sanitary sewer components.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. The sanitary sewer specifications will be based Miami-Dade Water and Sewer Department

(WASD) standards. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units. The bid form will also include line items and quantities as coordinated with the VILLAGE for uninstalled equipment to establish an inventory of sanitary sewer components for the VILLAGE.

- 2.3 The bid documents and resulting inventory will be used by the VILLAGE as a submittal to DRER to address the remedial action plan (RAP) and Capacity Management Operations and Maintenance (CMOM) Plan requirements of the SSES program. This scope of services does not include any coordination or submittals to DRER.
- 2.4 The CONSULTANT will provide an opinion of probable construction cost for the Sanitary Sewer Rehabilitation Program.
- 2.5 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE's sanitary sewer collection system for operational improvements.
 - Additional sanitary sewer system testing.
 - Environmental and Building Department project permitting.
 - Construction phase services.
- 4.2 Additional field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Sanitary Sewer One plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$44,690.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Sanitary Sewer Rehabilitation Program	\$13,480.00
Task 2 – Bid Document Development	\$28,740.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$44,690.00



**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: October 2, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to provide engineering services for water meter replacement for the Village

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under the project agreement with Kimley-Horn and Associates, Inc. to provide engineering services for water meter replacement for the Village.

BACKGROUND:

The original water system piping is estimated to have been installed around 1945. Based on Village atlas and GIS information, expansion of the water system occurred through 1967. The current water meters 623 units, are over 15 years old and are not providing accurate readings. In addition, the water table at North Bay Village is very high and the lines are constantly under groundwater with aggressive salinity content and conditions that promote corrosion which lead to leaks in the service lines. The funding requested is to replace the water meters, replace the meter boxes and install as needed service lines with associated valves and fittings.

MEMO TO VILLAGE COMMISSION
OCTOBER 2, 2014
PAGE 2 OF 2

This project is to develop Bid Documents to replace water meters throughout the Village's water distribution system. The Village intends to utilize Automatic Meter Reading (AMR) devices. The project objective is to replace all water meters and associated service lines from the new meters to the connection points with the water mains. The intent is to coordinate the water meter replacement program work with the water main rehabilitation program so that all underground work will be performed concurrently. All work will be limited to the public Right-of-Way. No work will be performed on private property. Development of the construction plans will be based on a utility survey previously prepared by the Consultant.

The lack of long term planning in addition to the attitude of "let's just get it done!" has led to many mistakes to the point that neglect and lack of maintenance has caught up to us now. We are located on one of the major and environmentally sensitive intercostal waterways, Biscayne Bay. The economic and environmental impact due to the infrastructure failure of our sewer lines, water lines, storm water outfalls and roadways will be catastrophic to the local economy, not only for North Bay Village but also for the local tourism of the City of Miami and Miami Beach.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state and will only be executed when that happens.

The project cost for the engineering services is not to exceed \$46,050.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carrero-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER METER REPLACEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER METER REPLACEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital improvement project which will include the replacement of water meters, replacement of meter boxes, and installation of service lines associated with associated valves and fittings as necessary; and

WHEREAS, the Village desires the services of an engineer to provide professional services to prepare Bid Documents associated with replacing water meters and water services throughout the Village's water distribution system; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", to provide the professional engineering services for the Water Meter Replacement Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-04 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services to prepare the Bid Documents for associated with replacing water meters and water services throughout the Village’s water distribution system at a lump sum cost not to exceed \$46,050 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 Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project 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.

PASSED AND ADOPTED this 14th day of October 2014.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Water Meter Replacement Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-04

Water Meter Replacement Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-04

Water Meter Replacement Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with replacing water meters and water services throughout the VILLAGE's water distribution system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. the CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed thirty (30) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$46,050.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate , duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

VILLAGE Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop Bid Documents to replace water meters throughout the VILLAGE's water distribution system. The VILLAGE intends to utilize Automatic Meter Reading (AMR) devices. The project objective is to replace all water meters and associated service lines from the new meters to the connection points with the water mains. The intent is to coordinate the water meter replacement program work with the water main rehabilitation program so that all underground work will be performed concurrently. The VILLAGE prepared a summary table of the water meters required including manufacturer, model, quantities, sizes, types, fittings, costs, and locations for use by the CONSULTANT in developing the bid documents. All work will be limited to the public Right-of-Way. No work will be performed on private property. Development of the construction plans will be based on a utility survey previously prepared by the CONSULTANT. Based on this being a rehabilitation project, this scope of work does not include any hydraulic analysis of the water distribution system, meter sizing, or project permitting.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Site Visit/Component Review

- 1.1 This task will include one site visit to obtain general site/property information as compared to the water meter information provided by the VILLAGE and for coordination with the water main rehabilitation program. The VILLAGE will provide the CONSULTANT with the water meter summary table discussed above and utility survey file.
- 1.2 The CONSULTANT will evaluate the utility survey as compared to the meter summary table as a preliminary phase of developing the construction plans.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the preliminary field and component review as well as the water meter replacement program approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. Water meter summary table.
- B. Utility survey file.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with implementing the water meter replacement program on 11 x 17 plan sheets. The plans will be based on the existing utility survey file, schematic and in plan view only to indicate replacement of water meters, meter boxes, fittings, water service lines, property addresses, and accessories throughout the VILLAGE’s water distribution system. The plan sheets will also include details and typical water service connections for the water meter system improvements. The water service details will be based Miami-Dade Water and Sewer Department (WASD) standards. The plans will also address removal of existing water service equipment.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. The water service specifications will be based Miami-Dade Water and Sewer Department (WASD) standards. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units. The bid form will also include line items and quantities as coordinated with the VILLAGE for

uninstalled equipment to establish an inventory of water service components for the VILLAGE.

- 2.3 The CONSULTANT will provide an opinion of probable construction cost for the water meter replacement program. Costs associated with furnishing and installing the water meters and accessories will be provided by the VILLAGE. The CONSULTANT will incorporate cost associated with installing the service lines.
- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE’s water distribution system for operational improvements.
 - Power or electrical engineering.
 - Environmental or Building Department project permitting.
 - Construction phase services.
- 4.2 Additional field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One plan set (11” x 17”) with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$46,050.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Component review	\$12,400.00
Task 2 – Bid Document Development	\$31,180.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$46,050.00



**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: October 2, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to provide engineering services for water leak detection and replacement of water lines for the Village

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under the project agreement with Kimley-Horn and Associates, Inc. to provide engineering services for water leak detection and replacement of water lines for the Village.

BACKGROUND:

The original water system piping was likely installed around 1945. Based on Village atlas and GIS information, expansion of the water system occurred through 1967. To date, the system includes approximately eight miles of 2" through 30" system piping and includes air release valves, isolation valves, water services, water meters, and fire hydrants. In addition, the water lines are constantly underground water with aggressive salinity content conditions that promote corrosion which lead to leaks. We are currently experiencing a high water amount discrepancy between the volume charged to the

MEMO TO VILLAGE COMMISSION

OCTOBER 2, 2014

PAGE 2 OF 2

customers and the amount billed by our provider MDWASD. The requested funds are to provide engineering services to correct the leakage in the water mains.

This project is to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the Village's water distribution system. The project objective is to determine water leak locations throughout the water distribution system by means of an electronic leak detection device. The bid documents will include the leak detection process requirements, but the actual leak detection work will be performed by the contractor as part of the rehabilitation process. With the water leaks detected, associated sections of water main will be replaced. The intent is to coordinate the water main rehabilitation program with the water meter replacement program so that all underground work will be performed concurrently. The water main rehabilitation program will include estimated quantities of the various water main sizes as well as estimated quantities for valve and fire hydrant replacement. All work will be limited to the public Right-of-Way. No work will be performed on private property. Development of the construction plans will be based on a utility survey previously prepared by the Consultant.

The lack of long term planning in addition to the attitude of "let's just get it done!" has led to many mistakes to the point that neglect and lack of maintenance has caught up to us now. We are located on one of the major and environmentally sensitive intercostal waterways, Biscayne Bay. The economic and environmental impact due to the infrastructure failure of our sewer lines, water lines, storm water outfalls and roadways will be catastrophic to the local economy, not only for North Bay Village but also for the local tourism of the City of Miami and Miami Beach.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state and will only be executed when that happens.

The project cost for the engineering services is not to exceed \$35,020.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carrero-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER MAIN REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER MAIN REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital improvement project to rehabilitate the water system to correct leakage in the water main; and

WHEREAS, the Village desires the services of an engineer to provide professional services to develop Bid Documents associated with evaluating water leaks and rehabilitating associated sections of water main throughout the Village's water distribution system; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", for the Water Main Rehabilitation Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-05 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the Village's water distribution system at a lump sum cost not to exceed \$35,020 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 Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project 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.

PASSED AND ADOPTED this 14th day of October 2014.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Water Main Rehabilitation Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-05

Water Main Rehabilitation Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-05

Water Main Rehabilitation Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with evaluating water leaks and rehabilitating associated sections of water main throughout the VILLAGE's water distribution system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. the CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed thirty (30) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$35,020.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate , duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

VILLAGE Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____

Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the VILLAGE's water distribution system. The project objective is to determine water leak locations throughout the water distribution system by means of an electronic leak detection device. The bid documents will include the leak detection process requirements, but the actual leak detection work will be performed by the contractor as part of the rehabilitation process. With the water leaks detected, associated sections of water main will be replaced. The intent is to coordinate the water main rehabilitation program with the water meter replacement program so that all underground work will be performed concurrently. The water main rehabilitation program will include estimated quantities of the various water main sizes as well as estimated quantities for valve and fire hydrant replacement. All work will be limited to the public Right-of-Way. No work will be performed on private property. Development of the construction plans will be based on a utility survey previously prepared by the CONSULTANT. Because this rehabilitation program is based on leak detection only, this scope of work does not include any hydraulic analysis of the water distribution system or project permitting.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Site Visit/Component Review

- 1.1 This task will include one site visit to obtain general site information associated with developing the water leak detection process requirements and for coordination with the water meter replacement program. The VILLAGE will provide the CONSULTANT with utility survey file.
- 1.2 The CONSULTANT will research the leak detection process proposed by the VILLAGE as it relates to incorporation into the bid documents and GPS mapping.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the preliminary leak detection research and the water main system rehabilitation program approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. Water system component preferences.
- B. Water meter summary table.
- C. Utility survey file.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with implementing the leak detection process and resulting water main rehabilitation program on 11 x 17 plan sheets. The plans will be based on the existing utility survey file, schematic, and in plan view only to indicate the rehabilitation of water mains, valves, and fire hydrants needing replacement throughout the VILLAGE’s water distribution system. The plan sheets will also include details for water system improvements. The water system details will be based Miami-Dade Water and Sewer Department (WASD) standards. The plans will also address removal of existing water system equipment.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. The water system specifications will be based Miami-Dade Water and Sewer Department (WASD) standards. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units. Because the water main rehabilitation quantities will be based on leak detection that has not yet been completed, the intent is to develop estimated quantities in conjunction with

the VILLAGE based on a percentage of system replacement. The bid form will also include line items and quantities as coordinated with the VILLAGE for uninstalled equipment to establish an inventory of water system components for the VILLAGE.

- 2.3 The CONSULTANT will provide an opinion of probable construction cost for the water main rehabilitation program.
- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE’s water distribution system for operational improvements.
 - Leak detection analysis prior to development of bid documents.
 - Evaluation of leak detection results post bid.
 - Environmental or Building Department project permitting.
 - Construction phase services.
- 4.2 Additional field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One plan set (11” x 17”) with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$35,020.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Component review	\$14,940.00
Task 2 – Bid Document Development	\$17,610.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$35,020.00



**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: October 2, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to provide engineering services for a stormwater outfall rehabilitation project for the Village

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under the project agreement with Kimley-Horn and Associates, Inc. to provide engineering services for a stormwater outfall rehabilitation project for the Village.

BACKGROUND:

There are 50 outfalls in North Bay Village that are rapidly deteriorating due to corrosion and reaching the end of the life cycle. We are seeking to install flexible closure valves at the outfalls to prevent salt water intrusion to the storm drainage system during storm and high tide events. These events are becoming more common place in South Florida due to changing environmental conditions

MEMO TO VILLAGE COMMISSION
OCTOBER 2, 2014
PAGE 2 OF 2

The lack of long term planning in addition to the attitude of "let's just get it done!" has led to many mistakes to the point that neglect and lack of maintenance has caught up to us now. We are located on one of the major and environmentally sensitive intercostal waterways, Biscayne Bay. The economic and environmental impact due to the infrastructure failure of our sewer lines, water lines, storm water outfalls and roadways will be catastrophic to the local economy, not only for North Bay Village but also for the local tourism of the City of Miami and Miami Beach.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state and will only be executed when that happens.

The project cost for the engineering services is not to exceed \$37,720.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carrero-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital project to improve the deteriorating stormwater outfalls in the Village; and

WHEREAS, the Village desires the services of an engineer to provide professional services to prepare Bid Documents associated with rehabilitating the stormwater outfall structures and piping; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", to provide the professional engineering services for Stormwater Outfall Rehabilitation Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-03 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services to prepare the Bid Documents for the Stormwater Outfall Rehabilitation Project at a lump sum cost not to exceed \$37,720 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 Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project 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.

PASSED AND ADOPTED this 14th day of October 2014.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Stormwater Outfall Improvement Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-03

Stormwater Outfall Rehabilitation Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-03

Stormwater Outfall Rehabilitation Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and The CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with rehabilitating the VILLAGE's stormwater outfall structures and piping as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed thirty (30) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay The CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$37,720.00. It is understood that the method of compensation is that of Lump Sum which means that The CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by The CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse The CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon The CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate , duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

VILLAGE Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop Bid Documents to rehabilitate the VILLAGE's outfall structures and outfall pipes. The bid documents will address cleaning the existing outfall structures, cleaning and lining the existing outfall piping, and installing new check valves in the existing outfall structures to minimize backflow from the bay into the VILLAGE's stormwater system. The intent is to address this work as a rehabilitation project and this scope of work does not include any hydraulic analysis or drainage analysis to evaluate stormwater system performance. Based on this being a rehabilitation project, no project permitting is anticipated or included in this scope of work.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Site Visit/Component Review

- 1.1 This task will include one site visit to obtain outfall structure and site information. The VILLAGE will provide the CONSULTANT with available stormwater system plans and component details so that the CONSULTANT can evaluate the scope of outfall structure and piping rehabilitation work. This scope of work does not include evaluating any outfall piping from the bay or with CCTV.
- 1.2 The CONSULTANT will also review the outfall structure design to develop an approach for installing the outfall check valves. The VILLAGE will provide check valve information for review by The CONSULTANT. This scope of work does not include evaluating any stormwater collection system piping upstream of the outfall structures.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the preliminary component review and rehabilitation approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. Original stormwater system plans and component details.
- B. Manufacturer cut sheet on proposed check valve.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with rehabilitating the existing outfall structures and piping on 11 x 17 plan sheets. The plans will be schematic and in plan view only to indicate locations of outfall structures and piping. Plan sheets will also include details for the outfall structure modifications to clarify the intent of the plans.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units.
- 2.3 The CONSULTANT will provide an opinion of probable construction cost for the proposed rehabilitation project.

- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, The CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of stormwater system or outfall piping sizing.
 - Replacement of existing outfall structures.
 - Environmental or Building Department project permitting.
 - Construction phase services.
- 4.2 Field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$37,720.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Component review	\$12,390.00
Task 2 – Bid Document Development	\$22,860.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$37,720.00



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

10I

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: September 25, 2014

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

RECOMMENDED BY:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Frank Rollason, Village Manager

SUBJECT: Physicians Health Center

RECOMMENDATION:

It is recommended that the Village contract with Physicians Health Center to provide pre-employment medical testing, urgent care services, drug testing and general physicals as needed for all employees.

BACKGROUND:

Currently, for the above stated medical services, the Village has been working with Mount Sinai and Fast Care. The Village is not under contract with either Mount Sinai or Fast Care to provide these services but has been simply using both of these vendors for the past few years. Although, both of these vendors provide us with good service, we have determined that these vendors are not able to meet all of our required union and policy needs, one of those being post-accident drug testing.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Furthermore, Physicians Health Center will be able to provide our HR Department with online access to medical notes and forms needed for workers compensation. Ultimately, Physicans Health Center will also be able to provide us with 24 hour drug testing if needed. We find the change to Physicians Health Center will provide us with comprehensive medical services we need to be in compliance with policy.

FINANCIAL IMPACT:

When post-accident drug testing is required there will be a fee of \$35.00 when done at the clinic and a fee of \$210.00 when done on-site afterhours. Our current fee with Mount Sinai is \$45.00, but they do not have the afterhours availability which we need to be in compliance with our union contracts and policies.

PERSONNEL IMPACT:

Ability to provide employees with a one stop shop to take care of on the job medical issues. Ability to comply with union contracts and policies.

2014 Contract of Medical Services

1. Purpose: North Bay Village (NBV) a political subdivision of the State of Florida requires medical services for its employees. Richard L. Dolsey, PHC Inc., a Florida Corporation doing business as Physicians Health Center is qualified and willing to provide those services to NBV. This Contract states the terms of the agreement between the parties.
2. Parties: The parties to this Contract are NBV, and Physicians Health Center / OM Management. The mailing address and points of contract for the parties are:

Jenice Rosado, Human Resource Director
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
Telephone: (305) 756-7171
Fax: (305) 756-7722

Physicians Health Center/Corporate
4483 NW 36 St., Suite 118
Miami, FL 33166
Telephone: (305) 888-7555 ext. 2111
EIN: 59-2355972

3. Term & Termination: The term of this Contract begins the day when both parties have signed it. The contract will remain ongoing until terminated in writing by either party with sixty (60) days advance notice.
4. Services and Fees: A list of the services Physicians Health Center agrees to provide, and the fees NBV agrees to pay for each service, is contained on the attached Exhibit A titled "Medical Services Provided by Physicians Health Center and Fees for Service"
5. Invoicing and Payment: Physicians Health Center will submit invoices and be paid by NBV on a monthly basis.
6. Representations of Physicians Health Center

A- Audit trail: Physicians Health Center agrees to maintain and make available records sufficient to permit a proper audit of its performance of this contract.

- B- Physicians Health Center and OM Management agree to comply with FDLE and FDOT testing procedures and requirements.
 - C- Debarment : Physicians Health Center represents that he has never had a contract, bid or proposal rejected, suspended, or cancelled due to any allegation of a failure to comply with any federal, state or local government law or regulation regarding competitive binding or auditing or accounting standards.
 - D- Insurance: Physicians Health Center represents that all physicians providing services under this contract are covered by medical malpractice insurance in amounts sufficient for hospitals admission in the state of Florida. Certificates of insurance for Physicians Health Center and each medical professional are attached to this contract and by reference made a part of hereof. Physician Health Center will maintain existing malpractice coverage during the term of this contract. Physicians Health Center must provide written notice to North Bay Village of any change of coverage, terms, or carrier.
-
- 8. Indemnification: Physicians Health Center agrees to hold harmless, indemnify and defend the North Bay Village and his predecessors and successors in office, and each and every one of his deputies, employees, and attorneys from any and all loss, damage, claim or judgment arising out of the provision of service pursuant to this contract.
 - 9. Prohibition Against Assignment: neither party shall assign all or any portion of its duties or rights under this contract without the prior written consent of the other party.
 - 10. Independent Status: Physicians Health Center is an independent contractor. Neither it nor any of its personnel are employees or agents of North Bay Village. Neither Physicians Health Center nor its personnel will make any statement or representation on behalf of North Bay Village.
 - 16. Paragraph Headings Not Dispositive: the parties agree that the headings given the paragraphs and other subdivisions of this contract are for ease of reference only and are not dispositive in the interpretation of contract language.
 - 17. No Presumption Against Drafter: the parties agree that this contract has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this contract or any of its terms or provisions there shall be no presumption whatsoever against either party by virtue of their having drafted this contract or any portion thereof.

18. Governing Law and Venue: this contract shall be construed, interpreted, and governed by the laws of state of Florida. Venue for any litigation arising out of this contract will be in Dade County, Florida.
19. Entire Agreement: this contract expresses the complete and final understanding of the parties hereto, that any and all negations and representations not included herein or referred to herein are hereby abrogated and that this contract cannot be changed, modified or varied except by a written instrument signed by all parties hereto. There are no "Private" or "side agreements."
20. Authority of Signatories: the persons signing this contract represent that they have authority to bind their principles its terms.

UNDERSTOOD AND AGREED TO THIS ___ DAY OF _____, 2014.

PHYSICIANS HEALTH CENTER

NORTH BAY VILLAGE

By: Maxie Topper

By: _____

Authorized representative

Authorized representative

Maxie Topper, E.V.P.

Printed name and title

Printed name and title

SARA LOPEZ

Witness as to Physicians Health
Center

Witness to North Bay Village

NORTH BAY VILLAGE PRICING AGREEMENT

Prices based on City of Coral Gables Bid

<u>Group A – Police</u>			
<u>Pre-Employment</u>	<u>Price</u>	<u>Annuals (every two years)</u>	<u>Price</u>
Physical & History	50.00	Physical & History	50.00
CBC	20.00	EKG	40.00
CMP	20.00	Eye Exam	20.00
Urine	10.00	Audiometric Exam	20.00
EKG	40.00		
BP (included in physical)			
Eye Exam	20.00		
Audiometric Exam	20.00		
7 panel drug test	35.00		
PPD Vaccine	25.00		
Hep B Titer	35.00		
Hep B Immunization	65.00		
<u>Fitness For Duty</u>	<u>Price</u>		
Physical Exam	50.00		
CBC	20.00		
CMP \$20	20.00		
Urine	10.00		
EKG	40.00		
BP (included in physical)			
Audiometric Exam	20.00		
Eye exam	20.00		
Spirometry (Respirator Test)	30.00		
<i>Post Accident Drug Test- 7 panel 35.00 / and Alcohol Test - 35.00</i>			
<i>Random Drug Testing – 7 panel - 35.00, Onsite fee 45.00</i>			
<i>Reasonable Suspicion – 7 panel - 35.00</i>			
<i>*After hours drug/alcohol testing 175.00 + fees above</i>			

GROUP B – LABORERS UNION

<u>Pre-Employment</u>	<u>Price</u>	<u>Fitness For Duty</u>	<u>Price</u>
Physical and History	50.00	Physical and History	50.00
EKG	40.00	EKG	40.00
CBC	20.00	CBC	20.00
CMP	20.00	BP	
Urine	10.00	Audiometric Exam	20.00
BP (included in physical)		Eye Exam	20.00
Audiometric Exam	20.00		
Eye Exam	20.00		
Drug Screen – 7 panel	35.00		
Spirometry (Respirator Test)	30.00		
PPD Vaccine	25.00		
Hep B Titer	35.00		
Hep B Immunization	65.00		

Post Accident Drug Test- 7 panel 35.00 / and Alcohol Test - 35.00

Random Drug Testing – 7 panel - 35.00, Onsite fee 45.00

Reasonable Suspicion – 7 panel - 35.00

**After hours drug/alcohol testing 175.00 + fees above*

GROUP C – GENERAL EMPLOYEES (NON-UNION)

<u>PRE-EMPLOYMENT</u>	<u>Price</u>
Physical and History	50.00
EKG	40.00
CBC	20.00
CMP	20.00
Urine	10.00
Blood Pressure (included in physical)	
Audiometric Exam	20.00
Eye Exam	20.00
Spirometry (Respirator Test)	30.00
PPD Vaccine	25.00
Hep B Titer	35.00
Hep B Immunization	65.00

CDL/DOT Physical (every 2 years) 45.00

Post Accident Drug Test- 7 panel 35.00 / and Alcohol Test - 35.00

Random Drug Testing – 7 panel - 35.00, Onsite fee 45.00

Reasonable Suspicion – 7 panel - 35.00

**After hours drug/alcohol testing 175.00 + fees above*

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Richard L. Dolsy, PHC, Inc.	
Business name/disregarded entity name, if different from above Physicians Health Center	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) 7887 N. Kendall Drive Suite 102	Requester's name and address (optional)
City, state, and ZIP code Miami, FL 33156	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								

Employer identification number								
5	9	-	2	3	5	5	9	7

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 8/12/2014
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General Instructions

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Purpose of Form

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

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

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- An estate (other than a foreign estate), or
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Richard L. Dolsey, PHC, Inc.	
	Business name/disregarded entity name, if different from above Physicians Health Center	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 6221 NW 36th Street	Requester's name and address (optional)
	City, state, and ZIP code Miami, FL 33166	List account number(s) here (optional)

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Social security number									

Employer identification number									
5	9	-	2	3	5	5	9	7	2

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Business name/disregarded entity name, if different from above Physicians Health Center	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 20535 NW 2nd Ave Suite 150	Requester's name and address (optional)
City, state, and ZIP code Miami, FL 33169	
List account number(s) here (optional)	

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Social security number								

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Employer identification number									
5	9	-	2	3	5	5	9	7	2

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Request for Taxpayer Identification Number and Certification

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Name (as shown on your income tax return)
 Richard L. Dolsey, PHC, Inc.

Business name/disregarded entity name, if different from above
 Physicians Health Center

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)
 6990 NW 37th Ave

City, state, and ZIP code
 Miami, FL 33147

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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Social security number

				-			-			
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Employer identification number

5	9	-	2	3	5	5	9	7	2
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Richard L. Dolsey, PHC, Inc.	
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	Address (number, street, and apt. or suite no.) 1448 N Krome Ave Suite 101	Requester's name and address (optional)
City, state, and ZIP code Miami, FL 33034		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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Employer identification number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">5</td> <td style="width: 25%; text-align: center;">9</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">2</td> </tr> </table>	5	9	-	2	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">3</td> <td style="width: 25%; text-align: center;">5</td> <td style="width: 25%; text-align: center;">5</td> <td style="width: 25%; text-align: center;">9</td> </tr> <tr> <td style="width: 25%; text-align: center;">7</td> <td style="width: 25%; text-align: center;">2</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	3	5	5	9	7	2		
5	9	-	2										
3	5	5	9										
7	2												

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Sign Here	Signature of U.S. person ▶	Date ▶ 8/12/2014
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A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) O.M. Management, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 4483 NW 36 Street, Suite 120 City, state, and ZIP code Miami, FL 33166 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
Employer identification number										
6	5	-	0	1	3	9	5	9	5	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ **9/5/14**

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Maxine Topper

From: Hernandez, Mark [<mailto:Mark.Hernandez@starwoodhotels.com>]
Sent: Sunday, August 10, 2014 7:44 PM
To: Maxine Topper
Cc: 'Zach Rosenthal'
Subject: Physician Health Center

Maxine,

As you know we have tried many different facilities before we found a home at Physician Health Center. Florida Workers' Compensation can be a challenge to say the least. Maneuvering the various medical legal issues is a hurdle on a hurdle. What we found were many clinics that promised the moon. What we ended with was a medical/legal nightmare, where thousands of dollars were added to seemingly ordinary cases.

I am happy to say the issues we previously experienced at other clinics are no longer present. With your facilities we have a seamless partnership. Our primary goal is having first class treatment for valued employees, cost effectiveness with a heavy dose of care and concern. I am happy to tell our partnership has been exactly what was represented by other clients and your facility. I am thrilled to add my name to cheerleading clients.

As you know the facilities we refer to your locations would be considered luxury locations in the Miami area. Please feel free to forward my information as a reference.

Thank You

Mark Hernandez
Regional Claims Manager
Starwood Hotels and Resorts
1500 Epcot Resorts Blvd
Lake Buena Vista, Florida 32830
Office (407) 934-4396
Mark.Hernandez@StarwoodHotels.Com

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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 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE ENGAGEMENT OF PHYSICIANS HEALTH CENTER FOR THE PURPOSE OF PROVIDING OCCUPATIONAL HEALTH SERVICES FOR VILLAGE EMPLOYEES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE..

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE ENGAGEMENT OF PHYSICIANS HEALTH CENTER FOR THE PURPOSE OF PROVIDING OCCUPATIONAL HEALTH SERVICES FOR VILLAGE EMPLOYEES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village needs to provide occupational health services to employees to protect the health of both the employees and the public; and

WHEREAS, the Village's current provider is unable to meet labor contractual requirements, as well as Village Policy requirement, such as post-accident drug testing; and

WHEREAS, Physicians Health Center is equipped to meet the needs of the Village; and

WHEREAS, the Village Manager finds that it is in the best interest of the Village to enter into an agreement with Physicians Health Center to provide occupational health services to Village employees to include pre-employment medical testing, drug testing and general physicals, as well as urgent care services.

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 enter into an agreement with Physicians Health Center to provide pre-employment medical testing, urgent care services, drug testing and general physicals in accordance with the agreement attached hereto as Exhibit 1.

Section 3. 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, subject to the approval as to form and legality by the Village Attorney.

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

PASSED AND ADOPTED this 14th day of October 2014.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution-Physicians Health Center.

RESOLUTION NO. _____

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA COMMENCING A CAMPAIGN AND PLEDGE AGAINST TEXTING WHILE DRIVING; ENCOURAGING PARTICIPATION OF THE ENTIRE COMMUNITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

WHEREAS, North Bay Village (the “Village”) holds the health and safety of its citizens as a paramount concern; and

WHEREAS, wireless phone use while driving, including, but not limited to reading and sending text messages, has become pervasive through our community, and the nation as a whole; and

WHEREAS, any time a driver attempts to send an electronic text message while driving, his or her attention is diverted from the road; and

WHEREAS, studies have shown that sending electronic text messages while driving greatly increase the likelihood of being involved in a motor vehicle accident and that sending text messages while driving is potentially riskier than driving while under the influence of alcohol or drugs; and

WHEREAS, a driver who attempts to send electronic text messages while driving is not just a hazard to themselves, but to passengers, other drivers, and pedestrians as well; and

WHEREAS, the State of Florida has made illegal to send electronic text messages while driving in the state; and

WHEREAS, the Village Commission desires to commence a campaign whereby members of the Commission, administrative officials, and employees are encouraged to sign a pledge against texting and driving; and

WHEREAS, the Commission of North Bay Village, Florida find that it is in the best interest of the community to support awareness and education efforts against texting and driving.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Campaign and Pledge Against Texting While Driving.
Approval to commence a campaign against texting and driving in North Bay Village by encouraging all employees of the Village, all individuals involved with public and private institutions, and all residents of the Village to sign a pledge against texting while driving and spreading education and awareness efforts against the detrimental consequences of texting and driving.

Section 3. Implementation. The Village Manager is hereby authorized to take such other action as is necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October, 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Texting While Driving.

CHAPTER 2013-58

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 52

An act relating to the use of wireless communications devices while driving; creating s. 316.305, F.S.; creating the “Florida Ban on Texting While Driving Law”; providing legislative intent; prohibiting the operation of a motor vehicle while using a wireless communications device for certain purposes; defining the term “wireless communications device”; providing exceptions; specifying information that is admissible as evidence of a violation; providing penalties; providing for enforcement as a secondary action; amending s. 322.27, F.S.; providing for points to be assessed against a driver license for the unlawful use of a wireless communications device within a school safety zone or resulting in a crash; providing an effective date.

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

Section 1. Section 316.305, Florida Statutes, is created to read:

316.305 Wireless communications devices; prohibition.—

(1) This section may be cited as the “Florida Ban on Texting While Driving Law.”

(2) It is the intent of the Legislature to:

(a) Improve roadway safety for all vehicle operators, vehicle passengers, bicyclists, pedestrians, and other road users.

(b) Prevent crashes related to the act of text messaging while driving a motor vehicle.

(c) Reduce injuries, deaths, property damage, health care costs, health insurance rates, and automobile insurance rates related to motor vehicle crashes.

(d) Authorize law enforcement officers to stop motor vehicles and issue citations as a secondary offense to persons who are texting while driving.

(3)(a) A person may not operate a motor vehicle while manually typing or entering multiple letters, numbers, symbols, or other characters into a wireless communications device or while sending or reading data in such a device for the purpose of nonvoice interpersonal communication, including, but not limited to, communication methods known as texting, e-mailing, and instant messaging. As used in this section, the term “wireless communications device” means any handheld device used or capable of being used in a handheld manner, that is designed or intended to receive or transmit text or character-based messages, access or store data, or connect to the Internet or

any communications service as defined in s. 812.15 and that allows text communications. For the purposes of this paragraph, a motor vehicle that is stationary is not being operated and is not subject to the prohibition in this paragraph.

(b) Paragraph (a) does not apply to a motor vehicle operator who is:

1. Performing official duties as an operator of an authorized emergency vehicle as defined in s. 322.01, a law enforcement or fire service professional, or an emergency medical services professional.

2. Reporting an emergency or criminal or suspicious activity to law enforcement authorities.

3. Receiving messages that are:

a. Related to the operation or navigation of the motor vehicle;

b. Safety-related information, including emergency, traffic, or weather alerts;

c. Data used primarily by the motor vehicle; or

d. Radio broadcasts.

4. Using a device or system for navigation purposes.

5. Conducting wireless interpersonal communication that does not require manual entry of multiple letters, numbers, or symbols, except to activate, deactivate, or initiate a feature or function.

6. Conducting wireless interpersonal communication that does not require reading text messages, except to activate, deactivate, or initiate a feature or function.

7. Operating an autonomous vehicle, as defined in s. 316.003, in autonomous mode.

(c) Only in the event of a crash resulting in death or personal injury, a user's billing records for a wireless communications device or the testimony of or written statements from appropriate authorities receiving such messages may be admissible as evidence in any proceeding to determine whether a violation of paragraph (a) has been committed.

(4)(a) Any person who violates paragraph (3)(a) commits a noncriminal traffic infraction, punishable as a nonmoving violation as provided in chapter 318.

(b) Any person who commits a second or subsequent violation of paragraph (3)(a) within 5 years after the date of a prior conviction for a violation of paragraph (3)(a) commits a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.

(5) Enforcement of this section by state or local law enforcement agencies must be accomplished only as a secondary action when an operator of a motor vehicle has been detained for a suspected violation of another provision of this chapter, chapter 320, or chapter 322.

Section 2. Paragraph (d) of subsection (3) of section 322.27, Florida Statutes, is amended to read:

322.27 Authority of department to suspend or revoke driver license or identification card.—

(3) There is established a point system for evaluation of convictions of violations of motor vehicle laws or ordinances, and violations of applicable provisions of s. 403.413(6)(b) when such violations involve the use of motor vehicles, for the determination of the continuing qualification of any person to operate a motor vehicle. The department is authorized to suspend the license of any person upon showing of its records or other good and sufficient evidence that the licensee has been convicted of violation of motor vehicle laws or ordinances, or applicable provisions of s. 403.413(6)(b), amounting to 12 or more points as determined by the point system. The suspension shall be for a period of not more than 1 year.

(d) The point system shall have as its basic element a graduated scale of points assigning relative values to convictions of the following violations:

1. Reckless driving, willful and wanton—4 points.
2. Leaving the scene of a crash resulting in property damage of more than \$50—6 points.
3. Unlawful speed, or unlawful use of a wireless communications device, resulting in a crash—6 points.
4. Passing a stopped school bus—4 points.
5. Unlawful speed:
 - a. Not in excess of 15 miles per hour of lawful or posted speed—3 points.
 - b. In excess of 15 miles per hour of lawful or posted speed—4 points.
6. A violation of a traffic control signal device as provided in s. 316.074(1) or s. 316.075(1)(c)1.—4 points. However, no points shall be imposed for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer. In addition, a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer may not be used for purposes of setting motor vehicle insurance rates.

7. All other moving violations (including parking on a highway outside the limits of a municipality)—3 points. However, no points shall be imposed for a violation of s. 316.0741 or s. 316.2065(11); and points shall be imposed for a violation of s. 316.1001 only when imposed by the court after a hearing pursuant to s. 318.14(5).

8. Any moving violation covered in this paragraph above, excluding unlawful speed and unlawful use of a wireless communications device, resulting in a crash—4 points.

9. Any conviction under s. 403.413(6)(b)—3 points.

10. Any conviction under s. 316.0775(2)—4 points.

11. A moving violation covered in this paragraph which is committed in conjunction with the unlawful use of a wireless communications device within a school safety zone—2 points, in addition to the points assigned for the moving violation.

Section 3. This act shall take effect October 1, 2013.

Approved by the Governor May 28, 2013.

Filed in Office Secretary of State May 28, 2013.



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, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Jorge Gonzalez
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 COMMENCING A CAMPAIGN AND PLEDGE AGAINST TEXTING WHILE DRIVING; ENCOURAGING PARTICIPATION OF THE ENTIRE COMMUNITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



10K

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

RECOMMENDATION MEMORANDUM

DATE: October 7, 2014

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

RECOMMENDED BY STAFF / COMMISSIONER: Frank Rollason
Village Manager 

PRESENTED BY STAFF: Robert Daniels
Chief of Police

SUBJECT: Interlocal Agreement with Miami-Dade County for the
Reimbursement of Certain Parking Fines

RECOMMENDATION:

It is recommended that the Village Commission approve the attached resolution authorizing the Village Manager to sign an Interlocal Agreement with Miami-Dade County for reimbursement of parking fines collected by Miami-Dade County for violations of disabled parking regulations.

BACKGROUND:

The Mayor of Miami-Dade County has requested an Interlocal Agreement be executed by the Village Manager for the purposes of reimbursing the Village a partial amount of fines collected by the Miami-Dade County Clerk of Court for disabled parking violations. Out of the monies retained by the County, one-third will be retained by the Miami-Dade County Clerk of Courts to defray expenses and thirty percent (30%) of the remaining funds are retained by the County for countywide purposes, in accordance with state law.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Seventy percent (70%) of the remaining funds is allocated to the Village to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs.

As an example:

Disabled Parking Fine =	<u>\$250</u>
	\$82.50 – Retained by Court Clerk
	<u>\$49.50</u> – Retained by County
	\$132.00 – Total retained by County entities
	<u>\$118.00</u> – Amount to be reimbursed to Village.
	\$250.00

FINANCIAL IMPACT:

None

Robert J. Daniels
Chief of Police

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA FOR THE REIMBURSEMENT OF PARKING FINES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, in accordance with Section 30-447 of the Code of Miami-Dade County, one-third of the parking fine money generated from the misuse of marked spaces for people with disabilities is used to defray the Clerk of the Courts administrative expenses and two-thirds is used to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons; and

WHEREAS, thirty percent of the two-thirds of funds collected are retained by the County for countywide programs and the other seventy percent is allocated to the governmental agency having jurisdiction over the violation; and

WHEREAS, the Village Manager is requesting authorization to enter into an interlocal agreement with Miami-Dade County for the reimbursement of parking fines to provide public awareness to North Bay Village residents; and

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

Section 1: The Village Manager is hereby authorized to execute the attached Interlocal Agreement in substantially the form attached hereto, as Exhibit 1, between Miami-Dade County and the Village for the reimbursement of parking fines.

Section 2. The Village Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution and the Agreement.

Section 3. Effective Date. That this Resolution shall take effect immediately upon approval.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

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



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 7, 2014
TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA FOR THE REIMBURSEMENT OF PARKING FINES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

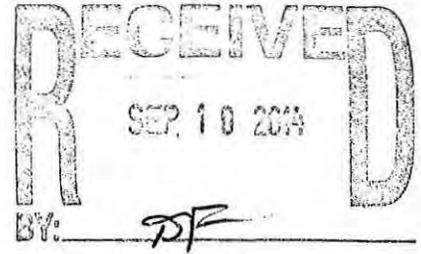
Commissioner
Jorge Gonzalez



OFFICE OF THE MAYOR
MIAMI-DADE COUNTY, FLORIDA

CARLOS A. GIMENEZ
MAYOR

September 8, 2014



Frank Rollason, Village Manager
Office of the Village Manager
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Parking Fines Reimbursement Program

Dear Mr. Rollason:

Miami-Dade County (County) is commencing the process for reimbursement of the Fiscal Year 2013-2014 Parking Fines. In order to participate in the program, each municipality must submit an executed Interlocal Agreement and the annual Affidavit (enclosed). The executed Interlocal Agreement will remain on file until further notice. The Affidavit states that the funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct disability public awareness programs.

Reimbursements to municipalities are based on a percentage of revenue collected during Fiscal Year 2012-2013. The amount is determined by calculating the total amount of fines collected on tickets issued in a municipality divided by the total number of tickets paid countywide. Funding estimates include a percentage of the carryover monies that were not distributed to any municipality in the previous year.

In accordance with Section 30-447 of the Code of Miami-Dade County, parking fine funds generated from the misuse of marked spaces for people with disabilities is used in the following manner:

- One-third of the funds are to be used to defray the Clerk of Courts' administrative expenses, and
- Two-thirds of the funds are to be used to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons. Of this amount, 30 percent is retained by the County for countywide purposes, in accordance with State law and 70 percent is allocated to the governmental entity having jurisdiction over the violation.

Page 2

If you need additional information regarding the Parking Fines Reimbursement Program, please contact Heidi Johnson-Wright, ADA Coordinator, at 305-375-2013, or hjwrig@miamidade.gov or by postal mail at Miami-Dade County, Internal Services Department, 111 NW 1st Street, 24th Floor, Miami, FL 33128.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos A. Gimenez', written in a cursive style.

Carlos A. Gimenez
Mayor

Enclosures

c: Edward Marquez, Deputy Mayor, Miami-Dade County
Lester Sola, Director, Internal Services Department
Jennifer Moon, Director, Office of Management and Budget
Leland Salomon, Assistant Director, Internal Services Department
Heidi Johnson-Wright, ADA Coordinator, Internal Services Department

**MIAMI-DADE COUNTY
MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM
INTERLOCAL AGREEMENT**

This agreement is entered into this _____ (day) of _____ (month/year), by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") and _____ (the "municipality"), a municipal corporation organized and existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, Section 316.008 Florida Statutes, and Section 30-447 Code of Miami-Dade County, authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities, and

WHEREAS, Miami-Dade County proposes to distribute said fines under the provisions of Section 30-447 of the Code of Miami-Dade County, Florida.

NOW THEREFORE in consideration of the covenants contained herein, the parties agree as follows

1. This agreement shall become effective upon its execution by the authorized officers of the parties and will continue annually upon agreement by both parties.

2. The allocation of the disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified persons who

have disabilities and to provide funds to conduct public awareness programs in the County or municipality concerning persons who have disabilities.

3. The municipality shall annually submit an affidavit sworn by its chief administrative official to the Miami-Dade County Internal Services Department ("ISD").

4. The affiant will affirm that expenditures meet the following criteria:

a. The funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

b. If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program may be funded with these monies.

5. The parties agree to follow the terms and conclusions regarding payment as follows:

a. The percentage for distribution shall be calculated by the County annually. Each year the County shall notify all municipalities of the percentages of distribution of the disabled permit parking fine money for the upcoming annual period. The percentage for distribution to the County and to the

municipalities is based on a percentage of total revenue which is determined by calculating the total number of fines paid county-wide. Funding estimates include a percentage of the monies which were not distributed to any municipality in the previous year.

- b. The County agrees to pay the County and the municipalities under this agreement based on a payment schedule agreed upon by ISD, accompanied by such documentation as requested.
- c. In no event shall County funds be advanced to any subcontractor hereunder.
- d. The parties shall return funds to the Clerk of the Board of County Commissioners if the project is not successfully completed and allow ISD to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.
- e. The County may amend the terms of this agreement from time to time, as it may deem necessary.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers on the date hereinabove first mentioned.

MUNICIPAL PARKING FINES REIMBURSEMENT PROGRAM

AFFIDAVIT

State of Florida, County of _____

BEFORE ME, the undersigned Notary,

[name of Notary before whom affidavit is sworn], on this _____ *[day of month]* day of
_____ *[month]*, 20____, personally appeared

[name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

The municipal parking fines funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program will be funded with these monies.

The municipality shall return funds to the Clerk of the Board of Miami-Dade County Commissioners if the project is not successfully completed and allow the Miami-Dade County Internal Services Department to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.

[signature of affiant]

[typed name of affiant]

[address of affiant, line 1]

[address of affiant, line 2]

State of Florida, County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of

_____ (month), _____ (year), by

_____ (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



North Bay Village

10L

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 14, 2014

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

FROM: Frank Rollason
Village Manager

SUBJECT: FY 2014-15 Florida Department of Environmental Protection Grant

RECOMMENDATION REQUEST

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2014-15 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT IN THE AMOUNT OF \$600,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT CONTRACT.

BACKGROUND AND ANALYSIS

Funding Source: FY 2014-15 Florida Department of Environmental Protection

Project Title: North Bay Village Stormwater Quality Improvement Project

Amount Awarded: \$600,000

Match Required: \$0

North Bay Village has worked diligently to secure funding to make improvements to the Village's Drainage System. During the 2013 State Legislative Session, the Village submitted a Community Budget Issue Request and attended the Miami-Dade Days for the purpose of securing funding for water improvements.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

As a result of these efforts, the Village has been awarded \$600,000 in Legislative Appropriations for the Stormwater Quality Improvement Project.

Project Description

Biscayne Bay (WBID 3226H) is currently listed on the Verified list of impaired waters, and the parameters identified using the “Impaired Surface Water Rule” is “Fecal Coliforms. Currently North Bay’s stormwater system discharges to Biscayne Bay via 50 outfalls. The overall goal of this project is to reduce loadings to Biscayne Bay, an adopted verified impaired body of water. In order to accomplish this, North Bay Village has decided to approach this project in two (2) phases.

Phase I – North Bay Village has two storm water deep well injection pumps that are not working properly due to salt water corrosion, electrical and mechanical failures. The deep wells are clogged and need to be cleaned. During Phase I of the project North Bay Village will clean the deep wells and will conduct a re-assessment to determine which parts of the treatment train are salvageable and can be cleaned out or repaired, and which parts need to be replaced. Parts that have not reached the “end of life” will be cleaned and/or repaired. The Village will also finalize current plans based on the complete and in-depth assessment prior to moving into Phase II.

Phase II – There are 50 outfalls that are rapidly deteriorating due to corrosion and reaching the end of the life cycle. North Bay Village is seeking to install flexible valves at the outfalls to prevent salt water intrusion to the storm drainage system during storm and high tide events. North Bay Village’s stormwater drainage system is influenced by the tidal effects from Biscayne Bay due to low lying areas that are connected to storm pipe networks. As a result, North Bay Village is prone to flooding during combinations of high tides and significant rainfall events. The installation of these valves on North Bay Village’s outfalls could reduce the impact of high tide conditions for those periodic events that coincide with an inland storm event. The valves could help prevent the inflow of seawater into the conveyance system, thereby allowing stormwater runoff on the island to enter the storm sewer system instead of ponding on private property and public right-of-ways. All ponding is not eliminated; however, the depth and duration of ponding are reduced. This recommendation is for Phase 1 only. Phase 2 will be executed on a future recommendation.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Village Manger to execute Fiscal Year 2014-15 Contract #LP13043 in the amount of \$600,000 between the Florida Department of Environmental Protection and North Bay Village; Exhibit “A” attached.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

**ATTACHMENT A
PROJECT WORK PLAN
CITY OF NORTH BAY VILLAGE
LP13043**

Project Title: <i>North Bay Village Storm Water Quality Improvements</i>
Project Location: This project is located in North Bay Village, FL (Miami-Dade County). This project will affect Biscayne Bay, a priority surface water body. Hydrologic Unit Code: 03090202. Project Latitude: 25.856820760 Project Longitude: -80.13020275.
Project Background: North Bay Village will this funding to implement an extensive stormwater retrofit project that will reduce the pollutant loading discharged from North Bay Village to Biscayne Bay, a Florida Verified Impaired Body of Water.
Project Description: Biscayne Bay (WBID 3226H) is currently listed on the Verified list of impaired waters, and the parameters identified using the “Impaired Surface Water Rule” is “Fecal Coliforms. Currently North Bay’s stormwater system discharges to Biscayne Bay via 50 outfalls. The overall goal of this project is to reduce loadings to Biscayne Bay, an adopted verified impaired body of water. In order to accomplish this, North Bay has decided to approach this project in two (2) phases. Phase I – North Bay Village has two storm water deep well injection pumps that are not working properly due to salt water corrosion, electrical and mechanical failures. The deep wells are clogged and need to be cleaned. During Phase I of the project North Bay Village will clean the deep wells and will conduct a re-assessment to determine which parts of the treatment train are salvageable and can be cleaned out or repaired, and which parts need to be replaced. Parts that have not reached the “end of life” will be cleaned and/or repaired. The Village will also finalize current plans based on the complete and in-depth assessment prior to moving into Phase II.

I.Task (include criteria used to determine success) : Construction

1a.Deliverable: Copy of Commission Resolutions, Copy of Approved Contract for Construction, contractors schedule of values, before and after pictures of work completed

Timeline for completion: December 31, 2015

Budget Information: (provide the following information for the budget for each task):

Salaries: \$0

Fringe Benefits: \$0

Travel: \$0

Contractual: Construction \$600,000

Equipment: \$0

Supplies/Other Expenses: \$0

Land: \$0

Indirect: \$0

Performance Standard: The DEP Grant Manager will review deliverables to ensure they are eligible for reimbursement.

NOTE: THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.

Total Budget by Task and Deliverables: The tasks identified here should agree with the tasks identified and described above. Identify the tasks as follows: 1a, 1b, etc.

Tasks	DEP Funding	Local Funds and Source	
		Local Funds	Source of Funds
1 Construction	\$600,000		
Total:	\$600,000		
Project Total:		\$600,000	

The FY2014-15 GAA did not require a match for these projects.



North Bay Village

Administrative Offices

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

MEMORANDUM North Bay Village

DATE: October 7, 2014
TO: Yvonne P. Hamilton
Village Clerk
FROM: Frank K. Rollason
Village Manager 
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2014-2015 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) GRANT IN THE AMOUNT OF \$600,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2014-2015 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) GRANT IN THE AMOUNT OF \$600,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village (“the Village”) has submitted a funding request to the State Legislature requesting \$800,000 for water quality improvements; and

WHEREAS, the Department of Environmental Protection (DEP) has notified the Village that it has been awarded \$600,000 for the Stormwater Quality Improvement Project; and

WHEREAS, the Village desires to make drainage improvements that will ensure the safety and health of its residents; and

WHEREAS, the Village desires to enter into an agreement with the Department of Environmental Protection (DEP), (Contract #LP13043).

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. The Contract Agreement relating to the award of a Stormwater Quality Improvement grant (Contract #LP13043) to the Village in substantially the form attached hereto as Exhibit “A” is hereby approved.

Section 3. Authorization. The Village Manager is authorized to execute the final grant agreement on behalf of the Village.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this ____ day of ____, 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

This is to certify that the foregoing is a true and correct copy of a resolution
duly and legally adopted by North Bay Village at a legal meeting held on this 14th
day of October 2014.

Attest

Signature

Title

Title

North Bay Village Resolution: DEP Stormwater Grant-\$600,000.



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

RECOMMENDATION MEMORANDUM

DATE: October 2, 2014

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

RECOMMENDED BY STAFF: Frank K. Rollason
Village Manager

PRESENTED BY STAFF: Rodney Santana-Carrero
Public Works Director

SUBJECT: Authorization to Award Contract to Repair Two Deep Storm Water Injection Wells

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to piggy-back on an existing City of Miami Beach Contract with the National Joint Powers Alliance Co-Operative and further authorizing the Manager to negotiate and enter into a contract with David Mancini & Sons, Inc., for the repair and renovation of two Deep Storm Water Injection Wells – one on Treasure Island and one on North Bay Island in an amount not to exceed \$800,000.

BACKGROUND:

The two existing deep storm water injection wells located on Treasure Island and North Bay Island are no longer operational due to neglect of maintenance and mechanical failures over several years. In addition, the best available information regarding these wells is that they have partially or completely collapsed and need to be redeveloped and tested, with alternate discharge systems being considered, evaluated and possibly constructed.

The pumps and electric control panels for both installations require replacement as well. This work needs to be performed in a highly expedited or emergency basis in order to protect life and property. The proposed contractor (David Mancini & Sons, Inc.) is one of the approved vendors selected through a piggy-back onto the City of Miami Beach's award of contract to the National Joint Powers Alliance Co-Operative (NJPA) for the purchase of competitively bid routine operational goods and services via Resolution No. 2014-28462 on January 15, 2014 (copy attached); David Mancini & Sons, Inc., being one of the contractors selected through a competitively bid process for Florida-Region 6. This particular piggy-back process, via NJPA, has been vetted through our Village Attorney and found to be acceptable and in compliance with the North Bay Village Purchasing Code, Section 36.25(J), per attached e-mail.

FINANCIAL IMPACT:

Expense

Complete reconstruction of both wells

Projected Cost

Not to exceed \$800,000

BUDGETARY IMPACT

The funds for this project will be derived from two sources, 1) \$600,000 Storm Water Grant from the State of Florida, 2) \$200,000 from FY 2015 Fiscal Year Storm Water Enterprise Fund.

PERSONNEL IMPACT:

None.



North Bay Village

Administrative Offices

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MEMORANDUM

North Bay Village

DATE: October 9, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO PIGGY-BACK ON AN EXISTING CITY OF MIAMI BEACH CONTRACT WITH THE NATIONAL JOINT POWERS ALLIANCE CO-OPERATIVE, PURSUANT TO SECTION 36.35(J) OF THE VILLAGE CODE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DAVID MANCINI & SONS, INC., FOR THE REPAIR AND RENOVATION OF TWO DEEP STORM WATER INJECTIONS WELLS, ONE ON TREASURE ISLAND AND ONE ON NORTH BAY ISLAND, IN AN AMOUNT NOT TO EXCEED \$800,000, SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO PIGGY-BACK ON AN EXISTING CITY OF MIAMI BEACH CONTRACT WITH THE NATIONAL JOINT POWERS ALLIANCE CO-OPERATIVE, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DAVID MANCINI & SONS, INC., FOR THE REPAIR AND RENOVATION OF TWO DEEP STORM WATER INJECTION WELLS, ONE ON TREASURE ISLAND AND ONE ON NORTH BAY ISLAND, IN AN AMOUNT NOT TO EXCEED \$800,000, SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village's two deep storm water injection wells has been inoperable for several years; and

WHEREAS, these storm water wells are a necessary adjunct in the control and dispersing of accumulating storm water during severe weather occurrences; and

WHEREAS, the rapid dispersal of standing storm water is an important element in protecting the health and safety of the residents of North Bay Village; 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 City of Miami Beach has entered into a contract with the National Joint Powers Alliance Co-Operative via City Resolution No. 2014-28462; and

WHEREAS, the Village Attorney has reviewed said Resolution and found that it complies with Section 36.25(J) of the Village's Purchasing Requirements for the piggy-back procurement; and

WHEREAS, the Village Manager wishes to piggy-back on the existing contract with the City of Miami Beach; and

WHEREAS, David Mancini & Sons, Inc. is one of the approved vendors of the National Joint Powers Alliance Co-Operative that has been selected under a competitive bidding process; and

WHEREAS, the Village Manager has determined that the rapid and expeditious repair of said deep water injection wells is in the best interest of the residents of North Bay Village; and

WHEREAS, funds are available for this project from both a Storm Water Grant from the State of Florida and from the North Bay Village FY 2015 Fiscal Year Storm Water Enterprise Fund.

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

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

Section 2. Approval of the Agreement. The Village Manager is authorized to piggy-back on the contract with the City of Miami Beach and negotiate and enter into an agreement with David Mancini & Sons, Inc., under the piggy-back purchase provision, pursuant to Section 36.25(J) of the North Bay Village Code of Ordinances for the repair and renovation of two Deep Storm Water Injection Wells, one on Treasure Island and one on North Bay Island, in an amount not to exceed \$800,000.

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 this Resolution.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 14th day of October 2014.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: Authorization to Award Contract to Repair Two Deep Storm Water Injection Wells-One on Treasure Island and one on North Bay Island.

RESOLUTION NO. 2014-28462

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE NATIONAL JOINT POWERS ALLIANCE NATIONAL CO-OPERATIVE FOR THE PURCHASE OF COMPETITIVELY BID ROUTINE OPERATIONAL REQUIREMENTS, AND WAIVING BY 5/7TH VOTE, THE CITY'S FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

WHEREAS, the City of Miami Beach, Florida (the "City") releases purchase orders annually for routine operational requirements that support the maintenance and operations of numerous departments and facilities; and

WHEREAS, the City recognizes that the need for routine operational requirements is not limited to the City, but is typical of every municipal government; and

WHEREAS, the City further recognizes the benefits of cooperative agreements which increase the buying power of public funds through competitively soliciting best possible pricing through the aggregated volume of like purchases required by multiple governmental agencies, including counties and cities; and

WHEREAS, the City, as a governmental agency, is eligible to utilize the competitively solicited cooperative agreements which aggregate the buying power of many governmental agencies across the United States;

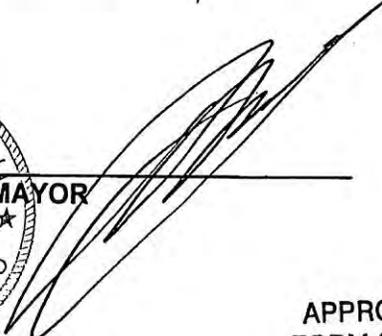
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the City Manager to participate in the National Joint Powers Alliance Purchasing Co-Operative for the purchase of competitively bid routine operational requirements, and waiving by 5/7th vote, the City's formal competitive bidding requirements, finding such waiver to be in the best interest of the City.

PASSED AND ADOPTED THIS 15th DAY OF January 2014.

ATTEST:


CITY CLERK




MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 1-8-14
Date

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CO-OPERATIVE FOR THE PURCHASE OF COMPETITIVELY BID ROUTINE OPERATIONAL REQUIREMENTS, AND WAIVING BY 5/7TH VOTE, THE CITY'S FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

Key Intended Outcome Supported:

Maximize Efficient Delivery of Services
 Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City releases purchase orders for routine operational requirements that support the maintenance and operations of numerous departments and facilities, such as: maintenance, repair, and operations (MRO) requirements; public safety items and supplies; heavy and industrial equipment; and, technology items. The need for these routine operational requirements is not limited to the City and is typical for almost every municipal government. Like the City, many governments typically purchase these items through a quote process based on the need at the time of purchase. The quote process assures that some controls and cost assurance are placed on the expenditure of City dollars. However, the quote process can be inefficient when items are needed expeditiously and, above all else, do not strategically leverage high volume to assure that pricing received is based on the highest discounts possible.

Several years ago, the State of Minnesota created the North Central Service Cooperative to assure that, in the acquisition of routine goods and services, State agencies were maximizing volume against the entire volume of the State and not only the immediate need of any particular agency. Today, the former North Central Service Cooperative is known as the National Joint Powers Alliance (NJPA) and has expanded to leverage the buying power of governmental agencies across the entire United States. Currently, NJPA retains hundreds of governmental agency members across the United States whose procurement volume is leveraged in the award of competitively solicited contract for the good of each member agency.

In the State of Florida, governmental agencies are authorized to participate in cooperative such as NJPA through Statute 163.01. Many state and local agencies across Florida already utilize NJPA competitively bid contracts to leverage the buying power of many governmental agencies each time a purchase is made. Some of the Florida governmental agency members of NJPA include the State of Florida, Department of Management Services; Miami-Dade County; the City of Miami; Miami Dade Public Schools; and, the Public Health Trust all utilize NJPA pricing agreements to maximize the value of each dollar spent while reducing the operational inefficiencies and delays caused by the need to have the same requirement(s) bid or quote by multiple agencies individually but without enjoying the leveraged volume of all.

Again, the purpose of NJPA is to work cooperatively with governmental agencies across the country to in an effort to maximize price discounts and operational efficiencies for each agency. As a result, NJPA is endorsed by and works closely with the National Institute of Governmental Procurement (NIGP), the Florida Association of Public Procurement Officers (FAPPO), the National Procurement Institute (NPI), the Government Finance Officers Association, and many others.

Participating in the NJPA competitively awarded agreements does not restrict the City from seeking pricing from other contracts or releasing a City-specific solicitation. Nonetheless, participating in the NJPA competitively awarded agreements will streamline the acquisition process for expeditiously needed routine operational requirements and assure that the City is maximizing the leveraging of aggregated volume from many agencies across the United States, while, at the same time, maximizing operational efficiencies in the acquisition of these requirements.

RECOMMENDATION

It is recommended that the Mayor and City Commission of the City of Miami Beach, Florida, approve a resolution authorizing the City Manager to participate in the National Joint Powers Alliance (NJPA) Co-Operative for the purchase of competitively bid routine operational requirements, and waiving by 5/7th vote, the city's formal competitive bidding requirements, finding such waiver to be in the best interest of the City.

Advisory Board Recommendation:

Financial Information:

Source of Funds:	Amount	Account
1	NA	NA
2		
OBPI	Total	

Financial Impact Summary: Expenditures are contingent upon approved budgeted funds.

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director AD <i>AS</i>	Assistant City Manager KGB <i>AD</i>	City Manager JLM <i>JLM</i>
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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales City Manager

DATE: January 15, 2014

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CO-OPERATIVE FOR THE PURCHASE OF COMPETITIVELY BID ROUTINE OPERATIONAL REQUIREMENTS, AND WAIVING BY 5/7TH VOTE, THE CITY'S FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, WHEN PARTICIPATING IN COMPETITIVE AWARDS BY NJPA.

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

KEY INTENDED OUTCOME

Maximize Efficient Delivery of Services

BACKGROUND

The City releases purchase orders for routine operational requirements that support the maintenance and operations of numerous departments and facilities. These routine requirements may include items required throughout the fiscal year, including but not limited to:

- Maintenance, repair and operations (MRO) items including industrial equipment, tools, hardware, etc.
- Automotive and equipment parts and supplies used in the maintenance of the City's fleet of automobiles, trucks and equipment.
- Public safety items and supplies.
- Heavy and industrial equipment utilized to support and maintain the City's infrastructure.
- Technology items such as computers and peripherals.

The need for these routine operational requirements is not limited to the City and is typical for almost every municipal government. Like the City, many governments typically purchase these items through a quote process based on the need at the time of purchase. The quote process assures that some controls and cost assurance are placed on the expenditure of City dollars. However, the quote process can be inefficient when items are needed expeditiously and, above all else, do not strategically leverage high volume to assure that pricing received is based on the highest discounts possible.

2 | A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CO-OPERATIVE FOR THE PURCHASE OF COMPETITIVELY BID ROUTINE OPERATIONAL REQUIREMENTS, AND WAIVING BY 5/7TH VOTE, THE CITY'S FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

Several years ago, the State of Minnesota created the North Central Service Cooperative to assure that, in the acquisition of routine goods and services, governmental agencies were maximizing individual agency purchase volume by aggregating volume with other governmental agencies. Today, the former North Central Service Cooperative is known as the National Joint Powers Alliance (NJPA) and has expanded to leverage the buying power of governmental agencies across the entire United States. Currently, NJPA retains hundreds of governmental agency members across the United States whose procurement volume is leveraged in the award of competitively solicited contract for the good of each member agency.

In the State of Florida, governmental agencies are authorized to participate in cooperative such as NJPA through Statute 163.01. Many state and local agencies across Florida already utilize NJPA competitively bid contracts to leverage the buying power of many governmental agencies each time a purchase is made. Some of the Florida governmental agency members of NJPA include the State of Florida, Department of Management Services; Miami-Dade County; the City of Miami; Miami Dade Public Schools; and, the Public Health Trust all utilize NJPA pricing agreements to maximize the value of each dollar spent while reducing the operational inefficiencies and delays caused by the need to have the same requirement(s) bid or quote by multiple agencies individually but without enjoying the leveraged volume of all.

Again, the purpose of NJPA is to work cooperatively with governmental agencies across the country to in an effort to maximize price discounts and operational efficiencies for each agency. As a result, NJPA is endorsed by and works closely with the National Institute of Governmental Procurement (NIGP), the Florida Association of Public Procurement Officers (FAPPO), the National Procurement Institute (NPI), the Government Finance Officers Association, and many others.

As an example of the cooperative benefits yielded by the City through participation is NJPA competitively awarded contracts is pharmaceutical medications and supplies required by the City's Fire and Rescue Department. Currently the City requires the use of many of these items for which a City pricing contract is not available. The Fire and Rescue Department seeks quotes from these items as needed. However, volume at any one given moment tends to be relatively low. Through the use of the NJPA agreements for healthcare and pharmacy solutions, the City is guaranteed pricing that has been competitively bid utilizing the volume aggregated from many public safety agencies across the United States. Similar cooperative opportunities are available for vehicle parts, industrial tools and supplies, building materials, public utility equipment, parks equipment, emergency response equipment and many other routine operational requirements.

3 | A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CO-OPERATIVE FOR THE PURCHASE OF COMPETITIVELY BID ROUTINE OPERATIONAL REQUIREMENTS, AND WAIVING BY 5/7TH VOTE, THE CITY'S FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

Finally, participating in the NJPA competitively awarded agreements does not restrict the City from seeking pricing from other contracts or releasing a City-specific solicitation. Nonetheless, participating in the NJPA competitively awarded agreements will streamline the acquisition process for expeditiously needed routine operational requirements and assure that the City is maximizing the leveraging of aggregated volume from many agencies across the United States, while, at the same time, maximizing operational efficiencies in the acquisition of these requirements.

CONCLUSION

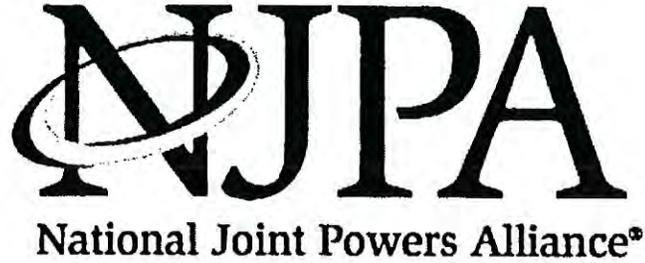
The benefits of co-operative purchases are widely recognized nationally by many professional associations, including (in addition to those named above) the U.S. Conference of Mayors, the National Association of State Procurement Officials and the General Services Administration of the U.S. Government. Through Co-op agreements for routine operational requirements, the City can take advantage of discounted pricing based on the aggregated volume of many governmental agencies across South Florida many times greater than that of the City and maximize operational efficiencies by providing a means for expeditiously acquiring items that support the operations of numerous City departments and facilities.

RECOMMENATION

It is recommended that the Mayor and City Commission of the City of Miami Beach, Florida, approve a resolution authorizing the City Manager to participate in the National Joint Powers Alliance (NJPA) Co-Operative for the purchase of competitively bid routine operational requirements, and waiving by 5/7th vote, the city's formal competitive bidding requirements, finding such waiver to be in the best interest of the City.

JLM: KGB: AD

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INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL-MDCAU06-052014-DMS

GEOGRAPHIC AREA: North & South-Underground Utilities

This Agreement dated May 20, 2014, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and David Mancini & Sons, Inc. at the following address 1939 NW 40th Court, Pompano Beach, FL 33064

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is **\$ 2,000,000**. This is only an estimate and may increase or decrease at the discretion of the NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
- C. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA**:
 - a. Normal Working Hours Non-Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1351
(Specify to four (4) decimal places)
 - b. Other Than Normal Working Hours Non-Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.5676
(Specify to four (4) decimal places)
 - c. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1892
(Specify to four (4) decimal places)
 - d. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays.

Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.6216
(Specify to four (4) decimal places)

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Consultant) software, data and services (IQCC System) for their IQCC program. The system includes Consultant's proprietary eGordian® and/or eziQC® IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor shall be required to agree to Consultant's IQCC System License to obtain access to Consultant's IQCC Applications. The Contractor's use, in whole or in part, of Consultant's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Consultant for any purpose other than to execute work under this Contract for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Consultant. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

Consultant hereby grants to the Contractor, and the Contractor hereby accepts from Consultant for the term of this Contract or Consultant's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Consultant's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant's IQCC Applications and support documentation, Construction Task Catalog, training materials and any other proprietary materials provided to Contractor by Consultant. In the event this Contract expires or terminates as provided herein, or the Consultant's contract with NJPA expires or terminates, this IQCC System License shall

terminate and the Contractor shall return all Proprietary Information in its possession to Consultant.

Contractor acknowledges that Consultant shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

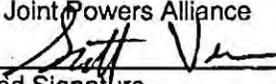
Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Consultant in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Consultant for which monetary damages would be an inadequate remedy, and Consultant shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Job Order purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

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

By:

National Joint Powers Alliance



Authorized Signature

Contractor



Authorized Signature

David Mancini

Print Name

Contract Number: EL-MDC-AUDU-052014-DMS (assigned by NJPA)

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ezIQC Search Results

	<u>Company Name</u>	<u>Contract ID#</u>	<u>State</u>	<u>Region</u>
	Bayshore Contracting Corporation	# FL-WCH03-031814-BCC	FL	Region 3
	BDI Construction Company	# FL06-022912-BDI	FL	Southern
	David Mancini & Sons, Inc.	# FL-MDCAU06-052014-DMS	FL	Region 6
	EnviroWaste Services Group, Inc.	# FL-MDCNG01-052014-EWS	FL	Region 1
	EnviroWaste Services Group, Inc.	# FL-MDCSG02-052014-EWS	FL	Region 2
	FHP Tectonics Corp.	# FL05-022912-FTC	FL	Southern
	FHP Tectonics Corp.	# FL03-022912-FTC	FL	Central
	FHP Tectonics Corp.	# FL01-022912-FTC	FL	Northern
	GFH Enterprises, Inc.	# FL-WCH02-031814-GFH	FL	Region 2
	HITT Contracting, Inc.	# FL07-022912-HCI	FL	Southern
	J.P. Moran, Inc.	# FL-MDCAE04-052014-JPM	FL	Region 4
	Johnson-Laux Construction, LLC	# FL-WCH01-031814-JLC	FL	Region 1
	Metro Express, Inc.	# FL-MDCAU06-052014-MEI	FL	Region 6
	OAC Action Construction, Corp.	# FL-MDCNG01-052014-OAC	FL	Region 1
	OAC Action Construction, Corp.	# FL-MDCSG02-052014-OAC	FL	Region 2
	Shiff Construction & Development, Inc.	# FL06-022912-SCD	FL	Southern
	Solares Electrical Services, Inc.	# FL-MDCAE04-052014-SES	FL	Region 4
	The Alexander Group, LLC	# FL04-022912-AGL	FL	Central
	The Alexander Group, LLC	# FL02-022912-AGL	FL	Northern

Frank Rollason

Subject: FW: NBV - QUESTION ON USE OF A VENDOR OUTSIDE STATE OF FLORIDA

On Sep 30, 2014, at 10:02 AM, "Robert L. Switkes" <RSwitkes@SwitkesLaw.com> wrote:

Frank,
There is no reason the Village can't proceed in the same manner as the CMB.
Bob

Robert L. Switkes, Esq.
ROBERT L. SWITKES & ASSOCIATES, P.A.
407 Lincoln Road, Penthouse S.E.
Miami Beach, FL 33139
(P) (305) 534-4757
(F) (305) 538-5504
www.switkeslaw.com | rswitkes@switkeslaw.com

From: Frank Rollason
Sent: Tuesday, September 16, 2014 10:57 AM
To: 'rswitkes@switkeslaw.com'
Cc: ccronan@switkeslaw.com; cgarci@switkeslaw.com; 'Yvette Bobillo'; Bert Wrains; Rodney Carrero-Santana
Subject: NBV - QUESTION ON USE OF A VENDOR OUTSIDE STATE OF FLORIDA

Bob, good morning. Attached please find two items – 1) Set of documents from Miami Beach making an award to the Joint Powers Alliance National Co-operative for public works type projects wherein they in-turn located local vendors as JOC contractors for local jobs, and, 2) a page out of our Procurement Ordinance which states, "Piggy Back" Purchases in the State of Florida." The question has arisen as to whether or not we can use the JOC Alliance as the procurement agent and piggy back on a contract that was awarded by Miami Beach to a local vendor but procured via the Alliance?

What do you think, Frank?

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com



**DAVID MANCINI
& SONS, INC.**

September 9th, 2014

Mr. David Hernandez
Public Works Administrator
City of North Bay Village
1666 Kennedy Causey Way
North Bay Village, Florida 33141

Dear Mr. Hernandez,

As requested, David Mancini and Sons, Inc., is pleased to provide a proposal for the rehabilitation of the storm water pump stations in the City of North Bay Village.

BACKGROUND

The existing storm water pump stations located on Treasure Island and North Bay Island were originally constructed in 1996 and are no longer operating as pumping units, have reached or are beyond their useful life. In addition, the best available information regarding the drainage wells is that they have partially or completely collapsed and need to be redeveloped, tested and alternate disposal systems need to be considered, evaluated and possibly constructed. This work needs to be performed in a highly expedited or emergency basis in order to protect life and property.

Scope of Services:

DMSI will provide all labor, materials and equipment to:

- 1) Perform a complete replacement of all electrical and mechanical equipment in-kind. This work is defined as maintenance, therefore no permitting is anticipated.
- 2) Perform complete inspection, cleaning and testing of both the gravity system and pressure system directly in the vicinity of the pump stations including the outfall pipes.
- 3) Mobilize and redevelop the existing storm water wells, and perform disposal capacity tests.
- 4) Perform all required surveying and as-built services required.
- 5) Attend Bi-weekly project progress meetings with City Staff.
- 6) Provide on-site Engineering Construction Inspections/Quality Control.
- 7) Perform all temporary and final restoration of roadway and sidewalks.
- 8) Provide Engineer's Certification of work.
- 9) Provide all Close-out, Operation and maintenance, and warranty documentation.

Page 1 of 2



**DAVID MANCINI
& SONS, INC.**

Schedule:

Upon receipt of Notice-to-Proceed (NTP), DMSI will provide submittals for all electrical and mechanical equipment & materials (Specifically, Long lead items such as Submersible pumps and panel). Mobilize and begin cleaning, testing and evaluation of existing facilities. It is anticipated that all work will be substantially complete in 180 calendar days from NTP.

Alternate Services:

In the case that the storm water well on North Bay Island is found to be incapable of disposing the required volume of storm water, alternative solutions will be developed and provided such as:

- 1) Increasing the depths of the well.
- 2) Abandoning the existing well and replacing it with new well.
- 3) Providing for water quality requirements methods and discharging to outfall.

This work includes engineering and permitting.

We look forward to your review of our proposal and stand ready to initiate project commencement.

Sincerely,

Albert A. Dominguez, P.E., C.G.C.
Senior Manager
David Mancini & Sons, Inc.

Page 2 of 2



North Bay Village Storm Water Pump Station In-Kind Repair

General Condition \$ 67,567.50

Treasure Island Pump Station

Engineering	\$ 16,500.00
MOT	\$ 4,950.00
Mobilization	\$ 8,250.00
Gravity System cleaning and inspection	\$ 5,197.50
Pressure system Inspection and testing	\$ 5,775.00
Disposal well testing and redevelopment	\$ 15,873.00
Re-installation of pressure system components	\$ 24,778.05
Installation of New Electrical Panel	\$ 63,897.90
Installation of new electrical components	\$ 11,137.50
Installation of new submersible pump	\$ 71,808.00
Roadway Restoration	\$ 8,580.00
Testing and Certification	\$ 4,950.00
	\$ 241,696.95

North Bay Island Pump Station

Engineering	\$ 16,500.00
MOT	\$ 4,950.00
Mobilization	\$ 5,775.00
Gravity System cleaning and inspection	\$ 5,197.50
Pressure system Inspection and testing	\$ 5,775.00
Disposal well testing and redevelopment	\$ 15,873.00
Re-installation of pressure system components	\$ 24,778.05
Installation of New Electrical Panel	\$ 63,897.90
Installation of new electrical components	\$ 32,605.65
Installation of new submersible pump	\$ 70,983.00
Roadway Restoration	\$ 8,580.00
Testing and Certification	\$ 4,950.00
	\$ 259,865.10

Total \$ **569,129.55**

Alternate A - Additional Deep Disposal Well for NBI \$ **193,017.00**

Exclusion: Permit fees, Off-Duty Police

Note: Pump station equipment requires 14-18 weeks delivery time after approval of shop drawing submittals



North Bay Village

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 14, 2014

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

RECOMMENDED BY STAFF: Frank Rollason,
Village Manager

PRESENTED BY STAFF: Bert Wrains, CGFO
Finance Director

SUBJECT: Contract for IT hardware and software maintenance and support

BACKGROUND:

The Village has been utilizing the services of the firm Dibri, Inc. to maintain the Village hardware and software over the past 3 years. The company has provided the Village with one of the principles of the firm, Johnny Saavedra who carries out these tasks. Johnny has been providing these services to the police department, as well as to the Village administrative offices. Johnny helps the Village maintain the police CIS computer system, MAINSTREET and TYLER software systems, and our E-mails.

Recently, the Village was required to replace Dibri for a 3-month period. This was due to personnel issues. Dibri came back to the Village effective September 4, 2014. The temporary company provided a very good level of service but they had limited knowledge of the Village operations and software. They were charging \$8,009 per month for a level of service of 40 hours per week on site. Also, this did not include any work on audio, video, security entrances or extensive knowledge of the Villages software's.

This was for an IT technician on site 8 hours a day. Any in depth issues were handled by their main office and there may be additional charges depending on whether they had to bring in a specialist.

We have known that we needed to formalize an agreement with Dibri and the agreement that was worked out provides for five 4-hour days per week onsite and unlimited assistance by phone or remote. This was about the level of services that Johnny was providing before, but now it is in a formal contract. This agreement also formalizes that Johnny is required to provide back up when he is not available. We have been on this schedule for the past month and it has worked out good.

FINANCIAL/BUDGET IMPACT:

The agreement is for 4 hours per day or 80 hours per month of actual on site assistance. The agreement is for \$4,600 per 4 week period or \$5,750 for the 5 week periods. If there is additional work required, the billing rate is \$57.50 per hour or time and one-half if weekends or holidays, (\$86.25 per hour). The FY 2015 budget was prepared based on utilizing this contract rate for the entire year, and there is sufficient funds budgeted to cover this contract.

PERSONNEL IMPACT:

None.



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: October 7, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING AN AGREEMENT WITH DIBRI, INC. FOR COMPUTER NETWORK SUPPORT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING AN AGREEMENT WITH DIBRI, INC. FOR COMPUTER NETWORK SUPPORT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, DiBri, Inc. has been performing computer network support services to the Village; and

WHEREAS, the Commission of North Bay Village has determined that it is in the best interest of the Village to enter into an agreement with DiBri, Inc. to provide information technology (IT) support.

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 enter into an agreement with DiBri, Inc. for the scope of services outlined in the agreement attached hereto as Exhibit 1, subject to the approval as to form and legality by the Village Attorney.

Section 3. Authorization of Fund Expenditure. The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with DiBri, Inc.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this ____ day of _____, 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: DiBri, Inc./October 14, 2014.

NETWORK SERVICES CONTRACTOR AGREEMENT

This Network Services Agreement (this "Agreement") is entered into between DIBRI INC., a Florida corporation, with its principal place of business located at 14264 Southwest 8th Street, Miami, Florida 33184 ("DiBri"), and NORTH BAY VILLAGE, A Florida municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 (the "Village"), to become effective upon the execution of the signature block below. DiBri and the Village are collectively referred to in this Agreement as the "Parties" and either DiBri or the Village may be referred to separately in this Agreement as a "Party."

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. **Description of Services.** Beginning on _____, 2014, DiBri will work under the direction of the Village Manager or his/her designee and will provide the following services to the Village:

- A. Support LANs, WANs, network segments, Internet, and intranet systems;
- B. Maintain system efficiency;
- C. Ensure design of system allows all components to work properly together;
- D. Troubleshoot problems reported by users;
- E. Make recommendations for future upgrades;
- F. Maintain network and system security;
- G. Analyze and isolate issues;
- H. Monitor networks to ensure security and availability to specific users;
- I. Evaluate and modify system's performance;
- J. Identify user needs;
- K. Maintain integrity of the network, server deployment, and security;
- L. Ensure network connectivity throughout the LAN/WAN infrastructure design and deploy networks;
- M. Perform network address assignment;
- N. Assign routing protocols and routing table configuration;
- O. Assign configuration of authentication and authorization of directory services;
- P. Maintain network facilities in individual machines, personal computers and printers;
- Q. Maintain network servers such as file servers, VPN gateways, and intrusion detection systems;
- R. Administer servers, desktop computers, printers, routers, switches, firewalls, phones, etc.;
- S. Administrator access control, CCTV systems, audio video systems, and security systems; and
- T. Ensure compliance with all private and governmental regulations.
- U. Notes: All server maintenances, patches viewing of log etc. will be done remotely afterhours at no charge to contract hours, leaving the administrator available for any user request and workstation maintenance during the work day hours.

2. **Emergency Services.** Emergency service hours will be provided at the contract hours and/or hourly contract rate. Emergency services during legal holidays or after-hours will be billed at 1 1/2 times the hourly contract. DiBri shall submit a separate invoice for the additional work at 1 1/2 times the hourly rate. Unlimited phone and/or remote support will be provided at normal contract hours as per agreement of twenty (20) hours per week.

3. **Payment of Services.** The Village will pay compensation to DiBri for the IT and Network Services in the amount of Four Thousand Six Hundred Dollars (\$4,600.00) per four (4) week calendar month and Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) per five (5) week calendar month for twenty (20) hours per week collectively. The total hours of work for a four-week calendar month shall be eighty (80) hours, and the total hours of work for a five (5) week calendar month shall be one hundred (100) hours. Any additional hours over twenty (20) hours for a single week may be billed at the contract rate of fifty-seven dollars and fifty cents (\$57.50) per hour unless the additional work falls under Emergency Services in Section 2 of the Agreement. Payment is to be made monthly for a total of eighty (80) hours for a four (4) week month or one hundred (100) hours for five (5) week month combined with any additional hours over the initial twenty (20) hours per week agreement. This schedule of compensation may be amended at any time if agreed to by both Parties, but will require Village Commission's approval if it exceeds the current amount in the contract. If the schedule of compensation is less than the current amount in the contract, the Village Manager may approve the changes.

3.1. Equipment, licenses, software, hardware and/or labor intensive work shall be submitted to the Village Manager or designee in a proposal format for approval and will require 100% payment for any equipment purchased to perform the work in advance and 50% of proposal amount in advance for labor work. This applies to changed orders that are approved by the Village Manager. "Labor intensive work" includes installation of systems on new or existing Village property, wiring, door access, cameras, and televisions.

4. **Term/Termination.** This Agreement shall terminate automatically two (2) years from the date this Agreement is executed. This Agreement may be extended for one year if the terms, conditions and compensation are approved by the Parties and put in writing prior to the expiration date. The Village Manager may approve the one-year extension if it within the amounts budgeted for this item. If a budget amendment is required, the extension will require Village Commission approval. Either Party may cancel this Agreement at any time with sixty (60) days written notice to the other Party. The Village will compensate DiBri for work performed under the terms of this Agreement during the sixty (60) days. However, the Village reserves the right to remove DiBri during the sixty (60) day period but will compensate DiBri at the twenty (20) hours per week rate during the remaining portion of the sixty (60) day period.

5. **Relationship of Parties.** It is understood by the Parties that employees of DiBri are independent contractors and not employees of the Village. The Village will not provide any benefits, including health insurance benefits.

5.1. Employees of DiBri will follow the employee policies issued by DiBri.
5.2. Three employees will be assigned to this Agreement: (1) Juan Saavedra, (2) Chris Folia, and (3) Lazaro Ravelo.

6. **Insurance.** DiBri will carry in its name liability insurance in the amounts listed below for the term on this Agreement and will provide the Village with proof of its insurance documents.

6.1. Liability insurance limits of one million dollars (\$1,000,000.00);
6.2. Automobile bodily injury limits & property damage limits of four hundred thousand dollars (\$400,000.00).

7. **Work Product Ownership.** Any patentable or copyrightable works, ideas, discoveries, inventions, and products developed in whole or in part by DiBri, or any employee of DiBri, in connection with the services shall be exclusive property of the Village. Upon request, DiBri shall assign all necessary documents to confirm or perfect the exclusive ownership of the Work Product.

8. **Ownership of Social Media Contracts.** Any social media contract, including "followers" or "friends" that are acquired through accounts (including, but not limited to e-mail addresses, blogs, Twitter, Facebook, YouTube, Instagram, or other social media networks) used or created on behalf of the Village are the property of the Village.

9. **Confidentiality.** DiBri will neither at any time nor in any manner, either directly or indirectly, use for personal benefit or financial gain, or divulge, disclose or communicate in any manner any information that is the property of the Village. DiBri will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, DiBri will return to the Village all records, notes, documentation and other items that were used, created, or controlled by DiBri during the term of the Agreement.

10. **Non-Compete Agreement.** A non-compete agreement is void in this Agreement since the sole livelihood of the employees of DiBri is IT and Networking. DiBri is free to service similar clients during the term of this Agreement so long as services appointments to other clients do not conflict with the service times agreed upon in this Agreement to the Village.

11. **Merger.** This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written.

12. **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

THE UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, KNOW AND UNDERSTAND ITS CONTENTS, FREELY AND VOLUNTARILY AGREE TO ABIDE BY ITS TERMS, AND HAVE NOT BEEN COERCED INTO SIGNING IT.

IN WITNESS OF THIS AGREEMENT, DiBri and the Village have caused their duly authorized representatives to execute this Agreement.

GLENY SAAVEDRA as president and on behalf of Dibri, Inc.

FRANK ROLLASON on behalf of North Bay Village.

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

This Agreement is effective as of the date first above written _____.



North Bay Village

12B

Administrative Offices

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

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

RECOMMENDATION MEMORANDUM

DATE: October 2, 2014

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

RECOMMENDED BY STAFF: FRANK K. ROLLASON
VILLAGE MANAGER

PRESENTED BY STAFF: Robert Daniels
Chief of Police

SUBJECT: Budget Amendment to authorize an additional full-time sworn police officer position to reduce Police overtime and Officer fatigue.

RECOMMENDATION:

It is recommended that the Village Commission approves a budget amendment to fund an additional full-time sworn police officer position to increase staff and cut back on overtime costs.

BACKGROUND:

Currently, we have two officers off on extended in-line-of-duty injuries and overtime expenses and officer fatigue are ever increasing. In addition, we have a very senior police staff with anticipated retirements coming in the next year or two. We have the opportunity to possibly hire our current part-time officer into a full-time position if this request is approved. This will allow the Village to take a proactive approach to replacing vacant positions. And, lastly, we are moving forward with re-establishing the PAL Program with an anticipated kick-off in January 2015. This, too, will quite likely have an impact on our patrol staffing levels and a further impact on our overtime budget.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Therefore, I am hopeful that you will support this request as I view it in the best interest of the Village over the long term.

FINANCIAL IMPACT:

<u>Expense</u>	<u>Projected Cost</u>
Full Time Police Officer (2015 fiscal year 9 months)	\$67,845

BUGETARY IMPACT (Finance Dept):

The funds for this program will be derived from the General Fund Unreserved Fund balance. If position is approved, it will be funded beginning January 1, 2015 through the balance of the Fiscal Year from this year's budget and then full time beginning in FY 2016.

PERSONNEL IMPACT:

Approval for this program will entail authorizing an additional full-time police officer position in the Police Department.

Robert J. Daniels
Chief of Police



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 7, 2014
TO: Yvonne P. Hamilton
Village Clerk
FROM: Frank K. Rollason
Village Manager
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2015 GENERAL OPERATING BUDGET BY DECREASING THE GENERAL FUND, UNRESERVED FUND BALANCE AND INCREASING THE POLICE BUDGET BY \$67,845 FOR THE HIRING OF A FULL TIME POLICE OFFICER; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2015 GENERAL OPERATING BUDGET BY DECREASING THE GENERAL FUND, UNRESERVED FUND BALANCE AND INCREASING THE POLICE BUDGET BY \$67,845 FOR THE HIRING OF A FULL TIME POLICE OFFICER; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Commission of North Bay Village, Florida, adopted a budget for the Fiscal Year 2015 on September 30, 2014; and

WHEREAS, the Village Manager feels that it is in the safety and welfare of the Village and the General Public to hire a full time Police Officer to reduce overtime, to reduce officer fatigue, and to address foreseeable officer attrition.

WHEREAS, the Village Manager has recommended that the budget be amended to decrease the General Fund, Unreserved Fund Balance and increase the Police Budget in the amount of \$67,845 to fund the hiring of a full time Police Officer as of January 1, 2015.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Budget Amendment. The Village Manager is hereby authorized to amend the FY 2015 General Fund, Unreserved Fund Balance and increase the Police Budget by \$67,845 for the purpose of hiring a full time Police Officer.

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 _____, seconded _____.

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

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

North Bay Village Resolution: Budget Amendment-\$67,845-Full Time Police Officer.



Staff Report Variance Request

Prepared for: North Bay Village
Commisison

Applicant: Humberto & Rebecca Ocariz

Site Address: 1460 South Treasure Drive

Request: Variance to Maximum Building Height



**LaRue Planning
& Management Services, Inc.**

1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Owner/Applicant	Humberto & Rebecca Ocariz
Site Address	1460 S. Treasure Dr.
Contact Person	Callum Gibb
Contact Phone Number	305-785-3798
E-mail Address	Not given
Zoning District	RS-2
Use of Property	Single Family Home

Legal Description of Subject Property

LOT 28, BLOCK 1, TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 AT PAGE 67, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA CONTAINING 9,000 SQUARE FEET (0.20 ACRES), MORE OR LESS.

Requested Variance

The applicant is requesting a 2 foot variance to the 35 foot maximum building height allowed for a 3 story structure in the RS-2 Zoning District, thereby allowing the average height of the roof to be 37 feet above grade.

Project Description

In October of 2013, the zoning department approved single family residence plans that were submitted for a building permit at this property. Those plans depicted a structure that was 35 feet above grade, which is the maximum allowed for a three story structure in the RS-2 Zoning District. Now the applicant has requested a variance "to raise the ridgeline of roof from 35 feet to 37 feet". The applicant states that the reason for this request is that "the change allows for a better design and construction solution as it completes the sloped roof".



Required Findings

Sec. 152.097(B) sets forth the findings that are required for the reviewing body(ies) to authorize any variance request. Sec. 152.097(C) requires that the reviewing body(ies) must make an affirmative finding with respect to the criteria listed below. For ease of review, each of the criteria contained in subparagraphs (B)(1) through (B)(3) have been separated into their component parts.

- (1)a. That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

Staff Comments: The Applicant has provided no evidence of special circumstances and/or conditions that are unique to the land or proposed structure. The property is a rectangular shaped lot of 9,000 square feet, in excess of the 6,000 square foot minimum lot size required in the RS-2 Zoning District. Architectural considerations are not valid reasons for granting a variance.

- (1)b. that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property;

Staff Comments: There are no special circumstances and/or conditions. The request for more height is a matter of choice necessitated only by the preference of the Applicant for a building size that results in the need for the variance.

- (1)c. and that the strict application of the provisions of this chapter would (or would not) deprive the Applicant of the reasonable use of the land, structure, or building for which the variance is sought;

Staff Comments: The Applicant has already received a building permit to build a structure that conforms to the Village Code and the parameters of the front setback variance that was already granted by the Commission. The Applicant has the right to build a structure that has already been permitted and the strict application of the maximum building height will not deny the Applicant the reasonable use of the property.



- (1)d. and would (or would not) involve an unnecessary hardship for the Applicant.

Staff Comments: The definition of an unnecessary hardship in Chapter 152 is as follows:

“(2) *Hardship, unnecessary.* Arduous restrictions upon the uses of a particular property, which are unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this chapter and the comprehensive master plan. Invalid and nonjustifiable bases for pleading unnecessary hardship include but are not limited to:

- (a) Loss of the "best" use of the land, and business competition.
- (b) Self-created hardships by the applicant's own acts.
- (c) Neighboring violations and nonconformities.
- (d) Claims of inability to sell the property.
- (e) General restrictions of this chapter.”

There is no unique characteristic about the lot that requires a variance to the maximum building height. If the Applicant should choose to build a new home of such a size that it requires that the structure exceed the maximum building height, any perceived hardship is one that is self-created.

Allowing the Applicant to build the structure that has already received a building permit does not deprive the Applicant of reasonable use of the land.

- (2)a. That granting the variance requested will not (or will) confer on the Applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district;

Staff Comments: It is our opinion that granting the requested building height variance would confer on the Applicant a special privilege that is denied to other lands in the RS-2 zoning district.

- (2)b. and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

Staff Comments: Strict application of the maximum building height will not deny the Applicant the reasonable use of his property. Consequently, we are of the opinion that no variance to the maximum building height is necessary; especially since the applicant has the right to build a structure according to the plans that were submitted and approved in October 2013, which do meet the Code.



- (3) That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Applicant Comments: It is in harmony with the general appearance and character of the community. It will not be injurious to the area involved or otherwise detrimental to the public welfare. It is an improvement to the design and is located in the center of the building, which maximizes the visual impact on the adjacent residences.

Staff Comments: While we do not feel that the granting of the variance would be particularly injurious to the neighborhood or otherwise detrimental to the public welfare, nevertheless, the granting of the variance will not be in harmony with the general intent of Chapter 152. Most importantly, the request does not meet the very specific requirements for granting a variance.

The City's LDC contains the same criteria in Sec. 2.7.6 as discussed above except they are numbered (1) through (6). The LDC also includes a seventh criterion which reads as follows:

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Staff Comments: We do not believe that the Applicant has based this variance request exclusively to reduce the cost of development.



Planning & Zoning Board Recommendation

Staff recommends **approval** of the requested variance by a vote of 3 - 1 to allow the structure to exceed the North Bay Village maximum building height. The recommendation for approval was for the specific design presented at the meeting.

Staff Recommendation

Staff recommends **denial** of the requested variance to allow the structure to exceed the North Bay Village maximum building height.

Staff finds that the requested variance does not meet all of the requirements of Sec. 152.097(C). The materials submitted do not adequately allow for an affirmative finding on all of the criteria contained in 152.097(B) as specifically identified by the foregoing Staff Comments.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

September 29, 2014

Hearing: Commission, October 14, 2014





North Bay Village

Administrative Offices

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

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

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1460 SOUTH TREASURE DRIVE

Owner Name MR & MRS. OCARIZ Owner Phone # 305-785-3798

Owner Mailing Address _____

Applicant Name _____ Applicant Phone # _____

(if different from Owner)

Applicant Mailing Address _____

Contact Person CALUM GIBBS, Architect Contact Phone # _____

Contact Email Address _____

Legal Description of Property LOT 28 BLK 1 TREASURE ISLAND P.B. 50, PAGE 67

Existing Zoning RS-2 Lot Size 9000 SF Folio Number _____

Project Description CONSTRUCTION OF NEW HOME

Section of North Bay Village Code from which the Applicant is Seeking Relief _____

Variance Requested TO RAISE RIDGELINE OF ROOF FROM 35' TO 37'0"

Reason for Request THE CHANGE ALLOWS FOR A BETTER DESIGN AND

CONSTRUCTION SOLUTION AS IT COMPLETES THE SLOPED ROOF

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

Plans depicting work to be completed

Property survey

Application fees

Optional Submittals:

Response to required findings

Signed consent letters from neighboring property owners

Optional plan versions for consideration by Village Commission

GFH

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

VARIANCE REQUEST 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 variances from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and/or 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 a variance 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 Planning & Zoning Board and 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 Planning & Zoning Board and 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 Planning & Zoning Board and the Village Commission revoked.

Authorized Signature Rebecca Ocariz [Signature]

Print Name REBECCA OCARIZ HUMBERTO OCARIZ

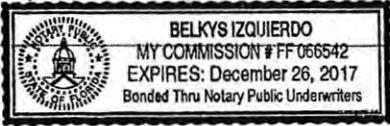
(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 30th day of July, 2014,
by Rebecca A. Ocariz and Humberto H. Ocariz
who is personally known to me or who has produced _____ as identification.

Notary Public Signature Belkys Izquierdo

Commission Number/Expiration _____



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

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 7/31/14

Tentative Meeting Date: 9/2/14

Fee Paid: \$ 100.00

Cash or Check # 5612

Date Paid: 7/31/14

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

CALLUM GIBB ARCHITECT PA
ARCHITECTURE • PLANNING • INTERIORS

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

Re: Non-Hardship Variance Request

To whom it may concern,

This request is being made by Humberto and Rebecca Ocariz. They are currently building a new home at 1460 S. Treasure Drive.

The home as designed meets the height requirements as per the zoning regulations. The request is for an additional two feet in overall height.

This request, if granted does not provide any additional area to the home, it would only allow the roof shape to be changed. It would allow us to complete the top of the sloped tile roof so that we have a tradition ridgeline. Currently we have a small flat area at the ridge of the roof to maintain the 35'-0" height limit.

We believe that this change meets the criteria of the non-hardship variance section in that:

- 1) It is in harmony with the general appearance and character of the community.
- 2) It will not be injurious to the area involved or otherwise detrimental to the public welfare.
- 3) It is an improvement to the design and is located in the center of the building which minimizes the visual impact on the adjacent residences.

Please do not hesitate to contact me should you require additional information or have any queries or comments.

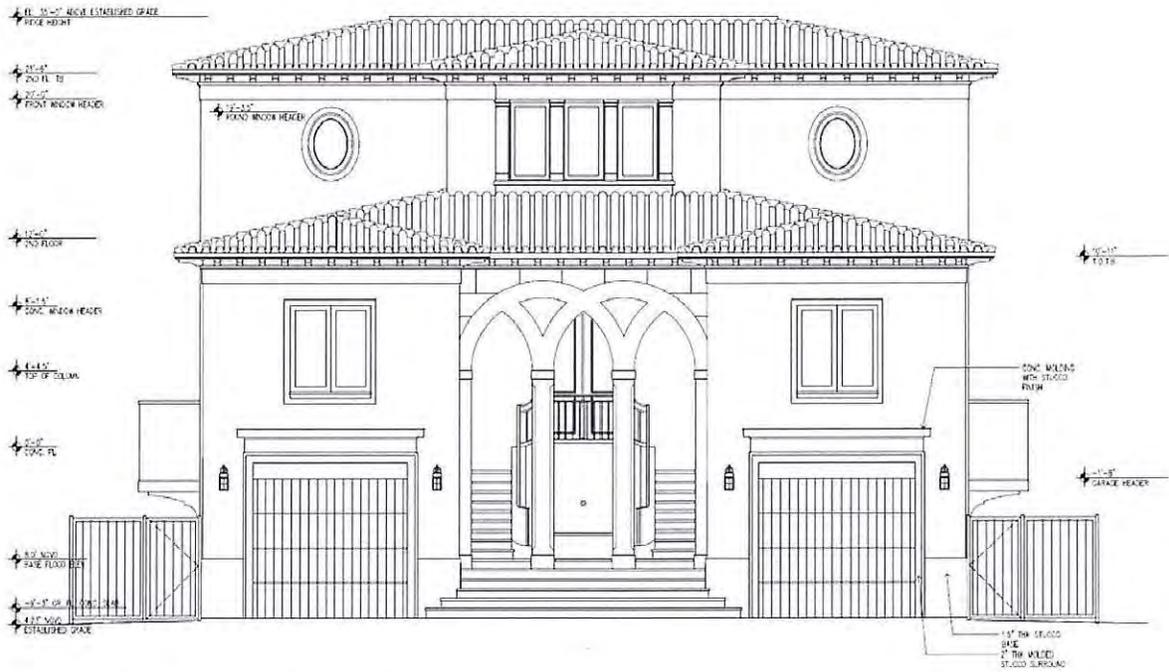
Yours sincerely,

Callum Gibb

Callum Gibb Architect.



Plans Approved October 2013



FRONT ELEVATION

1/4"

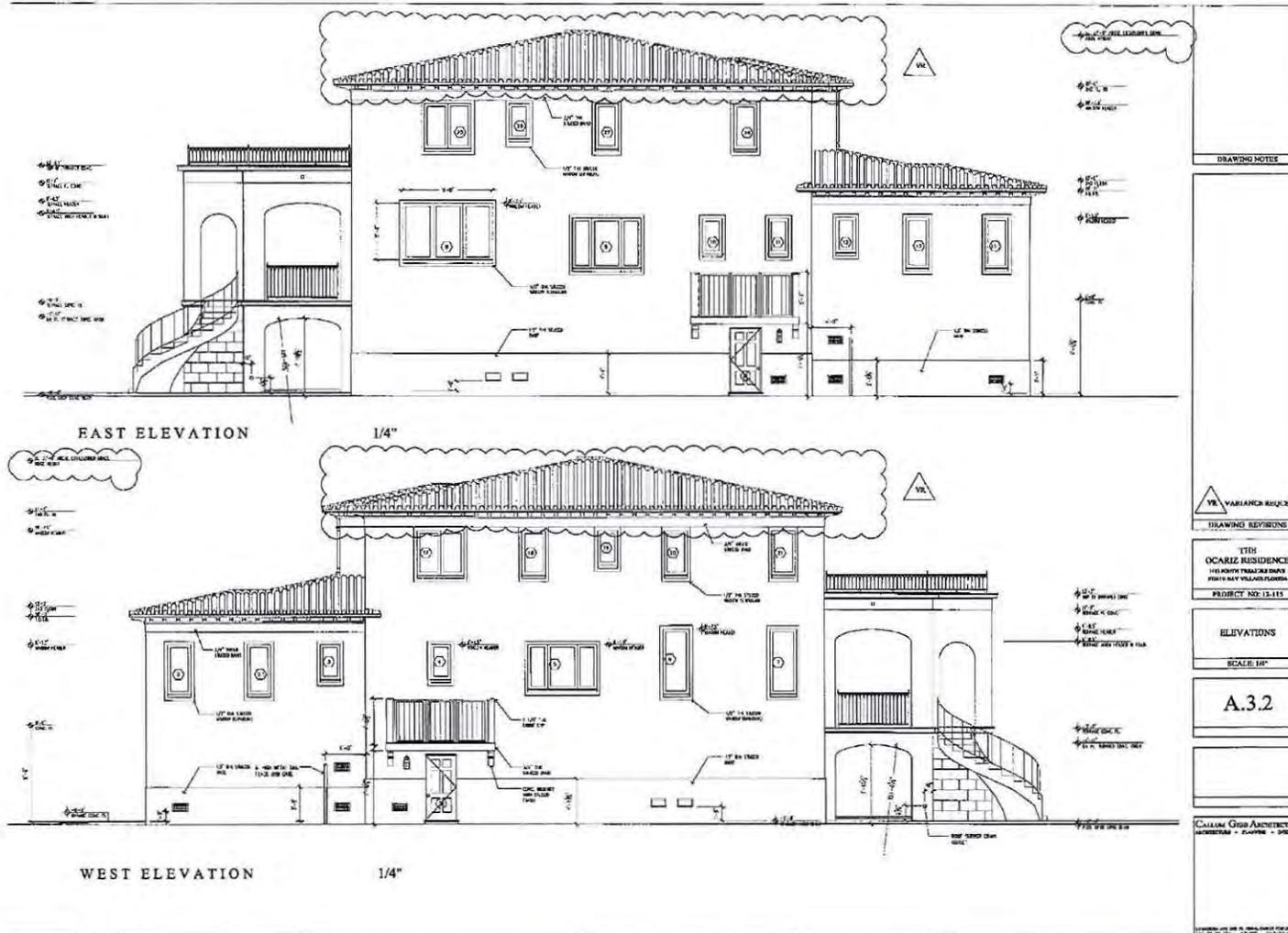


REAR ELEVATION

1/4"



Plans Submitted for Height Variance Request





North Bay Village

Administrative Offices

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

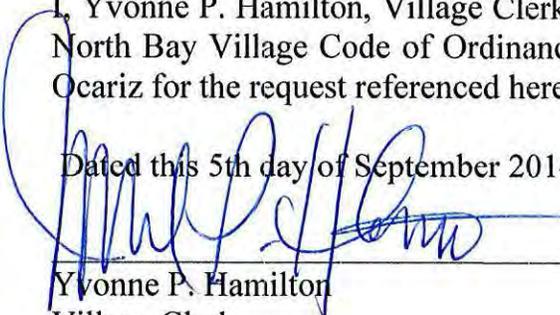
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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

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

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 Mr. & Mrs. Humberto Ocariz for the request referenced herein is complete.

Dated this 5th day of September 2014.


Yvonne P. Hamilton
Village Clerk

(Commission Meeting-10/14/2014)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

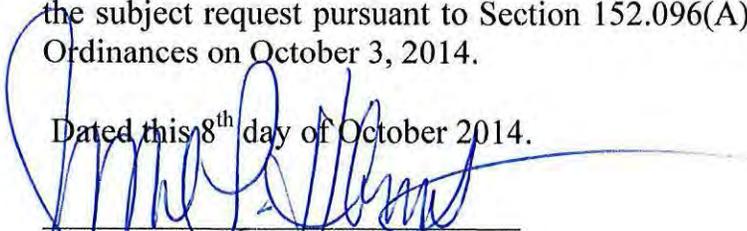
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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

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

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 3, 2014.

Dated this 8th day of October 2014.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting-October 14, 2014)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

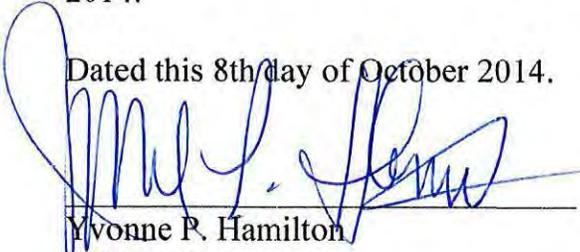
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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

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

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on October 14, 2014 was posted at the above-referenced property on October 2, 2014.

Dated this 8th day of October 2014.


Yvonne P. Hamilton
Village Clerk

(Commission Meeting-10/14/2014)

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 14, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

1. AN APPLICATION BY MR. AND MRS. HUMBERTO OCARIZ CONCERNING PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 - A. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A SINGLE FAMILY HOME STRUCTURE TO BE 37 FEET HIGH, WHERE SECTION 152.027(C)(3) ALLOWS FOR A MAXIMUM BUILDING HEIGHT OF 35 FEET.

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 (October 2, 2014)

Owner/Occupant
1440 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1450 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1460 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1470 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1480 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1500 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1510 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1520 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1540 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1441 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1471 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1471 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1521 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7500 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7508 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7512 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7516 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7517 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7513 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7509 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7505 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7517 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Adventure Avenue
N. Bay Village, FL 33141



Owner/Occupant
7504 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Bounty Avenue
N. Bay Village, FL 33141





**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 14, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY MR. BRAD JOHNSON CONCERNING PROPERTY LOCATED AT 1321 BAY TERRACE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 152.059 AND SECTION 150.11(A) OF THE VILLAGE CODE.
2. AN APPLICATION BY MR. AND MRS. HUMBERTO OCARIZ CONCERNING PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 - A. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A SINGLE FAMILY HOME STRUCTURE TO BE 37 FEET HIGH, WHERE SECTION 152.027(C)(3) ALLOWS FOR A MAXIMUM BUILDING HEIGHT OF 35 FEET.

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 24, 2014)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY HUMBERTO AND REBECCA OCARIZ FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE REDEVELOPMENT OF A SINGLE-FAMILY STRUCTURE AT 1460 SOUTH TREASURE DRIVE TO PERMIT A BUILDING HEIGHT OF 37 FEET, WHERE THE CODE REQUIRES A MAXIMUM BUILDING HEIGHT OF 35 FEET; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Humberto and Rebecca Ocariz has applied to North Bay Village for a Variance to allow a building height of 37 feet, where Section 152.027(C)(3) allows a maximum building height of 35 feet; and

WHEREAS, Section 152.097 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a variance.

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for September 2, 2014, at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Village Commission was noticed for October 14, 2014 at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

**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 152.097(B) of the Village Code, the Village Commission finds that:

- A. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district; that the special circumstances and conditions were not self-created by any person having an interest in the property; and that the strict application of the provisions of the Code of Ordinances would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would involve an unnecessary hardship for the applicant.
- B. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district; and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
- C. That granting the variance will be in harmony with the general intent and purpose of Chapter 152, Zoning, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Section 3. Grant.

The Variance requested for a 37 foot building height is hereby granted in substantial conformance with the Site Plan submitted for hearing.

Section 4. Conditions.

- 1. Pursuant to Section 152.103 of the Village Code, the Variance shall lapse after one year of Commission approval if no substantial construction takes place.

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 approval terms and conditions contained in this shall be considered a violation of this Resolution and persons found violating the Resolution 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 Eddie Lim _____
Commissioner Richard Chervony _____
Commissioner Wendy Duvall _____
Commissioner Jorge Gonzalez _____

PASSED AND ADOPTED this 14th day of October 2014.

Mayor Connie Leon-Kreps

Attest:

Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: 1460 South Treasure Drive Building Height Variance.



Staff Report

Permit Application for Pier and Boat Lifts

Prepared for: North Bay Village Commission

Applicant: Jill D. Johnson Trust

Request: Permit for a pier (dock) projecting no more than 25 feet from the bulkhead line.



Serving Florida Local Governments Since 1988

General Information

Owner/Applicant	Jill D. Johnson Trust
Applicant Address	1321 Bay Terrace, North Bay Village
Site Address	1321 Bay Terrace
Contact Person	Bibi Villazon
Contact Phone Number	305-244-0595
E-mail Address	bibi@tridentenv.com
Zoning District	RS-1
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to construct a new dock at a residence in the RS-1 zoning district. The proposed dock will extend 25 feet from the existing seawall into Biscayne 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,



Recommendation

Staff recommends **approval** of the application, 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 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.

Submitted by:

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

September 29, 2014

Hearing: Village Commission, October 14, 2014

Attachments: Letter of Intent
Dock Plans Provided by Applicant
Biological Assessment



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

The dock will be located so that the 7.5 foot side setbacks from the property lines are met. Additionally, the dock will extend no more than 25 feet from the seawall into the waterway.

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 dock is safe and compatible.



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*





1321 BAY TERRACE
North Bay Village, Florida
Folio # 23-3209-008-0240

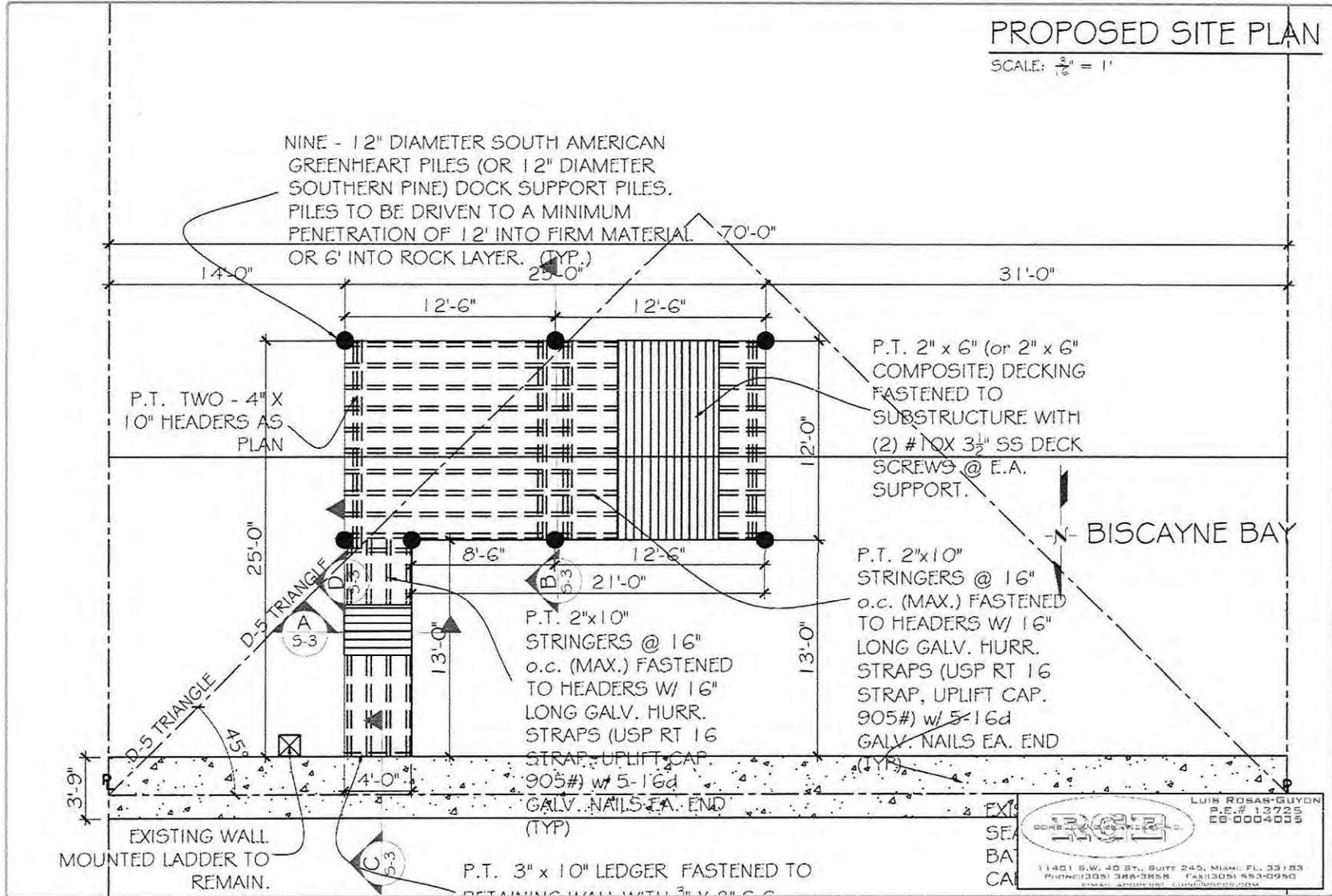
Letter of Intent

The Applicant, Jill D. Johnson Trust, is requesting approval for the construction of a new timber boat dock including a 4' wide by 13' long access walkway, and a 12' wide by 25' long terminal platform projecting a total distance of 25' from the existing seawall. Total projection for all structures is 25' from the face of the seawall.

DERM has reviewed this configuration and plans have been approved by DERM on July 11, 2014. A copy of the DERM biological assessment and photos of the site are attached.

The project site is located on Biscayne Bay. Other properties in the vicinity also project similar distances (see attached Aerial) and the dock projection is in line with the neighboring properties.



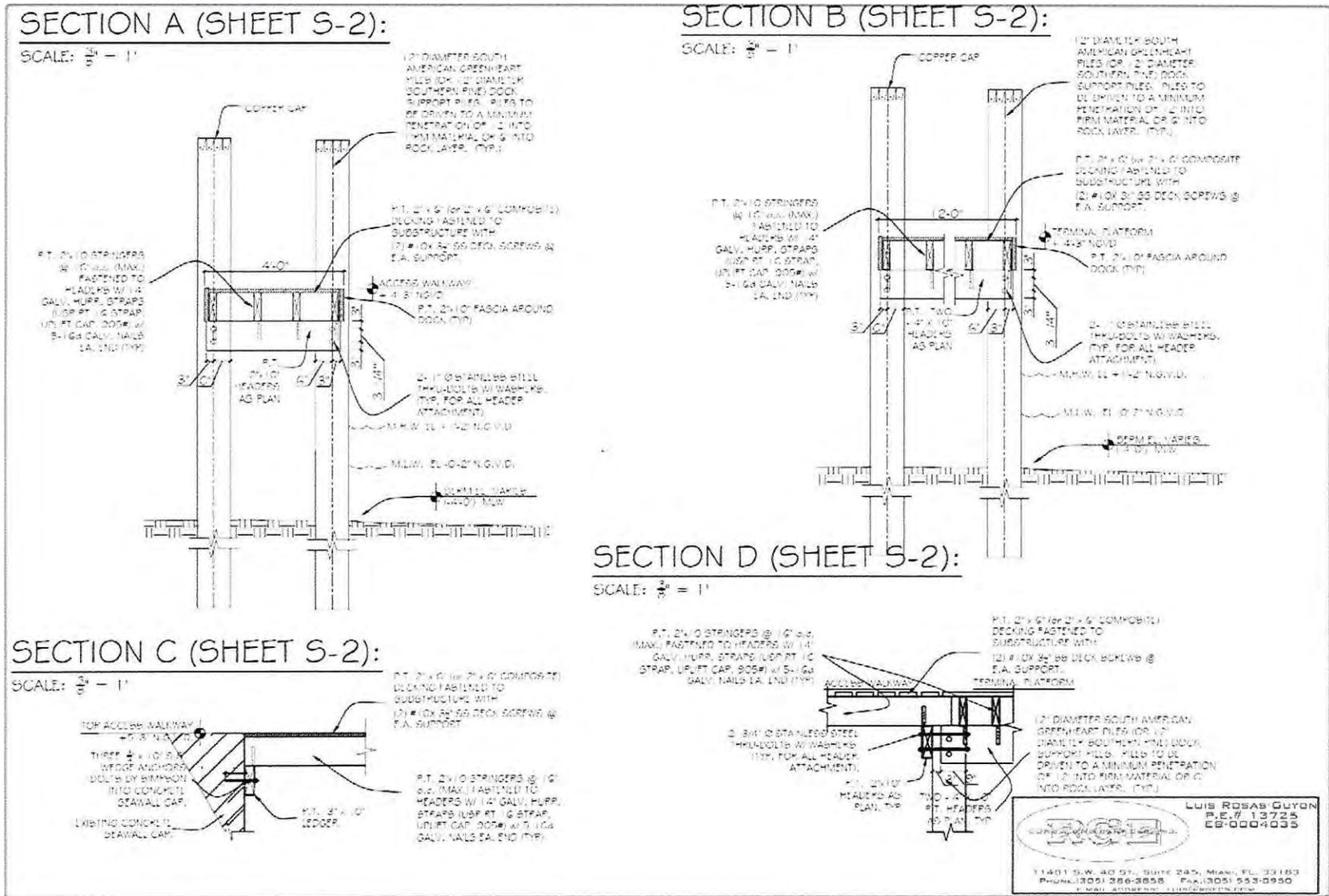


JOHNSON RESIDENCE
 1321 BAY TERRACE
 NORTH BAY VILLAGE, FL
 NEW TIMBER BOAT DOCK

date: _____
 drawn: _____
 checked: _____
 project no: _____
 revision: _____

sheet no: **S-2**
 2 of 3





TRIDENT
 environmental consultants, inc.
 3000 N.W. 12th St., Ft. Lauderdale, FL 33309

JOHNSON RESIDENCE
 1321 BAY TERRACE
 NORTH BAY VILLAGE, FL

NEW TIMBER BOAT DOCK

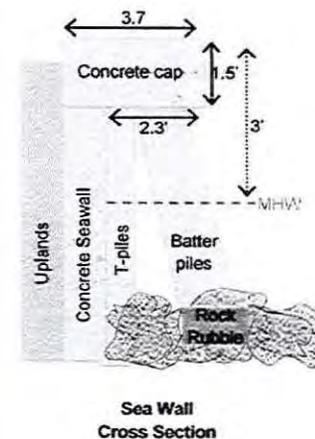
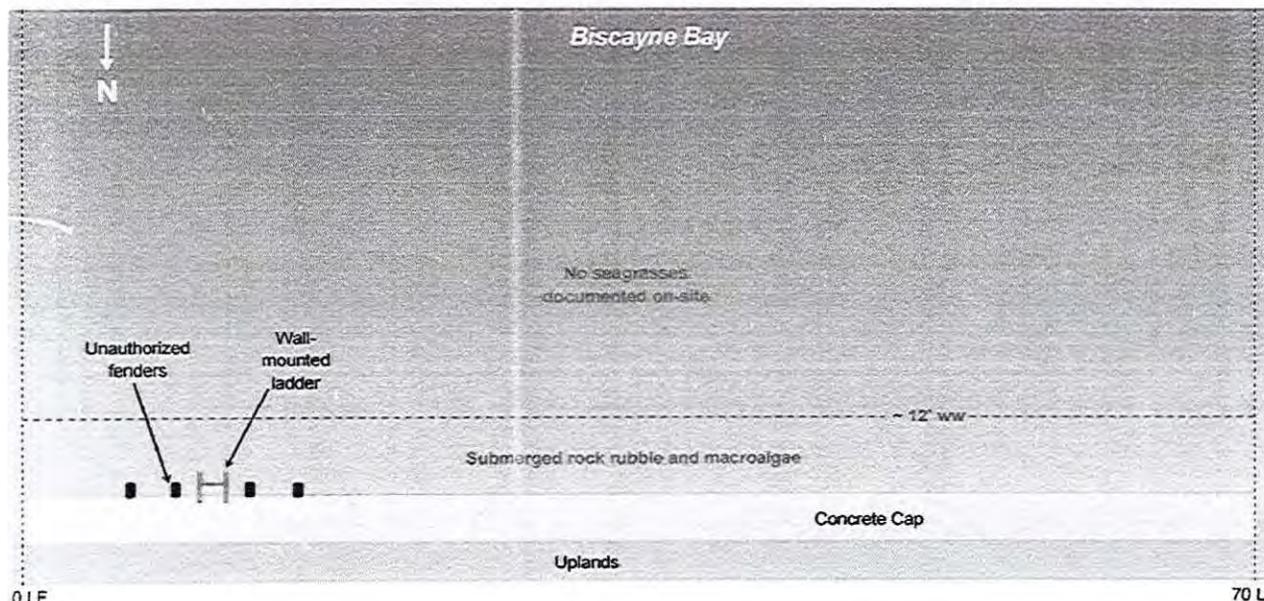
DATE: _____
 DRAWN: _____
 CHECKED: _____
 PROJECT NO: _____
 SHEET NO: **S-3**
 3 of 3



Biological Assessment Sketch

CLI-2014-0183 / 2004 Revocable Trust – Dock
 1321 Bay Terrace, North Bay Village

Inspection done on 06-12-2014 at 11:15 AM
 Biologists: M. Rose, A. Alonso



Notes	Resources
<ul style="list-style-type: none"> All waterward distances taken from wetface of seawall cap. Unauthorized fender system documented at 10, 12.6, 15 and 17 LF. 	<p>Resources</p> <ul style="list-style-type: none"> <i>Acanthophora spicifera</i> (spiny seaweed) <i>Acetabularia crenulata</i> (mermaid's wine glass) <i>Caulerpa sertulariodes</i> (green feather algae) <i>Caulerpa racemosa</i> (green grape algae) <i>Lytechinus variegatus</i> (Variegated sea urchin) Soft corals Sponges
Legend	
<p>ww = waterward distance from face of seawall LF = linear feet from east property line MLW = mean low water MHW = mean high water</p>	

LF	ww dist. of rubble	Depth at				
		wall	32' ww	Depth Contours		
				4'	5'	6'
5	12.9	1.7	5.5	17.7	27.0	37.9
14	12.8	1.3	5.4	16.5	25.7	39.4
25	12.5	1.6	5.1	18.7	28.6	42.0
35	12.0	1.8	5.0	18.6	27.9	42.9
45	13.0	1.8	5.1	17.4	27.8	40.8
55	12.2	2.5	5.0	18.3	31.8	42.0
65	12.1	2.5	5.1	18.8	30.0	42.2

All depths adjusted to MLW
 (adjustment = 1.5' at 12:00PM).





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 1321 Bay Terrace North Bay Village

Owner Name Jill D Johnson Trust Owner Phone # 612-790-2208

Owner Mailing Address 1321 Bay Terrace North Bay Village

Applicant Name Jill D Johnson Trust Applicant Phone # 612-790-2208

Applicant Mailing Address 1321 Bay Terrace North Bay Village

Contact Person BiBi Contact Phone # 305 244 0515

Contact Email Address BiBi@Nidertent.com

Legal Description of Property North Bay Island PB 40-59

Existing Zoning SFV Lot Size 6020 Folio Number 23-3209-008-0240

Legal Description North Bay Island PB 40-59

Project Description construction of a new 340 sf Timber

Dock including a 4' wide by 20' long access walkway
and a 12' wide by 25' long terminal platform. max projection is

Dock Length Measured Perpendicular from Seawall 32' from

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

- 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

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

JUL 17 10:17 AM

APPLICATION FOR PUBLIC HEARINGS:

Hearings and Notices: - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: 2004 Revocable Trust of Jill D. Johnson Phone: 612-790-2208

Mailing Address: 1321 Bay Terrace, North Bay Village, FL 33141

Legal Description of Property: Lot 1, Blk 2, North Bay Island

Existing Zoning: SFR Lot Size: 6,020 SF Folio: 23-3209-008-0240

Type of Request: Construction of a new 340 SF timber boat dock

including a 4' wide by 20' long access walkway and a 12' wide by 25' long terminal platform. Max projection is 32' from seawall.

Reason for Request: (Attach additional Pages if necessary) See attached letter of intent.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

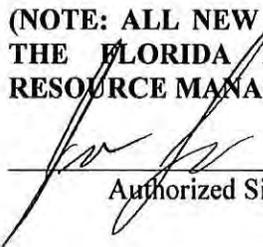
**APPLICATION FOR HEARING
BEFORE THE PLANNING & ZONING BOARD AND
VILLAGE COMMISSION
PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and 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 petition, conditional use permit or amendment.

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of 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 and the Village Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & 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 Planning & Zoning Board and the Village Commission revoked.

(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).



Authorized Signature

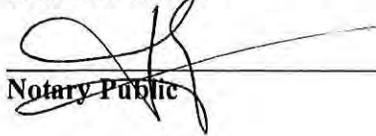
Jill Johnson

Print Name

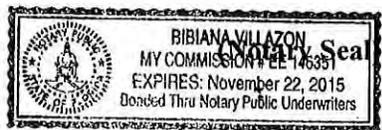
(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed to before me this 10 day of July 2014
by Jill Johnson
who is personally known to me or who has produced _____
as identification.



Notary Public



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

Office Use Only:

Date Submitted: 7/17/14

Fee Paid: \$ 300.00

Tentative Meeting Date: 9/9/14 (Not Ready)

Cash or Check # 3915

Date Paid: 7/17/14 10/14/14

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

RE: AN APPLICATION BY MR. BRAD JOHNSON CONCERNING PROPERTY LOCATED AT 1321 BAY TERRACE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 152.059 AND SECTION 150.11(A) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on October 14, 2014 was posted at the above-referenced property on October 2, 2014.

Dated this 8th day of October 2014.

Yvonne P. Hamilton
Village Clerk

(Commission Meeting-10/14/2014)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

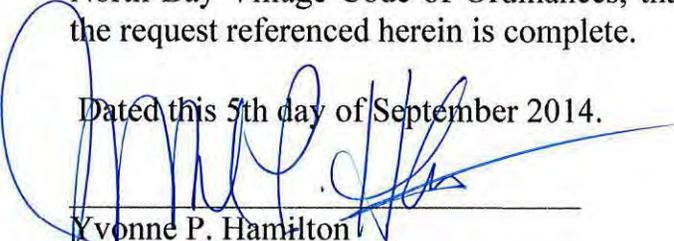
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY MR. BRAD JOHNSON CONCERNING PROPERTY LOCATED AT 1321 BAY TERRACE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 152.059 AND SECTION 150.11(A) 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 Mr. Brad Johnson for the request referenced herein is complete.

Dated this 5th day of September 2014.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting-10/14/2014)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

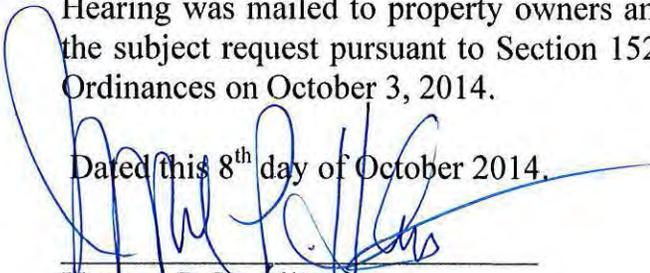
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY MR. BRAD JOHNSON CONCERNING PROPERTY LOCATED AT 1321 BAY TERRACE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 152.059 AND SECTION 150.11(A) 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 3, 2014.

Dated this 8th day of October 2014.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting-October 14, 2014)

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 14, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

1. AN APPLICATION BY BRAD JOHNSON CONCERNING PROPERTY LOCATED AT 1321 BAY TERRACE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK PURSUANT TO SECTION 152.059 AND SECTION 150.11(A) 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
(October 1, 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner/Occupant
1311 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1315 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1331 Bay Terrace
N. Bay Village, FL 33141

Owner/Occupant
1321 Bay Terrace
N. Bay Village, FL 33141

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

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

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



**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 14, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY MR. BRAD JOHNSON CONCERNING PROPERTY LOCATED AT 1321 BAY TERRACE, NORTH BAY ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 152.059 AND SECTION 150.11(A) OF THE VILLAGE CODE.
2. AN APPLICATION BY MR. AND MRS. HUMBERTO OCARIZ CONCERNING PROPERTY LOCATED AT 1460 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 - A. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A SINGLE FAMILY HOME STRUCTURE TO BE 37 FEET HIGH, WHERE SECTION 152.027(C)(3) ALLOWS FOR A MAXIMUM BUILDING HEIGHT OF 35 FEET.

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.

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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 24, 2014)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 1321 BAY TERRACE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brad Johnson, has applied to North Bay Village for a Building Permit to construct a dock at 1321 Bay Terrace, in the RS-1, Single-Family, Low Density, Residential District; 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, Section 150.11(A) of the Code limits the construction of any dock more than twenty-five (25) feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village; 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 14, 2014 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; and

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.

Section 150.11(A) of the North Bay Village Code of Ordinances approval is granted to construct a dock at 1321 Bay Terrace in accordance with the Site 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, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

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 condition shall be considered a violation of this Resolution and persons found violating the Resolution 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 Eddie Lim	_____
Commissioner Richard Chervony	_____
Commissioner Wendy Duvall	_____
Commissioner Jorge Gonzalez	_____

PASSED and ADOPTED this 14th day of October 2014.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: Dock Construction-1321 Bay Terrace.



North Bay Village

Administrative Offices

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

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

RECOMMENDATION MEMORANDUM

DATE: October 8, 2014

**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:
Yvonne P. Hamilton, CMC
Village Clerk**

SUBJECT: Appointment of Member to the Business Development Advisory Board

RECOMMENDATION:

It is recommended that the Village Commission consider the application of Mr. Scott Greenwald for appointment to the Business Development Advisory Board. Pursuant to Section 32.79 of the Village Code, the Board is to consist of five members including residents located anywhere in the Village, as well as business owners. The following individuals are members of the Board:

- Clinton Beard, 1881 Kennedy Causeway (Mr. Beard has never attended a meeting.)
- Michael Tannhauser, 7512 Mutiny Avenue
- Miguel Barbagallo, Real Estate Developer/1755 Kennedy Causeway/
1555 Kennedy Causeway

Section 32.81 of the Village Code allows for members to serve until the new Board has been appointed after the General Election.

BUDGETARY IMPACT:

There is no impact to the budget for appointing the members.

PERSONNEL IMPACT:

Village Staff will attend the meetings.

CONTACT:

Yvonne P. Hamilton, Village Clerk

ORDINANCE NO. 2014-06

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.78 THROUGH 32.85 OF THE VILLAGE CODE RELATING TO THE “BUSINESS DEVELOPMENT ADVISORY BOARD”; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)

WHEREAS, the Village Commission finds that it is in the best interest of the community to establish a permanent group to recommend improvements to the business community; and

WHEREAS, the Village Commission desires to change the Business Development Advisory Committee to the Business Development Advisory Board.

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

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

Section 2. Village Code Amended. Chapter 32, Departments and Boards, of the North Bay Village Code of Ordinances is amended to read as follows¹:

BUSINESS DEVELOPMENT ADVISORY BOARD

§ 32.78 Establishment

A Business Development Advisory Board is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the Village.

§ 32.79 Composition

There is hereby created the North Bay Village Business Development Advisory Board which shall consist of five (5) members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in §6.01 of the Charter.

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

§ 32.80 Qualifications

The members of the Business Development Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village and shall have been a resident of North Bay Village for a minimum of two (2) years.

§ 32.81 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

§ 32.82 Vacancy.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member by a majority vote of the Commission.

§ 32.83 Power and duties

The Business Development Advisory Board shall be charged with the following duties:

1. Appoint its own chair and vice-chair;
2. Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
3. Provide monthly written reports containing its activities and recommendations concerning the economic development of the Village, including but not limited to, the existing business environment in the Village and what measures the Commission and Village staff may take to attract businesses to the Village.

§ 32.84 Officers

The Business Development Advisory Board shall annually, each by majority vote, elect one of its members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Commission. In the case of the absence of the Chair at any meetings, the Vice-Chair shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission monthly.

§ 32.85 Meetings; quorum; voting period.

- (A) The Business Development Advisory Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. In the event that the Chairperson 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.
- (B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

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

Section 4. Codification. This ordinance shall be codified and included in the Code of Ordinances.

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

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

A motion to approve the foregoing Ordinance on first reading on June 10, 2014 was offered by Commissioner Richard Chervony, seconded by Commissioner Jorge Gonzalez.

The Votes were as follows:

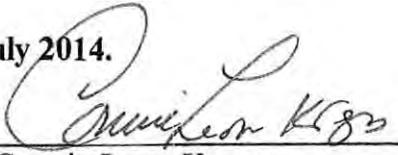
Mayor Connie Leon-Kreps	<u>Absent</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

A motion to approve the foregoing Ordinance on second reading was offered by Vice Mayor Eddie Lim, seconded by Commissioner Jorge Gonzalez.

FINAL VOTES AT ADOPTION:

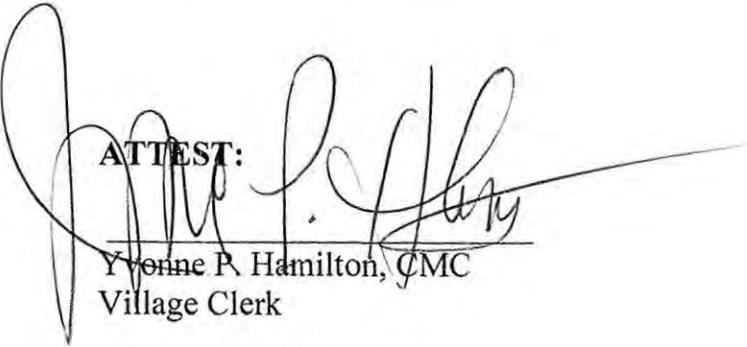
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Absent</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

DULY PASSED AND ADOPTED this 8th day of July 2014.



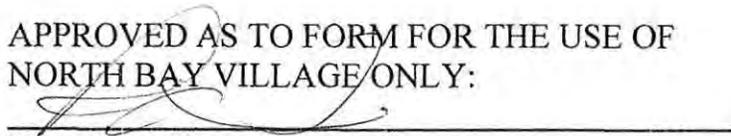
Connie Leon-Kreps
Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



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

North Bay Village Ordinance: Business Development Advisory Board-6-10-2014.



North Bay Village

Administrative Offices

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

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

BOARD/COMMITTEE APPLICATION

NAME Scott Greenwald TELEPHONE # 305-667-2225

MAILING ADDRESS 7301 SW 57th Court, Suite 565 South Miami, FL 33143

VILLAGE RESIDENT: YES NO HOW MANY YEARS 33

BUSINESS OWNER: YES NO PAST OR PRESENT Present

NAME AND ADDRESS OF BUSINESS The Loxi Retail - 1700 Kennedy Causeway, IOP Property - 1415 NE 79th St

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 14

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE
- ARTS, CULTURAL & SPECIAL EVENTS BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD
- COMMUNITY ENHANCEMENT BOARD
- PLANNING & ZONING BOARD
- YOUTH & EDUCATION SERVICES 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:
Community Enhancement Board, Citizens Budget and Oversight Board - NBV

- I have been a Real Estate Developer and have been involved in North Bay Village for 14 years

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)
I have been involved in real estate and redevelopment of real estate for over 20 years. I am involved in the revitalization of North Bay Village and would like to help develop the business climate in NBV.

(Members of the Planning & Zoning Board are required to file a Statement of Financial Interest annually with the Miami-Dade Elections Department. Additionally, at least four hours of Ethics Training is required for all Board members during their term of Office.)

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

ORDINANCE NO. _____

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

WHEREAS, Section 6.03 of the Village Charter establishes the authority for the Village Commission to develop Advisory Boards; and

WHEREAS, the Village Commission desires to develop the Special Needs Advisory Board to identify structured activity programs to meet the needs of residents with functional impairments, as well as seniors and children.

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

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

Section 2. Village Code Amended. Chapter 32, Departments and Boards, of the North Bay Village Code of Ordinances is amended to read as follows¹:

SPECIAL NEEDS ADVISORY BOARD

§ 32.86 Establishment

A Special Needs Advisory Board is hereby created to identify special needs residents in the community and locate structured activity programs to meet the needs of individuals with functional impairments, as well as provide assistance during emergencies.

The Special Needs Advisory Board shall consist of three (3) members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in §6.01 of the Charter.

To the extent possible, the following areas should be represented by the members of the Board with the expertise in such areas as:

1. Developmental special needs.
2. Physical special needs
3. Seniors and children with special needs
4. Women's issues such as domestic violence.
5. Emotional special needs.

§ 32.88 Qualifications.

The members of the Special Needs Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

§ 32.89 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

Members who fail to attend three consecutive meetings without prior written notice will be subject to recommendation for removal to the Village Commission.

§ 32.90 Vacancy.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member by a majority vote of the Commission.

§ 32.91 Power and duties

The Special Needs Advisory Board shall be charged with the following duties:

1. Appoint its own chair and vice-chair;
2. Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
3. Identify Special Needs individuals in the Village.
4. Coordinate with Village Staff to maintain contact information on individuals who falls into this category.
5. Identify programs and services that cater to the special needs community.

6. Hold public meetings in order to solicit public input regarding special needs services and programs;
7. Serve as liaison between the Village and the Special Needs community.
8. Make bi-monthly reports to the Village Commission regarding its activities.
10. Any other duties which the Village Commission may, in the future request.

§ 32.92 Officers

The Special Needs Advisory Board shall annually, each by majority vote, elect one of its members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Commission. In the case of the absence of the Chair at any meetings, the Vice-Chair shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission bimonthly.

§ 32.93 Meetings; quorum; voting period.

- (A) The Special Needs Advisory Board shall hold regular bi-monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. Special Meetings may be called by any member of the Board, with written notice mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and two members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

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

Section 4. Codification. This ordinance shall be codified and included in the Code of Ordinances.

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

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

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

The Votes were as follows:

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

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this _____ day of _____ 2014.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Ordinance: Special Needs Advisory Board.



North Bay Village

Administrative Offices

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16A

OFFICIAL MINUTES

FINAL BUDGET PUBLIC HEARING

TUESDAY, SEPTEMBER 30, 2014

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

7:30 P.M.

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

The Mayor called the Budget Hearing to order at 7:34 p.m., and she read the rules of conduct into the record. The Pledge of Allegiance was recited. Present were the following:

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

Commissioner Wendy Duvall was absent.

Also Present:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Village Attorney Robert L. Switkes
Finance Director Bert Wrains
Police Chief Robert Daniels
Director of Public Works Rodney Santana-Carrero
Deputy Village Clerk Jenorgen Guillen
Village Clerk Yvonne P. Hamilton

2. PUBLIC HEARING ON THE FINAL MILLAGE AND FINAL ANNUAL BUDGET FOR FISCAL YEAR 2014-2015.

The Village Commission held the final budget hearing pursuant to State law.

Village Attorney Robert L. Switkes explained the process for the Budget Hearing pursuant to State law.

Village Clerk Yvonne P. Hamilton read the Resolutions into the record.

Mayor Connie Leon-Kreps opened the public hearing.

Finance Director Bert Wrains read the instructions for adopting the Resolutions pursuant to the TRIM guidelines. He announced the 5.4740 millage rate, which is more than the rolled back rate of 4.8204 mills by .6536 or 13.56%.

The Finance Director made a presentation regarding the proposed budget for Fiscal Year 2014-2015.

Village Manager Frank K. Rollason discussed the utilities emergency procurement.

The Mayor received comments from the public.

Alvin Blake, of 7631 Coquina Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Kevin Vericker, of 7520 Hispanola Avenue, Stuart Blumberg, of 7532 Cutlass Avenue, Gudrin Volker, of 7517 Cutlass Avenue, and Ann Bakst, of 1865 Kennedy Causeway addressed the Commission.

The Village Manager reiterated the 5.4740 millage rate, which is more than the rolled back rate of 4.8204 mills by .6536 or 13.56%.

The Mayor closed the Public Hearing.

Commissioner Jorge Gonzalez made a motion to amend the budget to re-appropriate the \$20,000 for fireworks towards the PAAL Program. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

3. RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2014-2015; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to approve the Final Millage Rate of 5.4740 mills and the Debt Service Millage of 0.8573. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL ANNUAL BUDGET FOR FISCAL YEAR COMMENCING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to approve the Final Annual Budget for the Fiscal Year commencing October 1, 2014 and ending September 30, 2015. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

4. ADJOURNMENT

The meeting adjourned at 9:43 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

this 14th day of October 2014.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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16B

OFFICIAL MINUTES

FINAL BUDGET PUBLIC HEARING

MONDAY, SEPTEMBER 22, 2014

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

7:00 P.M.

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

The Mayor called the meeting to order at 7:04 p.m. The Pledge was recited. The following were present at roll call:

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

Commissioner Wendy Duvall was absent.

Village Manager Frank K. Rollason
Finance Director Bert Wrains
Lieutenant Brian Collins
Village Clerk Yvonne P. Hamilton

Village Manager Frank K. Rollason explained that the advertisement placed for this public hearing did not comply with State law; therefore, the meeting had to be continued.

Commissioner Richard Chervony made a motion to continue the meeting to Tuesday, September 30, 2014 at 7:30 p.m. Commissioner Jorge Gonzalez seconded the motion. The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

2. PUBLIC HEARING ON THE FINAL MILLAGE AND FINAL ANNUAL BUDGET FOR FISCAL YEAR 2014-2015.

This item was continued to September 30, 2014.

3. RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2014-2015; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

This item was continued to September 30, 2014.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL ANNUAL BUDGET FOR FISCAL YEAR COMMENCING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

This item was continued to September 30, 2014.

4. ADJOURNMENT

At 7:09 p.m. the Mayor recessed the meeting to September 30, 2014 at 7:30 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on this 14th day of October 2014..

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting.)

Prepared by: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

this 14th day of October 2014..

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting.)



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16C

OFFICIAL MINUTES

TENTATIVE BUDGET PUBLIC HEARING

TUESDAY, SEPTEMBER 11, 2014

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

7:00 P.M.

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

The Mayor called the Budget Hearing to order at 7:08 p.m., and she read the rules of conduct into the record. The Pledge of Allegiance was recited. Present were the following:

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

Commissioner Jorge Gonzalez arrived at the meeting at 7:14 p.m.

Also Present:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Chief Robert Daniels
Director of Public Works Rodney Santana-Carrero
Deputy Village Clerk Jenorgen Guillen
Village Clerk Yvonne P. Hamilton

2. PUBLIC HEARING ON THE TENTATIVE MILLAGE AND TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR 2014-2015.

The Village Commission held the tentative budget hearing pursuant to State law.

Village Attorney Robert L. Switkes explained the process for the Budget Hearing pursuant to State law.

Village Clerk Yvonne P. Hamilton read the Resolutions into the record.

Mayor Connie Leon-Kreps opened the public hearing.

The Village Manager read the instructions for adopting the Resolutions pursuant to the TRIM guidelines. He announced the 5.4740 millage rate, which is more than the rolled back rate of 4.8204 mills by .6536 or 13.56%.

The Finance Director made a presentation regarding the proposed budget for Fiscal Year 2014-2015 and discussed the following general subjects:

- History and ranking of millage rate
- Ad Valorem Calculation
- Fund Balances
- Millage Rate Formula
- General Fund Detail of Increase
- General Fund Detail of Decrease
- Special Revenue Fund Detail of Increase
- Utility Fund Detail of Increase
- Utility Fund Detail of Decrease
- Parks Improvement Trust Fund
- Police Improvement Trust Fund
- Revenues and Expenses
- PAAL Program Expenses
- Forfeiture Fund Detail of Increases
- Forfeiture Fund Detail of Decreases

For the record, Commissioner Richard Chervony requested that the utilities be included as part of the budget during the next presentation at the Final Budget Hearing.

The Mayor received comments from the public.

Kevin Vericker, of 7520 Hispanola Avenue, Ana Watson, of 7945 East Drive, and Doris Acosta, of 1880 S. Treasure Drive, on behalf of the Optimist Club, addressed the Commission.

The Mayor closed the Public Hearing.

3. RESOLUTIONS

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2014-2015; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

Commissioner Jorge Gonzalez made a motion to approve the proposed Millage Rate of 5.4740 mills. Commissioner Wendy Duvall seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

Vice Mayor Eddie Lim made a motion to approve the Voted Debt Service Millage of 0.8573. Commissioner Richard Chervony seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR COMMENCING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

Commissioner Wendy Duvall made a motion to approve the Tentative Annual Budget for Fiscal Year October 1, 2014 and ending September 30, 2015. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Wendy Duvall, and Vice Mayor Eddie Lim all voted Yes. Commissioner Richard Chervony voted No.

4. **ADJOURNMENT**

The meeting adjourned at 9:33 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

this 14th day of October 2014..

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING

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

TUESDAY, SEPTEMBER 9, 2014

7:30 P.M.

1. CALL TO ORDER

The Mayor called the Regular Commission Meeting to order at 7:37 p.m., she read the rules of conduct for the proceedings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

Also Present:

Village Manager Frank K. Rollason
Village Attorney Robert L. Switkes
Deputy Village Manager/HR Director Jenice Rosado
Police Chief Robert Daniels
Finance Director Bert Wrains
Public Works Director Rodney Santana-Carrero

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September 9, 2014
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2. A. PROCLAMATIONS AND AWARDS

**1. FIRE STATION 27 CREW
(COMMISSIONER JORGE GONZALEZ)**

Commissioner Jorge Gonzalez presented a proclamation to Fire Crew 27 in recognition of the heroism displayed when the deck at Shucker's Restaurant, 1819 Kennedy Causeway, collapsed on June 18, 2013.

At this time, Commissioner Sally Heyman addressed the Commission.

**2. TREASURE ISLES NURSING HOME
(MAYOR CONNIE LEON-KREPS)**

Mayor Connie Leon-Kreps presented a proclamation to the Treasure Island Nursing Home upon their achievement of a Five Star Rating for 2013.

**3. SISTER CITY – ISPARTA, TURKEY
(COMMISSIONER JORGE GONZALEZ)**

At 10:52 p.m. connection was made with the Mayor of Isparta, Turkey via skype. Commissioner Jorge Gonzalez read a proclamation into the record designating the City of Isparta, Turkey, as a "Sister City" to North Bay Village. Using an interpreter, the Mayor of Isparta and the Commission discussed the relationship and thanked each other.

B. SPECIAL PRESENTATIONS

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

Mr. Spector was not present. Mr. Shaun MacGrover, of Ygrene, addressed the Commission on the PACE Program.

C. ADDITIONS AND DELETIONS

No items were added to or deleted from the agenda.

3. GOOD & WELFARE

Ann Bakst, of 1865 Kennedy Causeway, Ana Watson, of 7945 East Drive, Fane Lozman, of 7918 West Drive, and Gudrin Volker, of 7517 Cutlass Avenue, and Al Coletta, of 7904 West Drive addressed the Commission.

4. BOARD REPORTS

A. BUSINESS DEVELOPMENT ADVISORY BOARD

A report was not provided.

B. CITIZENS BUDGET & OVERSIGHT BOARD

A report was not provided.

C. COMMUNITY ENHANCEMENT BOARD

The Chair Andreana Jackson reported on the August 21, 2014 Meeting.

D. PLANNING & ZONING BOARD

The Chair Reinaldo Trujillo reported on the September 2, 2014 Meeting.

E. YOUTH & EDUCATION SERVICES BOARD

A report was not provided.

5. PUBLIC SAFETY DISCUSSION

Chief Robert Daniels discussed public safety issues.

6. COMMISSIONERS' REPORTS

Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, Mayor Connie Leon-Kreps, Commissioner Jorge Gonzalez all provided verbal reports.

7. **VILLAGE ATTORNEY'S REPORT**

Village Attorney Robert Switkes provided a verbal report.

8. **VILLAGE MANAGER'S REPORT**

Village Manager Frank K. Rollason discussed his written report that was included in the agenda package.

Grant Writer's Report

Village Grant Writer Lakeesha Morris, with Belltower Consulting Group, Inc., made a presentation on the status of grants. Her written report was included in the agenda package.

9. **FINANCE REPORT**

Finance Director Bert Wrains discussed the financial report through July 2014.

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

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

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

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE POLICE IMPACT FEE BUDGET; AUTHORIZING THE PURCHASE OF TWO POLICE VEHICLES UNDER THE PIGGY BACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*
- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SEEK AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY GRANTING NORTH BAY VILLAGE AUTONOMY REGARDING STREET SAFETY AND TRAFFIC CALMING ON ALL STREETS IN THE VILLAGE THAT ARE NOT DESIGNATED COUNTY, STATE, OR FEDERAL STREETS; PROVIDING FOR SEVERABILITY; RESOLUTIONS AND ORDINANCES IN CONFLICT; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON-KREPS)*
- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2014-002 TO CDI ENTERPRISES, INC. FOR THE INSTALLATION OF WINTER HOLIDAY DECORATIONS AT THE BID PRICE OF \$37,000; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*
- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR THE POLICE DEPARTMENT UNDER THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY UTILITY ADJUSTMENT SERVICES; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ADOPTING THE NORTH BAY VILLAGE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN ("CEMP") WITH PROVISIONS AS STATED HEREIN AND AS MORE PARTICULARLY DESCRIBED IN THE CEMP; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**
- I. A RESOLUTION OF THE COMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND ACCEPT HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE FORM ATTACHED HERETO; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA RATIFYING EXPENDITURE OF \$30,319.88 TO DYNAMIC POWER HYDRAULIC FOR RETROFITTING THE 2007 MIAMI-DADE COUNTY DONATED MACK SANITATION COLLECTION TRUCK; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

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

Commissioner Richard Chervony made a motion to approve the Consent Agenda Items. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

At this time, Mayor Connie Leon-Kreps moved from the Chair and made a motion to hear Item 13B and 14A next on the agenda. Commissioner Wendy Duvall seconded the motion, and all voted in favor.

13B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 38.05(D) OF THE VILLAGE CODE PERTAINING TO "GIFTS"; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)

The Village Clerk read the Ordinance by caption.

Commissioner Jorge Gonzalez moved the item to the floor, and Vice Mayor Eddie Lim seconded the motion.

All individuals who indicated that they would provide testimony on the quasi-judicial items were sworn in by the Village Attorney. He further explained disclosure requirements for this proceeding, and advised the Commission to disclose any ex parte communication they may have had on any of the items.

Commissioner Chervony stated his intention to recuse himself during discussion on Item 12C due to his compensated professional association with insurance companies.

The Mayor opened the Public Hearing.

Kevin Vericker, of 7520 Hispanola Avenue, Ana Watson, of 7945 East Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Al Coletta, of 7904 West Drive, addressed the Commission.

The Mayor closed the Public Hearing.

The Mayor read a report into the record from Miami-Dade County Ethics Commission clearing Vice Mayor Eddie Lim, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, and herself from any violation regarding the Gift Disclosure laws.

Commissioner Richard Chervony mentioned for the record that a gift basket given to the Mayor by resident Sissy Shute, which was reportable according to the threshold set by Miami-Dade County Code and the Village Code.

The motion to approve Item 13B was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

14. UNFINISHED BUSINESS

A. REQUEST FOR PROPOSAL – FINANCIAL AUDITING SERVICES

Commissioner Wendy Duvall made a motion to amend Resolution No. 2002-52 to authorize a new three-year agreement with Keefe, McCullough & Company, LLP for providing auditing services for Fiscal Years ending 2014, 2015, and 2016 for the purpose of continuity during the implementation of the new financial computer system. Commissioner Richard Chervony seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

13A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.056, SETBACK ENCROACHMENTS, BY ADDING SECTION "D"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

The Village Clerk read the Ordinance by title.

Village Planner Jim LaRue, LaRue Planning & Management Services, Inc., made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve Item 13A. Commissioner Wendy Duvall seconded the motion.

The Mayor opened the Public Hearing and there were no speakers.

The vote on the motion to approve Item 13A was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim, Commissioner Richard Chervony. Commissioner Jorge Gonzalez was absent from the dais.

Mayor Connie Leon-Kreps moved from the Chair and made a motion to hear Item 12C next on the agenda. Commissioner Wendy Duvall seconded the motion, and all voted in favor.

- 12C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, VISION, AND DENTAL INSURANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony recused himself from participating in discussion on this item.

Commissioner Wendy Duvall made a motion to approve Item 12C, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments, and there were no speakers.

The motion to approve Item 12C was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Wendy Duvall all voting Yes.

Mayor Connie Leon-Kreps moved from the Chair and made a motion to hear Item 12D next on the agenda. Commissioner Richard Chervony seconded the motion, and all voted in favor.

- 12D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DIRECTING THE VILLAGE ATTORNEY TO ANALYZE THE CURRENT STATUS OF THE PROPERTY CURRENTLY IDENTIFIED IN THE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-026-1770, 7904 WEST DRIVE, BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM, LOTS 4 AND 6, TRACK C, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, AND SPECIFICALLY THE PENTHOUSE OF THIS CONDOMINIUM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

The Village Clerk read the Resolution by title.

Village Planner Jim LaRue pointed out the correct Identification No. 23-3209-026-0220 for the property at 7904 West Drive.

Vice Mayor Eddie Lim made a brief presentation on the item.

Commissioner Jorge Gonzalez moved the item to the floor. Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments and there were no speakers.

The vote on the motion to approve Item 12D was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

12. ORDINANCES FOR FIRST READING AND RESOLUTION

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

The Village Clerk read the Ordinance by title.

Commissioner Jorge Gonzalez moved the item to the floor, and Commissioner Richard Chervony seconded the motion.

Commissioner Jorge Gonzalez made a brief presentation on the item.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Al Coletta, of 7904 West Drive addressed the Commission.

Commissioner Richard Chervony made a motion to defer the item to the next Commission Meeting for legal review. Commissioner Wendy Duvall seconded the motion and all voted in favor.

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

The Village Clerk read the ordinance by title.

Commissioner Richard Chervony moved the item to the floor and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments, and Reinaldo Trujillo addressed the Commission.

The vote on the motion to approve Item 12B failed by a vote of 3-2. The vote was as follows: Commissioner Wendy Duvall, Commissioner Richard Chervony, and Mayor Connie Leon-Kreps all voting No. Vice Mayor Eddie Lim and Commissioner Jorge Gonzalez voted Yes.

Commissioner Wendy Duvall left the meeting at 11:45 p.m.

Mayor Connie Leon-Kreps moved from the Chair and made a motion to extend the meeting to 12:30 p.m. Commissioner Jorge Gonzalez seconded the motion, and all voted in favor.

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

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony moved the item to the floor, and Commissioner Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments and there were no speakers.

The vote on the motion to approve Item 12E was adopted by a 3-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes. The Mayor stepped away from the dais.

13. ORDINANCES FOR SECOND READING (PUBLIC HEARING):

Items in Section 13 were addressed earlier in the agenda.

15. NEW BUSINESS

A. APPOINTMENT OF MEMBER TO THE BUSINESS DEVELOPMENT ADVISORY BOARD

Commissioner Richard Chervony made a motion to defer Item 15A to the next Commission Meeting. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes. The Mayor stepped away from the dais.

16. APPROVAL OF MINUTES

A. Regular Commission Meeting – July 8, 2014

B. Special Commission Meeting – July 29, 2014

Vice Mayor Eddie Lim made a motion to approve the Minutes as submitted, and Commissioner Richard Chervony seconded the motion, which was adopted by 3-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Jorge Gonzalez, and Vice Mayor Eddie Lim all voting Yes. The Mayor stepped away from the dais.

17. ADJOURNMENT

The meeting adjourned at 11:54 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

this 14th day of October, 2014.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES

NORTH BAY VILLAGE BUDGET WORKSHOP

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

THURSDAY, JULY 17, 2014

7:30 P.M.

1. CALL TO ORDER

The workshop was called to order at 7:14 p.m. by the Mayor. Present were the following:

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

Also Present:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Village Attorney Robert L. Switkes
Police Chief Robert Daniels
Finance Director Bert Wrains
Public Works Director Rodney Carrero-Santana
Deputy Village Clerk Jenorgen Guillen
Village Clerk Yvonne P. Hamilton

Minutes
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Draft
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The Mayor recognized Miami Beach Commissioner Michael Grieco, who was in the audience.

2. **DISCUSSION REGARDING THE PROPOSED GENERAL OPERATING BUDGET FOR FISCAL YEAR 2014-2015**

The Village Manager explained the purpose of the meeting to suggest administrative changes and obtain input from the elected officials and the public. He announced the Special Meeting set for July 29, 2014 to set the proposed millage rate and schedule two budget public hearings.

The following general subjects were discussed:

Taxes calculation

Property Assessment

General Fund Increases

General Fund Decreases

IB Budget of \$130,000

Overtime for Clerical Staff

Increase in gas and oil

Village's 79th Anniversary Celebration

Creating Paddle Board Competition

Fireworks

Signage

Unassigned General Fund

Red Light Camera Program

Maintaining same Millage Rate as last year's

Reduction of Debt Service

Funding for improved Communication

Code Red

Post Office Accepting Credit Card Payments

Personnel for Marine Patrol

Applying for grant funding to for construction of dock for the Village

Dog Park

PAAL Program

Utility Fund

Marine Patrol Officers

Maintenance of Police Boat

The Mayor opened the floor to public comments on the IB Program:

Reinaldo Trujillo, of 7601 E. Treasure Drive, Rosa Neely, of 7901 Hispanola Avenue and President of Treasure Island PTA, Commissioner Michael Grieco, Miami Beach Commissioner, Iraida Mendez-Cartaya, of Miami-Dade County School Board, Justin Neely, 7901 Hispanola Avenue, and Treasure Island Student Michel Gaete addressed the Commission.

3. ADJOURNMENT

The meeting adjourned at 9:18 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

this 14th day of _____, 2014.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)