



## City of North Bay Village

### Administrative Offices

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

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

## OFFICIAL AGENDA

### REGULAR CITY COMMISSION MEETING

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

**TUESDAY, NOVEMBER 8, 2011**

**7:30 P.M.**

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

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

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

**2. A. PROCLAMATIONS AND AWARDS**

**B. SPECIAL PRESENTATIONS**

**1. KEEFE MCCULLOUGH & CO., LLP  
PRESENTATION OF AUDIT FOR FISCAL YEAR 2009-2010**

**C. ADDITIONS AND DELETIONS**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1 of 7  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

3. **BOARD REPORTS**

- A. ANIMAL CONTROL ADVISORY BOARD
- B. ARTS, CULTURAL & SPECIAL EVENTS BOARD
- C. CITIZENS BUDGET AND OVERSIGHT BOARD
- D. COMMUNITY ENHANCEMENT BOARD
- E. PLANNING & ZONING BOARD
- F. YOUTH SERVICES BOARD
- G. CITY MANAGER REVIEW COMMITTEE

4. **PUBLIC SAFETY DISCUSSION**

5. **COMMISSIONERS' REPORTS**

6. **CITY ATTORNEY'S REPORT**

7. **CITY MANAGER'S REPORT**

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

9. **CONSENT AGENDA**

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE FOR THE CITY'S CRIMINAL JUSTICE RECORDS IMPROVEMENT PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)*

The proposed Resolution will allow for an agreement with Miami-Dade County for the award of \$2,776 for the purchase of two laptop computers for writing police reports and conducting criminal background checks, from the County's System Improvement Formula Grant Program under the Federal Drug Abuse Act of 1988.

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL DESIGN SERVICES FOR COMPLETION OF THE FORCEMAIN REHABILITATION DESIGN BUILD PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution calls for an agreement with Kimley-Horn and Associates to provide additional construction administration services to the City to finalize the force main project by placing the subaqueous 12" eastbound force main out of service.

- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF NORTH BAY VILLAGE FOR IMPROVEMENTS TO DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution authorizes an agreement with Department of Environmental Protection for the terms and conditions of \$60,000 grant funding secured to enhance the Dr. Paul Vogel Community Park.

- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO CHANGE ORDER NUMBER 3 WITH M. VILA & ASSOCIATES, INC. FOR ADDITIONAL CITY IMPROVEMENTS TO INCLUDE DR. PAUL VOGEL COMMUNITY PARK; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution calls for approval of a Change Order of the existing agreement with M. Vila & Associates, Inc. for additional city improvements, which will include installation of new gazebos, a water connection, additional landscaping, an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, exercise equipment, irrigation, and water and sewer laterals at Dr. Paul Vogel Community Park.

**1.) Commission Action**

**10. PLANNING & ZONING CONSENT AGENDA**

**11. ORDINANCES FOR FIRST READING AND RESOLUTIONS**

- A. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH BAY VILLAGE BY AMENDING CHAPTER 95 TO CREATE RE-OCCUPANCY CERTIFICATE AND INSPECTION PROCEDURES, SET FEES AND PROVIDE FOR PENALTIES; AMENDING CHAPTER 153 TO SET PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Ordinance will allow for the issuance of a Certificate of Re-Occupancy upon the purchase or sale of dwelling units following an inspection by the City's Building Department.

**1.) Commission Action**

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

- A. AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 54 "EMERGENCY MANAGEMENT," CHAPTER 93, "FIRE PREVENTION," CHAPTER 96, "NUISANCES, NOISE," CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS," CHAPTER 135, "OFFENSES AGAINST PUBLIC PEACE AND SAFETY," AND CHAPTER 153, "CODE ENFORCEMENT," TO ADDRESS FIREARM REGULATIONS PREEMPTED BY STATE LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS) - SECOND READING-PUBLIC HEARING**

The proposed ordinance will eliminate preempted regulations of ammunition and firearms from the City Code to comply with House Bill 45 which further expanded the preemption of the field of firearms and ammunition, and adopted additional penalties and repercussions for the adoption and enforcement of preempted local regulations of firearms.

- 1.) Commission Action**

- B. A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR MODIFICATIONS TO PREVIOUSLY APPROVED PLANS FOR CONSTRUCTION OF A DOCK. (ITEM 12C DEFERRED FROM OCTOBER 11, 2011)**

The applicant is requesting permission to construct a dock which will extend beyond the 25 feet required by code.

- 1.) Commission Action**

**13. UNFINISHED BUSINESS**

**14. NEW BUSINESS**

- A. SITE PLAN APPLICATION REQUIREMENTS**

- 1.) Commission Action**

**B. APPOINTMENT OF CITY MANAGER PURSUANT TO ARTICLE, IV, SECTION 4.01 OF THE CITY CHARTER.**

**1.) Commission Action**

- A. Ranking of Candidates**
- B. Authorizing negotiation of salary and terms of condition of employment with selected candidate.**

**15. APPROVAL OF MINUTES**

- A. REGULAR CITY COMMISSION MEETING – JULY 26, 2011**
- B. TENTATIVE BUDGET PUBLIC HEARING – SEPTEMBER 6, 2011**
- C. SPECIAL CITY COMMISSION MEETING – SEPTEMBER 20, 2011**

**1.) Commission Action**

**16. ADJOURNMENT**

**CITY OF NORTH BAY VILLAGE  
MEETING NOTICE**

<b>SATURDAY, NOVEMBER 12, 2011</b>	<b>2-3 P.M.</b>	<b>BOOK MOBILE (1841 GALLEON STREET)</b>
<b>TUESDAY, NOVEMBER 15, 2011</b>	<b>7:30 P.M.</b>	<b>PLANNING &amp; ZONING BOARD MEETING</b>
<b>SATURDAY, NOVEMBER 19, 2011</b>	<b>2-3 P.M.</b>	<b>BOOK MOBILE (1841 GALLEON STREET)</b>
<b>SATURDAY, NOVEMBER 26, 2011</b>	<b>2-3 P.M.</b>	<b>BOOK MOBILE (1841 GALLEON STREET)</b>

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

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE FOR THE CITY'S CRIMINAL JUSTICE RECORDS IMPROVEMENT PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City of North Bay Village Police Department (the "Department") has developed a Records Improvement Project (the "Project") which project includes the purchase of two (2) laptop computers for writing police reports and conducting criminal background checks designed to increase the efficiency of the Department's criminal justice records management system; and

**WHEREAS**, Miami-Dade County (the "County") has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program (the "Grant") under the Federal Anti-Drug Abuse Act of 1988; and

**WHEREAS**, an appropriation not to exceed \$2,776.00 has been approved for the City under the Grant to implement the Project with a zero (\$0.00) match requirement; and

**WHEREAS**, the City Commission finds that it is in the best interest of the City to approve the agreement between the City of North Bay Village and the County.

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

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

9A(1)

**Section 2.** Approval of Form of Agreement. The Agreement between Miami-Dade County and the City of North Bay Village, a copy of which is attached as Exhibit "A", together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

**Section 3.** Authorization of City Officials. The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary to enter into the Agreement and to take all necessary steps to implement the terms and conditions of the Agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

**Section 4.** Execution of the Agreement. The appropriate City official is authorized to execute the Agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

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

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_. The votes were as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Corina S. Esquijarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_ day of November, 2011.

\_\_\_\_\_  
Corina S. Esquijarosa  
Mayor

9A(2)

**ATTEST:**

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Yvonne P. Hamilton  
City Clerk

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

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

City of North Bay Village Resolution: Drug Control System Improvement Program-Grant-11-2011

9A(3)



## City of North Bay Village

Administrative Offices

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### MEMORANDUM City of North Bay Village

**DATE:** November 1, 2011

**TO:** Yvonne P. Hamilton, CMC  
City Clerk

**FROM:** Robert Daniels  
Interim City Manager *RD*

**SUBJECT:** Introduction of Resolution

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE FOR THE CITY'S CRIMINAL JUSTICE RECORDS IMPROVEMENT PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RD:yph

**9A(4)**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19<sup>th</sup> Floor Miami, FL 33128, and the **CITY of NORTH BAY VILLAGE** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Records improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$2,776**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2011** through **September 30, 2012.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

**IX. INSURANCE.** If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

**X. LICENSURE AND CERTIFICATION.** The Provider shall ensure that all other licensed professionals providing **Records improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

**XI. CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

**XII. CIVIL RIGHTS.** The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

**XIII. NOTICES.** Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

9A(18)

If to the COUNTY:

Miami-Dade County  
Office of Management and Budget  
111 NW First St., 19<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Ms. Michaela Doherty

If to the PROVIDER:

North Bay Village Police Department  
1841 Galleon Street, 2<sup>nd</sup> Floor  
North Bay Village, FL 33141  
Attention: Ofc. Amy Suarez

**XIV. AUTONOMY.** Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**XV. BREACH OF CONTRACT: COUNTY REMEDIES.**

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a)

9A(9)

request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

**XVII. PROJECT BUDGET AND PAYMENT PROCEDURES.** The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2012.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Expenditure Reports to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

**XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.**

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2012 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2012 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and

any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

**XX. PROHIBITED USE OF FUNDS.**

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

**XXI. MISCELLANEOUS.**

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

**INTENTIONALLY LEFT BLANK**

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IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (typed)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CARLOS A. GIMENEZ  
MAYOR

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ATTACHMENT E

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SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

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ATTACHMENT A

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**PROGRAM NARRATIVE**

Jurisdiction Name: North Bay Village

Contact Person: Sgt. Amy Suarez

Address: 1700 Kennedy Causeway, #132,  
North Bay Village, Florida 33141Contact Numbers: (305) 758-2626  
(954) 257-0183

Program Area: Records Improvement

Program Dates: 10/01/11 through 09/30/12

Program Name: Records Improvement

Target Population: City residents &amp; visitors

Problem Identification

Not all of the North Bay Village Police Department patrol unit's have mobile data terminal laptop computers. There is no connectivity between the patrol units and the department's FCIC/NCIC terminal to complete drivers license and criminal records searches in the field. Therefore, requiring the police patrol units to drive to the police station to write police reports and conduct criminal history and drivers license inquiries each time on a station computer. This is an inefficient and time consuming practice by which to accomplish an important and routine task which takes the police officer off the road thereby reducing police visibility.

The adverse impact of lack of officer visibility by having to come to the police station to write reports has been historically associated with an increase in certain crime. Use of a mobile data terminal will facilitate a seamless transfer of information, data, and reports from the field to the records section with minimal disruption of police services.

Program Description

In an effort to keep up with the ever changing technological trends, the North Bay Village Police department is attempting to advance the quality of service provided to the community. In order to increase efficiency of the records management system, the Department will use FY2012 JAG funds to purchase two (2) laptop computers to ensure all officers assigned to road patrol have the ability to input information into the North Bay Village Police (RMS). This will greatly improve the timeliness, quality, and efficiency of the record keeping process.

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Jurisdiction Name: North Bay Village

Contact Person: Sgt. Amy Suarez

Address: 1700 Kennedy Causeway, #132,  
North Bay Village, Florida 33141

Contact Numbers: 305) 758-2626  
(954) 257-0183

Program Area: Records Improvement

Program Dates: 10/01/11 through 09/30/12

Program Name: Records Improvement

Target Population: City residents & visitors

Required Activities	Planned Measures	Monitoring Plan
To purchase equipment for criminal justice records improvement activities in this project.	The Provider shall be responsible for:  Purchase two (2) laptop computers including software, 1 yr. warranty and power cords.	The Provider is to submit the following information to the County in a complete and timely manner:  Quarterly Performance Reports  Quarterly Expenditure Reports  Copies of purchase orders, invoices and cancelled checks for all materials purchased.

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ATTACHMENT B

9A(24)

**PROGRAM BUDGET**

Jurisdiction Name: North Bay Village

Program Area: Records Improvement

Program Name: Records Improvement

**CONTRACTUAL SERVICES TOTAL**

**Salaries and Benefits, Total**

**Operating Capital Outlay Total**

2 Laptop Computers @ \$ 1,388 each  
(includes software, power cord, & 1 year warranty)

**Expenses, Total**

**Total Budget**

Dade County will reimburse an amount not to exceed: \$2,776

**Attachment B**

Contact Person: Amy Suarez

Phone: 305 758 2626

Program Dates: 10/01/11- 09/30/12

\$2,776

\$0

\$2,776

\$2,776

\$0

\$2,776

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ATTACHMENT C

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**Edward Byrne Memorial Justice Assistance Grant Program**  
 Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

CRIMINAL JUSTICE RECORDS IMPROVEMENTS  
 Fiscal Year 2010/2011

North Bay Village  
 (City)

Records Improvement  
 (Project Name)

Amy Suarez  
 (Name of Person Completing Form) (Title) (Phone)

Report Number	Reporting Period	Report Due Date
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Reporting Period	Report Due Date
1	October 1 - December 31	January 5

**Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.**

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FY2012 Quarterly Project Report  
Criminal Justice Records Improvement  
North Bay Village

Please answer the following questions based on activity that occurred in the previous quarter.

- 1 Amount of JAG funds expended on equipment and/or supplies?
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds

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PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

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ATTACHMENT D

9A(29)

**Edward Byrne Memorial Justice Assistance Grant Program**

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS**  
 (To Be Copied on Jurisdiction Letterhead)

City:	Date of Claim:
Project Name:	Claim Number:
Telephone:	Claim Period:

Name of Person Completing Form:  
 \_\_\_\_\_

1. Total Federal Budget \$ \_\_\_\_\_      2. Amount This Invoice \$ \_\_\_\_\_  
 3. Amount of Previous Invoices \$ \_\_\_\_\_      4. Remaining Budget Balance \$ \_\_\_\_\_  
(Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ \_\_\_\_\_

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

\_\_\_\_\_  
 Chief of Police/Other City Official

\_\_\_\_\_  
 Payment Approved, Miami Dade County

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# JAG/BYRNE GRANT ADMINISTRATION

## MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, \_\_\_\_\_, being first duly sworn state:  
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-6000388  
Federal Employer Identification Number (If none, Social Security)

City of North Bay Village  
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

1700 Kennedy Cswy, #132, NBV, FL 3314  
Street Address City State Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

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beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

- 
- 
- 
3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

X II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?  
 Yes  No
2. Does your firm provide paid health care benefits for its employees?  
 Yes  No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>15</u> Males	<u>3</u> Females	Asian:	_____ Males	_____ Females
Black:	<u>7</u> Males	<u>3</u> Females	American Indian:	_____ Males	_____ Females
Hispanics:	<u>15</u> Males	<u>10</u> Females	Aleut (Eskimo):	_____ Males	_____ Females
_____:	_____ Males	_____ Females:	_____:	_____ Males	_____ Females

X III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- The firm does not have annual gross revenues in excess of \$5,000,000.
- The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

XVI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

XVII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

XVIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FBES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

XIX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: \_\_\_\_\_ (Signature of Affiant) \_\_\_\_\_ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ He/She is personally known to me or has presented \_\_\_\_\_ as identification. (Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public - Stamp State of \_\_\_\_\_ (State)

Notary Seal

9A(37)

ATTACHMENT E 1

9A(38)

**Form A-12**  
**Code of Business Ethics**

**In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:**

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

**By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.**

**Compliance with Government Rules and Regulations**

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

**Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers**

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: \_\_\_\_\_ (Date)

(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ He/She

is personally known to me or has presented \_\_\_\_\_ (Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

9AL41)

ATTACHMENT E 2

9A(42)

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: \_\_\_\_\_  
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_ by \_\_\_\_\_ He/She  
is personally known to me or has presented \_\_\_\_\_  
(Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public - Stamp State of \_\_\_\_\_  
(State)

Notary Seal

9A(43)

ATTACHMENT E 3

9A(44)

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

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

1. This sworn statement is submitted to Miami-Dade County

by \_\_\_\_\_

(print individual's name and title)

for City of North Bay Village

(print Name of entity submitting sworn statement)

whose business address is 1700 Kennedy Cswy, #132, NBV, FL.

33141

and if applicable its Federal Employer Identification Number (FEIN) is 59-6000388  
If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

9A(45)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

9A(47)

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Ordinance 97-104)

Name of Organization: \_\_\_\_\_ Address: \_\_\_\_\_

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT ADDRESS CITY AND STATE

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER ADDRESS CITY AND STATE

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/ State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

9A(48)

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL DESIGN SERVICES FOR COMPLETION OF THE FORCEMAIN REHABILITATION DESIGN BUILD PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

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

**WHEREAS**, in June of 2008, the City entered into an agreement with Kimley-Horn to provide engineering consulting services pursuant to the Continuing Services Agreement for the Force Main Rehabilitation Design-Build Project (the "Project"); and

**WHEREAS**, in Resolution No. 2008-18 the City authorized Kimley-Horn to provide design and construction administration services during the Design-Build phase of the Project; and

**WHEREAS**, Kimley-Horn has prepared a Project Agreement to provide additional construction administration services to the City to finalize the project by placing the subaqueous 12" eastbound force main out of service.

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

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

9B(1)

**Section 2. Approval of the Project Agreement.** The Project Agreement between the City of North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for additional design administration services for the Project in the amount of \$12,100, a copy of which is attached as Exhibit "1," is approved.

**Section 3. Authorization of City Officials.** The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement. For purposes of this Resolution, the term "City Manager" shall include the Interim City Manager.

**Section 4. Execution of the Project Agreement.** The City Manager is authorized to execute the Project Agreement on behalf of the City, 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 City Attorney.

**Section 5. Authorization of Fund Expenditure.** The City Manager is authorized to expend budgeted funds to implement the terms and conditions of the Project Agreement.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of November, 2011.

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

**FINAL VOTE AT ADOPTION:**

Mayor Corina S. Esquijarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_ day of November, 2011.

---

Corina S. Esquijarosa, Mayor

**ATTEST:**

---

Yvonne P. Hamilton, CMC  
City Clerk

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

---

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

North Bay Village/Resolution/Kimley Horn & Associates-Force Main Rehabilitation Project Completion

**9B(3)**



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** November 1, 2011

**TO:** Yvonne P. Hamilton, CMC  
City Clerk

**FROM:** Robert Daniels  
Interim City Manager *me*

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL DESIGN SERVICES FOR COMPLETION OF THE FORCEMAIN REHABILITATION DESIGN BUILD PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RD:yph

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**98141**

**PROJECT AGREEMENT**

Between

**CITY OF NORTH BAY VILLAGE**

And

**KIMLEY-HORN AND ASSOCIATES, INC.**

For

Work Authorization No. 01-12

Placing an Existing 12" Force Main Out of Service  
Design Services

9B(5)

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 01-12

Placing an Existing 12" Force Main Out of Service  
Design Services

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the CITY OF NORTH BAY VILLAGE (hereinafter referred to as "CITY") 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 CITY and CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide professional services to develop design plans associated with cleaning and placing out of service the City's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can be a redundant force main for emergency purposes only. The proposed design services are 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 CITY 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.

9B(6)

**SECTION 2. DELIVERABLES**

As part of the Scope of Services the CONSULTANT shall provide to the CITY 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 CITY 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 CITY 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 CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the CITY 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 CITY on the Commencement Date, and shall continuously perform services to the CITY, 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 120 (120) 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.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$12,100.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, CITY'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon 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.** 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 CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY 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 CITY with a written response and any additional information requested by the CITY within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, 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 CITY 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 CITY 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 CITY'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 CITY that, upon receipt from the CITY 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 CITY all documents requested by the CITY 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 CITY 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 CONSULTANT abandons this Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY 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 CITY 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 CITY and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the CITY 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 CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY 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 CITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY 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 CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the CITY 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>Stefano Viola</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Jeanine Woll</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 CITY reserves the right to reject any proposed substitution for any of the above-named individuals, and the CITY 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 CITY 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.]

9B(10)

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

**ATTEST:**

**CITY OF NORTH BAY VILLAGE**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**ATTEST:**

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Gary R. Ratay, P.E.

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

9B(11)

## **Exhibit "1"**

### **Project Description**

KHA is pleased to provide design services associated with cleaning and placing out of service the City's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can remain as a redundant force main for emergency purposes only. The design services will address modifying the existing piping so that existing corrosive wastewater can be evacuated, the force main piping can be cleaned internally, and the cleaned utility can be filling with water. Professional services associated with construction phase observations are not included in this scope of work.

It is not anticipated that permitting services will be required and are not included in this scope of work, but placing the force main out of service will be coordinated with the Department of Environmental Resource Management (DERM) to determine if an agreement is required to maintain the force main as a redundant "emergency only" utility. If permitting or permitting agency coordination develops, a proposal for additional services can be provided to assist the City accordingly.

## **Exhibit "2"**

### **Scope of Services**

The scope of services will be completed by KHA and the following task will be performed in close coordination with City staff.

#### **Task 1 – Site Visit/Preliminary Design**

- 1.1 This task will include one site visit to observe piping and site information at both ends of the existing force main. The City will provide KHA with copies of any existing force main plans.
- 1.2 KHA will coordinate with the DERM and the City of Miami Beach on the intent of the project. Permitting services are not anticipated or included in this scope of work.
- 1.3 KHA will attend one (1) meeting with the City to discuss the preliminary design approach prior to final design and provide an initial opinion of probable cost.

#### **Task 2 – Final Design/Contract Documents**

- 2.1 KHA will provide the design plans and construction details for the installation of fittings associated with evacuating and cleaning the existing 12" force main. The proposed plans will be provided on 11 x 17 plan sheets in accordance with the preliminary design approach and review comments from the City. The intent is to develop these plans from existing plans or aerials and not to utilize new field survey drawings. If the connection point details require actual field surveying, those services can be provided as an additional service.
- 2.2 KHA 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 KHA will provide an updated opinion of probable construction cost for the proposed project based on the final design.
- 2.4 KHA will attend one (1) meeting with the City during the design process to discuss and review the project.

#### **Task 3 – Bidding Services**

- 3.1 KHA will assemble and transmit addendum and project clarifications during the

advertisement of the project. KHA 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 City receives bids, KHA will evaluate the bids and check references of the bidders and prepare a recommendation for award of bid.

### **DELIVERABLES**

- One original plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- One set of contract documents with technical specifications and bid form.
- Electronic copy (PDF File) of the plans and contract documents
- Opinion of Probable Cost.

### **SCHEDULE**

KHA will provide our services as expeditiously as practicable and will commence work upon receipt of a notice to proceed.

**Exhibit "3"**

**Payment Schedule**

The Consultant will accomplish the services outlined in Tasks 1 through 3 for the lump sum budget of \$12,100.00.

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

Task 1 – Site Visit/Preliminary Design	\$3,500.00
Task 2 – Final Design/Contract Documents	\$7,400.00
Task 3 – Bidding Services	<u>\$1,200.00</u>
<b>LUMP SUM</b>	<b>\$12,100.00</b>

9B(15)



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** November 1, 2011

**TO:** Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez  
Commissioner Paul Vogel

**FROM:** Robert Daniels  
Interim City Manager 

**SUBJECT:** Coastal Management Grant for Dr. Paul Vogel Community Park

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#### Background:

A grant from the Department of Environmental Protection's (DEP's) Coastal Management Program was recently secured for \$60,000 to fund improvements to Dr. Paul Vogel Community Park through our contract agreement with C3TS. This is the third grant that is funding improvements to the park. The others are a \$300,000 grant from Miami-Dade County's Safe Neighborhood Parks Fund Program and a \$55,000 grant from the Florida Inland Navigation District. The grant itself is flexible, so that funds can be spent on essentially any construction-related item on the park site.

To solidify this funding, a contract with the State of Florida is required to be executed and the attached resolution authorizes execution of the contract to accept the grant and the terms of the contract.

9CC(1)

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**Recommendation:**

Staff recommends the approval of the resolution authorizing the appropriate City officials to sign the contract and any related paperwork with the Department of Environmental Protection.

QC(LIA)

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF NORTH BAY VILLAGE FOR IMPROVEMENTS TO DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City of North Bay Village (the "City") acquired a waterfront parcel of land located on the Intracoastal Waterway known as Dr. Paul Vogel Community Park (the "Park"); and

**WHEREAS**, initial improvements were made to Dr. Paul Vogel Community Park and the City subsequently contracted with the firm of Bermello Ajamil & Partners to complete the design of the Park; and

**WHEREAS**, the City was recently awarded a \$60,000 grant from the Florida Department of Environmental Protection's Coastal Zone Management Grant Program in order to make additional enhancements to the park; and

**WHEREAS**, the City Commission desires to continue the process to complete the Park.

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

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

90(2)

**Section 2.** Approval of Agreement. The Agreement between the State of Florida and the City of North Bay Village, a copy of which is attached as Exhibit "A," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

**Section 3.** Authorization of City Officials. The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary to enter into the Agreement and to take all necessary steps to implement the terms and conditions of the Agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

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

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

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_  
seconded by \_\_\_\_\_. The votes were as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Corina S. Esquijarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_ day of November, 2011.

\_\_\_\_\_  
Corina S. Esquijarosa  
Mayor

9C(3)

**ATTEST:**

---

Yvonne P. Hamilton  
City Clerk

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

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

City of North Bay Village Resolution: Agreement with Florida Department of Environmental Protection Agency-Dr. Pau Vogel Community Park

9c(4)



## City of North Bay Village

Administrative Offices

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

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

### MEMORANDUM City of North Bay Village

**DATE:** November 1, 2011

**TO:** Yvonne P. Hamilton, CMC  
City Clerk

**FROM:** Robert Daniels  
Interim City Manager 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF NORTH BAY VILLAGE FOR IMPROVEMENTS TO DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RD:yph

*9C(5)*

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

October 20, 2011

Mr. Ralph Rosado  
Corzo Castella Carballo Thompson Salman, P.A.  
901 Ponce de Leon Blvd, Suite #900  
Coral Gables, Florida 33134

Re: DEP Agreement Number CM228  
West Drive Park Development

Dear Mr. Rosado:

With regard to the above-captioned grant project, enclosed for your signature are two original subgrant agreements, together with appropriate attachments. Please have the agreements signed by the chief elected official, agency head or president of the grant recipient entity, depending on the type of organization. If the agreement is signed by someone other than the designated official, you must provide a delegation of authority for that person to execute grant agreements for the agency. Failure to have the agreements signed by the appropriate official or to provide a written delegation of authority may delay commencement of the project.

Please make every effort to return the signed agreements within two weeks for execution by the Department of Environmental Protection. I look forward to working with you in the coming year. If you have any questions about the agreement, please do not hesitate to contact me at (850) 245-2161. Otherwise, I shall look forward to receiving the executed documents at your earliest opportunity. Please return them to my attention.

Sincerely,

Dornecia Allen  
Grants Manager  
Florida Coastal Management Program

Enclosure

QC(6)

DEP AGREEMENT NO. CM228

STATE OF FLORIDA  
COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT  
PURSUANT TO THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD

THIS COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT (hereinafter "Agreement") is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter "the Department" or "DEP") and the CITY OF NORTH BAY VILLAGE, whose address is 1700 Kennedy Causeway, Suite #132, North Bay Village, Florida 33141 (hereinafter "the Grantee" or "Recipient"), a local government, to provide federal funding for WEST DRIVE PARK DEVELOPMENT.

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on *July 1, 2011*, pursuant to cooperative annual award #NA11NOS4190073 and, as the result of this Agreement, the Grantee has been determined to be a subrecipient of federal financial assistance from the National Oceanic and Atmospheric Administration; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT

- A. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein, which are attached hereto and made a part hereof. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee" and "Recipient" are used interchangeably.
- B. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- C. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Additionally, the State of Florida's performance and obligation to pay under this Agreement is contingent upon receipt of funding from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- D. The Grantee acknowledges that receipt of this grant does not imply that the project qualifies for any applicable state permit or approval.

2. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and end no later than May 31, 2012, inclusive. No work may commence and no funds may be expended on this Section 306A funded project until the Florida Coastal Management Program (FCMP) and NOAA have approved the Section 306A checklist. Projects funded with Section 306A funds must comply with Section 306A of the Coastal Zone Management Act, available at <http://coastalmanagement.noaa.gov/about/czma.html#section306a>.

3. FUNDING/CONSIDERATION

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$60,000 for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A**. The parties hereto understand and agree that this Agreement requires

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a cost sharing or match on the part of the Grantee in the amount of \$60,000 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. The final payment will not be processed until the match requirement has been met. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31, 15 CFR Part 14.23, 15 CFR 24.24 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220).

- B. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total FCMP task budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% of the total FCMP task budget will require a formal change order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
- C. The Grantee shall submit a properly completed Attachment C, Payment Request Summary Form, upon the completion, submittal, and acceptance by the Department, of each deliverable identified in Attachment A. In addition to the Payment Request Form, the Grantee must provide a completed Exhibit I, Schedule of Expenditures; Exhibit II, Schedule of Match; copies of canceled checks; copies of invoices and a completed Attachment B, Quarterly Progress Report, for the period up to the completion of the deliverable. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes (hereinafter "F.S."). Failure to provide Attachment B shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. A final payment request must be submitted to the Department no later than **June 10, 2012**, to assure the availability of funds for payment. The final payment will not be processed until the match requirement has been met.) Failure to comply with these reporting requirements will result in non-payment or termination of this Agreement. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
- D. In addition to the invoicing requirements contained in paragraphs 4.A, and C, the Department will periodically request, as it deems appropriate in its sole discretion, proof of a transaction (invoice, payroll register, or similar item) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- E. Only project deliverable costs incurred during the grant period identified in paragraph 2 of this Agreement, as shown by project invoices, are eligible for reimbursement. In order to be reimbursed, costs under this Agreement must be obligated and all work completed by the Grantee by the end of the grant period identified in paragraph 2. Ten percent (10%) of the funds eligible for reimbursement under this Agreement may be withheld pending receipt and approval of all work products and deliverables as identified in Attachment A.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

To get  
reimbursed

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74- Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- G.
1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- H. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. If expressly authorized such Grantee costs incurred during suspension or after termination are only allowable if necessary and not reasonably avoidable, and are allowable only if both of the following apply:
1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancelable; and
  2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

4. REPORTS

The Grantee shall submit a Progress Report Form, attached hereto and incorporated herein as **Attachment B** on a quarterly basis. Quarterly reports shall be submitted to the Department's Grant Manager no later than ten (10) days following the completion of the quarterly reporting period. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. In addition to the final quarterly progress report, the Grantee shall submit a Final Project Report Form, attached hereto and made a part hereof as **Attachment D**. A draft shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program (FCMP), a hard copy and an electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

5. INDEMNIFICATION/LIMITS OF LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S.

6. DEFAULT/TERMINATION

- A. This Agreement shall be executed within ninety (90) days from NOAA approval unless mutually waived by the Department and the Grantee. Failure of timely execution of this Agreement by the Grantee may result in these funds being reallocated to other FCMP needs.
- B. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- C. The Department may terminate this Agreement if the work described herein has not commenced within sixty (60) calendar days of the date of execution of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to inquire with the Department regarding the reason(s) for termination.
- D. The Department may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- E. Records made or received in conjunction with this Agreement are public records. Such records may also be subject to the Freedom of Information Act. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, F.S.
- F. The Department will decline reimbursement to the Grantee for services provided under the terms of this Agreement if the Grantee does not submit payment requests and quarterly reports in accordance with the provisions of paragraphs 3 and 4 of this Agreement. Quarterly Progress Reports received by the Department after the 10th calendar day following the completion of any quarterly reporting period will be considered late-filed and render Grantee in default under the terms of this Agreement.
- G. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**(Project Work Plan), and all attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative (CPI) program for two (2) consecutive funding cycles. The Department shall notify the Grantee of ineligibility within thirty (30) days of the grant end date.

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7. REMEDIES

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or state statutes, rules or regulations applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Request refund of previously disbursed payments.
- D. Wholly or partly suspend or terminate this Agreement.
- E. Withhold further awards for the project or program.
- F. Take other remedies that may be legally available.
- G. Propose Grantee for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

8. RECORD KEEPING/AUDIT

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. NOAA, the Department, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
- D. The federal funds awarded under this Agreement must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

9. SPECIAL AUDIT REQUIREMENTS

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E (Special Audit Requirements), attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of

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Exhibit 1, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (Federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For Federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form #DFS-A2-NS), accessible at: <https://apps.fldfs.com/fsaa/documents/nonstate.doc>. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment F**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment F should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

10. SUBCONTRACTS

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The Grantee shall submit a copy of the executed subcontract to the Department's Grant Manager within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

11. LOBBYING PROHIBITION

- A. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- B. Pursuant to the terms and conditions of the Federal award supporting this Agreement, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB Circulars No. A-87 (2 CFR 225), A-21(2 CFR 220), A-122 (2 CFR 230), A-102 and A-110 (2 CFR 215) and other relevant law and regulation.

12. CONTACTS

- A. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

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- B. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Dornecia Allen, Operations & Management Consultant I  
Department of Environmental Protection  
Florida Coastal Management Program  
3900 Commonwealth Boulevard, Mail Station #47  
Tallahassee, Florida 32399-3000  
Telephone No.: (850)245-2161  
Fax No.: (850)245-2189  
E-mail Address: [Dornecia.Allen@dep.state.fl.us](mailto:Dornecia.Allen@dep.state.fl.us)

- C. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager or Point of Contact) for this Agreement is identified below.

Ralph Rosado  
C3TS  
Corzo Castella Carballo Thompson Salman, P.A. (C3TS)  
901 Ponce de Leon Blvd  
Coral Gables, Florida 33134  
Telephone No.: (305) 445-2900  
Fax No.: (305) 774-6277  
E-mail Address: [rosado@c3ts.com](mailto:rosado@c3ts.com)

- D. The Grantee's Fiscal Agent for this Agreement is identified below.

Gerard Pirri  
City of North Bay Village  
1700 Kennedy Causeway, Suite #132  
North Bay Village, Florida 33141  
Telephone No.: (305) 756-7171  
Fax No.: (305) 756-7171  
E-mail Address: [gpirri@nbvillage.com](mailto:gpirri@nbvillage.com)

13. INSURANCE

- A. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of the Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the Grantee's employees not otherwise protected.
- B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

14. CONFLICT OF INTEREST

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

15. EQUIPMENT

The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.

16. CHANGE ORDERS

The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

17. QUALITY ASSURANCE [Not Applicable]

If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, Attachment I, **Quality Assurance Requirements**, attached hereto and made a part hereof.

18. DISCRIMINATION

A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

B. The Grantee agrees to comply with the provisions of 15 CFR Part 8 "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

19. DEBARMENT/SUSPENSION

In accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1326), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.

20. COPYRIGHT, PATENT AND TRADEMARK

The U.S. Department of Commerce, NOAA and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

A. The copyright in any work developed under a grant or contract under a grant.

B. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

C. All patent rights, copyrights and data rights must be in accordance with 15 CFR 14.36 and 15 CFR 24.34, as applicable.

21. GEOSPATIAL DATA

A. If funds are provided under this Agreement for the collection or production of geospatial data (e.g., GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the Grantee shall provide relevant information (e.g. expected dates of data collection, type

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of collection, flight lines, etc.) to the FCMP as early as practicable before data collection commences.

- B. This information will be shared with the NOAA office(s) having an interest in these types of data and the appropriate NOAA staff will work with the Grantee to ensure the data and the planned acquisition activities are registered in Geospatial One-Stop ([geodata.gov](http://geodata.gov)) and comply with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: [http://www.whitehouse.gov/omb/circulars/a016/a016\\_rev.html](http://www.whitehouse.gov/omb/circulars/a016/a016_rev.html).
- C. The Grantee shall document all new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA, if requested. These standards can be found at <http://www.fgdc.gov/metadata/csdgm/>.

22. PUBLICATIONS, PHOTOGRAPHS, AUDIOVISUALS & SIGNS

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 4 of this Agreement.

- A. Publications, printed reports (other than the scientific, technical, or professional publications as identified in paragraph 22.B. below), videos, websites or other materials must include the NOAA logo (logos can be found at the FCMP web site at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm> or contact the Department's Grant Manager to get a copy) and the following statement on the cover of first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. # NA11NOS4190073. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies."

The next printed line shall identify the month and year of the publication.

- B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 22.A. above.
- C. Grantees must complete a signed Photographer Release Form and/or Model Release Form (**Attachment J**) to be submitted with project photos sent to the Department.
- D. Audiovisuals: Grantees must acknowledge NOAA support on any audiovisual (e.g., website, video, slides, etc.) which is produced with this Agreement. Unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of NOAA and must include the statement shown in paragraph 22.A. above.

The Grantee must receive approval in writing from the Department's Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) calendar days in advance.

The Grantee must also provide the Department's Grant Manager with shooting scripts and provide two (2) copies of the audiovisual (e.g., video, slides, etc.) upon completion.

- E. **Sign Requirements for Construction Projects:** The Grantee shall erect a sign at the site of any construction project, maintain it during construction and the sign must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in paragraph 2. The sign must be at least 2' x 3' in size and include the language shown below, and the NOAA, DEP and FCMP logos, which may be found at <http://www.dep.state.fl.us/cmp/grants/logos/index.htm>. Sign colors should complement the surrounding area. The following language is recommended:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

- F. **Acknowledgement Requirement for Interpretive Signs & Banners:** Interpretive signs and banners may include only the NOAA and FCMP logos.

23. CONTRACT PROVISIONS

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in **Attachment K, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment L, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

24. LAND ACQUISITION

Land acquisition is not authorized under the terms of this Agreement.

25. SEVERABILITY CLAUSE

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

26. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF NORTH BAY VILLAGE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Robert Daniels, Interim City Manager

By: \_\_\_\_\_  
Sally B. Mann, Director  
Intergovernmental Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Dornecia Allen  
DEP Grant Manager

Approved as to form and legality:

Approved as to form and legality:

\_\_\_\_\_  
GRANTEE Attorney

*Michael G. St. Colombe*  
\_\_\_\_\_  
DEP Coastal Management Program Attorney

FEID No.: 59-6000388

DUNS No.: 020543195

CFDA No.: 11.419

CFDA Title: Coastal Zone Administration Awards

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (8 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Form (10 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Final Project Report Form (4 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Certification of Applicability to Single Audit Act Reporting (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Disclosure of Lobbying Activities (2 Pages) Not applicable</u>
<u>Attachment</u>	<u>H</u>	<u>Property Reporting Form (1 Page) Not applicable</u>
<u>Attachment</u>	<u>I</u>	<u>Quality Assurance Requirements (16 Pages) Not applicable</u>
<u>Attachment</u>	<u>J</u>	<u>Photographer Release Form &amp; Model Release Form (2 Pages)</u>
<u>Attachment</u>	<u>K</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>L</u>	<u>Regulations (1 Page)</u>

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**ATTACHMENT A**  
**PROJECT WORK PLAN**

**DEP Agreement # CM228**

**Project Title: West Drive Park Development**

**Grantee**

Organization Name: City of North Bay Village  
Chief Elected Official or Agency Head: Robert Daniels  
Title: Interim City Manager  
Address: 1700 Kennedy Causeway, Suite #132  
City: North Bay Village  
Zip Code: 33141  
Area Code and Telephone Number: (305) 756-7171  
Area Code and Facsimile Machine Telephone Number: (305) 756-7722  
E-Mail Address: [rdaniels@nbvillage.com](mailto:rdaniels@nbvillage.com)

**Project Manager**

Organization Name: Corzo Castella Carballo Thompson Salman, P.A. (C3TS)  
Name: Ralph Rosado  
Address: 901 Ponce de Leon Blvd, Suite #900  
City: Coral Gables  
Zip Code: 33134  
Area Code and Telephone Number: (305) 445-2900  
Area Code and Facsimile Machine Telephone Number: (305) 774-6277  
E-Mail Address: [rosado@c3ts.com](mailto:rosado@c3ts.com)

**Fiscal Agent**

Organization Name: City of North Bay Village  
Name: Gerard Pirri  
Address: 1700 Kennedy Causeway, Suite #132  
City: North Bay Village  
Zip Code: 33141  
Area Code and Telephone Number: (305) 756-7171  
Area Code and Facsimile Machine Telephone Number: (305) 756-7722  
E-Mail Address: [gpirri@nbvillage.com](mailto:gpirri@nbvillage.com)

**Mailing Address for Warrant (if other than the Grantee address):**

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**FEID No.:** 59-6000388

**DUNS No.:** 020543195

**Project Location:** Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.

**The park is located at 7920 West Drive, North Bay Village, FL, in Miami-Dade County. The project does not affect water.**

**County in which project is located:** Miami-Dade

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**Abstract Description:** Briefly but completely describe the problem to be addressed and the project solution to the problem. Please limit to one page.

The City of North Bay Village, located in southeast Florida, purchased its first parcel of public open space in 2008. West Drive Community Park is a half-acre property that fronts the Biscayne Bay Aquatic Preserve. There was strong support from residents and community leaders to acquire the land and create the city's first park because North Bay Village is almost completely built-out. It is the City's intent to develop the park to preserve natural and ecologically-sensitive resources and provide coastal public access amid growth and development.

Development of West Drive Park calls for recreational upland improvements, including a walkway that leads to the water with connections to a playground, a pre-fab restroom facility, a picnic table shelter and a gazebo. The interior of the site will remain an open area for multi-use recreational activities, and a covered performance stage will be constructed along the south side of the property. Installation of an additional picnic shelter, a bike rack, benches and educational signage related to Biscayne Bay's ecosystem are also proposed. Enhanced landscaping will include native and salt-tolerant plant materials.

Deliverables include photos of before, during and after construction of FCMP-funded park components and copies of environmental permits.

FCMP funds will be used for contractual services for earthwork and site grading; water and sewer utility connections and site irrigation; and installation of walkway pavers, the gazebo, stage and pre-fab restroom. Grant funds will also be used to purchase materials for construction, site fixtures and interpretive signage. The City will provide matching funds for costs associated with the \$360,000 park development project.

**Project Description, Related Tasks and Deliverables:** Provide a detailed description of the work to be performed for the project. Project descriptions must include specific tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), estimated timeline for the completion of the tasks and submittal of the deliverables and the criteria that will be used to evaluate the successful completion of the task.

**PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment. Deliverables must be quantifiable, measurable and verifiable. Each deliverable must be directly related to a task specified in the scope of work and must identify the minimum level of service to be performed.

**Task 1 (\$12,000):** Site preparation to include earthwork and site grading. This is required to prepare the formerly vacant parcel for development as a park with properly graded conditions for the replacement park shelters and other amenities, as well as to create runoff retention berms.

**Deliverable 1.1 (\$12,000):** Pre and post-construction photographs of site preparation activities.

**Completion Date:** November 30, 2011

**Budget Information:** \$6,000-FCMP & \$6,000-Match

**Contractual Services:** \$12,000-Earthwork and site grading. This is required to prepare the formerly vacant parcel for development as a park with properly graded conditions for the replacement of park shelters and other amenities, as well as to create runoff retention berms.

**Task 2 (\$57,000):** Installation of prefab restroom facilities.

**Deliverable 2.1 (\$57,000):** Pre and post-construction photographs of the prefab restroom facilities.

**Completion Date:** February 28, 2012

**Budget Information:** \$27,000-FCMP & \$30,000-Match

**Supplies:** \$18,000-Restroom prefab materials (\$9,000-FCMP & \$9,000-Match). The purchase of prefab materials will make it cost-effective to install and include a restroom at the park.

**Contractual Services:** Water and sewer utility connections for one restroom and for site irrigation (\$16,000).

These are required to accommodate the installation of a restroom facility and for occasional use of an irrigation system. Landscaping will be native and will not require excessive watering. Installation of restroom prefab facility, including electrical connections and 7 site lighting fixtures (\$23,000). Providing restrooms to park users is crucial to the park's operation and proposed programming. (\$18,000-FCMP & \$21,000-Match)

**Task 3 (\$7,000):** Installation of a walkway leading to the water's edge with connections to a canopy-covered playground.

**Deliverable 3.1 (\$7,000):** Pre and post-construction photographs of the walkway leading to the water's edge with connections to a canopy-covered playground.

**Completion Date:** March 30, 2012

**Budget Information:** \$2,000-FCMP & \$5,000-Match

**Contractual Services:** Installation of walkways pavers (\$7,000). This will allow residents and visitors; especially the city's many elderly residents as well as all those in need of special accessibility the ability to enjoy the park.

**Task 4 (\$31,000):** Installation of a gazebo, picnic table shelter and performance stage.

**Deliverable 4.1 (\$31,000):** Pre and post-construction photographs of the gazebo, picnic table shelter and performance stage.

**Completion Date:** April 30, 2012

**Budget Information:** \$14,000-FCMP & \$17,000-Match

**Supplies:** \$20,000-Gazebo materials (\$10,000-FCMP & \$10,000-Match). These materials are low-maintenance, salt-tolerant, wind-resistant, and recyclable materials.

**Contractual Services:** \$11,000-Installation of gazebo shelter (\$4,000-FCMP & \$7,000-Match). Construction of a covered gazebo will provide shade and shelter to the existing plaza for multipurpose programming.

**Task 5 (\$4,000): Installation of park fixtures and furniture.**

**Deliverable 5.1 (\$4,000): Photographs of the installed park fixtures and furniture.**

**Completion Date:** May 31, 2012

**Budget Information:** \$2,000-FCMP & \$2,000-Match

**Supplies:** Site fixtures and furniture: 1 bike rack and 4 picnic tables (\$4,000). The bike rack will allow a greater number of those that do not reside within easy walking distance to visit the park. Picnic tables will allow for greater, longer enjoyment of the park.

**Task 6 (\$5,000): Installation of educational signage related to the Bay's ecosystem.**

**Deliverable 6.1 (\$5,000): Photographs of the installed educational signage related to the Bay's ecosystem.**

**Completion Date:** May 31, 2012

**Budget Information:** \$5,000-FCMP

**Supplies:** Interpretive signage (\$5,000). This will highlight the native flora and fauna as well as the resources of Biscayne Bay.

**Task 7 (\$4,000): Installation of enhanced landscaping, to include the use of native and salt-tolerant vegetation.**

**Deliverable 7.1 (\$4,000): photographs of the enhanced landscaping, to include the use of native and salt-tolerant vegetation.**

**Completion Date:** May 31, 2012

**Budget Information:** \$4,000-FCMP

**Contractual Services:** Installation of native and salt-tolerant plants (\$4,000).

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**Total Project Budget Schedule:** Please type the total dollar amounts in all applicable categories (round to the nearest dollar; no cents) and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%).

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment Purchases	_____	_____
5. Supplies	<u>26,000</u>	<u>21,000</u>
6. Contractual Services	<u>34,000</u>	<u>39,000</u>
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
<b>FCMP Total</b>	<b><u>60,000</u></b>	
<b>Match Total</b>		<b><u>60,000</u></b>
<b>NOAA Project Total</b>	<b><u>120,000</u></b>	
<b>Total Project Cost:</b>	<b><u>\$360,000</u></b>	

(The total cost of the project includes all costs for the project provided by all funding sources)

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**Project Budget Narrative:** Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

**FCMP Funds:**

**Supplies \$26,000:**

- Restroom prefab materials (\$9,000). The purchase of prefab materials will make it cost-effective to install and include a restroom at the park.
- Gazebo materials (\$10,000). These materials are low-maintenance, salt-tolerant, wind-resistant, and recyclable materials.
- Site fixtures and furniture: 1 bike rack and 4 picnic tables (\$2,000). The bike rack will allow a greater number of those that do not reside within easy walking distance to visit the park. Picnic tables will allow for greater, longer enjoyment of the park.
- Interpretive signage (\$5,000). This will highlight the native flora and fauna as well as the resources of Biscayne Bay.

**Contractual Services \$34,000:**

- Earthwork and site grading (\$6,000). This is required to prepare the formerly vacant parcel for development as a park with properly graded conditions for the replacement of park shelters and other amenities, as well as to create runoff retention berms.
- Water and sewer utility connections for one restroom and for site irrigation (\$8,000). These are required to accommodate the installation of a restroom facility and for occasional use of an irrigation system. Landscaping will be native and will not require excessive watering. Installation of restroom prefab facility, including electrical connections and 7 site lighting fixtures (\$10,000). Providing restrooms to park users is crucial to the park's operation and proposed programming.
- Installation of walkways pavers (\$2,000). This will allow residents and visitors, especially the city's many elderly residents as well as all those in need of special accessibility the ability to enjoy the park.
- Installation of gazebo shelter (\$4,000). Construction of a covered gazebo will provide shade and shelter to the existing plaza for multipurpose programming.
- Installation of native and salt-tolerant plants (\$4,000).

**Match Funds:**

**Supplies \$21,000:**

- Restroom prefab materials (\$9,000). The purchase of prefab materials will make it cost-effective to install and include a restroom at the park.
- Gazebo materials (\$10,000). These materials are low-maintenance, salt-tolerant, wind-resistant, and recyclable materials.
- Site fixtures and furniture: 1 bike rack and 4 picnic tables (\$2,000). The bike rack will allow a greater number of those that do not reside within easy walking distance to visit the park. Picnic tables will allow for greater, longer enjoyment of the park.

**Contractual Services \$39,000:**

- Earthwork and site grading (\$6,000). This is required to prepare the formerly vacant parcel for development as a park with properly graded conditions for the replacement of park shelters and other amenities, as well as to create runoff retention berms.
- Water and sewer utility connections for one restroom and for site irrigation (\$8,000). These are required to accommodate the installation of a restroom facility and for occasional use of an irrigation system. Landscaping will be native and will not require excessive watering. Installation of restroom prefab facility, including electrical connections and 7 site lighting fixtures (\$13,000). Providing restrooms to park users is crucial to the park's operation and proposed programming.
- Installation of walkways pavers (\$5,000). This will allow residents and visitors, especially the city's many elderly residents as well as all those in need of special accessibility the ability to enjoy the park.
- Installation of gazebo shelter (\$7,000). Construction of a covered gazebo will provide shade and shelter to the existing plaza for multipurpose programming.



**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT B  
PROGRESS REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CM \_\_\_

**GRANTEE NAME:** Enter the name of the grantee's agency.

**GRANTEE ADDRESS:** Enter the address that is on the first page of the grant agreement.

**GRANTEE'S GRANT MANAGER:** Enter the person identified as grant manager in the grant agreement.

**TELEPHONE NO.:** Enter the telephone number where the grant manager can be contacted.

**GRANT MANAGER'S EMAIL ADDRESS:** Enter the grant manager's email address.

**REPORTING PERIOD:** This is the beginning and ending date of the reporting period; it can cover more than one quarter.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**Provide a summary of project accomplishments this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation(s).** This section should show the progress for each task that was scheduled to begin or be completed in the current reporting period. If there was no progress for a task that was to start or be completed, please explain the reason.

**Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.).** This section should show the status for each deliverable that was scheduled to begin or be completed in the current reporting period. The status should be reported by the percentage completed. If there was no progress for a deliverable, briefly state the reason.

**Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.).** Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by task and deliverable number(s) that they are associated with (for example: Deliverable 1.1 for task 1, deliverable 1).

**Provide an explanation for any anticipated delays or any problems encountered.** Provide a brief summary of any anticipated or encountered problems or delays.

Questions regarding completion of Progress Reports should be directed to Dornecia Allen at (850) 245-2161 or [Dornecia.Allen@dep.state.fl.us](mailto:Dornecia.Allen@dep.state.fl.us).

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**ATTACHMENT C  
PAYMENT REQUEST FORM**

Grantee: \_\_\_\_\_

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

DEP Agreement No.: \_\_\_\_\_

Date Of Request: \_\_\_\_\_

Total Amount Requested:\$ \_\_\_\_\_

Grantee's Grant Manager: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

Performance Period: \_\_\_\_\_

Deliverable No.: \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Indirect	\$	\$		
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>GRANT BUDGET AMOUNT</b>	\$		\$	
<b>Less Total Cumulative Payments of:</b>	\$		\$	
<b>REMAINING BUDGET IN GRANT</b>	\$		\$	

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**\*\*PLEASE DO NOT ALTER THIS FORM\*\***

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DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING  
ATTACHMENT C  
PAYMENT REQUEST FORM

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CM \_\_.

**DATE OF REQUEST:** This is the date you are submitting the report.

**TOTAL AMOUNT REQUESTED:** This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant agreement.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.

**DELIVERABLE NO.:** Enter the number of the DELIVERABLE(S) that you are requesting payment for.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment A, Project Work Plan, or amendment of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment A. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the column total on the "TOTAL AMOUNT" line. Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

**"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN:** Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "TOTAL AMOUNT" line. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

**"MATCHING FUNDS CLAIMED" COLUMN:** Enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A, Project Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL AMOUNT." The final report should show the total of all claims, first claim through the final claim, etc. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

**GRANTEE CERTIFICATION:** Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

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**REQUIRED BACK-UP DOCUMENTATION:**

**Exhibit I - Schedule of Invoices for Reimbursement for each deliverable.**

**Exhibit II - Schedule of Match for each deliverable.**

**Copies of Invoices *(Not applicable to state agencies)***

**Copies of canceled checks *(Not applicable to state agencies)***

**Copies of Travel Reimbursements *if applicable***

**FLAIR Report *(State agencies only)***

**Copies of Volunteer Logs *(if applicable)***

**NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services).**

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES: Deliverables must be submitted and approved prior to payment \*\***

If you have any questions please do not hesitate to contact Dornecia Allen at (850) 245-2180.

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**EXHIBIT - I**

**SCHEDULE OF INVOICES FOR REIMBURSEMENT**

DEP AGREEMENT NO.: CM000  
 PROJECT TITLE: \_\_\_\_\_  
 PERFORMANCE PERIOD: \_\_\_\_\_ THROUGH \_\_\_\_\_  
 DELIVERABLE NO.: \_\_\_\_\_  
 DELIVERABLE AMOUNT REQUESTED: \_\_\_\_\_

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
<b>Salaries</b>								
<b>Total Salaries</b>								\$
<b>Fringe Benefits</b>								
<b>Total Fringe Benefits</b>								\$
<b>Travel</b>								
<b>Total Travel</b>								\$
<b>Equipment</b>								
<b>Total Equipment</b>								\$
<b>Supplies</b>								

**90(31)**



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING  
EXHIBIT - I  
SCHEDULE OF INVOICES FOR REIMBURSEMENT

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CM \_\_\_.  
**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.  
**DELIVERABLE NO.:** Enter the number of the deliverable that you are requesting payment for.  
**DELIVERABLE AMOUNT REQUESTED:** This is the total amount of expenses from all approved budget categories for the deliverable.

**Salaries:** Provide an itemized listing of expenditures for Salaries if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Fringe Benefits:** Provide an itemized listing of expenditures for Fringe Benefits if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Travel:** Provide an itemized listing of expenditures for Travel if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Equipment:** Provide an itemized listing of expenditures for Equipment if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Supplies:** Provide an itemized listing of expenditures for Supplies if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Contractual Services:** Provide an itemized listing of expenditures for Contractual Services if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Other Expenses:** Provide an itemized listing of expenditures for Other Expenses if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Indirect Charges:** Provide the amount of the indirect to be charged to this Deliverable. Provide percentage or rate used for calculation.

**A SCHEDULE OF INVOICES FORM IS REQUIRED FOR EACH DELIVERABLE.**

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

EXHIBIT - II

SCHEDULE OF MATCH

DEP AGREEMENT NO.: CM000  
 PROJECT TITLE: \_\_\_\_\_  
 PERFORMANCE PERIOD: \_\_\_\_\_ THROUGH \_\_\_\_\_  
 DELIVERABLE NO.: \_\_\_\_\_  
 DELIVERABLE MATCH AMOUNT CLAIMED: \_\_\_\_\_

INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/ VOUCHER NUMBER	CHECK AMOUNT/ TRANSACTION AMOUNT	AMOUNT CLAIMED
<b>Salaries</b>								
								Total Salaries
								\$
<b>Fringe Benefits</b>								
								Total Fringe Benefits
								\$
<b>Travel</b>								
								Total Travel
								\$
<b>Equipment</b>								

9C(34)



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING  
EXHIBIT - II  
SCHEDULE OF MATCH

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CM \_ \_ .  
**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period.  
**DELIVERABLE NO.:** Enter the number of the deliverable that you are requesting payment for.  
**DELIVERABLE MATCH AMOUNT CLAIMED:** This is the total amount of match expenses from all approved budget categories for the deliverable.

**Salaries:** Provide an itemized listing of match for Salaries if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Fringe Benefits:** Provide an itemized listing of match for Fringe Benefits if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Travel:** Provide an itemized listing of match for Travel if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Equipment:** Provide an itemized listing of match for Equipment if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Supplies:** Provide an itemized listing of match for Supplies if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Contractual Services:** Provide an itemized listing of match for Contractual Services if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**Other Expenses:** Provide an itemized listing of match for Other Expenses if applicable. Include the invoice number, invoice date, description of the goods or services purchased, vendor name, invoice amount, date of the transaction, check number/voucher number, check amount/transaction number, and amount claimed.

**A SCHEDULE OF MATCH FORM IS REQUIRED FOR EACH DELIVERABLE.**

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

**ATTACHMENT D**

**DEP AGREEMENT NO. CM\_\_\_\_\_**

*Project Title*

*Grantee Name*

**Final Project Report**



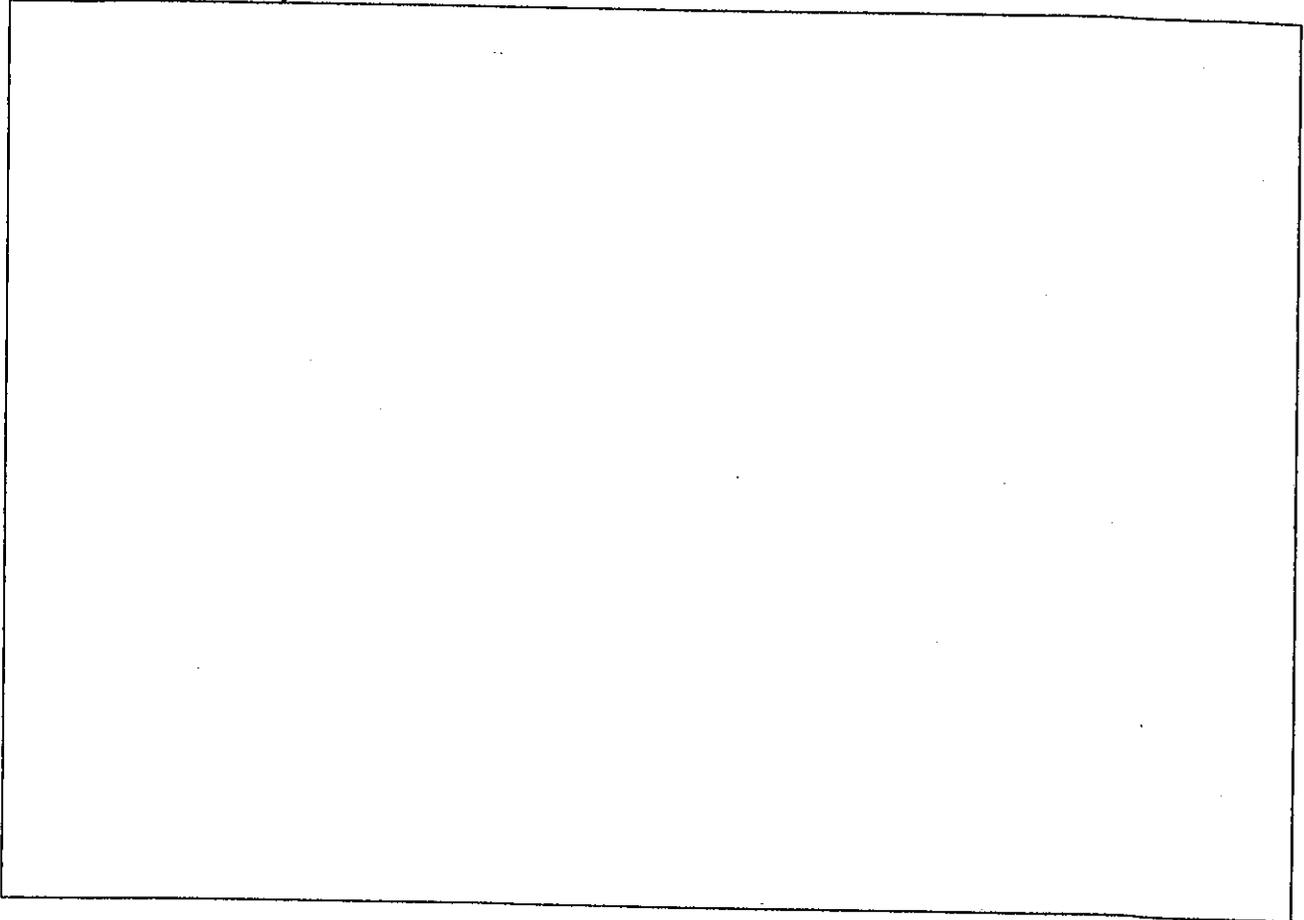
This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. \_\_\_\_\_. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

*Month & year*

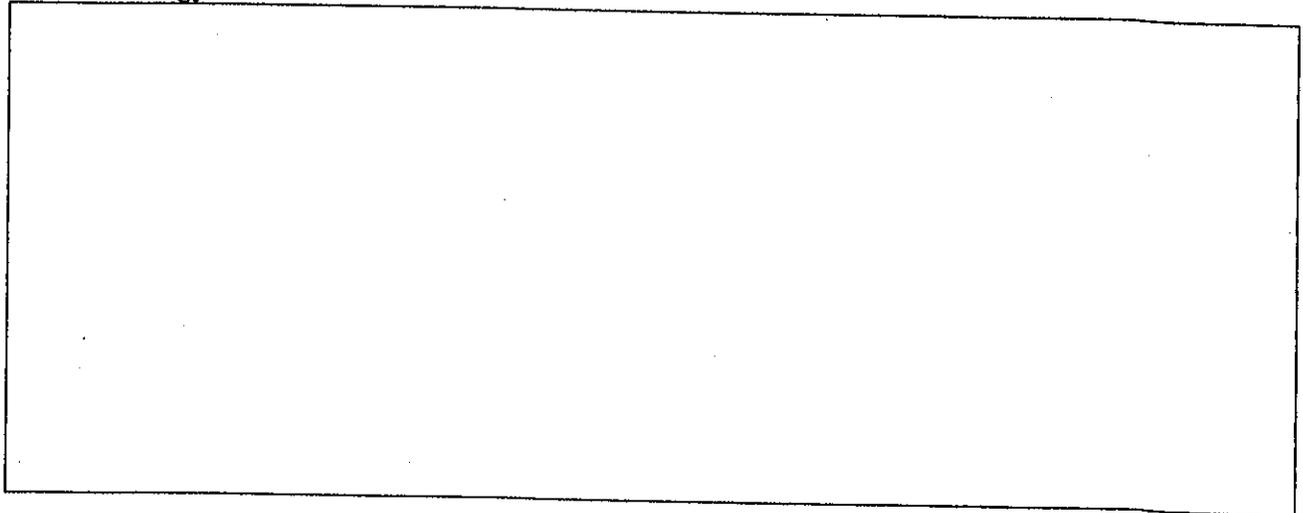
**QC(37)**

*Project Title*

**Executive Summary**



**Methodology**



9c(38)

**Outcome**

[Empty box for Outcome]

**Further Recommendations**

[Empty box for Further Recommendations]

9C(39)

**INSTRUCTIONS FOR COMPLETING  
ATTACHMENT D  
FINAL PROJECT REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CM\_ \_ \_

**GRANTEE NAME:** Enter the name of the grantee's agency.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**NOAA AWARD NUMBER:** Enter the NOAA award number as shown on the first page of the grant agreement.

**MONTH & YEAR:** Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to Dornecia Allen at (850) 245-2161 or [Dornecia.Allen@dep.state.fl.us](mailto:Dornecia.Allen@dep.state.fl.us).

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## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

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## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

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- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
Original Agreement	U.S. Department of Commerce	11.419	Coastal Zone Administration Awards	140061

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program Number	Funding Source	State Fiscal Year	CSFA Title or Funding Source Description	State Appropriation Category
			Number	
Total Award				\$60,000

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

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**ATTACHMENT F**

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**

Grantee's Name:

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: \$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title

90046

**INSTRUCTIONS FOR COMPLETING THE ATTACHMENT**

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

**NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).**

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.**

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.**

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.  
Please print the name and include the title and date of the signature.

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**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING  
FREQUENTLY ASKED QUESTIONS**

1. **Question:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/245-2411.

2. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

**Answer:** You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

3. **Question:** Do you only want what we received from DEP?

**Answer:** No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

4. **Question:** Do I have to submit the completed form and a copy of my audit?

**Answer:** No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

5. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

**Answer:** Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2<sup>nd</sup> notice.

6. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie.skelton@dep.state.fl.us](mailto:Debbie.skelton@dep.state.fl.us)

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**Attachment J**

**Photographer Release Form  
Florida Department of Environmental Protection**

Photographer: \_\_\_\_\_  
(Please Print Name)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_  
(area code + number)

Email: \_\_\_\_\_

**License and Indemnification** I certify that I am the photographer and owner of the photograph(s) being submitted and am 18 years of age or older.

I hereby grant the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to promotion of the Florida Department of Environmental Protection, its publications, employees, volunteers, and properties in any way, including on the Internet, in print publications, as distributed to the media, and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Photographer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo Filename(s): \_\_\_\_\_

Location of photo shoot: \_\_\_\_\_

Name of Person Accepting Photographs: \_\_\_\_\_

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**Model Release Form: Photo/Video/Audio**

This photo release form will be used for all State of Florida-Department of Environmental Protection brochures, websites, displays, articles, magazines, programs, advertisements or events.

**Photo Release for Adults**

I, being 18 years or older, hereby consent that the videotapes, photographs and/or motion picture film in which I appear, and/or audio recordings made of my voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings, and the plates and/or tapes from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce, and make other lawful uses of such photographs, films, recordings, plates and tapes as they may desire, free and clear of any claim whatever on my part in perpetuity.

IN WITNESS WHEREOF I have hereunto set my hand, in the State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Location: \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Photo Release for Minors**

I being Parent/Guardian of \_\_\_\_\_, hereby consent that the videotapes, photographs and/or motion picture film for which he/she posed, and/or audio recordings made of his/her voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives, and recordings and the plates and/or tapes or other medium from which they are made shall be their property, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, plates, and tapes as they may desire free and clear of any claim whatsoever on my part or my child's part, or by anyone who may claim by or through my child in perpetuity.

IN WITNESS WHEREOF I have hereunto set my hand, in the State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Signature of parent or guardian \_\_\_\_\_

Name of child (print) \_\_\_\_\_

Name of parent or guardian (print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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## ATTACHMENT K

### Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Governmentwide Debarment and Suspension (NonProcurement)** -- Recipients shall comply with the provisions of Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)," published in the Federal Register on December 21, 2006, 71 FR 76573, which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex;
  - (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps;
  - (c) the Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation,
  - (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse;
  - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - (i) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons,
  - (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made;
  - (k) Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
  - (l) compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR 60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.
11. **Drug Free Workplace** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 15 CFR Part 29, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
12. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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13. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. **Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977** Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.
15. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
16. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), (i) restrictions for actions within a Coastal Barrier Island under the Coastal Barrier Island Resources Act (16 U.S.C. 3501 et seq.), (j) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.) which regulates the generation, transportation, treatment and disposal of hazardous wastes, (k) The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. 9601 et seq.), and (l) The Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, which identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.
17. **Clean Air Act, Clean Water Act, and EO 11738** Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§7401 et seq.), Clean Water Act (33 U.S.C. §§1251 et seq.), and EO 11738, and shall not use a facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the list.
18. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
19. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
20. **Compliance with 15 CFR Part 27** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
21. **Care and Use of Live Vertebrate Animals.** Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.
22. **Criminal and Prohibited Activities** – Recipients must comply with the Program Fraud Civil Remedies Act (31 U.S.C., §§ 3801-3812), which provides for the imposition of civil penalties against persons who make

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- false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).
23. **Foreign Travel** – Recipients shall comply with the provisions of the Fly America Act (49 USC, § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§301-10.131 through 301-10.143.
  24. **American Made Equipment and Products** – Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Agreement.
  25. **Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects** – Recipients must comply with EO 13202, unless project is exempted under section 5© of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded under this Agreement.
  26. **Minority Serving Institutions (MSIs) Initiative** – Pursuant to Eos 13256, 13230 and 13270, the Recipient is strongly encouraged to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.
  27. **Research Misconduct** – Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in disallowance of costs for which the institution may be liable for repayment to the awarding agency.
  28. **Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations** – The Recipient shall comply with the Export Administration Regulations (EAR) (15 CFR 730-774) and the International Traffic In Arms Regulations (ITAR) (22 CFR 120-130) implemented by the Department of State, respectively. This includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software or technical data as defined in the EAR and ITAR. The Recipient shall include this clause in all lower tier transactions under this Agreement that may involve access to export-controlled information technology.
  29. **Trafficking Victim Protection Act of 2000**, the following Prohibition Statement must be included in any award of these funds to a private entity. "You as the recipient, your employees, subrecipients under this Agreement, and subrecipient's employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.
  30. **Self-Contained Underwater Breathing Apparatus (SCUBA)** – For any funds used for SCUBA diving, it is the responsibility of the Grantee to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Grantee to ensure that any SCUBA diving activities using the funds under this Agreement meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

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9C(54)

**ATTACHMENT L  
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
<b>Subchapter A – General</b>	
15 CFR 8	Nondiscrimination in federally assisted programs of the DOC
15 CFR 11	Uniform relocation assistance and real property acquisition for Federal and federally assisted programs
15 CFR 13	Intergovernmental review of DOC programs and activities
<b>Subchapter B - Grants and Other Federal Assistance</b>	
15 CFR 14	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
15 CFR 24	Uniform administrative requirements for grants and agreements to state and local governments.
15 CFR 28	New restrictions on lobbying
15 CFR 29	Drug-Free Workplace Act
<i>Other Federal Regulations</i>	
2 CFR 1326	Nonprocurement Suspension and Debarment
48 CFR. 31	Contract Cost Principles and Procedures
<b>Office of Management and Budget Circulars</b>	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit of States, Local Governments and Non-Profit Organizations

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9C(55)



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### CITY OF NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

**DATE:** November 8, 2011

**TO:** Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez  
Commissioner Paul Vogel

**FROM:** Robert Daniels   
Interim City Manager

**SUBJECT:** Redevelopment of Dr. Paul Vogel Park: Authorization to Proceed with Work Order #3 to M. Vila and Associates, Inc.

#### RECOMMENDATION:

It is recommended that the City Commission expand the scope of services under the agreement with M. Vila & Associates and approve a Resolution authorizing the City Manager to enter into Work Order #3 with M. Vila & Associates, Inc. for additional improvements to Dr. Paul Vogel Park.

#### BACKGROUND:

The City received \$415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

**9DLW**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**MEMO TO CITY COMMISSION**  
**NOVEMBER 8, 2011**  
**PAGE 2 OF 2**

The City Commission adopted Resolution No. 2009-74 on October 13, 2009 which approved an agreement with M. Vila & Associates, Inc. to redevelop the 79<sup>th</sup> Street Causeway in the City. As an approved City vendor, staff feels that it is in the best interest of the City to utilize the services of this company to complete the improvements to the Dr. Paul Vogel Park to comply with the time frame of the grant.

**BUDGETARY IMPACT:**

The funds for Work Order #3 for redevelopment of Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

A resolution and a change order will follow under separate cover.

**CONTACT:**

Robert Daniels, City Manager  
Sam Zamacona, Director of Public Works

9D(2)



M. VILA & ASSOCIATES, INC.

October 27, 2011

City of North Bay Village  
1700 Kennedy Causeway, Suite 145  
N. Bay Village, FL 33141

Attn: Sam Zamacona

Re: JFK Design Build Contract -- **Work Order #3**

Mr. Zamacona,  
Please find below the costs and scope of work associated with Work Order #3 for construction of the Dr. Paul Vogel Community Park:

- Roads & Highways
- Earthwork
- Paving
- Drainage
- Water & Sewer
- Bridges
- Parks
- Sports Complexes
- Design-Build
- CM at-Risk

Construction of all improvements for the Dr. Paul Vogel Community Park including all items on approved drawings developed by B&A with the City's input. Scope of work includes new playground surfacing, brick paver walkways, asphalt walkways, landscaping, irrigation, electrical, drainage installations, concrete foundations, concrete slabs. Work order includes all materials, equipment and labor necessary to produce a complete project.

This work order specifically excludes the construction/installation of the following (3) items included in the drawings: Bathroom Building, Custom Cambria Shelter and Hex Steel Duo Top Shelter.

This work order includes M. Vila providing assistance to the City to procure the pertinent site furnishings so that City may realize tax savings on said items.

**TOTAL COST: \$\$\$368,067.46**

We are ready to begin working on the above upon your authorization to proceed. If acceptable to you, please sign below as your written authorization.

Sincerely,

Miguel Vila  
Vice President

City of North Bay Village  
Approved BY:

Date: \_\_\_\_\_

Miami:

12097 N.W. 98<sup>th</sup> Avenue  
Hialeah Gardens, FL 33018  
Telephone: (305) 821-1226  
Fax: (305) 826-0004

Certified General Contractor -  
State of Florida  
CG C010901  
Miami-Dade County  
CC# E2213  
Broward County  
CC# 93-1355

90(3)



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### **CITY OF NORTH BAY VILLAGE MEMORANDUM**

**DATE:** November 8, 2011

**TO:** Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez  
Commissioner Paul Vogel

**FROM:** Robert Daniels   
Interim City Manager

**SUBJECT:** Code Amendment – Certificate of Re-occupancy Ordinance

---

#### **RECOMMENDATION:**

It is recommended that the City Commission adopt the attached ordinance on first reading. The ordinance proposes to institute a Certificate of Re-occupancy Program where the City would conduct a re-occupancy inspection of residential units. The purpose of the inspection is to ensure that structures originally built and designed as dwelling units with any permitted alterations of residences are still utilized for that purpose.

#### **BACKGROUND:**

It has been brought to the attention of the Building Department that unpermitted structures and alterations have been conducted in the City of North Bay Village. The Re-occupancy Certificate Program will help to regulate such activities.

#### **BUDGET IMPACT:**

The basic fees would be \$100 per single-family unit and \$200 for the first four multi-family units plus \$10 for each additional unit.

RD:yph

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

11A (1)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH BAY VILLAGE BY AMENDING CHAPTER 95 TO CREATE RE-OCCUPANCY CERTIFICATE AND INSPECTION PROCEDURES, SET FEES AND PROVIDE FOR PENALTIES; AMENDING CHAPTER 153 TO SET PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, Chapter 152 of the Code of the City of North Bay Village (the "Code") provides for the issuance of a Certificate of Occupancy prior to occupancy of any new structure, including dwelling units; and

**WHEREAS**, the City Commission finds that most dwelling units are never re-inspected after the original construction is completed and an original Certificate of Occupancy issued; and

**WHEREAS**, over time residential property owners often complete internal repairs and modifications which may or may not receive permits and inspections and which may allow for the alteration of the use of the dwelling unit; and

**WHEREAS**, the City Commission finds that inspection of dwelling units upon the purchase or sale of the unit provides an opportunity to ensure compliance with the City's zoning regulations; and

**WHEREAS**, the City Commission deems it to be in the best interest and welfare of the residents of the City to require an inspection and certificate of re-occupancy upon the purchase or sale of dwelling units.

**NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS<sup>1</sup>:**

**Section 1. Recitals.** Each of the above stated recitals is true and correct and is incorporated herein by this reference.

11A(U)(A)

<sup>1</sup> Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by strikethrough.

**Section 2. City Code Amended.** That Chapter 95 "Housing" of the Code is amended by creating Section 95.03 "Certificate of re-occupancy and inspection" to read as follows:

**§ 95.03 Certificate of re-occupancy and inspection.**

(A) Definitions. The following definitions shall applicable to this Section:

- (1) Owner shall mean the current owner who is transferring the property to another person, party or entity.
- (2) Recipient shall mean the person, party or entity who is receiving the property whether by sale, gift, or other conveyance or transfer.
- (3) Transfer shall mean to sell, give, convey, or otherwise transfer ownership from one person, party or entity to another person, party or entity regardless of whether the parties are in any way related.

(B) Certificate of re-occupancy required.

- (1) This Section shall be administered by the City Manager or his or her designee.
- (2) A certificate of re-occupancy must be obtained prior to the Transfer of any dwelling unit.
- (3) A certificate of re-occupancy for a dwelling unit shall be unique to the Owner and Recipient of a single Transfer transaction. If the Transfer is not completed and there is a change of Recipient, a new re-occupancy application, a new Disclosure Statement, and a new application fee must be filed.
- (4) A certificate of re-occupancy does not constitute any representation or warranty as to the condition or any aspect of such condition of the dwelling unit or other structures on the property for which the certificate is issued. The inspection made in connection with a certificate of re-occupancy is neither a structural, electrical, plumbing nor mechanical inspection and does not represent that the property conforms to the provisions of the Code, including the building and technical codes adopted by the City.

(C) Application. An application for a certificate of re-occupancy shall include the following:

- (1) An application on a form provided by the City submitted by either the Owner or Recipient;
- (2) Disclosure of the ownership of the property and all parties to the pending Transfer;

**11A(2)**

- (3) An original Disclosure Statement, executed by the Owner and Recipient, in the form provided by the City; and
  - (4) Payment of the appropriate fee.
  - (5) The City shall review the application for completeness.
    - a) If an application is found to be incomplete, the City shall send a notice of intent to deny the application to the applicant with an explanation of the material and/or fee necessary to make the application complete. Such notice shall include a statement that if a completed application and/or the required fee is not submitted within ten days of receipt of the notice by the applicant, the City shall return the application and close the file.
    - b) If the applicant does not return a properly completed application and any required fee, within ten days of receipt by applicant of the notice, the City shall return the application and close the file.
  - (6) No inspection will be completed until the City has received a complete application, original executed Disclosure Statement and the appropriate fee.
- (D) Processing of an application for certificate of re-occupancy. A complete application shall be processed as follows:
- (1) The City shall, within ten (10) business days of receipt of a complete application, inspect the dwelling unit to determine that the unit is used, designed or intended to be used as required by the zoning district regulations applicable to the property and whether the unit conforms to the original layout and any alterations permitted thereafter.
  - (2) If the dwelling is not in conformance with the requirements of this section the City shall provide an itemized list of defaults and/or corrective actions and no certificate of re-occupancy shall be issued unless:
    - a) The applicant makes such repairs, alterations or improvements as are needed to comply with the list of defaults and corrective action; and
    - b) A re-inspection, accompanied by payment of the appropriate re-inspection fee, is completed and the dwelling unit is found to comply with the requirements of applicable zoning district.
  - (3) Failure to complete required repairs, alterations or improvements and request a re-inspection within 60 days shall result in denial of the application.

- (4) If, upon initial inspection, the dwelling unit is found to comply with the requirements of the applicable zoning district, a certificate of re-occupancy shall be issued for the individual unit.
- (5) The certificate of re-occupancy, if issued, shall state that a City inspector has inspected the dwelling and has determined that the dwelling unit is used, designed or intended to be used as required by the zoning district regulations applicable to the property and whether or not the unit conforms to the original layout and any alterations permitted thereafter.
- (6) Upon completion of the transfer of ownership, the certificate of re-occupancy shall be recorded in the Miami-Dade County public records with the deed or other conveyance of title.
- (E) Conditional Certificate of Re-Occupancy. No re-occupancy of a dwelling unit shall be permitted until a certificate of re-occupancy has been issued. However, under circumstances where completion of remedial actions may reasonably extend beyond the date of the Transfer, the City shall have authority to issue conditional certificates of re-occupancy with conditions as follows:
- (1) A conditional certificate of re-occupancy shall include the conditions which must be satisfied in order to obtain a final certificate of re-occupancy.
- (2) A conditional certificate of re-occupancy shall be valid for no more than 60 days, unless extended for a period not to exceed another 60 days to allow for completion of the remedial actions.
- (3) The property shall be re-inspected prior to the expiration of the conditional certificate of re-occupancy and found in compliance with the requirements of this section or the certificate of re-occupancy shall be denied and the property may be subject to additional code enforcement action.
- (4) A conditional certificate of re-occupancy shall not be issued if life-safety violations exist on the property.
- (F) Notice.
- (1) The Owner shall disclose, and the Recipient shall acknowledge, prior to the Transfer, that a certificate of re-occupancy is required by Section 95.03, and the Owner shall include in the contract the following disclosure:

A CERTIFICATE OF RE-OCCUPANCY SHALL BE OBTAINED PRIOR TO ANY TRANSFER, CONVEYANCE, PURCHASE OR SALE OF THIS DWELLING UNIT TO DETERMINE THAT THE UNIT IS USED, DESIGNED OR INTENDED TO BE USED AS REQUIRED BY THE ZONING DISTRICT REGULATIONS APPLICABLE TO THE PROPERTY AND WHETHER THE UNIT CONFORMS TO THE ORIGINAL LAYOUT AND ANY ALTERATIONS PERMITTED THEREAFTER. A CERTIFICATE OF OCCUPANCY IS UNIQUE TO A TRANSFEROR AND TRANSFEREE AND MUST BE OBTAINED PRIOR TO EACH SALE.

A CERTIFICATE OF RE-OCCUPANCY DOES NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OR ANY ASPECT OF SUCH CONDITION OF THE DWELLING UNIT OR OTHER STRUCTURES ON THE PROPERTY FOR WHICH THE CERTIFICATE IS ISSUED. THE INSPECTION MADE IN CONNECTION WITH A CERTIFICATE OF RE-OCCUPANCY IS NEITHER A STRUCTURAL, ELECTRICAL, PLUMBING NOR MECHANICAL INSPECTION AND DOES NOT REPRESENT THAT THE PREMISES CONFORM TO THE PROVISIONS OF THE CODE, INCLUDING THE BUILDING AND TECHNICAL CODES ADOPTED BY THE CITY. INTERESTED PERSONS ARE ADVISED AND ENCOURAGED TO OBTAIN AN INSPECTION OF THE PREMISES IN ORDER TO DETERMINE THE CONDITION AND LEGALITY THEREOF.

(2) Lien letters and responses to lien search inquiries issued by the City Clerk's office shall include a notice that a certificate of re-occupancy is required for transactions involving the Transfer of any dwelling unit.

(G) Exemption. A certificate of re-occupancy shall not be required for the original purchase, sale, conveyance, or transfer of ownership of a newly constructed dwelling unit that has never been occupied and that represents the first transaction since the issuance of the original certificate of occupancy.

(H) Fees. The fees for a certificate of re-occupancy inspection, re-inspection or expedited inspection shall be as follows:

<u>Certificate of re-occupancy after purchase, sale, or occupancy of dwelling unit</u>	<u>Applicable expedited permit fee plus the applicable certificate fee</u>
<u>Certificate of re-occupancy</u>	<u>100.00 per single family unit (detached, attached or condominium)</u>
	<u>200.00 for up to four multifamily units (apartments), plus 10.00 per unit additional unit</u>
<u>Certificate of re-occupancy, re-inspection</u>	<u>50.00 per single family unit (detached, attached or condominium)</u>

11A(5)

	100.00 up to four multifamily units (apartments), plus 10.00 per additional unit
<u>Certificate of re-occupancy, Expedited review (2 business days)</u>	300.00 per single family unit (detached, attached or condominium)
	600.00 up to four multifamily units (apartments), plus 20.00 per additional unit
<u>Conditional certificate of re-occupancy</u>	500.00 per unit

(I) Expedited Review. An expedited review may be requested by the Applicant, subject to payment of the appropriate fee. Expedited review shall be made within two (2) business days of receipt of a complete application.

(J) Penalty.

(1) It shall be unlawful for any person, firm or corporation to Transfer, purchase, sell, give or otherwise convey the title to any dwelling unit, after \_\_\_\_\_, without first obtaining a certificate of re-occupancy issued by the City.

(2) It shall be unlawful for any person, firm or corporation to Transfer, purchase, sell, give or otherwise convey the title to any dwelling unit after \_\_\_\_\_, without first disclosing pursuant to the requirements of this Section, that a certificate of re-occupancy must be obtained pursuant to Section 95.03.

(3) A violation of this Chapter may be enforced against the property owner pursuant to Chapter 162 of the Florida Statutes and Chapter 153 of the City Code and by issuance of a uniform civil violation notice, citation, summons, notice to appear in county court, or by filing an action in civil court for injunctive relief. Penalties for violation of this chapter are further outlined in Section 153.04 of this Code.

**Section 3. Amendments to Code.** Chapter 153 of the Code is amended to read as follows:

**§ 153.04 Schedule of civil penalties.**

TABLE INSET:

Section	Description of Violation	Penalty Fee
10.16	Altering Code	\$250.00
***	***	***
95.02	Discriminating against families with children in residential units	100.00
<u>95.03</u>	<u>Transfer, sale, purchase, or occupancy of dwelling unit without obtaining a certificate of re-occupancy</u>	<u>250.00</u>
96.01	Conducting prohibited amusement rides and carnivals	200.00
***	***	***

**Section 5. Repeal of Conflicting Provisions.** All provisions of the Code of the City of North Bay Village that are in conflict with this Ordinance are hereby repealed.

**Section 6. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect, since the legislative intent is that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7. Inclusion in the Code.** It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of North Bay Village, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 8. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The motion to approve the foregoing Ordinance on first reading was made by \_\_\_\_\_, seconded by \_\_\_\_\_.

**THE VOTES WERE AS FOLLOW:**

Mayor Corina S. Esquijarosa \_\_\_\_\_  
 Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
 Commissioner Eddie Lim \_\_\_\_\_  
 Commissioner Frank Rodriguez \_\_\_\_\_  
 Commissioner Paul Vogel \_\_\_\_\_

11A(7)

**APPROVED ON FIRST READING** during a regular session of the City Commission of North Bay Village this \_\_\_ day of \_\_\_\_\_ 2011.

The motion to adopt the foregoing Ordinance on final reading was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE ON ADOPTION:**

Mayor Corina S. Esquijarosa	_____
Vice Mayor Connie Leon-Kreps	_____
Commissioner Eddie Lim	_____
Commissioner Frank Rodriguez	_____
Commissioner Paul Vogel	_____

**PASSED AND ENACTED BY THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne Hamilton, City Clerk

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

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

City of North Bay Village Ordinance-Re-Occupancy of dwelling units

**11 A(8)**



## City of North Bay Village

Administrative Offices

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

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

### MEMORANDUM City of North Bay Village

**DATE:** November 1, 2011

**TO:** Yvonne P. Hamilton, CMC  
City Clerk

**FROM:** Robert Daniels  
Interim City Manager 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH BAY VILLAGE BY AMENDING CHAPTER 95 TO CREATE RE-OCCUPANCY CERTIFICATE AND INSPECTION PROCEDURES, SET FEES AND PROVIDE FOR PENALTIES; AMENDING CHAPTER 153 TO SET PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANILES)**

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

RD:ypb

**11A(9)**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel



## City of North Bay Village

### Administrative Offices

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### **CITY OF NORTH BAY VILLAGE** **MEMORANDUM**

**DATE:** November 8, 2011

**TO:** Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez  
Commissioner Paul Vogel

**FROM:**   
Richard Annese  
Chief Building Official

**SUBJECT:** Consideration of Building Permit Application for  
Revised Dock Construction Proposal  
By Karoline Peters, 1520 South Treasure Drive  
Lot 22, Block 1, Treasure Island  
North Bay Village, Florida  
Folio Number: 23-3209-009-0220

---

At its meeting held on October 11, 2011, the City Commission tabled the request for modifications to a previously approved dock at 1520 South Treasure Drive to the November 8, 2011 meeting pending the receipt of a professional marine survey pursuant to Section 152.059(B) of the City of North Bay Village Code of Ordinances. The applicant has submitted the marine survey which meets the depth requirement of DERM.

Staff recommends that the request to construct the dock be approved.

/yph

**12A(1)**

---

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

OCT 19 2010

SPECIFIC PURPOSE SURVEY

N01°37'08"W  
150.00' (R & M)

F.P. 58'  
(NO ID.)

25.00'

SOUTH TREASURE DRIVE

N88°41'24"E  
100.00' (R & M)

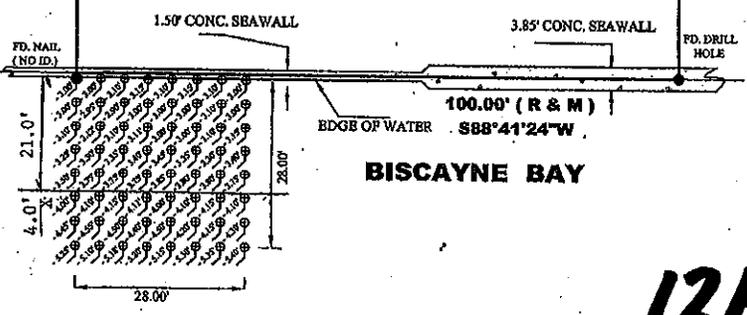
F.P. 58'  
(NO ID.)

25.00'

150.00' (R & M)  
N01°37'08"W

1"=20'

No Improvements Shown  
Note: 21' waterway is 4.10' at mean low water.



SPECIFIC PURPOSE SURVEY OF PROPERTY LOCATED AT 1520 S. TREASURE DR., NORTH BAY VILLAGE, FL. 33141.

LEGAL DESCRIPTION: LOT 22, LESS THE E. 10' AND LOT 23 LESS THE W. 10' BLOCK: 1 OF TREASURE ISLAND SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 AT PAGE 67 OF THE PUBLIC RECORDS MIAMI-DADE COUNTY, FLORIDA

ABBREVIATIONS: SW-CONCRETE BLOCK STRUCTURE, CU-CHAIN LINK FENCE, P-PROPERTY LINE, DR-DRAINAGE UTILITY EASEMENT, P-IRON PIPE, S-SWALLOW, CS-CONCRETE, P-PIPE, P-PROPERTY CORNER, D-DRILLED HOLE, WF-WOODEN FENCE, RES-RESIDENCE, CU-CURB, RR-REBAR, F-FOUND, AC-ARCH CONDITIONER, PAD, PD-PROPERTY, D-DRILLED HOLE, WF-WOODEN FENCE, RES-RESIDENCE, CU-CURB, RR-REBAR, UTILITY EASEMENT, CON-CONCRETE SLAB, RW-RIGHT OF WAY, DE-DRAINAGE EASEMENT, CI-CENTER LINE, O-O-WATER, TYP-TYPICAL, MEASURED, R-RECORDED, ENR-ENGROUCHMENT, COMP-COMPUTER, ASH-ASH, H-MAIL, N-NORMAL, & DISC, S-SET, F-FINISH FLOOR ELEVATION, DS-OFFSET, P-POWER POLE, OHP-OVERHEAD POWERLINE, WPT-WATER METER

CONCRETE MAINTENANCE EASEMENT M.S.D.E.

ELEVATION BASED ON LOC. # 3241 SE  
CEM# P-313 ELY. 5.25

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENGROUCHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1928. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

REVISOR:

I HEREBY CERTIFY That the survey represented herein meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

ADIS N. NUNEZ  
REGISTERED LAND SURVEYOR  
STATE OF FLORIDA #5924

SINCE 1967  
BLANCO SURVEYORS INC.  
Engineers - Land Surveyors - Planners - LB # 0007059  
555 NORTH SHORE DRIVE  
MIAMI BEACH, FL. 33141  
(305) 865-1200 Email: blancosurveyors@bcsurvey.com Fax: (305) 865-7810

FLOOD ZONE: AE SUFFIX: L DATE: 9/11/09 BASE: 8'  
SCALE: 1" = 20' COMMUNITY # 120654 JOB NO. 11-747  
DATE: 10/18/11 DWN. BY: F. Blanco

12A(2)



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

## CITY OF NORTH BAY VILLAGE MEMORANDUM

**DATE:** October 11, 2011

**TO:** Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez  
Commissioner Paul Vogel

**FROM:** Richard Annese  
Chief Building Official

**SUBJECT:** Consideration of Building Permit Application for  
Revised Dock Construction Proposal  
By Karoline Peters, 1520 South Treasure Drive  
Lot 22, Block 1, Treasure Island  
North Bay Village, Florida  
Folio Number: 23-3209-009-0220

---

### BACKGROUND

The applicant, Karoline Peters, made an application for a Building Permit, pursuant to Section 151.11 of the City of North Bay Village Building Code for the construction of a dock at 1520 South Treasure Drive.

The subject property is zoned RS-2, Medium Density Single-Family Residential District.

At its meeting held on February 22, 2011, the City Commission approved an application for construction of a dock 35 feet long perpendicular to the seawall and 10 feet horizontal with the condition that the applicant submit a professional survey that meets the requirements of the DERM for depth.

---

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

12A(3)

The applicant has since modified the plans to increase the size of the dock an additional 12 feet waterward for a total of 47 feet and an additional 10 feet horizontally for a total of 20 feet in order to accommodate a larger size boat. The size of the boatlift has also been increased.

The larger dock with the larger boat still complies within the original DERM specification that the terminal platform of the dock, the boatlift, and all mooring areas, be located a minimum of 21 feet waterward from the seawall.

### AUTHORITY

Section 152.059(B) and 150.11(F) of the City of North Bay Village Code of Ordinances authorizes the City Commission to approve waivers for docks extending more than 25 feet from a bulkhead line and 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 after a public hearing. During the public hearing the City Commission shall consider safety and compatibility as criteria for approving the application.

Pursuant to Section 152.059(B), the applicant is required to complete a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements.

Additionally, pursuant to Pursuant to Section 150.11(G) the City Commission shall additionally consider the following criteria to determine if a waiver to the 25 foot limitation shall be granted:

- (i) specific depth or location criteria; and

The Department of Environmental Regulation (DERM) has approved the depth location.

- (ii) If the Applicant has provided to the City notarized letter(s) of consent from adjoining riparian property owners, and

12A(4)

The applicant has presented one letter of consent from the property owner at 1510 South Treasure Drive.

(iii) If the City has received any letter(s) of objection from adjoining riparian property owners; and

The City has not received any letters of objection regarding the modified plans subsequent to providing notice of the current public hearing.

(iv) Any other factors relevant to the specific site.

There are no other factors relevant to the site.

**ADDITIONAL INFORMATION:**

The revised plans for construction of the dock received preliminary approval from the Department of Environmental Regulations (DERM) on June 1, 2011.

**RECOMMENDATION:**

It is recommended that the City Commission approve the dock for construction since it is structurally sound based on the plans submitted and it complies with the requirements of DERM and the Florida Building Code.

RA:yph

Attachments: Building Permit Application  
Dock Plans and Specifications



## City of North Bay Village

1666 Kennedy Causeway, Suite 700 North Bay Village FL 33141  
(305) 754-6740 Fax (305) 754-6832 Website-www.nbvillage.com

### APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for Variances, Special Use Exceptions, Site Plan Approval, Site Plan Renewal, thereto, for Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the City Commission. Notice of Public Hearings before the Planning & Zoning Board and the City Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The City Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: Karoline Starostik Phone: \_\_\_\_\_

Mailing Address: 1520 South Treasure Drive  
North Bay Village, FL 33141

Legal Description of Property: Lot 23, Block 1, Treasure Island

Existing Zoning: RS2 Lot Size: \_\_\_\_\_ Folio: 23-3209-009-0220

Reason for Request: (Attach additional Pages if necessary) \_\_\_\_\_

Construction of Dock and Boat lift

All applications shall be submitted to the City Clerk on or before the deadline implemented by the City.

**Filing Fees** - All persons, firms, or corporations petitioning the Planning & Zoning Board and the City Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the City Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

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

12A(6)

APPLICATION FOR HEARING  
BEFORE THE PLANNING & ZONING BOARD  
PAGE 2 OF 2

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

(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).

*Karoline Starostik*

Authorized Signature

Karoline Starostik

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.)

NOTARY PUBLIC-STATE OF FLORIDA  
Robert Poblete  
Commission # EE083722  
Expires: APR. 13, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to and subscribed to before me this 05 day of OCTOBER, 2011  
by KAROLINE STAROSTIK  
whom I personally know or who has produced \_\_\_\_\_  
as identification.

Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Robert Poblete  
Commission # EE083722  
Expires: APR. 13, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

Office Use Only

Date Submitted: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_

Tentative Meeting Date: \_\_\_\_\_ Cash LJ Or Check LJ # \_\_\_\_\_

Revised 3/2/04

Date Paid: \_\_\_\_\_

12A(7)

APPLICATION DATE: 5/11/11 PERMIT NO: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

OWNER INFORMATION:

NAME: Karoline Starostik  
ADDRESS: 1520 S. Treasure Dr.  
CITY: North Bay Village, FL ZIP: 33141  
PHONE: \_\_\_\_\_

LOCATION OF IMPROVEMENTS:

STREET: 1520 South TREASURE DRIVE  
FOLIO: 23 3209 009 0220  
LOT: 22 BLK: 1 SUB: TREASURE ISLAND  
ZONE:  ORS-1  ORS-2  ORM-40  ORM-70  OCG  ODU  
Plans Attached

CURRENT USE OF PROPERTY: Single Family

APPLICATION TYPE: (CHECK ALL THAT APPLY)

- NEW BUILDING PERMIT
- NEW CONTRACTOR
- NON-USE VARIANCE
- USE EXCEPTION
- PERMIT RENEWAL
- PLAN REVISION
- VARIANCE
- SITE PLAN REVIEW

PROPOSED USE OF PROPERTY: SAME

OTHER \_\_\_\_\_

FLOOD CRITERIA:

FLOOD ZONE: \_\_\_\_\_ PANEL: \_\_\_\_\_

VALUE OF EXISTING STRUCTURE: \_\_\_\_\_

TOTAL PERMIT VALUE (5 YR.): \_\_\_\_\_

VALUE OF THIS JOB: 29,770.00

SQUARE FOOTAGE OF WORK: Dock 308 SQ/FEET

IMPROVEMENT RATIO: \_\_\_\_\_

TYPE OF IMPROVEMENT: (CHECK ALL THAT APPLY)

- NEW CONSTRUCTION
- INT. ALTERATION
- DEMOLITION
- REROOF
- FENCE
- SEAWALL
- FILLING
- SWIMMING POOL
- OTHER: 1) Deck & 150 sq LIFT
- REPAIR
- EXT. ALTERATION
- NEW ROOF
- ROOF OVER EXISTING
- SHED
- DOCK
- GRADING
- SPA

CONTRACTOR INFORMATION:

NAME: Southern Marine Construction, INC  
ADDRESS: P.O. Box 414194  
CITY: Miami Beach STA: FL ZIP: 33141  
PHONE: (305) 861-2764 FAX: (305) 865 4848  
QUALIFIERS NAME: Robert Rossi  
CERTIFICATION NO.: E-1907

ARCHITECT OR ENGINEER INFORMATION:

NAME: J.N. Sheingold  
ADDRESS: 12420 S.W 75 AVENUE  
CITY: MIAMI STA: FL ZIP: 33156  
PHONE: (305) 378-1244  
QUALIFIERS NAME: Joe Sheingold  
CERTIFICATION NO.: # 21181

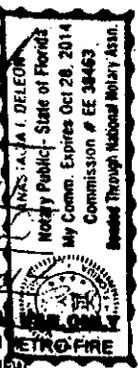
Application is hereby made to obtain a permit to do work and installation as indicated above. I certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, SIGNS, POOLS, MECHANICAL, AND ROOFING WORK and that additional permits may be required by other governmental agencies.

OWNER'S AFFIDAVIT: I certify that all of the foregoing information is accurate and that all work will be done in compliance with the applicable laws regulating construction and zoning. I certify that I am the owner of the property described in this application and that the qualifier for the contracting firm listed above is authorized to act as my agent to obtain a building permit for the work described herein.

**Failure to comply with the mechanics lien law can result in the property owner paying twice for building improvements**

Signature of Owner or Owner's agent: [Signature]  
DATE: 5/14/2011  
NOTARY as to Owner: [Signature]  
My Commission Expires: 10/29/2012

Signature of Qualifier: [Signature]  
SIRINTHONE SENETHAVILAY  
Notary Public  
State of Idaho  
NOTARY as to Contractor  
My Commission Expires: Oct 28, 2011



**DO NOT WRITE BELOW THIS LINE--FOR OFFICIAL USE ONLY--DO NOT WRITE BELOW THIS LINE--FOR OFFICIAL USE ONLY**

- APPROVALS REQUIRED:  STRUCTURAL  ELECTRICAL  PLUMBING  MECHANICAL  D.E.R.M.  HEALTH  ROAD IMPACT  STATE HOTEL  IMPACT  LANDSCAPE  SHORELINE REVIEW

UPFRONT FEE: CK 30815 \$ 125.00  
PERMIT FEE: \$ \_\_\_\_\_  
REVIEW FEE: \$ \_\_\_\_\_  
STRUCTURAL FEE: \$ \_\_\_\_\_  
RADON: NOTARY CK 30815 PAID 8.00  
DADE COUNTY: \$ \_\_\_\_\_  
PENALTY: \$ \_\_\_\_\_  
BOND: \$ \_\_\_\_\_  
EDUCATIONAL FEE: \$ \_\_\_\_\_  
IMPACT FEE: \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_  
CHECK NUMBER: \_\_\_\_\_

ZONING: APPROVED \_\_\_\_\_ DENIED: \_\_\_\_\_  
ZONING REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUILDING: APPROVED \_\_\_\_\_ DENIED: \_\_\_\_\_  
BUILDING OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**12A(18)**

**LETTER OF CONSENT**

Note: Please insert applicable information

Date: 3/30/11

05-11-11A08:48 RCVD

Miami-Dade County DERM  
Class I Permitting Program  
701 NW 1<sup>st</sup> Court  
Miami FL, 33136

Re: Letter of Consent for Miami-Dade County DERM Class I Permit Application Number  
2010-00053 (insert Class I Permit application number), for work proposed at  
1520 South Treasure Drive  
(insert address of proposed work)

Ladies and Gentlemen:

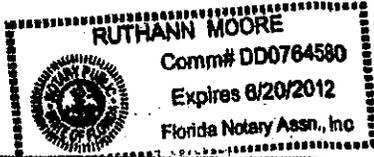
JUNIUS DAVIS MORRISON JR (insert name), am the owner of the property located at  
1510 South Treasure Drive  
(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the  
plans entitled Proposed Dock & Boat Lift  
(insert title of plans)

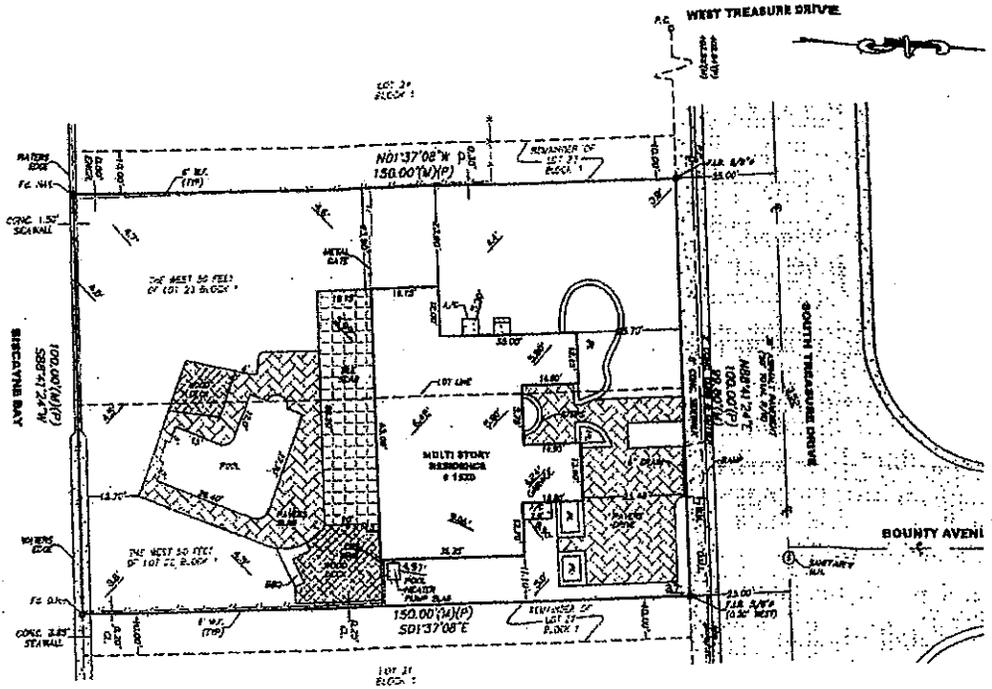
prepared by Joe Steingold dated 3/21/2011, and preliminarily approved  
by DERM on 3/29/11 for the above-referenced project. Pursuant to Section  
24-48.3(1)(f)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-  
referenced project.

Sincerely,

Junius Davis Morrison, Jr.  
Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS 30<sup>th</sup> DAY OF April, 2011  
 BY JUNIUS DAVIS MORRISON, JR  
 PERSONALLY KNOWN       PRODUCED IDENTIFICATION (PLEASE CHECK ONE)  
 TYPE OF ID PRODUCED \_\_\_\_\_  
Ruthann Moore NOTARY PUBLIC  


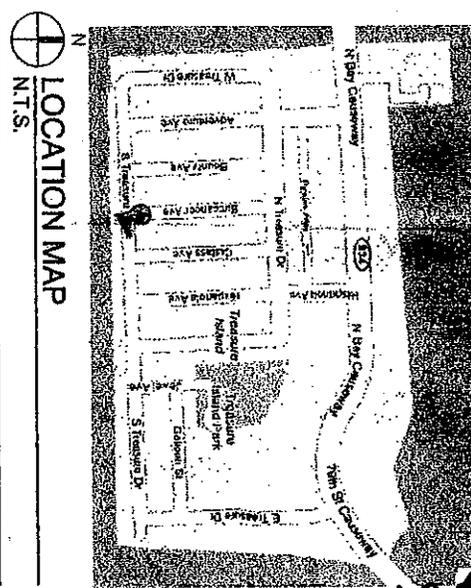
12A(9)



This property described as: Lot 22, less the East 10 feet thereof, and Lot 23, less the West 10 feet, Block 1, TREASURE ISLAND, according to the Plan thereof as recorded in Plat Book 50, Page 67, of the Public Records of Miami-Dade County, Florida.

**SURVEY & LEGAL DESCRIPTION**  
N.T.S.

TRIM COASTAL SECTION  
PRELIMINARY APPROVAL  
NAME: [Signature]  
DATE: 3/29/11  
7010 100053



**PROPOSED DOCK AND BOAT LIFT**  
MRS. KAROLINE PETERS  
1520 SOUTH TREASURE DRIVE  
NORTH BAY VILLAGE, FLORIDA  
**CONSULTANTS:**  
J.N. SHENGOLD P.E.  
12420 SW 75 AVENUE  
MIAMI, FLORIDA 33156  
PHONE: 305 378 1244  
FAX: 305 253 4455  
CONSULTING ENGINEERS - GENERAL CONTRACTORS  
PROFESSIONAL BUILDING INSPECTION, EST. 1978  
PE #21181

**RECEIVED**  
MAR 29 2011  
DERM Coastal Resources Section  
Natural Resources Regulatory Division (NRR)

**INSTALLATION SPECIFICATIONS & DATA**  
MATERIAL - FIBRE GLASS REINFORCED POLYPROPYLENE  
COLOR - TAN AND LIGHT GRAY  
PANEL SIZES - 36" x 48" & 60"  
JOIST SPACING - 36" PANELS 18" O/C  
48" PANELS 15" O/C  
60" PANELS 15" O/C

DATE	ISSUED	PROPOSED DOCK & BOAT LIFT OWNER MRS. KAROLINE PETERS 1520 South Treasure Drive North Bay Village, Florida
DRAWN	CHECKED	
PROJECT No.	REVISION	

**S.M.C.**  
SOUTHERN MARINE CONSTRUCTION, INC.  
FOUNDATION SPECIALISTS  
PILINGS - WOOD PILES - AUGER CAST  
PILES - PRESTRESSED PILES - SHEET PILES

**A-1**  
1 OF 3

8107



**PROPOSED DOCK & BOAT LIFT PLAN**

1/8" = 1'-0"

**GENERAL NOTES**

DESIGN IN ACCORDANCE WITH FLORIDA BUILDING CODE & ASCE 7-05

FILE NOTES: ALL WOOD PILES TO BE SOUTHERN PINE AND COMPLY WITH A.S.T.M. #23-79 AND BE PRESSURE TREATED W/ C.C.A. FEDERAL SPECIFICATIONS TT-W-5500(1) OR TT-W-00550E(1) AND AWFA-MP-4 PILES TO HAVE A MIN. DIA. OF 12"

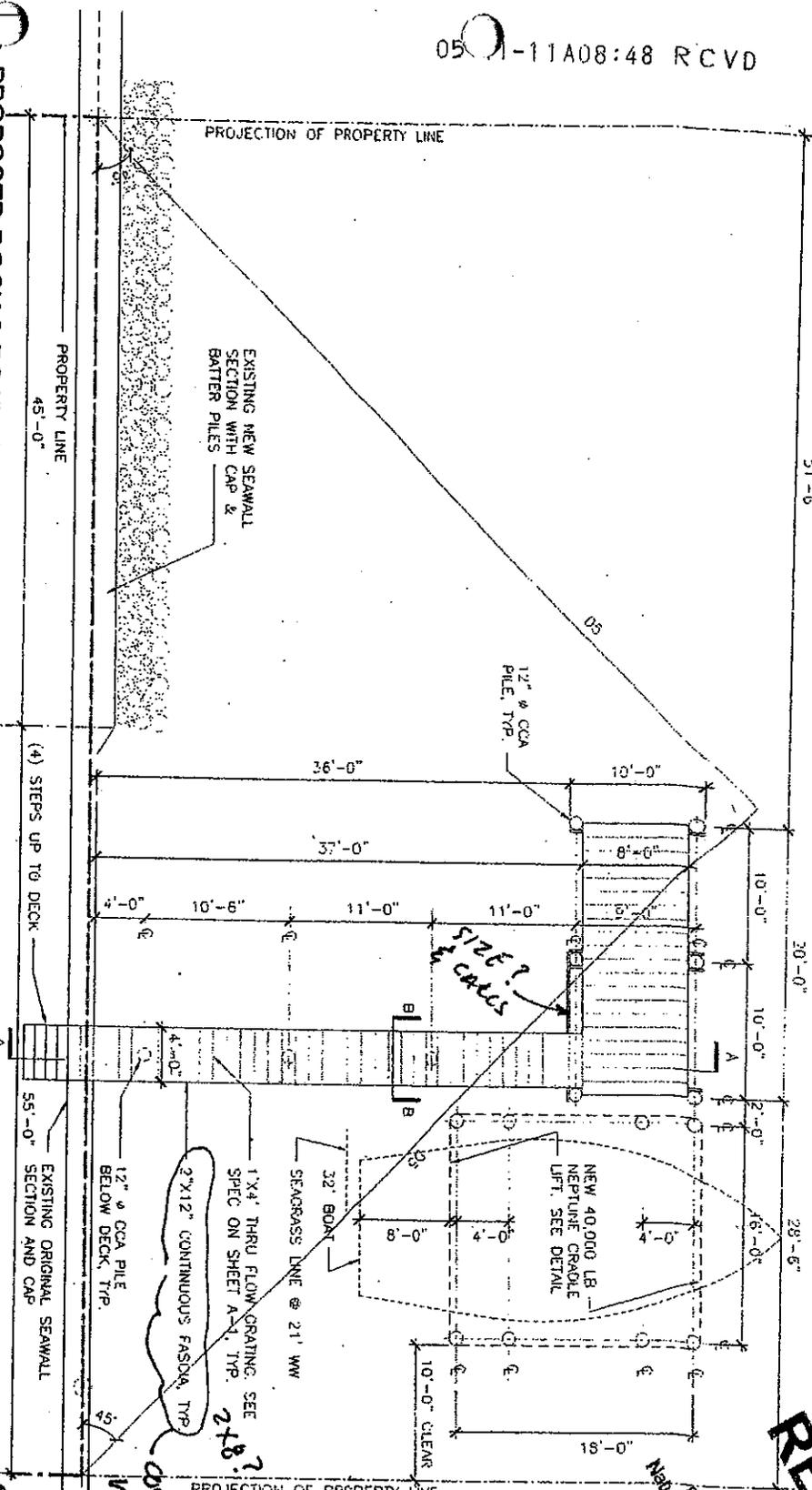
PRESSURE TREATED CONCRETE: RECOGNIZED TESTING LABORATORY TO VERIFY CONCRETE ATTAINING A STRENGTH OF 4000 PSI IN 28 DAYS. CONCRETE SHALL ATTAIN A STRENGTH OF 3500 PSI BEFORE GAUGE WIRE SPIRALS AT AN 8 INCH PITCH EXCEPT AT ENDS WITH 6 TURNS AT A 3 INCH PITCH. MINIMUM PENETRATION OF ALL PILES TO BE AS FOLLOWS:

INTO BEDROCK - 6 FEET MIN.

INTO YIELDING MATERIAL - 10 FEET MIN.

MINIMUM SAFE BEARING: 10 TONS WOOD PILE & 25 TONS CONCRETE PILE

CONCRETE: CONCRETE FOR THE CAP SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI AT THE END OF 28 DAYS.



REINFORCING STEEL: ALL REINFORCEMENT SHALL BE 60K PSI MINIMUM YIELD NEW BILLET STEEL IN ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAPS SHALL BE A MINIMUM OF 48 BAR DIAMETERS. PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI AND MANUAL OF STANDARD PRACTICE CODES.

STRUCTURAL LUMBER: ALL DIMENSIONAL LUMBER TO BE PRESSURE TREATED, #1 GRADE (S.P.) OR BETTER (GRAMS TO BE NON-DENSE SELECT STRUCTURAL) AND COMPLY WITH A.I.C. 109-69 SPECIFICATIONS. HARDWARE: ALL HARDWARE TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-153-99 OR AS SPECIFIED.

BOLTS: ALL MACHINE BOLTS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A307-83A.

- ALL EXISTING STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED TO BE REMOVED.

- THIS DRAWING IS THE PROPERTY OF SOUTHERN MARINE CONSTRUCTION, INC. AND IS AN INSTRUMENT OF SERVICE. IT IS TO BE USED IN WHOLE OR PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF SOUTHERN MARINE CONSTRUCTION, INC.

NAME: *[Signature]*

DATE: 3/29/11

*DOES NOT SPECIFY PLAN*

*DOCK DIPA 2E WITH RB*

12A(11)

**RECEIVED**

MAR 29 2011

DERM Coastal Resources Section  
 Natural Resources Regulatory Division (NRRD)

DATE	ISSUED	3/29/11
	REVISED	
DESIGNED BY	DR/AM	
CHECKED BY		
APPROVED BY		

**PROPOSED DOCK & BOAT LIFT**

OWNER: MRS. KAROLINE PETERS  
 1520 South Treasure Drive  
 North Bay Village, Florida

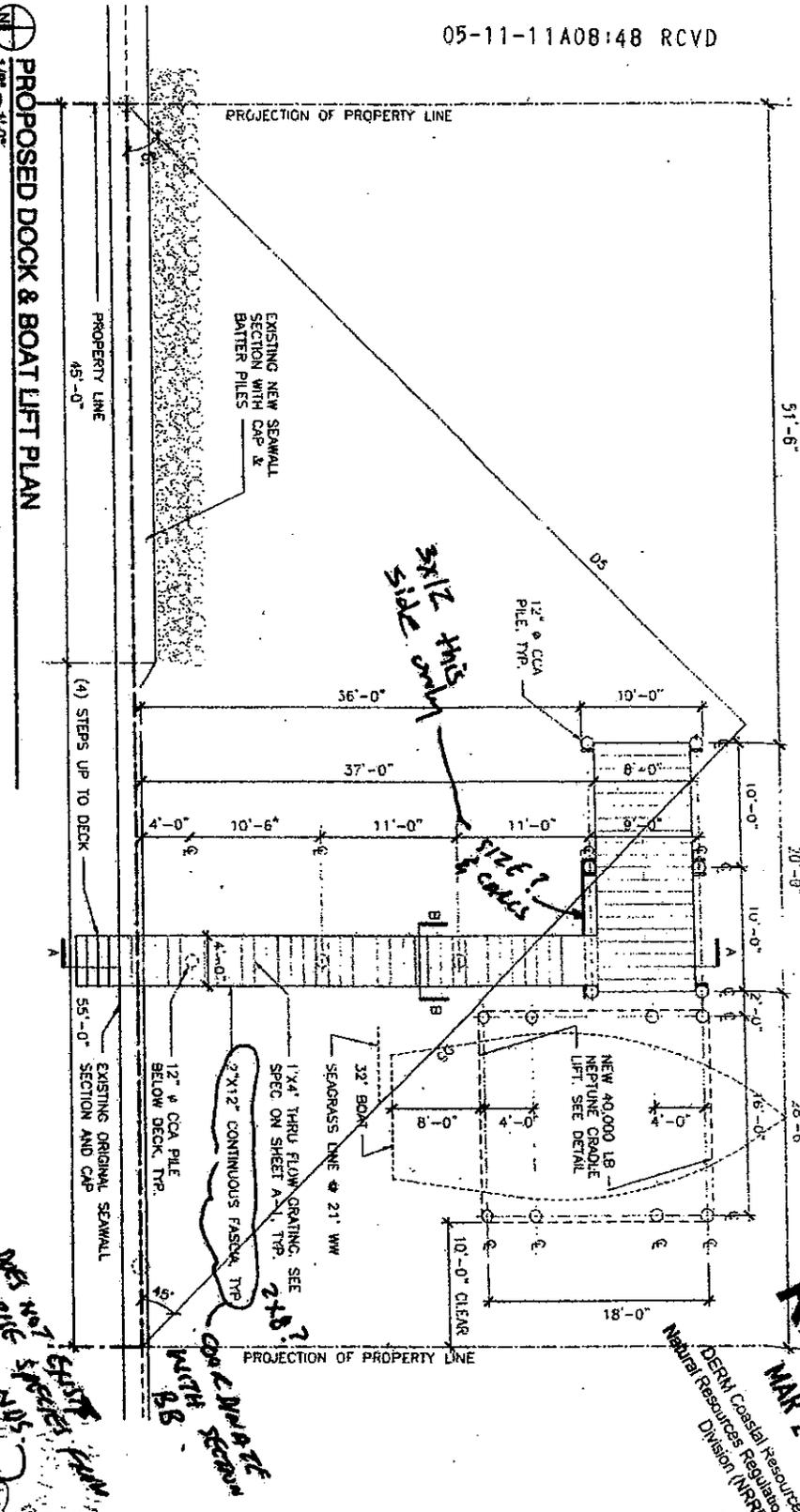
**S.M.C.**

SOUTHERN MARINE CONSTRUCTION, INC.  
 FOUNDATION SPECIALISTS  
 PNE PILES-WOOD PILES-AUGER CAST PILES-PRE-TREATED PILES-SHEET STEEL

205-845-1111  
 205-845-1112  
 205-845-1113

**A-2**

2 OF 3



**GENERAL NOTES**

1/8" = 1'-0"

DESIGN: IN ACCORDANCE WITH FLORIDA BUILDING CODE & ASCE 7-05  
 BILT NOTES: ALL WOOD PILES TO BE SOUTHERN PINE AND COMPLY WITH A.S.T.M. 425-79 AND  
 BE PRESSURE TREATED W/ C.C.A. FEDERAL SPECIFICATIONS TT-W-5500(1) OR TT-W-60350(1)  
 AND A.M.F.A.-4 PILES TO HAVE A MIN. DIA. OF 12"  
 REINFORCED CONCRETE: RECOGNIZED TESTING LABORATORY TO VERIFY CONCRETE ATTAINING A  
 STRENGTH OF 8000 PSI IN 28 DAYS. CONCRETE SHALL ATTAIN A STRENGTH OF 3500 PSI BEFORE  
 STRAUS ARE RELEASED. REINFORCING SHALL BE PER ASTM A116-82/20K STRAUS WITH 3  
 GAUGE WIRE SPIRALS AT AN 8 INCH PITCH EXCEPT AT TURNS AT A 3 INCH PITCH.  
 MINIMUM PENETRATION OF ALL PILES TO BE AS FOLLOWS:  
 INTO BEDROCK - 5 FEET MIN.  
 INTO YIELDING MATERIAL - 10 FEET MIN.  
 MINIMUM SAFE BEARING: 10 TONS WOOD PILE & 25 TONS CONCRETE PILE  
 CONCRETE: CONCRETE FOR THE CAP SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 5000  
 PSI AT THE END OF 28 DAYS.

REINFORCING STEEL: ALL REINFORCEMENT SHALL BE 60K PSI MINIMUM YIELD NEW BILLET STEEL IN  
 ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAYS SHALL BE A MINIMUM OF 3 BARS AND THE  
 PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI AND MANUAL OF STANDARD PRACTICE  
 CODES.

STRUCTURAL LUMBER: ALL DIMENSIONAL LUMBER TO BE PRESSURE TREATED #1 GRADE (SYP) OR BETTER  
 (BEAMS TO BE NON-DENSE SELECT STRUCTURAL) AND COMPLY WITH A.I.T.C. 109-65 SPECIFICATIONS.  
 HARDWARE: ALL HARDWARE TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-152-70 OR AS  
 SPECIFIED.

BOLTS: ALL MACHINE BOLTS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A307-82K.

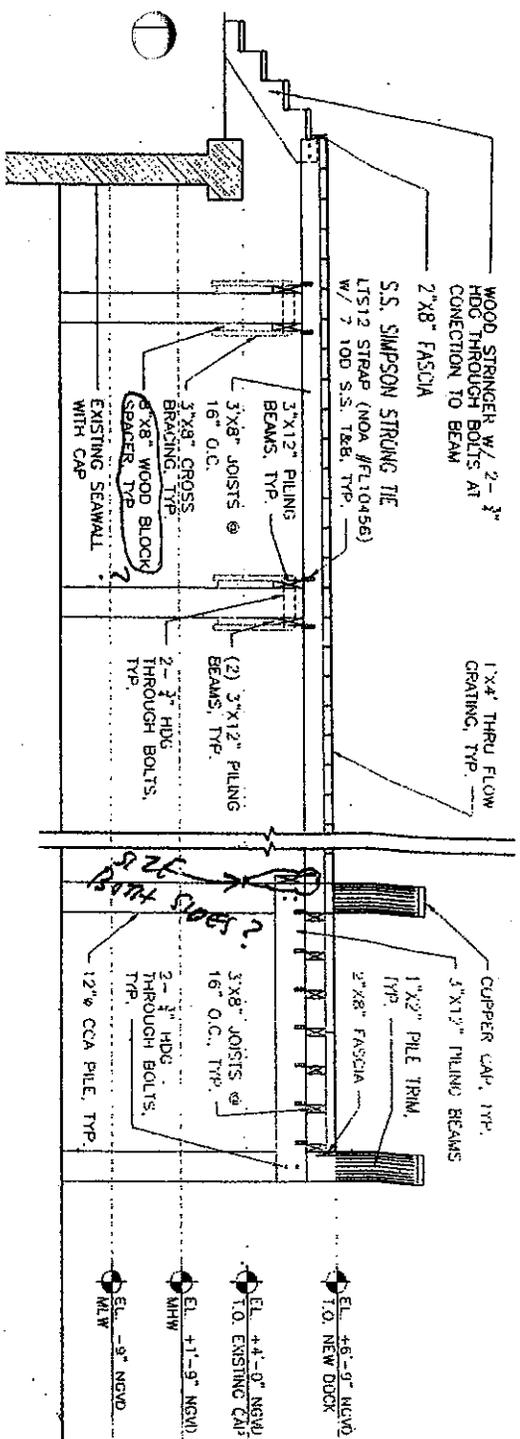
**- ALL EXISTING STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED TO BE REMOVED.**  
**- THIS DRAWING IS THE PROPERTY OF S.M.C. CONSULTING ENGINEERS AND ARCHITECTS, INC. AND IS AN**  
**INSTUMENT OF SERVICE. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR PART WITHOUT THE**  
**EXPRESS WRITTEN PERMISSION OF S.M.C. CONSULTING ENGINEERS AND ARCHITECTS, INC.**

NAME: *[Signature]*  
 DATE: 3/27/11

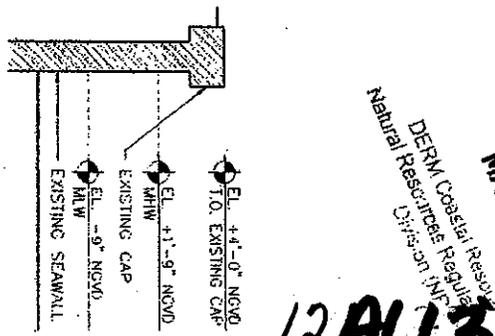
**RECEIVED**  
 MAR 28 2011  
 DERM Coastal Resources Section  
 Natural Resources Regulatory Division (NRRD)

<p><b>A-2</b> 2 OF 3</p>	<p><b>PROPOSED DOCK &amp; BOAT LIFT</b></p> <p>OWNER:                  MRS. KAROLINE PETERS                  1820 South Treasure Drive                  North Bay Village, Florida</p>	<p><b>S.M.C.</b></p> <p>SOUTH FLORIDA MARINE CONSTRUCTION, INC.                  15400 WOODBRIDGE BLVD                  PALM BEACH GARDENS, FL 33411                  PH: 561-845-1111                  FAX: 561-845-1112</p>
	<p>DATE: 3/27/11</p>	

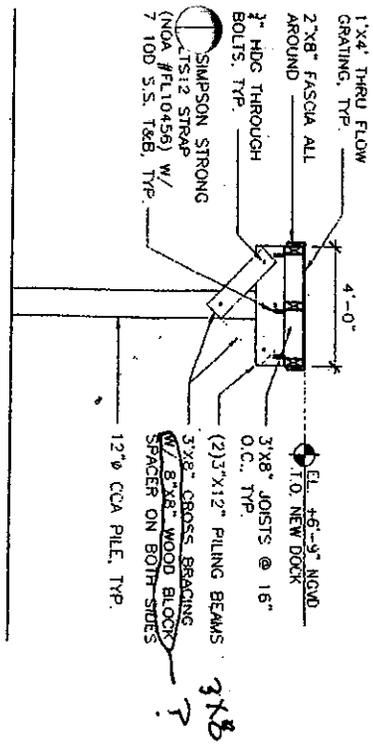
12A(12)



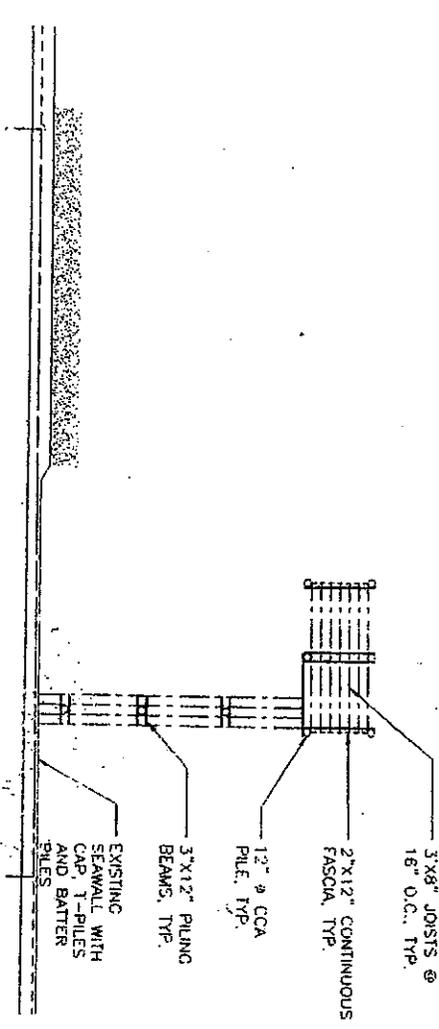
DOCK SECTION AA  
1/4" = 1'-0"



EXISTING SECTION  
1/4" = 1'-0"



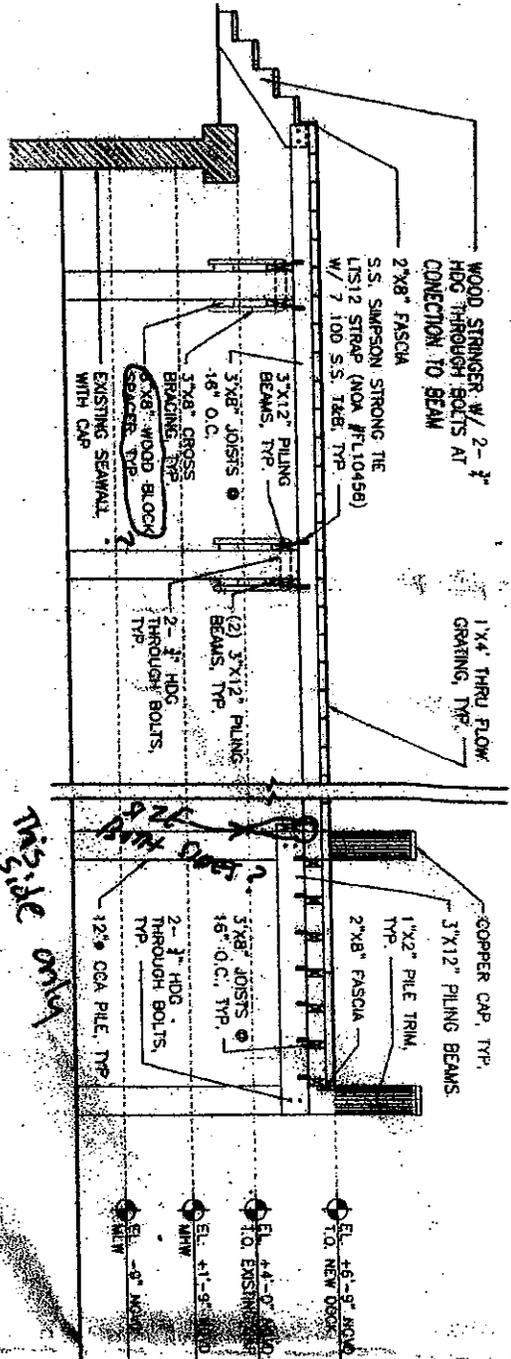
DOCK SECTION BB  
1/4" = 1'-0"



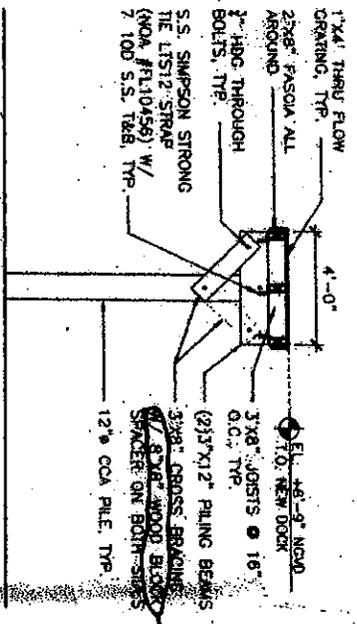
<p><b>A-3</b> 3 OF 3</p>	<p>DATE: 3/29/11</p>	<p>PROJECT No. #11 NOK 016 2010</p>	<p>DESIGNED BY: [Signature]</p>	<p>PROPOSED DOCK &amp; BOAT LIFT</p>
	<p>NAME: [Signature]</p>	<p>DATE: 3/29/11</p>	<p>DRAWN BY: [Signature]</p>	<p>MRS. KAROLINE PETERS 1520 South Treasure Drive North Bay Village, Florida</p>

10101

**RECEIVED**  
MAR 29 2011  
Natural Resource Resour. Division (NRF)  
DERM Coastal Resource  
S.M.C. SOUTHERN MARINE CONSTRUCTION INC.  
FOUNDATION SPECIALISTS  
PH PILES-WOOD PILES-AUGER CAST  
PILES- PRESTRESSED PILES-SHEET STEEL



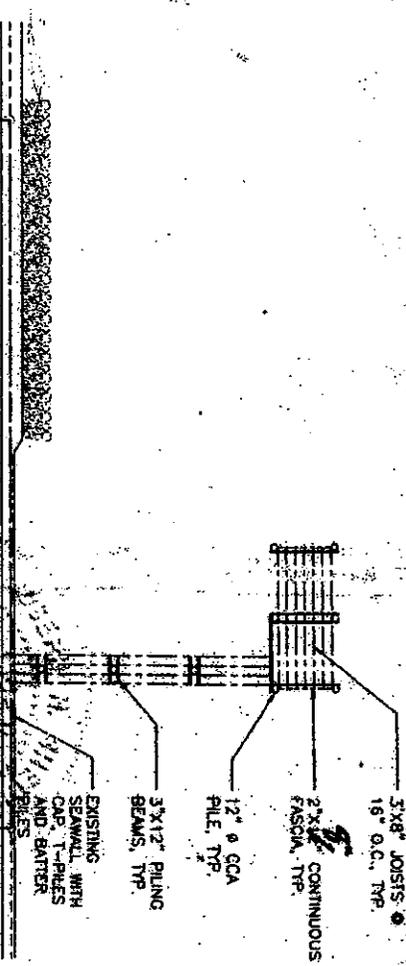
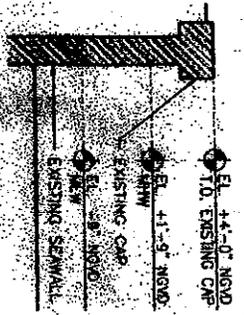
DOCK SECTION AA  
1/4" = 1'-0"



DOCK SECTION BB  
1/4" = 1'-0"

*Handwritten note:* 12" CCA PILE ONLY

EXISTING SECTION  
1/4" = 1'-0"



**DESIGNING REVISION**  
**PRELIMINARY APPROVAL**

NAME: *[Signature]*  
DATE: 3/29/11

**RECEIVED**  
MAR 29 2011  
DEERL Coastal Resource Section  
Natural Resource Reg. Division

**A-3**  
3 OF 3

DESIGNED BY: **MRS. CAROLINE PETERS**  
1820 South Treasure Drive  
North Bay Village, Florida

**S.M.C.**  
S.M.C. Construction Inc.  
12345 South Industrial Blvd.  
Tampa, FL 33610  
TEL: 813-888-8888 FAX: 813-888-8888



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### **CITY OF NORTH BAY VILLAGE** **NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, OCTOBER 11, 2011** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COMMISSION CHAMBERS AT 1700 KENNEDY CAUSEWAY, #132, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE CITY COMMISSION WILL CONSIDER THE FOLLOWING MATTER DURING PUBLIC HEARING:

1. **A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR MODIFICATIONS TO PREVIOUSLY APPROVED PLANS FOR CONSTRUCTION OF A DOCK.**

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE CITY COMMISSION C/O THE CITY CLERK, 1700 KENNEDY CAUSEWAY, #132, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE CITY CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

1 Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

12A(15)

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY CITY-SPONSORED PROCEEDING, PLEASE CONTACT (305) 604-2489 (VOICE), (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC  
CITY CLERK  
September 30, 2011



**City of North Bay Village**

**Administrative Offices**

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: 1520 South Treasure Drive  
Lot 23, Block 1  
Treasure Island  
North Bay Village, FL 33141

**Request for Building Permit for Dock Construction**

I, Yvonne P. Hamilton, City Clerk hereby certify that the petition filed hereto attached for the above-referenced property is complete as per Section 152.096(A)(2) of the City of North Bay Village Code of Ordinances.

Dated this 2<sup>nd</sup> day of September 2011.

Yvonne P. Hamilton  
City Clerk

(October 11, 2011 City Commission Meeting)

Mayor  
**Corina S. Esquijarosa**

Vice Mayor  
**Connie Leon-Kreps**

Commissioner  
**Frank Rodriguez**

Commissioner  
**Eddie Lim**

Commissioner  
**Dr. Paul Vogel**

**12A(17)**



## City of North Bay Village

### Administrative Offices

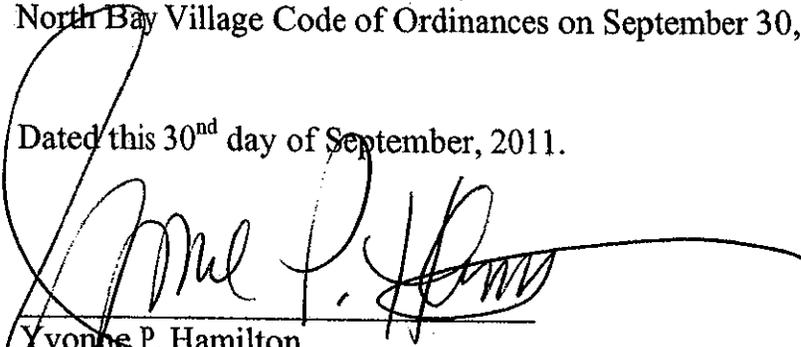
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: 1520 South Treasure Drive  
Lot 23, Block 1  
Treasure Island  
North Bay Village, FL 33141

### Request for Building Permit for Dock Construction

I, Yvonne P. Hamilton, City Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the City of North Bay Village Code of Ordinances on September 30, 2011.

Dated this 30<sup>nd</sup> day of September, 2011.



Yvonne P. Hamilton  
City Clerk

(City of North Bay Village City Commission – October 11, 2011)

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

12A (18)



## City of North Bay Village

### Administrative Offices

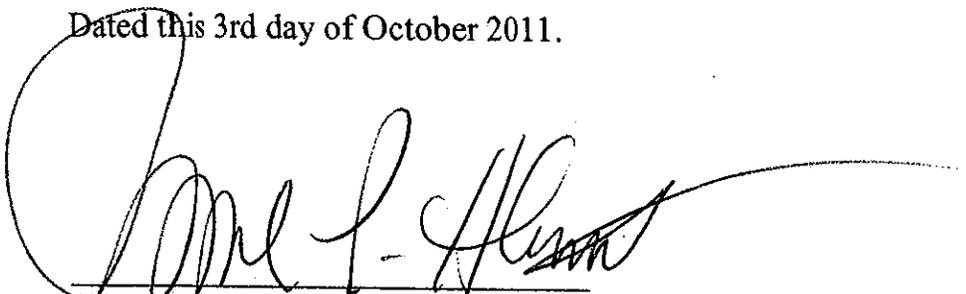
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: 1520 South Treasure Drive  
Lot 22, Block 1  
Treasure Island

### Request for Building Permit for Dock Construction

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on October 11, 2011 was posted at the above-referenced property on October 1, 2011.

Dated this 3rd day of October 2011.

  
\_\_\_\_\_  
Yvonne P. Hamilton  
City Clerk

(10/11/2011 City Commission Meeting)

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

12A(19)

Owner/Occupant  
7505 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Bounty Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Buccaneer Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1471 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1541 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1470 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1510 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1560 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7509 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Bounty Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Buccaneer Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1501 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1571 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1480 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1540 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1570 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Bounty Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Buccaneer Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1521 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1460 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1500 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1550 S. Treasure Drive  
N. Bay Village, FL 33141



### CITY OF NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, NOVEMBER 8, 2011 AT 7:30 PM, OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COMMISSION CHAMBERS AT 1700 KENNEDY CAUSEWAY, #132, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE CITY COMMISSION WILL CONSIDER THE FOLLOWING MATTERS DURING PUBLIC HEARING:

- AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 54 "EMERGENCY MANAGEMENT," CHAPTER 93, "FIRE PREVENTION," CHAPTER 96, "NUISANCES, NOISE," CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS," CHAPTER 135, "OFFENSES AGAINST PUBLIC PEACE AND SAFETY," AND CHAPTER 153, "CODE ENFORCEMENT," TO ADDRESS FIREARM REGULATIONS PREEMPTED BY STATE LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
- A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR MODIFICATIONS TO PREVIOUSLY APPROVED PLANS FOR CONSTRUCTION OF A DOCK.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT OR TO EXPRESS THEIR VIEWS IN WRITING, ADDRESSED TO THE CITY COMMISSION C/O THE CITY CLERK, 1700 KENNEDY CAUSEWAY, #132, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

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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 CITY-SPONSORED PROCEEDING, PLEASE CONTACT (305) 604-2489 (VOICE), (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC  
CITY CLERK  
October 21, 2011



### NOTICE BY BAL HARBOUR VILLAGE OF THE INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given to all owners of lands located within the gated residential section of the boundaries of Bal Harbour Village, Florida, (the "Village"), within the County of Miami-Dade, which area is described as follows:

- a. Lots 1 through 3, Block 12A, Resubdivision of Residential Section of Bal Harbour, Plat Book 53, page 15.
- b. All of Blocks 1, 2, 3, 4, 5 and 6, Residential Section of Bal Harbour, Plat Book 44, page 98.
- c. All of Blocks 9, 10, 11 and 12, Residential Section of Bal Harbour, Plat Book 44, page 98.
- d. Tract E, Residential Section of Bal Harbour, Plat Book 44, page 98.

(Excluding Lots 1 and 2 of Block 1 and Lot 3 of Block 12A of District 3 as such District 3 is described in Village Code Sec. 18-111(3));

that the Village intends to use the uniform method for collecting non-ad valorem assessments levied by the Village, as set forth in Section 197.3632, Florida Statutes, and that the Village Council will hold a public hearing on **Tuesday, November 15, 2011 at approximately 7:00 PM** at Village Hall 655 - 96<sup>th</sup> Street, Bal Harbour, FL 33154.

The purpose of the public hearing is to consider the adoption of a Resolution authorizing the Village to use the uniform method of collecting non-ad valorem assessments to fund the costs and expenses incurred by the Village for the provision of services, facilities or programs for security and landscape purposes (the "Security and Landscape Program") within the gated residential section described above. If adopted, the non-ad valorem assessment may be levied for the first time for collection by the uniform method for the fiscal year beginning October 1, 2012 and for each year thereafter until discontinued.

Interested parties may appear at the public hearing and be heard regarding the Village's intent to use the uniform method of collecting such non-ad valorem assessments. If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based (F.S. 286.0105).

All persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding (Americans with Disabilities Act of 1990).

Elicia L. Horvath, MMC, Village Clerk, 655-96<sup>th</sup> Street, Bal Harbour, FL 33154

12A(22)

# Memo

To: Mayor and City Commission Members

cc: Robert Daniels, Interim City Manager 

From: Kathy Mehaffey, City Attorney's Office

Date: November 8, 2011

Re: Ordinance Revising Code to Address 2011 Legislative Preemption and Penalties for Firearms Regulations

---

**RECOMMENDATION:** Approve the attached ordinance on second reading. The Ordinance proposes to change those portions of the Code which should be revised to eliminate conflict with the State preemption and avoid the potential for sanctions. Specifically, conflicts were identified in the following locations:

- Chapter 93, "Fire Prevention,"
- Chapter 96, "Nuisances, Noise,"
- Chapter 110, "General Licensing And Other Provisions,"
- Chapter 135, "Offenses Against Public Peace And Safety;" and
- Chapter 153, "Code Enforcement."

**BACKGROUND:** Chapter 790, Florida Statutes, regulates weapons and firearms throughout the State. Section 790.33, F.S., adopted in 1987 preempts all local regulations related to ammunition and firearms. The Florida Legislature, during its 2011 session, adopted HB 45 which revises Section 790.33, F.S., and provides significant penalties, both personal and corporate, to any person or organization *adopting* or *enforcing* local ammunition or firearm regulations which are preempted by the State.

**Attachments**    1: Ordinance  
                          2: Memo Summarizing State Laws Governing Firearms and Legislative Alert re House Bill 45 from Florida League of Cities

**12B(1)**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 54 "EMERGENCY MANAGEMENT," CHAPTER 93, "FIRE PREVENTION," CHAPTER 96, "NUISANCES, NOISE," CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS," CHAPTER 135, "OFFENSES AGAINST PUBLIC PEACE AND SAFETY," AND CHAPTER 153, "CODE ENFORCEMENT," TO ADDRESS FIREARM REGULATIONS PREEMPTED BY STATE LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City Commission of the City of North Bay Village (the "City") recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the City's regulations are current and consistent with the requirements of Florida Law; and

**WHEREAS**, the Florida Statutes were amended in 1987 to address the regulation of ammunition and firearms throughout the state and pre-empt the regulation of that field to the State; and

**WHEREAS**, the City has previously conformed to the firearm preemption by simply not enforcing any City Code provision which was inconsistent with the preemption; and

**WHEREAS**, the Florida Legislature has, by the adoption of House Bill 45 during the 2011 session, further expanded the preemption of the field of firearms and ammunition , and adopted additional penalties and repercussions for the adoption and enforcement of preempted local regulations of firearms; and

**WHEREAS**, the City Commission desires to eliminate preempted regulations of ammunition and firearms from the City's Code; and

**WHEREAS**, ammunition and firearms are addressed in Chapter 54 “Emergency Management,” Chapter 93, “Fire Prevention,” Chapter 96, “Nuisances, Noise,” Chapter 110, “General Licensing and Other Provisions,” Chapter 135, “Offenses Against Public Peace and Safety,” and Chapter 153, “Code Enforcement;” and

**WHEREAS**, the City Commission has reviewed this Ordinance at a duly noticed hearing and determined that it is consistent with State Law; and

**WHEREAS**, the City Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

**Section 1. Recitals Adopted.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 2. City Code Amended.** That Chapter 54 “Emergency Management” of the City of North Bay Village Code of Ordinances is hereby amended to read as follows:<sup>1</sup>

**Chapter 54 EMERGENCY MANAGEMENT**  
**§ 54.05 Declaration of a state of emergency.**

- (a) The City Manager shall have the sole authority to declare a state of emergency.
- (b) Any declaration of a state of emergency and all emergency regulations activated under the provisions of this article shall be confirmed by the City Council by resolution no later than at the next regular meeting, unless the nature of the emergency renders a meeting of the City Council impossible. Confirmation of the emergency declaration shall disclose the reasons for actions proposed and taken to manage the emergency, and other pertinent data relating to the emergency requiring the declaration.

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<sup>1</sup> Additions to existing city code text are shown by underline; deletions from existing city code text are shown by ~~strikethrough~~.

- (c) Emergency resolutions authorized by this article may include, but are not limited to, the following subjects:
- (1) Evacuation;
  - (2) Curfews; declaration of areas off limits;
  - (3) Suspension or regulation of the sale of, or offer to sell, with or without consideration; alcoholic beverages; ~~ammunition;~~ ~~firearms;~~ explosives; or combustibles;
  - (4) Prohibiting the sale of merchandise, goods or services at more than the average retail price;
  - (5) Water use restrictions;
  - (6) Suspension of local building regulations;
  - (7) Regulating the use of and rationing of fuel, ice and other essentials;
  - (8) Emergency procurement procedures.

**§ 54.07 Police emergencies.**

(a) An emergency may be declared because of civil unrest or imminent threat to public peace or order when the Chief of Police, or if unavailable, the next highest ranking officer in the Police Department chain of command certifies to the City Manager that an emergency condition arising from hostile actions of others, armed or unarmed or other imminent threat to public peace or order, requires extraordinary measures for control, including, but not limited to curfew; blockade; proscription of the sale of ~~firearms,~~ other weapons or alcohol beverages; explosives and combustibles; evacuation; and other similar actions. The City Manager may issue a declaration of a state of emergency in accordance with § 2-319. This section shall not apply to firearms as regulated by Chapter 790, Florida Statutes.

**Section 3. City Code Amended.** That Section 93.04 "Explosives" of Chapter 93, "Fire Prevention," of the City of North Bay Village Code of Ordinances is hereby amended to read as follows:

**Chapter 93 FIRE PREVENTION**

**§ 93.04 Explosives.**

Whoever, in the city, shall commit, or shall aid, abet, or assist another in committing any of the following, shall be guilty of an offense against the city.

(A) Keeping dynamite, nitroglycerine, ~~gun powder~~, gasoline, or kerosene in excess of 50 gallons, or other explosive or highly inflammable substance without a written permit from the City Commission.

(B) Exploding or blasting with any explosive substance without written permit from the City Commission, or at a time or place not so permitted.

**Section 4. City Code Amended.** That Section 96.14 "Discharge of guns, firecrackers, and the like" of Chapter 96, "Nuisances, Noise," of the City of North Bay Village Code of Ordinances is hereby amended to read as follows:

#### **Chapter 96 NUISANCES, NOISE**

##### **§ 96.14 Discharge of guns, firecrackers, and the like.**

It shall be unlawful to fire or discharge a ~~gun~~, squibs, firecrackers, ~~gunpowder~~, or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except on proclamation or by written permission of the City Manager.

**Section 5. City Code Amended.** That Chapter 110, "General Licensing and Other Provisions," of the City of North Bay Village Code of Ordinances is hereby amended to read as follows:

#### **Chapter 110 GENERAL LICENSING AND OTHER PROVISIONS**

##### ~~§ 110.14 Issuing business tax receipts gun dealers; fees.~~

~~(A) Definitions. For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~(1) Firearm. Any revolver, pistol, rifle, shotgun, machine gun, destructive device or other weapon which expels a projectile by the action of an explosive, unless otherwise indicated.~~

~~(2) Sale. All transfers, assignments, pledges, leases, loans, barter or gifts.~~

~~(3) Saturday night special. Any firearm which is 32 caliber or smaller, whose barrel is less than three inches, except those whose frame is an investment cast of forged steel, or investment cast of forged high intensity alloy.~~

~~(B) Business tax receipt required: Every person engaged in the business of selling firearms at retail shall obtain a certificate pursuant to this section.~~

~~(C) Business tax receipt procedures: No business tax receipts shall be issued under this section until the City Manager has examined the applicant and obtained certain information as follows:~~

~~(1) Prohibition. It shall be unlawful for any person, as provided in this section, to engage in the business of selling firearms without obtaining a Business tax receipt. This Business tax receipt requirement applies to persons in the firearms business or in the business of gunsmithing, and does not apply to isolated sales, transfers or trades between individuals who are not regularly engaged in the sale or offering for sale of firearms.~~

~~(2) Application for business tax receipts; content. Applicants for business tax receipts to sell firearms under this section must file with the City Clerk their applications in duplicate in the form prescribed by the City Manager. All applications must be signed and verified by all persons in whose names the receipt is to be issued. The application shall state the full name, age, residence, present and previous occupations of each person so signing the same, and shall also specify the complete name, address and location of the place of business, as well as other facts as may be required by the City Manager to show the good character, competency and integrity of each person signing the application or otherwise involved in the business.~~

~~(3) Demonstration of knowledge of City, county state and federal laws applicable to sale of firearms required; fees.~~

~~(a) As part of the application procedure for a receipt to sell firearms, two forms of receipts shall be devised. The first receipt shall be the dealer receipt, which shall be issued to the owner, whether corporate or individual, of any business which sells firearms at retail, for a business tax of \$300.00; the second shall be the employee receipt, which shall be issued for a fee of \$300.00 to any employee who is engaged as an agent or employee in the retail sale of firearms.~~

~~(b) It shall be the duty of the City Manager or his designee, with the advice of the Police Chief, to prepare a manual from which questions on a short written examination will be taken so that the applicant, whether a dealer or employee, shall show his knowledge of federal, state, county, and City laws governing firearm sales and ownership. If the applicant should have difficulty with the written or spoken English language, which seriously impairs his ability to demonstrate his knowledge of such laws, special provisions shall be made through an interpreter or otherwise, for the administration of the required written examination to such person. In the event of failure, the applicant may retake the test seven days from date of examination; however, no person shall be allowed to take this test more than three times in a 12 month period.~~

- ~~(4) Investigation of application fingerprinting.—~~
- ~~(a) The City Manager shall require, upon the initial application for applicants for receipts to be fingerprinted, and shall require them to attach to their initial applications their photographs. The Chief of Police may make a records check of each applicant. The Chief of Police shall make a complete investigation of the applicant only when so directed by the City Manager.~~
- ~~(b) The applicant's fingerprints shall be searched for any previous criminal record and shall be placed on file by the Chief of Police of the City.~~
- ~~(5) Issuance of receipt. Upon completion of an investigation showing the statements on the application to be true, and the taking and passing of the required written examination on gun control laws and the sale of firearms, and due inquiry into the good character, competency and integrity of the applicant, if the City Manager is satisfied as to the applicant's good character, competency and integrity, a receipt shall be issued to the applicant by the City Clerk, provided that:—~~
- ~~(a) No receipt may be issued to any person who has been convicted of a felony and whose civil rights have not been restored, or who is under 18 years of age.~~
- ~~(b) No receipt may be issued solely in the name of a corporation, firm, partnership, company, or other legal entity, but the corporate name may be listed on the receipt.~~
- ~~(6) File of applications and receipts. After disposition of the application, the original shall be maintained in the files of the City Clerk. The duplicate copy and all renewal receipts shall be filed with the Chief of Police. Attached thereto shall be information as to the final disposition of the application.—~~
- ~~(7) Conditions; revocation. A receipt issued in accordance with the provisions of this section is subject to the following conditions, for breach of any of which the certificate is subject to revocation:—~~
- ~~(a) The business shall be carried on only in the premises designated in the receipt.~~
- ~~(b) The receipt or a copy certified by the issuing authority shall be displayed in a conspicuous place on the premises in which the business is conducted where it can be easily read.~~
- ~~(c) No handgun, or imitation thereof, shall be placed in any display window of the premises.~~

~~(d) No handgun shall be delivered until 72 hours after the sale has been completed, unless the purchaser is the possessor of a valid license or permit to carry firearms issued within the state, which license to carry shall be displayed at time of sale, except where an operable firearm is traded for another operable firearm, provided, however, that the provisions of this division shall not apply to duly employee federal, state, county or municipal law enforcement officers.~~

~~(e) A true record of every sale of firearms shall be kept by the receipt holder in accordance with the provisions of division (D)(3) of this section, on a form prescribed by the Chief of Police, and a copy of the record of each sale shall be mailed to the Chief of Police within 24 hours of the delivery of the firearm. All firearms with overall length of 26 1/2 inches shall be excluded from this requirement.~~

~~(f) The following shall also constitute grounds for revocation of the receipt:~~

~~1. Conviction of the receipt holder of any felony.~~

~~2. Any grounds for which the receipt could have been refused when applied for.~~

~~3. Conviction for violation of division (C)(4) of this section.~~

~~(g) Upon revocation, the receipt holder shall be entitled to an immediate hearing before the City Manager or his designee upon the merits to obtain reinstatement of said receipt. The circuit court shall review orders denying a holder of a receipt to sell and orders denying reinstatement of a revoked receipt.~~

~~(8) Certificates nontransferable; expiration date; renewals:—~~

~~(a) Receipts under this section are not transferable. It shall be unlawful for any receipt holder to assign, sell, lease or in any manner transfer or attempt to sell, lease or in any manner transfer said receipt or any rights or duties thereunder.~~

~~(b) If, during the term of the receipt, a person so certificated ceases to engage in the said business or ceases to sell firearms, said receipt may be surrendered to the City, which shall thereby relieve said person from future responsibility under the receipt.~~

~~(c) Any certificated employee may work at any other certificated dealer premises in the City without notice of transfer to the City Commission.~~

~~(d) Annual renewal for either dealer or employee receipts shall be a form listing the name, address, company name and address, City certificate number, and notarized signature of the applicant and shall require payment of a renewal fee of \$300.00.~~

~~(9) The receipt required by this section shall be in addition to any firearms receipt required by state and federal law.~~

~~(D) Prohibited sales of firearms; registration of sales. The following restrictions shall apply to all sales of firearms:—~~

~~(1) Sales prohibited to certain persons:—~~

~~(a) It shall be unlawful person to sell, loan or furnish any firearm or ammunition to any person who he knows, or has reasonable cause to believe is under the influence of alcohol or any narcotic, drug, stimulant, or depressant, or who is of unsound mind, or to any minor under the age of 21 years. In addition to all other penalties, such unlawful sale, loan, or furnishing shall be grounds for revocation of any receipt issued by the City to such person.~~

~~(b) It shall be unlawful for a dealer holding a business tax receipt to sell, deliver, transfer, or furnish any firearm to any person in the City unless the purchaser has passed a short written examination prescribed herein by the City Manager or his designee demonstrating the applicant's knowledge of federal, state, county, and City firearm laws. The purchaser must also demonstrate his ability to safely handle the firearm to be purchased.~~

~~1. Persons who have successfully completed the above procedures in the course of purchasing a handgun shall not be required to repeat such procedures in any given year in order to purchase another handgun of the same type and caliber previously purchased. If the purchaser shall have difficulty with the written, or spoken English language, which seriously impairs his ability to demonstrate his knowledge of such laws and his ability to safely handle said handgun special provisions shall be made through an interpreter or otherwise for the administration of the required written examination and qualification procedure to such person. In the event of failure, the applicant may retake the test seven days from the date of examination, however, no person shall be allowed to take this text more than three times in a 12 month period as a result of such failure.~~

~~2. The above prescribed procedure shall be administered only by duly certificated dealers or sales persons under this chapter. The results of the testing shall be forwarded to the Chief of Police. The signature of the purchaser upon the prescribed form shall serve as a release of the transferor from all civil liability as a result of carrying out this section.~~

~~(2) Prohibited sales:—~~

~~(a) It shall be unlawful to sell any firearm whose serial number has been altered, changed, disfigured or defaced.~~

~~(b) It shall be unlawful for any person to sell or otherwise transfer any "Saturday Night Special" as defined in division (A)(3) of this section or offer or expose for sale or transfer any such "Saturday Night Specials."~~

~~1. Notwithstanding the foregoing provisions of this section, the sale of Saturday night specials to law enforcement agencies or for authorized military use shall not be subject to the limitation herein set forth.~~

~~2. Division (D)(2)(b)1. shall not apply to wholesale dealers in their business intercourse with retail dealers nor to retail dealers in their business intercourse with other retail dealers nor to wholesale or retail dealers in the regular or ordinary transportation of unloaded firearms, merchandise by mail, express, or other mode of shipment, to points outside the country, nor to sales or transfer of firearms that do not use a self-containing cartridge.~~

~~(3) Registration of sales and transfers required; penalty.—~~

~~(a) Register.~~

~~1. Every person engaged in the business of selling, leasing, or otherwise transferring firearms of a size capable of being readily concealed on the person, whether such seller, lessor or transferor is a retail dealer, pawnbroker, or otherwise, shall keep a register in which shall be entered the date and time of sale, lease or transfer; the place where sold, leased or transferred; the make, model, manufacturer's number, caliber or other marks of identification of such firearms; the purchaser's name, address, color, sex, age, weight, height, complexion, color of hair, birthplace, place of residence, length of residence, occupation, employer, and the date and time of delivery.~~

~~2. The vendor of such firearms shall give notice of such sale, including the description of said firearm, to the Chief of Police of the City and to the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms, within 24 hours.~~

~~(b) Purchaser and seller to sign. The person to whom such firearm is sold, leased or otherwise transferred shall sign and the dealer shall require him to sign his name and affix his address to the register in duplicate and the salesperson shall affix his signature in duplicate as a witness to the signature of the person to whom such firearm is sold, leased or transferred.~~

~~(c) The person to whom such handgun is sold, leased or otherwise transferred shall wait, and the dealer shall require him to wait a period of 72 hours prior to such person acquiring possession of such handgun.~~

~~(d) Fictitious name prohibited. Any person signing a fictitious name or address in such register is guilty of a violation of this section.~~

~~(e) Exceptions. This division (D)(3) shall not apply to wholesale dealers in their business intercourse with retail dealers nor to retail dealers in their business intercourse with other detail dealers, nor to wholesale or retail dealers in the regular or ordinary transportation of unloaded firearms, merchandise by mail, express or other mode of shipment, to points outside the City, nor to sales or transfer of firearms that do not use a self-containing cartridge.~~

~~(E) Inspection of sales record book. A sales record book, as required by the Federal Firearms Act, shall be open at all reasonable hours for the inspection of any police or peace officer.~~

**Section 6. City Code Amended.** That Section 135.06 "Sale of weapons to minors" of Chapter 135, "Offenses Against Public Peace and Safety," of the City of North Bay Village Code of Ordinances is hereby amended to read as follows:

**Chapter 135 OFFENSES AGAINST PUBLIC PEACE AND SAFETY**

**§ 135.06 Sale of weapons to minors.**

It shall be unlawful for any person to sell, barter, lend, give, or deliver any pistol, dirk, or any other deadly weapon to any minor under 18 years of age. This section shall not apply to firearms as regulated by Chapter 790, Florida Statutes.

**Section 7. City Code Amended.** That Section 153.04 "Schedule of civil penalties" of Chapter 153, "Code Enforcement," of the City of North Bay Village Code of Ordinances is hereby amended to read as follows:

**Chapter 153 CODE ENFORCEMENT**

**§ 153.04 Schedule of civil penalties.**

93.04(A)	Keeping dynamite, nitroglycerine, <del>gun powder</del> , etc. without a permit	200.00
***	***	***
96.14	<del>Firing guns, d</del> Discharging firecrackers, and the like	100.00
***	***	***

**Section 8. Repeal.** That all ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict. Further, that any rule, regulation, ordinance or resolution that purports to regulate firearms in a manner contrary to the preemption provided by Sec. 790.33 F.S., is hereby repealed to the extent preempted and shall be deemed to be stricken from any compilation of rules and regulations for municipal facilities or premises.

**Section 9. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 10. Inclusion in the Code.** That it is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 11. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

The motion to approve the foregoing Ordinance on first reading was made by Vice Mayor Connie Leon-Kreps, seconded by Commissioner Eddie Lim.

**THE VOTES WERE AS FOLLOW:**

Mayor Corina S. Esquijarosa	<u>Absent</u>
Vice Mayor Connie Leon-Kreps	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Absent</u>
Commissioner Paul Vogel	<u>Yes</u>

**APPROVED ON FIRST READING** during a regular session of the City Commission of North Bay Village this day of \_\_\_\_\_ 2011.

**FINAL VOTE ON ADOPTION:**

Mayor Corina S. Esquijarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ENACTED BY THE CITY COMMISSION OF  
NORTH BAY VILLAGE, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

\_\_\_\_\_  
**Corina S. Esquijarosa,  
Mayor**

\_\_\_\_\_  
**Yvonne Hamilton, City Clerk**

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

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

City of North Bay Village Ordinance-Fire Arms Regulations



## City of North Bay Village

### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 30, 2011

**TO:** Yvonne P. Hamilton, CMC  
City Clerk

**FROM:** Robert Daniels  
Interim City Manager 

**SUBJECT:** Introduction of Resolution

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

**AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 54 "EMERGENCY MANAGEMENT," CHAPTER 93, "FIRE PREVENTION," CHAPTER 96, "NUISANCES, NOISE," CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS," CHAPTER 135, "OFFENSES AGAINST PUBLIC PEACE AND SAFETY," AND CHAPTER 153, "CODE ENFORCEMENT, "TO ADDRESS FIREARM REGULATIONS PREEMPTED BY STATE LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**12B(13)**

# Memo

To: Mayor and City Commission Members

cc: Robert Daniels, Interim City Manager

From: Kathy Mehaffey, City Attorney's Office

Date: October 3, 2011

Re: Ordinance Revising Code to Address 2011 Legislative Preemption and Penalties for Firearms Regulations

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**RECOMMENDATION:** The attached ordinance is proposed to change those portions of the Code which should be revised to eliminate conflict with the State preemption and avoid the potential for sanctions. Specifically, conflicts were identified in the following locations:

- Chapter 93, "Fire Prevention,"
- Chapter 96, "Nuisances, Noise,"
- Chapter 110, "General Licensing And Other Provisions,"
- Chapter 135, "Offenses Against Public Peace And Safety;" and
- Chapter 153, "Code Enforcement."

**BACKGROUND:** Chapter 790, Florida Statutes, regulates weapons and firearms throughout the State. Section 790.33, F.S., adopted in 1987 preempts all local regulations related to ammunition and firearms. The Florida Legislature, during its 2011 session, adopted HB 45 which revises Section 790.33, F.S., and provides significant penalties, both personal and corporate, to any person or organization *adopting* or *enforcing* local ammunition or firearm regulations which are preempted by the State.

Specifically, the preemption states (existing preemption, as coupled with the amendment effective October 1, 2011):

Section 790.33 Field of regulation of firearms and ammunition preempted.

- (1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations

**12B(14)**

or rules adopted by local or state government relating thereto. Any such existing ordinances, rules or regulations are hereby declared null and void.

Portions of the Code still address firearms. Previously there were no penalties for having firearm regulations and a local government may simply have chosen not to enforce preempted firearm regulations. However, the new penalties enacted by the legislature are serious enough that we recommend removing the provisions from the City Code to avoid the possibility of some Official or employee overlooking the preemption in the future.

**The new penalties for adopting or enforcing firearms regulations in violation of the preemption are extremely onerous and apply not only to the City itself, but also to the individual elected or appointed officials adopting regulations or enforcing regulations. Specifically, from and after October 1, 2011, the repercussions of adopting or enforcing preempted firearm regulations include:**

- Court Injunction against enforcement
- Knowing and willful violation – up to a \$5,000 fine against the elected or appointed local government official under whose jurisdiction the violation occurred.
- Public funds may not be used or reimbursed for the defense of a person found to have willfully and knowingly violated the statute.
- Violation is cause for termination of employment or removal from office by the Governor.
- Prevailing Plaintiff's attorney's fees, including a contingency fee multiplier.
- Actual damages up to \$100,000.

**Attachments 1: Ordinance**  
**2: Memo Summarizing State Laws Governing Firearms and Legislative Alert re House Bill 45 from Florida League of Cities**



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To: Municipal Officials and Attorneys

From: Ryan Matthews

Date: July 14, 2011

Re: State Laws on Firearms and Ammunition

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During the 2011 Legislative session, the Legislature changed various laws relating to local regulation of firearms and ammunition. Attached is a legislative alert regarding HB 45, and a copy of Enrolled HB 45. This law strengthens the current state preemption with regard to the regulation of firearms, which was passed by the Legislature in 1987. HB 45 provides civil penalties for governments, elected officials and employees who attempt to regulate firearms or ammunition in violation of the preemption. Due to the preemption and new penalty provisions, it is important to consult with your city attorney to identify any local ordinances, rules or regulations that may need to be amended (see attached Alert).

This memo provides a list of state laws regulating firearms and ammunition available for enforcement by local governments. The laws are separated into three sections: (1) laws that apply to all Floridians or universal firearm statutes; (2) laws that apply to those Floridians with a concealed firearms/weapons permit; and (3) other potentially applicable laws.

**Section 1 – Universal firearm statutes**

Generally, Chapter 790, Florida Statutes, regulates the control, possession, sale, discharge, and manufacture of weapons and firearms in the state. Chapter 790 also lists varying penalties depending on the severity of the violation and the violator's criminal background. Section 790.001, Florida Statutes, defines "firearm" to mean any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an

12B(16)

explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term “firearm” does not include an antique firearm unless the antique firearm is used in the commission of a crime.

- Carrying a concealed firearm – A person who does not have concealed weapons permit may not carry a concealed firearm. Section 790.01, Florida Statutes.
- Open carrying of a firearm – A person may not openly carry on or about his person any firearm. Section 790.053, Florida Statutes.
- Discharging firearm in public – A person may not discharge a firearm knowingly in any public place or on the right of way of any paved public road, highway, or street, or occupied premises. This section does not apply to a person who is lawfully defending life or property or performing official duties requiring the discharge of a firearm. Subsection 790.15(1), Florida Statutes.
  - Any person or occupant of any vehicle may not knowingly and willfully discharge a firearm from a vehicle within 1,000 feet of another person. Subsection 790.15(2), Florida Statutes.
  - Any driver or owner of any vehicle, whether or not the owner of the vehicle is occupying the vehicle, may not knowingly direct any other person to discharge a firearm from the vehicle. Subsection 790.15(3), Florida Statutes.
- Using firearms while under the influence of alcoholic beverages, chemical substances, or controlled substances - As used in the law, to “use a firearm” means to discharge a firearm or to have a firearm readily accessible for immediate discharge; and “readily accessible for immediate discharge” means loaded and in a person’s hand. It is unlawful for any person who is under the influence of alcoholic beverages, any chemical substance set forth in s. 877.111, or any substance controlled under chapter 893, when affected to the extent that his or her normal faculties are impaired, to use a firearm. Section 790.151, Florida Statutes.
- Shooting into dwellings, public or private buildings, occupied or not occupied, vessels, aircraft, buses, railroad cars, streetcars, or other vehicles – A person may not, wantonly or maliciously, shoot at, within, or into any public or private building, occupied or unoccupied, or public or private bus or any train, locomotive, railway car, caboose, cable

12B(17)

railway car, street railway car, monorail car, or vehicle of any kind which is being used or occupied by any person, or any boat, vessel, ship or barge lying in or plying the waters of the state, or aircraft flying in the airspace of the state. Section 790.19, Florida Statutes.

- Improper exhibition of firearms – A person may not, in the presence of one or more persons, display a firearm in a rude, careless, angry, or threatening manner except for necessary self-defense. Section 790.10, Florida Statutes.
- Possessing or discharging firearms at a school-sponsored event on school property – A person may not exhibit a firearm, except as authorized in support of school sanctioned activities, in a rude, careless, angry or threatening manner at a school-sponsored event or on the property of any school, school bus, or school bus stop or within 1000 feet of the real property that comprises a public or private elementary school, middle school, or secondary school, during school hours or during the time of a sanctioned school activity. A person also may not possess or discharge a firearm on the property of any school, school bus or school bus stop. For the purposes of this section a “school” means any preschool, elementary school, middle school, junior high school, secondary school, career center, or post-secondary school, whether public or private. Section 790.115, Florida Statutes.
- Crimes in Pharmacies: possession of weapons – A person may not possess a concealed firearm within the premises of a pharmacy. Section 790.145, Florida Statutes.
- Discharging Machine guns – A person may not shoot or discharge any machine gun upon, across, or along any road, street, or highway in the state; upon or across any public park in the state; or in, upon, or across any public place where people are accustomed to assemble in the state. This section does not apply to the use of such machine guns by any law enforcement officer while in the discharge of his or her lawful duty. Section 790.16, Florida Statutes.
- Furnishing firearms to minors under 18 years of age – A person may not knowingly or willfully sell or transfer a firearm to a minor under 18 years of age, except that a person may transfer ownership of a firearm to a minor with permission of the parent or guardian, and the parent or guardian must maintain possession of the firearm. Section 790.17, Florida Statutes.

- Safe storage of firearms required – A person who stores or leaves, on a premise under his or her control, a loaded firearm, as defined in s. 790.001, and who knows or reasonably should know that a minor is likely to gain access to the firearm without the lawful permission of the minor’s parent or the person having charge of the minor, or without the supervision required by law, shall keep the firearm in a securely locked box or container or in a location which a reasonable person would believe to be secure or shall secure it with a trigger lock, except when the person is carrying the firearm on his or her body or within such close proximity thereto that he or she can retrieve and use it as easily and quickly as if he or she carried it on his or her body. Section 790.174, Florida Statutes.
- Use of BB guns, air or gas operated guns, or electric weapons by minor under 16; possession of a firearm by minor under 18– The Florida Statutes do not appear to have a specific regulation relating to the firing of a BB gun by an adult who is over the age of 19; also a BB gun may not be considered to be a “firearm” for purposes of the preemption in section 790.33, Florida Statutes.
  - The use for any purpose of a BB gun, or electric weapons or devices, by an unsupervised minor under the age of 16 is prohibited; supervising adults must have the permission of the minor’s parent that the child may participate in the activity.
  - A minor under 18 years of age may not possess a firearm, other than an unloaded firearm at his or her home, unless: the minor is engaged in a lawful hunting activity or the minor is engaged in a lawful marksmanship activity or recreational shooting competition. Section 790.22, Florida Statutes.
- Possession of short-barreled rifle, short-barreled shotgun, or machine gun - A person may not own or have in his or her care, custody, possession, or control any short-barreled rifle, short-barreled shotgun, or machine gun which is, or may readily be made, operable; but this section shall not apply to antique firearms. Firearms in violation hereof which are lawfully owned and possessed under provisions of federal law are excepted. Section 790.221, Florida Statutes.
- Felons and delinquents; possession of firearms, ammunition, or electronic weapons - A person may not own or to have in his or her care, custody, possession, or control any firearm, if that person has been:

12B(19)

- Convicted of a felony in the courts of this state;
  - Found, in the courts of this state, to have committed a delinquent act that would be a felony if committed by an adult and such person is under 24 years of age;
  - Convicted of or found to have committed a crime against the United States which is designated as a felony;
  - Found to have committed a delinquent act in another state, territory, or country that would be a felony if committed by an adult and which was punishable by imprisonment for a term exceeding 1 year and such person is under 24 years of age; or
  - Found guilty of an offense that is a felony in another state, territory, or country and which was punishable by imprisonment for a term exceeding 1 year.
  - This section shall not apply to a person convicted of a felony whose civil rights and firearm authority have been restored. Section 790.23, Florida Statutes.
- Possession of firearm or ammunition prohibited when person is subject to an injunction against committing acts of domestic violence - A person may not have in his or her care, custody, possession, or control any firearm or ammunition if the person has been issued a final injunction that is currently in force and effect, restraining that person from committing acts of domestic violence, and that has been issued under s. 741.30. Section 790.233, Florida Statutes.
  - Armor-piercing or exploding ammunition or dragon's breath shotgun shells, bolo shells, or flechette shells prohibited - A person may not manufacture, sell, offer to sell, or deliver and a person is restricted from possessing any armor-piercing bullet or exploding bullet, or dragon's breath shotgun shell, bolo shell, or flechette shell. Subsection 790.31(2), Florida Statutes.
  - Field of Regulation of firearms and ammunition preempted - Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state

government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void. Section 790.33, Florida Statutes.

- This subsection shall not affect zoning ordinances which encompass firearms businesses along with other businesses. Zoning ordinances which are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited. Subsection 790.33(1), Florida Statutes.

## **Section 2 – Statutes that pertain to persons with Concealed Firearms/Weapons Permits (CWP)**

In Florida, if a person has registered with the Department of Agriculture and Consumer Services and is legally permitted to carry a registered firearm, there are still general laws with which the person must abide. The state imposes restrictions on places a person is allowed to carry a firearm, which are in addition to federal restrictions.

- Concealed Firearms/Weapons Permit; restrictions – The possession of a concealed firearms/weapons permit does not allow a person to bring a firearm in the following areas. Note the existence or non-existence of a concealed firearms/weapons permit does not preclude a person from violating the law if they possess a firearm in one of the below defined areas:
  - 1. Any place of nuisance as defined in s. 823.05;
    - Subsection 823.05(1), Florida Statutes, provides: whoever shall erect, establish, continue, or maintain, own or lease any building, booth, tent or place which tends to annoy the community or injure the health of the community, or become manifestly injurious to the morals or manners of the people as described in s. 823.01, or any house or place of prostitution, assignation, lewdness or place or building where games of chance are engaged in violation of law or any place where any law of the state is violated, shall be deemed guilty of maintaining a nuisance, and the building, erection, place, tent or booth and the furniture, fixtures, and contents are declared a nuisance.
  - 2. Any police, sheriff, or highway patrol station;

- 3. Any detention facility, prison, or jail;
  - 4. Any courthouse;
  - 5. Any courtroom, except that nothing in this section would preclude a judge from carrying a concealed weapon or determining who will carry a concealed weapon in his or her courtroom;
  - 6. Any polling place;
  - 7. Any meeting of the governing body of a county, public school district, municipality, or special district;
  - 8. Any meeting of the Legislature or a committee thereof;
  - 9. Any school, college, or professional athletic event not related to firearms;
  - 10. Any elementary or secondary school facility or administration building;
  - 11. Any career center;
  - 12. Any portion of an establishment licensed to dispense alcoholic beverages for consumption on the premises, which portion of the establishment is primarily devoted to such purpose;
  - 13. Any college or university facility unless the licensee is a registered student, employee, or faculty member of such college or university and the weapon is a stun gun or nonlethal electric weapon or device designed solely for defensive purposes and the weapon does not fire a dart or projectile;
  - 14. The inside of the passenger terminal and sterile area of any airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft; or
  - 15. Any place where the carrying of firearms is prohibited by federal law. Subsection 790.06(12), Florida Statutes.
- Nonresidents who are United States citizens and hold a concealed weapons license in another state; reciprocity - Notwithstanding s. 790.01, a resident of the United States who is a nonresident of Florida may carry a concealed firearm while in this state if the nonresident:
    - Is 21 years of age or older; and
    - Has in his or her immediate possession a valid license to carry a concealed weapon or concealed firearm issued to the nonresident in his or her state of residence.

- A nonresident is subject to the same laws and restrictions with respect to carrying a concealed weapon or concealed firearm as a resident of Florida who is so licensed. Section 790.015, Florida Statutes.

### **Section 3 – Other Potentially Applicable Laws**

The following section includes other applicable laws that may be appropriate when dealing with the discharge, possession, transfer, or concealment of a firearm.

- General Nuisances – All nuisances that tend to annoy the community, injure the health of the citizens in general, or corrupt the public morals are misdemeanors of the second degree. Section 823.01, Florida Statutes
- Specific Nuisances – Whoever shall erect, establish, continue, or maintain, own or lease any building, booth, tent or place which tends to annoy the community or injure the health of the community, or become manifestly injurious to the morals or manners of the people as described in s.823.01, or any house or place of prostitution, assignation, lewdness or place or building where games of chance are engaged shall be guilty of maintaining a nuisance, and the building, erection, place, tent, or booth and the furniture, fixtures, and contents shall be declared a nuisance. Section 823.05, Florida Statutes.
- Breach of the Peace – Whoever commits such acts as are of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engages in brawling or fighting, or engages in such conduct as to constitute a breach of the peace or disorderly conduct shall be guilty of a misdemeanor. Section 877.03, Florida Statutes.
- Lawful ownership, possession, and use of firearms - The provisions of ss. 790.053 (Open carrying of firearms) and 790.06 (License to carry concealed firearm) do not apply in the following instances, and, despite such sections, it is lawful for the following persons to own, possess, and lawfully use firearms and other weapons, ammunition, and supplies for lawful purposes:
  - Members of the Militia, National Guard, Florida State Defense Force, Army, Navy, Air Force, Marine Corps, Coast Guard, organized reserves, and other

- armed forces of the state and of the United States, when on duty, when training or preparing themselves for military duty, or while subject to recall or mobilization;
- Citizens of this state subject to duty in the Armed Forces under s. 2, Art. X of the State Constitution, under chapters 250 and 251, and under federal laws, when on duty or when training or preparing themselves for military duty;
  - Persons carrying out or training for emergency management duties under chapter 252;
  - Sheriffs, marshals, prison or jail wardens, police officers, Florida highway patrol officers, game wardens, revenue officers, forest officials, special officers appointed under the provisions of chapter 354, and other peace and law enforcement officers and their deputies and assistants and full-time paid peace officers of other states and of the Federal Government who are carrying out official duties while in this state;
  - Officers or employees of the state or United States duly authorized to carry a concealed weapon;
  - Guards or messengers of common carriers, express companies, armored car carriers, mail carriers, banks, and other financial institutions, while actually employed in and about the shipment, transportation, or delivery of any money, treasure, bullion, bonds, or other thing of value within this state;
  - Regularly enrolled members of any organization duly authorized to purchase or receive weapons from the United States or from this state, or regularly enrolled members of clubs organized for target, skeet, or trap shooting, while at or going to or from shooting practice; or regularly enrolled members of clubs organized for modern or antique firearms collecting, while such members are at or going to or from their collectors' gun shows, conventions, or exhibits;
  - A person engaged in fishing, camping, or lawful hunting or going to or returning from a fishing, camping, or lawful hunting expedition;
  - A person engaged in the business of manufacturing, repairing, or dealing in firearms, or the agent or representative of any such person while engaged in the lawful course of such business;

- A person firing weapons for testing or target practice under safe conditions and in a safe place not prohibited by law or going to or from such place;
- A person firing weapons in a safe and secure indoor range for testing and target practice;
- A person traveling by private conveyance when the weapon is securely encased or in a public conveyance when the weapon is securely encased and not in the person's manual possession;
- A person while carrying a pistol unloaded and in a secure wrapper, concealed or otherwise, from the place of purchase to his or her home or place of business or to a place of repair or back to his or her home or place of business.
- A person possessing arms at his or her home or place of business;
- Investigators employed by the several public defenders of the state, while actually carrying out official duties;
  - Construction.—This act shall be liberally construed to carry out the declaration of policy herein and in favor of the constitutional right to keep and bear arms for lawful purposes. This act is supplemental and additional to existing rights to bear arms now guaranteed by law and decisions of the courts of Florida and nothing herein shall impair or diminish any of such rights. This act shall supersede any law, ordinance, or regulation in conflict herewith. Subsections 790.25 (3) and (4), Florida Statutes.
- Possession of a firearm in a Private Conveyance. — It is lawful and is not a violation of s. 790.01 for a person 18 years of age or older to possess a concealed firearm for self-defense or other lawful purpose within the interior of a private conveyance, without a license, if the firearm or other weapon is securely encased or is otherwise not readily accessible for immediate use. Nothing in the statute prohibits the carrying of a legal firearm other than a handgun anywhere in a private conveyance when such firearm is being carried for a lawful use. These laws shall not be construed to authorize the carrying of a concealed firearm or other weapon on the person. This subsection shall be liberally construed in favor of the lawful use, ownership, and possession of firearms and other

weapons, including lawful self-defense as provided in s. 776.012. Subsection 790.25(5), Florida Statutes.

- Protection of the right to keep and bear arms in motor vehicles for self-defense and other lawful purposes – The Legislature has determined that individual citizens have a constitutional right to keep and bear arms, that they have a constitutional right to possess and keep legally owned firearms within their motor vehicles for self-defense and other lawful purposes, and that these rights are not abrogated by virtue of a citizen becoming a customer, employee, or invitee of a business entity. The Legislature finds that a citizen’s lawful possession, transportation, and secure keeping of firearms and ammunition within his or her motor vehicle is essential to the exercise of the fundamental constitutional right to keep and bear arms and the constitutional right of self-defense. The Legislature finds that protecting and preserving these rights is essential to the exercise of freedom and individual responsibility. The Legislature further finds that no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law.
  - No public or private employer may violate the constitutional rights of any customer, employee, or invitee as provided in paragraphs (a)-(e):
    - (a) No public or private employer may prohibit any customer, employee, or invitee from possessing any legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the customer, employee, or invitee is lawfully in such area.
    - (b) No public or private employer may violate the privacy rights of a customer, employee, or invitee by verbal or written inquiry regarding the presence of a firearm inside or locked to a private motor vehicle in a parking lot or by an actual search of a private motor vehicle in a parking lot to ascertain the presence of a firearm within the vehicle. Further, no public or private employer may take any action against a customer, employee, or invitee based upon verbal or written statements of any party

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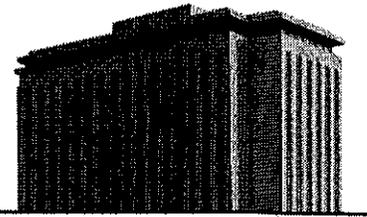
concerning possession of a firearm stored inside a private motor vehicle in a parking lot for lawful purposes. A search of a private motor vehicle in the parking lot of a public or private employer to ascertain the presence of a firearm within the vehicle may only be conducted by on-duty law enforcement personnel based upon due process and must comply with constitutional protections.

- (c) No public or private employer shall condition employment upon either:
  - 1. The fact that an employee or prospective employee holds or does not hold a concealed firearms/weapons license issued pursuant to s. 790.06; or
  - 2. Any agreement by an employee or a prospective employee that prohibits an employee from keeping a legal firearm locked inside or locked to a private motor vehicle in a parking lot when such firearm is kept for lawful purposes.
- (d) No public or private employer shall prohibit or attempt to prevent any customer, employee, or invitee from entering the parking lot of the employer's place of business because the customer's, employee's, or invitee's private motor vehicle contains a legal firearm being carried for lawful purposes, that is out of sight within the customer's, employee's, or invitee's private motor vehicle.
- (e) No public or private employer may terminate the employment of or otherwise discriminate against an employee, or expel a customer or invitee for exercising his or her constitutional right to keep and bear arms or for exercising the right of self-defense as long as a firearm is never exhibited on company property for any reason other than lawful defensive purposes. Section 790.251, Florida Statutes.

While the Florida Legislature has gone to great lengths to ensure local governments may not regulate the area of firearms and ammunitions, the purpose of this memorandum is to provide local governments with the resources with which it may enforce violations of state laws.



# LEGISLATIVE ALERT



## IMMEDIATE ACTION REQUESTED

June 28, 2011

### LOCAL REGULATION OF FIREARMS AND AMMUNITION: PENALTIES FOR VIOLATING STATE PREEMPTION

CS/CS/CS/HB 45 (Rep. Gaetz) imposes a financial penalty on governments, elected officials, or staff that adopts policies or takes enforcement action violating the existing state law preemption of firearms and ammunition regulation. The bill was approved by the Governor, is designated as Chapter No. 2011-109, and becomes effective on October 1, 2011.

Under current law, section 790.33, Florida Statutes, the state has preempted "the whole field of regulation of firearms and ammunition" to the exclusion of any city or county ordinances, regulations or rules. Under HB 45, city officials or employees who willfully and knowingly violate the preemption would be personally liable for a fine of up to \$5,000. A willful and knowing violation of the preemption is also grounds for termination of employment or contract, or removal from office by the governor. Also, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated the preemption. An ordinance, regulation or rule that violates the preemption is to be ruled invalid and a permanent injunction is to be issued prohibiting its enforcement. A government could be liable for actual damages up to \$100,000 and for the plaintiff's attorney's fees. For example, under HB 45, an elected city official passing or a city employee enforcing an ordinance prohibiting guns in parks, discharging guns within city limits, or otherwise restricting guns could be personally liable and the government could also be liable.

Your city attorney should likely review your city's codes for any existing firearms or ammunition related ordinances, regulations or rules. Such an ordinance, regulation or rule should be carefully considered to determine if it violates the state preemption. (Attached is a news article on recent actions taken by Leon County addressing existing ordinances determined by the county attorney to be subject to the state preemption.) The new law is effective October 1, 2011, and your city should have taken any corrective actions prior to this date.

- If you have any questions on this matter, please contact Kraig Conn ([kconn@flcities.com](mailto:kconn@flcities.com)) or Rebecca O'Hara ([rohara@flcities.com](mailto:rohara@flcities.com)), at 850-222-9684.

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CS/CS/CS/HB 45, Engrossed 1

2011 Legislature

1 A bill to be entitled  
2 An act relating to the regulation of firearms and  
3 ammunition; amending s. 790.33, F.S.; clarifying and  
4 reorganizing provisions that preempt to the state the  
5 entire field of regulation of firearms; prohibiting the  
6 knowing and willful violation of the Legislature's  
7 occupation of the whole field of regulation of firearms  
8 and ammunition by the enactment or causation of  
9 enforcement of any local ordinance or administrative rule  
10 or regulation; providing additional intent of the section;  
11 eliminating provisions authorizing counties to adopt an  
12 ordinance requiring a waiting period between the purchase  
13 and delivery of a handgun; providing injunctive relief  
14 from the enforcement of an invalid ordinance, regulation,  
15 or rule; providing a civil penalty for knowing and willful  
16 violation of prohibitions; providing that public funds may  
17 not be used to defend or reimburse the unlawful conduct of  
18 any person charged with a knowing and willful violation of  
19 the act; providing for termination of employment or  
20 contract or removal from office of a person acting in an  
21 official capacity who knowingly and willfully violates any  
22 provision of the act; providing for declaratory and  
23 injunctive relief for specified persons or organizations;  
24 providing for specified damages and interest; providing  
25 exceptions to prohibitions of the section; providing an  
26 effective date.  
27  
28 Be It Enacted by the Legislature of the State of Florida:

Page 1 of 7

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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CS/CS/CS/HB 45, Engrossed 1

2011 Legislature

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Section 1. Section 790.33, Florida Statutes, is amended to read:

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void. ~~This subsection shall not affect zoning ordinances which encompass firearms businesses along with other businesses. Zoning ordinances which are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited.~~

~~(2) LIMITED EXCEPTION: COUNTY WAITING PERIOD ORDINANCES.~~

~~(a) Any county may have the option to adopt a waiting-period ordinance requiring a waiting period of up to, but not to exceed, 3 working days between the purchase and delivery of a handgun. For purposes of this subsection, "purchase" means payment of deposit, payment in full, or notification of intent~~

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2011 Legislature

57 ~~to purchase. Adoption of a waiting-period ordinance, by any~~  
 58 ~~county, shall require a majority vote of the county commission~~  
 59 ~~on votes on waiting-period ordinances. This exception is limited~~  
 60 ~~solely to individual counties and is limited to the provisions~~  
 61 ~~and restrictions contained in this subsection.~~

62 ~~(b) Ordinances authorized by this subsection shall apply~~  
 63 ~~to all sales of handguns to individuals by a retail~~  
 64 ~~establishment except those sales to individuals exempted in this~~  
 65 ~~subsection. For purposes of this subsection, "retail~~  
 66 ~~establishment" means a gun shop, sporting goods store, pawn~~  
 67 ~~shop, hardware store, department store, discount store, bait or~~  
 68 ~~tackle shop, or any other store or shop that offers handguns for~~  
 69 ~~walk-in retail sale but does not include gun collectors shows or~~  
 70 ~~exhibits, or gun shows.~~

71 ~~(c) Ordinances authorized by this subsection shall not~~  
 72 ~~require any reporting or notification to any source outside the~~  
 73 ~~retail establishment, but records of handgun sales must be~~  
 74 ~~available for inspection, during normal business hours, by any~~  
 75 ~~law enforcement agency as defined in s. 934.02.~~

76 ~~(d) The following shall be exempt from any waiting period:~~

77 ~~1. Individuals who are licensed to carry concealed~~  
 78 ~~firearms under the provisions of s. 790.06 or who are licensed~~  
 79 ~~to carry concealed firearms under any other provision of state~~  
 80 ~~law and who show a valid license;~~

81 ~~3. Individuals who already lawfully own another firearm~~  
 82 ~~and who show a sales receipt for another firearm; who are known~~  
 83 ~~to own another firearm through a prior purchase from the retail~~  
 84 ~~establishment; or who have another firearm for trade-in;~~

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CS/CS/CS/HB 45, Engrossed 1

2011 Legislature

85 ~~3. A law enforcement or correctional officer as defined in~~  
86 ~~s. 943.10;~~

87 ~~4. A law enforcement agency as defined in s. 934.02;~~

88 ~~5. Sales or transactions between dealers or between~~  
89 ~~distributors or between dealers and distributors who have~~  
90 ~~current federal firearms licenses; or~~

91 ~~6. Any individual who has been threatened or whose family~~  
92 ~~has been threatened with death or bodily injury, provided the~~  
93 ~~individual may lawfully possess a firearm and provided such~~  
94 ~~threat has been duly reported to local law enforcement.~~

95 (2)(3) POLICY AND INTENT.—

96 (a) It is the intent of this section to provide uniform  
97 firearms laws in the state; to declare all ordinances and  
98 regulations null and void which have been enacted by any  
99 jurisdictions other than state and federal, which regulate  
100 firearms, ammunition, or components thereof; to prohibit the  
101 enactment of any future ordinances or regulations relating to  
102 firearms, ammunition, or components thereof unless specifically  
103 authorized by this section or general law; and to require local  
104 jurisdictions to enforce state firearms laws.

105 (b) It is further the intent of this section to deter and  
106 prevent the violation of this section and the violation of  
107 rights protected under the constitution and laws of this state  
108 related to firearms, ammunition, or components thereof, by the  
109 abuse of official authority that occurs when enactments are  
110 passed in violation of state law or under color of local or  
111 state authority.

112 (3) PROHIBITIONS; PENALTIES.—

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2011 Legislature

113 (a) Any person, county, agency, municipality, district, or  
 114 other entity that violates the Legislature's occupation of the  
 115 whole field of regulation of firearms and ammunition, as  
 116 declared in subsection (1), by enacting or causing to be  
 117 enforced any local ordinance or administrative rule or  
 118 regulation impinging upon such exclusive occupation of the field  
 119 shall be liable as set forth herein.

120 (b) If any county, city, town, or other local government  
 121 violates this section, the court shall declare the improper  
 122 ordinance, regulation, or rule invalid and issue a permanent  
 123 injunction against the local government prohibiting it from  
 124 enforcing such ordinance, regulation, or rule. It is no defense  
 125 that in enacting the ordinance, regulation, or rule the local  
 126 government was acting in good faith or upon advice of counsel.

127 (c) If the court determines that a violation was knowing  
 128 and willful, the court shall assess a civil fine of up to \$5,000  
 129 against the elected or appointed local government official or  
 130 officials or administrative agency head under whose jurisdiction  
 131 the violation occurred.

132 (d) Except as required by applicable law, public funds may  
 133 not be used to defend or reimburse the unlawful conduct of any  
 134 person found to have knowingly and willfully violated this  
 135 section.

136 (e) A knowing and willful violation of any provision of  
 137 this section by a person acting in an official capacity for any  
 138 entity enacting or causing to be enforced a local ordinance or  
 139 administrative rule or regulation prohibited under paragraph (a)  
 140 or otherwise under color of law shall be cause for termination

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CS/CS/CS/HB 45, Engrossed 1

2011 Legislature

141 of employment or contract or removal from office by the  
 142 Governor.

143 (f) A person or an organization whose membership is  
 144 adversely affected by any ordinance, regulation, measure,  
 145 directive, rule, enactment, order, or policy promulgated or  
 146 caused to be enforced in violation of this section may file suit  
 147 against any county, agency, municipality, district, or other  
 148 entity in any court of this state having jurisdiction over any  
 149 defendant to the suit for declaratory and injunctive relief and  
 150 for actual damages, as limited herein, caused by the violation.  
 151 A court shall award the prevailing plaintiff in any such suit:

152 1. Reasonable attorney's fees and costs in accordance with  
 153 the laws of this state, including a contingency fee multiplier,  
 154 as authorized by law; and

155 2. The actual damages incurred, but not more than  
 156 \$100,000.

157  
 158 Interest on the sums awarded pursuant to this subsection shall  
 159 accrue at the legal rate from the date on which suit was filed.

160 (4) EXCEPTIONS.—This section does not prohibit:

161 (a) Zoning ordinances that encompass firearms businesses  
 162 along with other businesses, except that zoning ordinances that  
 163 are designed for the purpose of restricting or prohibiting the  
 164 sale, purchase, transfer, or manufacture of firearms or  
 165 ammunition as a method of regulating firearms or ammunition are  
 166 in conflict with this subsection and are prohibited;

167 (b) A duly organized law enforcement agency from enacting  
 168 and enforcing regulations pertaining to firearms, ammunition, or

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2011 Legislature

169 firearm accessories issued to or used by peace officers in the  
170 course of their official duties;

171 (c) Except as provided in s. 790.251, any entity subject  
172 to the prohibitions of this section from regulating or  
173 prohibiting the carrying of firearms and ammunition by an  
174 employee of the entity during and in the course of the  
175 employee's official duties;

176 (d) A court or administrative law judge from hearing and  
177 resolving any case or controversy or issuing any opinion or  
178 order on a matter within the jurisdiction of that court or  
179 judge; or

180 (e) The Florida Fish and Wildlife Conservation Commission  
181 from regulating the use of firearms or ammunition as a method of  
182 taking wildlife and regulating the shooting ranges managed by  
183 the commission.

184 (5) ~~(b)~~ SHORT TITLE.—As created by chapter 87-23, Laws of  
185 Florida, this section shall be known and may be cited as the  
186 "Joe Carlucci Uniform Firearms Act."

187 Section 2. This act shall take effect October 1, 2011.

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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### CITY OF NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY NOVEMBER 8, 2011 AT 7:30 PM, OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COMMISSION CHAMBERS AT 1700 KENNEDY CAUSEWAY, #132, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE CITY COMMISSION WILL CONSIDER THE FOLLOWING MATTERS DURING PUBLIC HEARING:

- AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 54 "EMERGENCY MANAGEMENT" CHAPTER 93, "FIRE PREVENTION," CHAPTER 96, "NUISANCES, NOISE," CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS," CHAPTER 135, "OFFENSES AGAINST PUBLIC PEACE AND SAFETY," AND CHAPTER 153, "CODE ENFORCEMENT," TO ADDRESS FIREARM REGULATIONS PREEMPTED BY STATE LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR MODIFICATIONS TO PREVIOUSLY APPROVED PLANS FOR CONSTRUCTION OF A DOCK.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE CITY COMMISSION C/O THE CITY CLERK, 1700 KENNEDY CAUSEWAY, #132, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE CITY CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY CITY-SPONSORED PROCEEDING, PLEASE CONTACT (305) 604-2489 (VOICE), (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC  
CITY CLERK  
October 21, 2011



### NOTICE BY BAL HARBOUR VILLAGE OF THE INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given to all owners of lands located within the gated residential section of the boundaries of Bal Harbour Village, Florida, (the "Village"), within the County of Miami-Dade, which area is described as follows:

- a. Lots 1 through 3, Block 12A, Resubdivision of Residential Section of Bal Harbour, Plat Book 53, page 15.
- b. All of Blocks 1, 2, 3, 4, 5 and 6, Residential Section of Bal Harbour, Plat Book 44, page 98.
- c. All of Blocks 9, 10, 11 and 12, Residential Section of Bal Harbour, Plat Book 44, page 98.
- d. Tract E, Residential Section of Bal Harbour, Plat Book 44, page 98.

(Excluding Lots 1 and 2 of Block 1 and Lot 3 of Block 12A of District 3 as such District 3 is described in Village Code Sec. 18-111(3));

that the Village intends to use the uniform method for collecting non-ad valorem assessments levied by the Village, as set forth in Section 197.3632, Florida Statutes, and that the Village Council will hold a public hearing on **Tuesday, November 15, 2011 at approximately 7:00 PM** at Village Hall 655 - 96<sup>th</sup> Street, Bal Harbour, FL 33154.

The purpose of the public hearing is to consider the adoption of a Resolution authorizing the Village to use the uniform method of collecting non-ad valorem assessments to fund the costs and expenses incurred by the Village for the provision of services, facilities or programs for security and landscape purposes (the "Security and Landscape Program") within the gated residential section described above. If adopted, the non-ad valorem assessment may be levied for the first time for collection by the uniform method for the fiscal year beginning October 1, 2012 and for each year thereafter until discontinued.

Interested parties may appear at the public hearing and be heard regarding the Village's intent to use the uniform method of collecting such non-ad valorem assessments. If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based (F.S. 286.0105).

All persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding (Americans with Disabilities Act of 1990).

Elisa L. Horvath, MMC, Village Clerk, 655-96<sup>th</sup> Street, Bal Harbour, FL 33154

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## City of North Bay Village

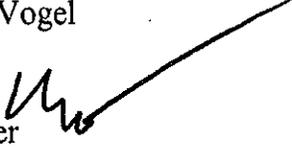
### Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

## CITY OF NORTH BAY VILLAGE MEMORANDUM

**DATE:** November 8, 2011

**TO:** Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez  
Commissioner Paul Vogel

**FROM:** Robert Daniels   
Interim City Manager

**SUBJECT:** Evaluation of Site Plan Review Application Requirements

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### BACKGROUND

The City's Code provides minimum requirements for submission of an application for Site Plan Review. Section 152.105 of the Code and Section 2.7.2 of the Consolidated Land Development Regulations addressing procedures and application requirements are attached for your review. In accepting recent applications we have realized that there are provisions in the City's Code which may no longer be relevant and which may be addressed in better ways. Specifically, we have identified the following issues:

1. Section 152.105(C) requires that applicants submit a scale model of any proposed developments prior to consideration by the Planning and Zoning Board for Site Plan Approval. This process can be quite expensive and burdensome on applicants. I am unaware of the last time the City actually required a model for this process and given today's computer rendering and graphic capabilities and materials normally submitted for site plan review, this physical model requirement may no longer be relevant. However, the Commission may feel that the requirement would still provide them assistance in their review of site plan applications and is worth the imposed costs.

**LYA(1)**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

2. Section 2.7.2 of the Consolidated Land Development Regulations requires that fifteen (15) copies of all documentation be submitted prior to processing of a request for any development order. This requirement does not allow for the submission of electronic documentation. While the requirement is designed to save the City money by eliminating or reducing reproduction costs for the various meetings, most often the documents must be reproduced and reprinted within the agenda format eliminating any cost savings.
3. While the Code provides that additional materials can be requested if necessary, it does not provide the authority for the City Manager to waive unnecessary requirements. This is a common code provision which allows application requirements to be customized to fit the actual review needs based on the magnitude of the project and specific impacts.

### **REQUESTED ACTION**

Therefore, while I can prepare the appropriate modifications, I respectfully request the Commission's guidance on the following questions prior to moving forward:

1. Would you like the Site Plan Model be retained?
2. Do you prefer to keep the requirement for 15 physical copies?
3. Should authority for the City Manager to evaluate an application and based on the needs of the City, waive inapplicable application requirements?

In conjunction with any Code changes directed by the Commission pursuant to the requests above, we will review the remainder of the application requirements in more detail and provide additional recommendations for streamlining and updating to reflect current practices and technology.

Attachments: Section 152.105, North Bay Village Code of Ordinances  
Section 2.7.2 Consolidate Land Development Regulations

14A(2)

**§ 152.105 - Permits, plans, models and specifications fees.**

(A) Permits.

- (1) No building shall be erected, constructed, altered, moved, converted, extended, or enlarged except in conformity with the provisions of the building and zoning regulations of the city and the Florida Building Code, and where governed by Miami-Dade County or state laws, shall have the prior approval of the appropriate county or state official. The Building Official and Plan Examiner shall certify that the plans and specifications (submitted in accordance with division (B) of this section) meet all of the requirements of the above-mentioned regulations prior to issuance of a building permit.
  - (a) No temporary building permits are to be issued for the structure, based on incomplete plans, which leave open to question whether or not all regulations are being met.
  - (b) If the plans and specifications require variances or special use exceptions, such variances or special use exceptions shall have prior approval of the City Commission at a public hearing. No permit shall be valid unless the Building Official has first received and reviewed the decisions of the City Commission and determined that the complete plans are in conformance therewith.
- (2) If charges are to be made after issuance of a building permit which affect the size, location, or type of use of the building, structure, or property, such changes shall be shown and submitted in corrected copies of the plans and specifications. The changes shall not be made in the building, structure, or property until the corrected plans and specifications have been certified by the Building Official as also having met all requirements of the regulations.
- (3) No building permit lawfully issued by the Building Official prior to the effective date of these regulations or of any amendments hereto, and which permit by its own terms and provisions is in full force and effect at said date, shall be invalidated by the passage of these regulations or any such amendment, but shall remain a valid permit, subject only to its own terms, provisions, ordinances, rules, and regulations appertaining thereto and in effect at the time of the issuance of the permit. However, all such permits shall expire not later than 60 days from the effective date of these regulations unless actual construction has begun and continued pursuant to the terms of the permit.

**14A(3)**

- (B) Plans and specifications. All applications for a permit to erect, construct, alter, move, convert, extend, or enlarge a building or structure shall be accompanied by three sets of plan specifications, detailed and prepared in accordance with the requirements of the Florida Building Code, or as may be required by the Building Official and Plan Examiner. The drawings shall include a survey prepared by a registered land surveyor showing, at a scale of not less than 1/16-inch to the foot, the lot lines, building or buildings and their location on the lot, and such other information as may be necessary to provide for the enforcement of these regulations. The drawings shall contain suitable notations indicating the proposed use of all land and buildings. A careful record of the original copy of such applications and the approved plans and specifications shall be kept in the office of the City Clerk and a duplicate copy shall be kept in City Hall at all times.
- (C) Site plan and model required. For any proposed development or redevelopment within the city other than a single-family residence, a site plan and an architectural model built to scale shall be required and furnish to the City Manager, or his/her designee. Within 10 days prior to the Planning and Zoning Board public hearing, the applicant shall make available for viewing an architectural model and photographs depicting same. Said model shall be retrieved by the developer within 30 days following the final public hearing before the City Commission, and the photographs depicting the model shall become a part of the public records. Said model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that all setbacks for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.

Approval of the site plan shall meet the requirements of § 152.095. The site plan shall include but not be necessarily limited to the following material, including conformance with all Dade County and state laws:

- (1) The title of the proposed project and the name of the site planner, engineer, architect, landscape architect, developer, and owner.
- (2) The north point, scale (1/16 inch to the foot, or larger), and date of preparation of the site plan.
- (3) Existing and proposed zoning district boundaries.
- (4) Existing easements (with the owner ships thereof noted on the plan), property lines, streets, buildings, and other physical features in or adjoining the project.

**14A(4)**

- (5) Proposed streets, alleys, driveways, walkways, curb cuts, off-street parking spaces, loading areas, outdoor lighting systems, storm drainage, and sanitary sewer facilities.
- (6) Preliminary floor plans of typical floors and elevations of any proposed building according to a 1/16 inch scale.
- (7) Location, height, and type of all proposed buildings, structures, uses, signs, fences, walls, landscaping, and open space.
- (8) Tabular project summary, indicating the total acreage, plot area density, lot coverage, open space, and off-street parking spaces. If variances are being sought, the extent of those variances from the requirements of this chapter shall be included within the tabular summary.
- (9) Site plans for a building or buildings which contain more than two dwelling units, or more than 299 square feet of commercial or office space shall be reviewed by the Planning and Zoning Board and the City Commission. In reviewing site plans for development, the Planning and Zoning Board and the City Commission must consider and abide by the provisions of chapter 155 of the North Bay Village Code of Ordinances currently in effect. The review by the Planning and Zoning Board and City Commission shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the city and the Florida Building Code; and that the proposed development or redevelopment has a design and arrangement which:
  - (a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.
  - (b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.
  - (c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.
  - (d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

14A(5)

The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit. Requests for variances shall require a separate public hearing.

(10) Administrative site plan modification.

(a) An amendment to a site plan that has been approved by the Planning and Zoning Board and the City Commission pursuant to Sections 152.095 and 152.105(C) may be approved by the City Manager upon recommendation of the City Planner without further review or approval by any such body, as follows:

- (1) Any modification to the overall combination of unit types within the building(s) shown on the approved site plan or any increase in the total number of units, provided that the additional total number of units does not exceed five percent of the total number of dwelling units of the approved site plan and the resulting total number of units does not exceed the allowable density under the City of North Bay Village's Code of Ordinances.
- (2) Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of the City of North Bay Village's Code of Ordinances. Further, the total floor area for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed to bringing unit sizes into compliance with the current minimum unit size set forth in the City of North Bay Village's Code of Ordinances. Any increase in the number or in the size of units will be subject to review in order to determine if concurrency requirements are met.
- (3) Any modification to increase or decrease the floor-to-ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies with the City of North Bay Village's Code of Ordinances and does not result in a modification of the number of floors for the approved site plan.

14A(6)

(4) Any modification to increase or decrease the number of parking spaces within the approved site plan made in order to conform off-street parking of the approved site plan to any modification of a nature described in subparagraphs (a)(1) or (a)(2), provided that the modification shall be substantially consistent with the approved site plan and not in violation of the City of North Bay Village's Code of Ordinances or any applicable state or federal law.

(5) Any modification to the footprint of any building shown on the approved site plan provided that the modification does not change the generalized location of the building(s) shown on the approved site plan nor conflict with buffering requirements and is not in violation of the City of North Bay Village's Code of Ordinances.

(b) Any modifications approved by the City Manager upon recommendation of the City Planner pursuant to this Section 152.105(C)(10) shall be subject to the following limitations:

(1) Any modification to an approved site plan not expressly authorized in this subsection 152.105(C)(10) shall require review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in Sections 152.095 and 152.105(C).

(2) Modifications to an approved site plan approved pursuant to this subsection 152.105(C)(10) shall take effect upon approval by the City Manager, upon recommendation of the City Planner.

(c) Courtesy notification of approved site plan modification review will be given to property owners subject to the requirements of subsection 152.096(A)(2), hearing and notices, of the City of North Bay Village's Code or Ordinances.

(D) Filing fees.

(1) All persons, firms, or corporations petitioning the Planning and Zoning Board, the City Commission, and the City Administration to process special requests shall be required to pay in advance all fees and expenses necessitating the public notification in the newspaper, and notices to property owners. The fees are set forth in Appendix A following this chapter.

14A(7)

- (2) All persons, firms, or corporations applying for permits under the provisions of these regulations or amendments thereto, variances from these regulations, special use exceptions as required by these regulations in certain instances, or a change in the classification of a district or a portion thereof shall be required to pay in advance for all expenses relative thereto, in accordance with fee schedules adopted by the City Commission. Permits for signs and other fees shall be in accordance with fee schedules established by the City Manager.
- (3) The payment of such money in advance to the City Clerk shall be a condition precedent to the consideration of such petition, permit, or amendment.
- (E) Fees for copies of records. The City Clerk shall charge and collect fees for furnishing copies of plans, permits, and other records to the public, in accordance with a fee schedule established by the City Manager.
- (F) Errors and violations.
  - (1) The issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter. No permit presuming to give the authority to violate or cancel the provisions of this chapter shall be valid except insofar as the work or use which it authorizes is lawful.
  - (2) The issuance of a permit upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on there under when in violation of this chapter, or any ordinance of the city.

14A(8)

## Consolidate Land Development Regulations

### § 2.7.2 Basic application requirements.

Fifteen copies of the following basic materials shall be submitted before any application for a development order shall be considered complete.

- (1) The city's standard application forms, completed, signed by all property owners or their designated agents, and notarized. 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.
- (2) A survey at a scale of not less than one inch equals 40 feet, prepared by a registered land survey and not more than one year old and including the legal description of the property, all easements, and rights-of-way.
- (3) Site plan, except for single-family residence, and to include physical features in or adjoining the site, proposed driveways, alleys, off street parking and loading areas, storm drainage, sanitary sewer facilities, and lighting systems.
- (4) Preliminary floor plans and elevations of proposed buildings at not less than 1/16 inch scale.
- (5) Location, height, and type of all proposed buildings, walls, signs, landscaping, and open space.
- (6) Tabular project summary including total acreage, project density and FAR lot coverage, open space, and number of parking spaces. If variances are being requested, the extent of these variances from requirements shall be noted.
- (7) Level of service assessment (see chapter 4).
- (8) Filing fees. See Appendix F for copy of fee schedule.

14A(9)

**OFFICIAL MINUTES**

**CITY OF NORTH BAY VILLAGE  
REGULAR CITY COMMISSION MEETING  
TUESDAY, JULY 26, 2011**

**7:30 P.M.**

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

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

Mayor Corina S. Esquijarosa called the Regular Meeting of the City Commission to order at 7:34 p.m., and the pledge was led. The following members of the Commission were present at roll call:

Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez

Commissioner Paul Vogel was absent due to illness.

The following staff members were present:

Interim City Manager Robert Daniels  
City Attorneys Michael Popok, Nina Boniske and Kathy Mehaffey  
Acting Chief Brian Collins  
Finance Director Gerard Pirri  
Public Works Director Samuel Zamacona  
City Clerk Yvonne P. Hamilton

**2. A. PROCLAMATIONS AND AWARDS**

No proclamations or awards were presented.

15A(1)

**B. SPECIAL PRESENTATIONS**

**1. JEANETTE NUNEZ/AVENTURA HOSPITAL  
FREE LEAD TESTING FOR CHILDREN**

Ms. Nunez was unable to attend the meeting.

**C. ADDITIONS AND DELETIONS**

There were no additions to or deletions from the agenda.

**3. BOARD REPORTS**

**A. ANIMAL CONTROL ADVISORY BOARD**

A report was not provided.

**B. ARTS, CULTURAL & SPECIAL EVENTS BOARD**

A report was not provided.

**C. CITIZENS BUDGET AND OVERSIGHT BOARD**

Alvin Blake, Vice Chair, stated that a report will be provided at the next meeting.

**D. COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

**E. PLANNING & ZONING BOARD**

A report was not provided.

**F. YOUTH SERVICES BOARD**

Kevin Vericker, Vice Chair, announced the next Board Meeting for August 10, 2011. He reported that the 2010 Census results were reviewed at the last meeting, and they indicated that currently 21% of the population is under the age of 18 and the biggest growth since 2000 relates to children under the age of 7.

**BA(2)**

The Board requested that the City assign a staff liaison to work with them to ensure proper communication and to develop a Youth Services Guide on the webpage or in printed form with a listing of all available youth programs and to be present at the August 10 meeting to brief the Board on the status of the Children's Trust Grant. The Board also discussed the possibility of sharing services with the City of Miami Beach. Requests were made to the City for the summer campers to make a special presentation at the August 9, 2011 City Commission Meeting and to provide a DVD player to the summer camp. Mr. Vericker submitted a copy of his report into the record.

#### **G. CITY MANAGER REVIEW COMMITTEE**

Vice Chair of the Board Jorge Gonzalez reported that the Board met on July 21, 2011 and narrowed the list of candidates to 12. The Board requested that the Commission extend the deadline for submitting the top five candidates to August 31, 2011; consider a list of additional qualifications for the candidates that were prepared by the Board; and that the City reimburse the cost to candidates who have to travel to the interview; that it was in the best interest of the City that the salary for the new City Manager be commensurate with experience; and that the current budgeted employment package of \$180,000 including benefits be considered. The Board also suggested that the top five candidates should pass background checks before their names are submitted to the Commission. Mr. Gonzalez further reported that the Board plans to interview the 12 candidates next week.

Mayor Esquijarosa made a motion to deny the request of the City Manager Review Committee. She explained that dates have already been provided and the 12 names could be provided to the Commission now and the Board could still conduct interviews next week and submit the five names by August 9, 2011.

Mr. Gonzalez explained that only resumes were submitted to the Committee, and the they felt that the extension was critical to making the right decision since there was not sufficient information to make a qualified decision on the top five candidates as requested by the Commission.

Mayor Corina S. Esquijarosa moved from the Chair and offered a motion to deny the request of the City Manager Review Committee for an extension to August 31, 2011, and Commissioner Frank Rodriguez seconded the motion. The votes were as follow: Commissioner Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commission Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion died at 2-2.

Commissioner Eddie Lim made a motion to grant the extension to August 31, 2011 as requested by the City Manager Review Committee, and Connie Leon-Kreps seconded the motion. The votes were as follow: Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-No, Mayor Corina S. Esquijarosa-No, Connie Leon-Kreps-Yes, and Commissioner Eddie Lim-Yes. The motion died at 2-2.

**4. PUBLIC SAFETY DISCUSSION**

Acting Chief Brian Collins reported that information received from Miami-Dade County Fire Department indicated an average response time of six minutes and forty seconds on the 56 calls for service that were received in the month of May and an average response time of nine minutes on 64 calls that were received in June. Regarding the crime statistics which were submitted to the Commission, a slight increase in crime was anticipated over the summer time; however, there was no significant increase. Traffic citations were increase from 79 in May to 171 in June. A Hurricane Workshop with a presentation on Whitefly was held on July 13, 2011 which was attended by 30 individuals. He announced a National Night Out event for August 2, 2011.

**5. COMMISSIONERS' REPORTS**

Commissioner Lim reported that there have been a lot of activities with the rental and sale of real estate in the City. He mentioned that he will be attending the Florida League of Cities Annual Conference from August 11-13, 2011 and an advanced class also offered by the Florida League of Cities on October 26-28, 2011 on how to become a better commissioner. He spoke about ethics and transparency being the top factors.

Vice Mayor Leon-Kreps requested an update on the 79<sup>th</sup> Street Causeway improvements.

Commissioner Rodriguez inquired about the forensic audit that the Mayor requested.

Mayor Esquijarosa reported that she was in the process of looking for an auditor outside of the City, with no interest in the City, who would conduct the audit free of charge or at a minimal cost. She invited members of the Commission and the City Manager to provide recommendations also. She stated that she did not have anyone in mind at this time.

Interim City Manager Daniels explained that the previous City Manager had obtained a price of \$25,000 to conduct the audit, but the amount exceeded his spending authority of \$9,000, which would require approval by the Commission to solicit Request for Proposals, if he was unable to obtain a price under \$9,000. He explained that he is required to obtain three price quotes according to the purchasing regulations.

Vice Mayor Leon-Kreps asked the Interim City Manager to explain the reason why the Mayor requested the audit.

Interim City Manager Daniels explained that the audit was requested for those transactions that took place since November when the Commission was installed into office to the present date, after several documents were signed without the Mayor's approval.

Vice Mayor Leon-Kreps explained that a call to her from the previous City Manager to sign checks during working hours prompted the request from the Mayor for a forensic audit, because she has accused the Vice Mayor and former City Manager Pushkin of spending money illegally.

Mayor Esquijarosa noted that she, Commissioner Lim and Commissioner Rodriguez voted to conduct the forensic audit.

Mayor Esquijarosa asked if documents will be submitted to the Commission to accept the grant from the Children's Trust.

Interim City Manager Daniels responded that the City is working under a conditional letter until the budget is completed and the documents are received from the Children's Trust. The documents will be submitted to the Commission at the September 13, 2011 meeting.

6. **CITY ATTORNEY'S REPORT**

City Attorney Nina Boniske requested an Executive Session in the case of Dade County Police Benevolent Association vs. The City of North Bay Village Police Department, FMCS Case No. 10-047473, pursuant to Section 286, Florida Statutes.

15A(5)

7. **CITY MANAGER'S REPORT**

A. **PRESENTATION OF THE 2011-2012 ANNUAL OPERATING BUDGET**

Interim City Manager Daniel introduced Randy Perry from E City Services who presented the proposed new City website.

Public Works Director Sam Zamacona provided an update on the improvements to the 79<sup>th</sup> Street Causeway.

Vice Mayor Leon-Kreps asked about the contract completion date.

Mr. Zamacona explained that the initial date could not be reached due to delays caused by City and State projects.

Commissioner Lim asked if new lighting will be installed on North Bay, Harbor and Treasure Islands.

Mr. Zamacona explained that a fixture to project LED white light was approved for the project.

Commissioner Lim asked about landscaping for Harbor Island.

Mr. Zamacona stated that landscaping will be installed around the monument on Harbor Island.

Interim City Manager Daniels asked the members of the Commission to review the budget so that he can meet with them individually to discuss it. He explained the process for reviewing the budget.

8. **GOOD & WELFARE AT APPROXIMATELY 8:00 P.M.**

Elaine Beutel, of Hispanola Avenue, addressed the Commission and suggested that the City Manager and not the Mayor should select the forensic auditor. She complained about dead trees, bushes, and standing water in the gutters on Treasure Island.

Fane Lozman, of 7918 West Drive, addressed the Commission and reported that the Miami-Dade Elections Department certified that 10% of the electors signed the Recall Petition against Mayor Esquijarosa.

Al Blake, of 7601 Coquina Drive, addressed the Commission and questioned why two members of the Commission were against giving the City Manager Review Committee the extension that they requested. He announced that the Fraternal Order of Police and the Optimists Club provided scholarships to children.

Al Coletta, of 7904 West Drive, addressed the Commission and spoke about the high cost of a Special Election.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission and thanked and commended the Police Department for their prompt and efficient handling of an incident in which she was involved. She reported that the lights on the causeway are inoperable. She suggested that the Optimists Club award scholarships to children within the community.

Jorge Brito, of 1865 Kennedy Causeway, addressed the Commission and spoke about the issues with the Mayor and about Citizens for Full Disclosure.

Max Crown, of 1620 South Treasure Drive, addressed the Commission and asked about the status of the \$300,000 grant for repair of the seawall at Dr. Paul Vogel Park, which is about to expire. He referred to a \$165,000 estimate that he received from a contractor for repair of the seawall. He urged the City to move forward with the repairs to avoid loss of the funding.

Richard Chervony, of Center Bay Drive, addressed the Commission and asked the Mayor to resign to avoid a Recall Election.

Jorge Piedra, of 7505 Hispanola Avenue, addressed the Commission and urged the Mayor not to resign.

Mayor Esquijarosa informed the Interim City Manager Daniels that she expected him to provide a response to the Commission that it is not the intention of the Police Department to be disrespectful to the community, after she sent him a letter concerning the issue of a resident becoming unruly at the June 30, 3011 Commission Meeting and deciding not to follow decorum. However, she did not hear from him.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to terminate Interim City Manager Robert Daniels. Commissioner Frank Rodriguez seconded the motion, and the votes were as follows: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion died at 2-2.

Mayor Esquijarosa spoke about the lack of communication between her and Interim City Manager Daniels.

Interim City Manager Daniels asked the Mayor if she received a letter from him which was also provided to the other members of the Commission regarding the issue of June 30, 2011 that she mentioned.

Mayor Esquijarosa stated that she did receive the letter.

Interim City Manager Daniels explained that he responded to the Mayor regarding the situation that transpired on June 30, 2011 and stated what actions would be taken. Additionally, he had instructed City staff that decorum at City meetings is a job for everyone, not just the Police Department. Additionally, he made a pledge to the Mayor in the letter that staff and the Police Department will support her in having orderly meetings.

At this time Mayor Esquijarosa recessed the meeting for five minutes.

Commissioner Lim pointed out that the members of the Commission were not given an opportunity to discuss the issue of terminating the City Manager.

Vice Mayor Leon-Kreps asked the Mayor to give the Interim City Manager a chance.

9. **CONSENT AGENDA**

- A. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER EXTENDING THE CONTRACT COMPLETION DATE FOR THE DESIGN BUILD AGREEMENT BETWEEN THE CITY AND METRO EQUIPMENT SERVICE, INC., FOR THE FORCE MAIN REHABILITATION DESIGN-BUILD PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CHANGE ORDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$16,000 OF AVAILABLE NON-APPROPRIATED POLICE FEDERAL FORFEITURE FUNDS (FUND 07) AND THE DISBURSEMENT OF SUCH FUNDS TO COVER THE COST OF ANNUAL LICENSE RENEWAL, MAINTENANCE SUPPORT, AND HARDWARE MAINTENANCE FEES FOR THE MOBILE SERVERS FOR THE COMPUTER AIDED DISPATCH SYSTEM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The City Clerk read the Resolutions by title.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Consent Agenda items. Vice Mayor Connie Leon-Kreps seconded the motion, and the votes were as follow: Vice Mayor Connie Leon-Kreps-Yes, Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion carried 4-0.

**10. PLANNING & ZONING CONSENT AGENDA**

There were no Planning & Zoning Consent Agenda items.

**11. ORDINANCES FOR FIRST READING AND RESOLUTIONS**

- A. RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET PUBLIC HEARINGS FOR FISCAL YEAR 2011-12, AS REQUIRED BY LAW; DIRECTING THE FINANCE DIRECTOR TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The City Clerk read the Resolution by title.

Finance Director Gerard Pirri explained that the Resolution calls for setting the cap on the millage rate with the ability to lower the rate between now and when the rate is adopted. And even though the rate can be lowered, it cannot be more than the capped amount. He stated that in calculating the maximum millage rate, the rolled back rate was over 7 mills, but staff does not feel that there is a need to go that high. Therefore, they are working to keep the operating millage at the same rate and are proposing to set the cap at 5.9 mills, which is the same as last year's rate and the highest it has been for the past six years.

Chief Daniels stated that he had chosen the 4.7772 millage after receiving direction from the Commissioners that they did not want to see a tax increase. He advised the Commission that the Resolution contained the dates for the Budget Public Hearings on September 6 and September 20 which have to be addressed.

Commissioner Rodriguez stated that he will not support a millage rate other than 4.7772 mills.

Interim City Manager Daniels explained the process of adopting the budget with the City setting the proposed millage rate, which has to be submitted to the Tax Assessor's Office by August 4 for mailing to the residents on the TRIM notice. He explained that the rate is set high to provide some leverage in the event of an error by the property appraisers or through the occurrence of catastrophic event. He stated that the City's intention is to have a budget with a 4.7772 operating millage rate. He asked the Commission to allow some flexibility at this point in going through the budget process and make a final vote on the budget and the actual millage rate at the final public hearing on September 20, 2011.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to deny the 5.9 proposed millage cap and Commissioner Frank Rodriguez seconded the motion.

Commissioner Lim stated that he understood the proposed millage rate which will provide for flexibility in the case of a catastrophic event.

Vice Mayor Leon-Kreps stated that she had no problem with the 5.9 millage rate, which is the same rate that was used last year and the year before.

Commissioner Lim suggested a 5.5 millage cap since the Mayor was not agreeable to the 5.9 rate.

Interim City Manager Daniels explained that the Resolution addresses the issue of setting a millage rate and the dates for the public hearings. He asked the Commission to consider a second motion to set the dates, if the Resolution does not pass. He also advised the Commission that they are to ultimately decide on a rate that is agreeable in order to comply with State law.

Finance Director Pirri stated that the City will not be in compliance if a proposed millage rate is not adopted.

Vice Mayor Leon-Kreps asked if the City would be penalized for not adopting a proposed millage rate.

City Attorney Boniske explained Section 200.065, Florida Statute which requires the City to provide a proposed millage rate to the property appraisers with 35 days of certification of the taxable value. She noted that failure of the Commission to adopt a rate will result in the Chief Executive Officer of the City submitting a millage rate in order to be in compliance.

Interim City Manager Daniels informed the Commission that he preferred for them to reach a consensus on the proposed millage rate rather than setting a rate that he thinks is best.

Mayor Esquijarosa stated that she did not have time to review the budget that was just given to her, and she was not in favor of increasing taxes.

Interim City Manager Daniels clarified that he was asking the Commission to set the proposed millage rate which is historically set higher, not to approve the budget. He explained that the budget process will involve comments from the public and from the Commission. At this time the Commission is only required to set the proposed millage rate, which is historically set higher in the event there is an error.

Discussion ensued regarding the requirements of Section 200.065, Florida Statutes pertaining to adoption of the proposed millage rate.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve Section 4 of the Resolution setting the Tentative Budget Public Hearing for September 6, 2011 and the Final Budget Public Hearing for September 20, 2011 at 6:30 p.m. Commissioner Frank Rodriguez seconded the motion, and the votes were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion carried 3-1.

At this time the Commission tabled Item 11A and continued to the other Items on the agenda. Item 11A was readdressed after new business.

Financial Advisor Lourdes Abadin gave a presentation on the proposed budget and the proposed millage. She noted that the proposed budget is \$174,855 lower than the current year's budget. She explained that staff was already working on keeping the same millage rate of 4.7772.

Mayor Esquijarosa pointed out some areas of concern to her in the budget such as a bonus for the Finance Director, an increase in the legal budget from \$200,000 this year to \$390,000 for next year, and a \$4,800 appropriation in the General Government account with no explanation. She stated that extra funds should be used to provide better services for the City.

Interim City Manager Daniels explained that the budget presented today is the preliminary part of the process, and it will be fine-tuned as feedback is received from the Commission and from the public. He further explained that setting the proposed millage rate is also a start in the process, and it does not mean that the actual rate is going to be 5.9 mills.

Mayor Esquijarosa asked about the millage rate of the proposed budget.

Interim City Manager Daniels stated that the millage rate is 4.7772.

Mayor Esquijarosa asked why the budget cannot stay at the 4.7772 rate.

Interim City Manager Daniels explained that if something happens and another funding source cannot be found, the Commission might have to look at raising the millage rate.

Mayor Esquijarosa stated that if the millage rate stays at 4.7772 mills, it can cover the proposed budget. She indicated that every department has thousands of dollars in bonuses, which is unacceptable. Additionally, \$20,000 was appropriated for special promotions; the budget for the legal department increased from \$200,000 to \$390,000; there are increases for detectives; and longevity bonuses. She asked about the \$174,854 decrease in the budget. She pointed out that half a million dollars was being taken from sanitation.

Interim City Manager Daniels explained that Waste Management services were not part of the budget.

Mayor Esquijarosa suggested a proposed millage rate of 4.9 or 5.0 mills.

Financial Advisor Abadin reminded the Commission that ad valorem revenues are down and if other revenues are also down, the millage rate will increase. She explained that if all of the revenues were the same as this year, there would have to be a millage rate of 5.2 to generate the same amount of revenues. And because the revenue part of the budget is not yet known, it cannot be said that the budget is at 4.7772 mills. She noted that \$700,053 was appropriated for the sanitation budget this year and \$697,000 is proposed for next year.

Finance Director Gerard Pirri clarified that professional services for Waste Management Company were removed from the budget and salaries and benefits for all sanitation employees were included. Additionally, there was a line item of \$496,000 for professional services for Waste Management and this year it is zero. He explained that several of the revenue estimates from the State of Florida are fluctuating and the numbers are being changed accordingly.

Commissioner Lim mentioned that he would review the budget so that he can make more educated comments at the next workshop. He explained that the budget is preliminary since the revenues are not available.

Vice Mayor Leon-Kreps explained that the City Manager has to move forward in order for the City to be in compliance. She noted that the budget will be addressed in the future, and she will meet with the City Manager to discuss it further. Additionally, it will be discussed at the workshop.

Commissioner Rodriguez expressed concern that the taxpayers will end up paying more than the 4.7772 millage rate.

Mayor Esquijarosa mentioned that she was willing to accept a 4.9 proposed millage rate.

Commissioner Lim suggested a proposed millage rate of 5.5 mills.

Mayor Esquijarosa suggested a proposed millage rate of 4.9 mills.

Vice Mayor Leon-Kreps commented that the Commission should listen to the experts since the City does not want to have layoffs and not have money for services. She stressed the fact that the 5.9 proposed millage rate is the cap, not the final number.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to deny the 5.9 proposed millage rate and Commissioner Frank Rodriguez seconded the motion. The votes were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion died at 2-2.

Mayor Esquijarosa stated that she will not approve increases for personnel, bonuses and salary increases at this time when everybody is hurting and people don't have jobs.

Vice Mayor Leon-Kreps concurred with the Mayor's comments. However, she reminded the Mayor that only the proposed cap was being discussed.

**B. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, PROVIDING SALARY AND INSURANCE PARAMETERS FOR THE POSITION OF CITY MANAGER BY AMENDING SECTION 33, "PERSONNEL POLICIES"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CORINA S. ESQUIJAROSA)**

The City Clerk read the Ordinance by title.

Mayor Esquijarosa explained that the ordinance proposes a salary package of \$115,000, excluding benefits which can be negotiated, for a City Manager who will be hired now or in the future.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Ordinance, and Commissioner Frank Rodriguez seconded the motion.

Vice Mayor Leon-Kreps suggested that the provisions for the salary of the City Manager should be deferred to the City Manager Review Committee which was selected to participate and give feedback to the Commission. And the salary for the City Manager should be discussed depending on the level of their qualifications and what they can offer the City, rather than being addressed in an ordinance. She stated that the Commission owes it to the residents to hire a professional City Manager with longevity.

Commissioner Lim concurred with the Mayor's proposal to limit the amount that should be spent on the City Manager. However, he agreed that the salary for a City Manager should not be addressed in an ordinance in order to allow flexibility and that the City Manager Review Committee should review the base salary for a City Manager according to performance and experience. He clarified that the initial salary will not be \$180,000.

Mayor Esquijarosa read the following information from a salary survey into the record.

Municipality	Population	Service as Manager	Salary
Bal Harbor	3,100	15 years	\$146,000
Bay Harbor	5,300	2 years	130,000
Miami Shores		13 years	166,000
N. Bay Village		3 years	142,000
South Miami	11,000	139 employees	140,000
Surfside	5,600	96 employees	192,000

She cautioned the Commission about things getting out of control with severance for the City Manager, if goals are not set.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Ordinance, and Commissioner Frank Rodriguez seconded the motion. The votes were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion died at 2-2.

**C. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH BAY VILLAGE TO PROVIDE SEVERANCE GUIDELINES BY AMENDING CHAPTER 33, "PERSONNEL POLICIES"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY CITY MAYOR CORINA S. ESQUIJAROSA)**

The City Clerk read the Ordinance by title.

Mayor Esquijarosa referred to State regulations that were previously passed which allowed a maximum of 20 weeks of severance for employees.

**15A(15)**

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Ordinance, and Commissioner Frank Rodriguez seconded the motion.

Commissioner Lim asked if the collective bargaining agreement would supersede State regulations for severance.

City Attorney Boniske pointed out language in the ordinance which states that the provision of the bargaining agreement shall prevail if there are conflicts.

Vice Mayor Leon-Kreps agreed that the issues addressed by the Mayor are important. However, she suggested that the members of the City Manager Review Committee should review the details of the salary for the City Manager, which should be in a contract that the Commission will make a final decision on.

Mayor Esquijarosa explained her reason for the ordinance in order to protect the citizens of the City to prevent bloated salaries and severance. She clarified that the protection will cover all employees, not only the City Manager; and current employees will not be affected.

The votes on the motion to approve Item 11C were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion died at 2-2.

**D. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH BAY VILLAGE TO PROVIDE A TAKE HOME VEHICLE POLICY BY AMENDING CHAPTER 33, "PERSONNEL POLICIES"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY CITY MAYOR CORINA S. ESQUIJAROSA)**

This item was not addressed.

- E. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH BAY VILLAGE TO REVISE BOAT AND WATER VESSEL TRAILER PARKING REQUIREMENTS, BY AMENDING CHAPTER 70, "TRAFFIC AND PARKING REGULATIONS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The City Clerk read the Ordinance by title.

City Planner David reported that the ordinance, which was brought forward by the Planning & Zoning Board, concerns minor revisions to Section 70.02 of the City Code which would provide regulations for the parking of boats and boat trailers on the public-right-of ways. The Board felt that the parking of these items impedes traffic while parked on the public-right-of way. The revised language would state that no boats, trailers, and boats on trailers can be parked on the public right-of-way for an extended period of time.

Commissioner Rodriguez asked if any such items are parked on the public right-of-way at the moment. He inquired as to what would happen during a hurricane, since he recalled boat owners parking their boats in front of their properties in 2005 during the hurricane season.

City Planner David stated that the proposed changes would not apply to emergency situations. They would address parking on a more permanent basis. He stated that no boats or boat trailers were parked on the public right-of-way when the matter was discussed before the Planning & Zoning Board Meeting.

Commissioner Lim asked if jet skis were included in the definition of water craft.

City Planner David said yes.

Vice Mayor Leon-Kreps stated that boat and boat trailers should not be parked in the public right-of-way because of safety issues.

City Planner David clarified that the ordinance would not affect boats parked on properties, only on the public right-of-way.

Mayor Esquijarosa suggested that the item be reviewed by the Charter Review

Committee.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to deny the Ordinance and Commissioner Frank Rodriguez seconded the motion. The votes were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion died at 2-2.

**F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES TO PROVIDE FOR A SERGEANT-AT-ARMS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CORINA S. ESQUIJAROSA)**

The City Clerk read the Resolution by title.

Mayor Esquijarosa explained that the ordinance will maintain order at the Commission Meetings. She stated that there is a provision in the City Code that discusses decorum, but it does not address a sergeant-at-arms. *Robert Rules of Order* does not address this subject either.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Ordinance and Commissioner Frank Rodriguez seconded the motion.

Commissioner Lim asked Mr. Brito to address the Commission about the sergeant-at-arms issue based on his experience in working with the county.

Jorge Brito, of 1865 Kennedy Causeway, reported that the presiding officer has authority in the event action needs to be taken. He stated that the county has three sergeants-at-arms. But other cities do not have any; they have police officers who attend the meetings at the discretion of the presiding officer. He stated that there are no set rules that the Commission follows as to who is in charge in any of the City meetings. He suggested that an on-duty officer attend the meeting if it is feasible, so that there is some sort of authority. He stated that the rules are read at the beginning of the county meetings and the audience has to abide by them.

City Manager Daniels mentioned that having a uniform officer present at the meetings is an important function that can be fulfilled at this point in the budget process. He stated that the individual has to be trained appropriately.

Vice Mayor Leon-Kreps mentioned that officers are always present at the meetings. She suggested that the officers who walk the streets and who know the people should not be put in the uncomfortable position of removing them from the meetings. She urged the Commission to communicate and respect each other in order to set the tone for the meeting, since the audience will become upset if the Commission's tone is aggressive and hostile.

The Mayor recessed the meeting at this time.

The votes to approve Item 11F were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion carried 2-2.

- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES TO CHANGE THE TIME OF REGULAR MEETINGS AND TO PROVIDE FOR TWO GOOD AND WELFARE SESSIONS DURING REGULAR MEETINGS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CORINA S. ESQUIJAROSA)**

The City Clerk read the Resolution by title.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Ordinance and Commissioner Frank Rodriguez seconded the motion.

Following discussion, the votes to approve Item 11F were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion died at 2-2.

- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE URBAN QUALIFICATION COOPERATION AGREEMENT WITH MIAMI-DADE COUNTY ALLOWING FOR THE OPTION TO PARTICIPATE IN VARIOUS FEDERAL GRANT PROGRAMS; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER, ROBERT DANIELS)**

The City Clerk read the Resolution by title.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Resolution, and Vice Mayor Connie Leon-Kreps seconded the motion.

Commissioner Lim read Sections A, B, and C of the Resolution into the record.

The votes to approve the Resolution were as follow: Vice Mayor Connie Leon-Kreps-Yes, Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa –Yes. The motion carried 4-0.

**I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING AN ADVISORY CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR CONNIE LEON-KREPS)**

The City Clerk read the Resolution by title.

Vice Mayor Leon-Kreps tabled the item to the next meeting.

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

There were no items for public hearing or ordinances for second reading.

**13. UNFINISHED BUSINESS**

**A. WEST DRIVE REZONING**

City Attorney Boniske explained that the City sponsored a rezoning that had first reading in the fall, which was approved, but the second reading was not properly noticed. She advised the Commission that the proper procedure would be to have a properly noticed second reading. She further explained that there is no Comprehensive Plan amendment attached to the application. Therefore, approval of the rezoning of the property would make it inconsistent with the Comprehensive Plan. She reported that the Commission was looking for direction as to whether or not to direct staff to reschedule the second adoption hearing and bring forward a Comprehensive Plan amendment. She noted that she discussed the matter with Scott Greenwald, property owner of the Indigo parcel who had legal counsel at the first reading in the fall.

City Planner Alex David reported that a condominium parcel owned by Al Coletta at Bayshore Yacht & Tennis Club, Gator Harbor West property, which was represented by legal counsel, and Scott Greenwald's property are involved in the rezoning.

Mayor Esquijarosa asked why the three parcels are being tied together.

City Attorney Boniske pointed out that none of the parcels have gone through the Future Land Use Map.

Mayor Esquijarosa asked if the properties have gone through the rezoning process.

City Planner David reported that the Bayshore Yacht & Tennis Club property was heard on first reading. The other two parcels were included, but no action was taken. Additionally, the Staff Report on the Gator parcel did not go to first reading. The Indigo property was represented by Graham Penn, of Bercow & Radell, but no action was taken. He mentioned that the other two properties were included at the suggestion of former Vice Mayor George Kane whose idea was that the area north of Bayshore to 7920 West Drive should be addressed, if the City was looking to rezone the area.

Al Coletta, of 7904 West Drive, explained that the property is split down the middle and is built on both a commercial and a residential lot with the bottom floor on the residential lot, which has always been used for commercial. He discussed that the top floors were used for commercial, but he has never been able to rent the space. He stated that he wanted the space to be commercial in order to lease it for business, such as a ballet studio. He clarified that he did not intend to use the space for a strip club or brothel as stated by the opposition.

Mayor Esquijarosa asked if Mr. Coletta paid for the second zoning hearing.

City Clerk Hamilton stated that the City sponsored the item and paid the fees.

Mr. Coletta pointed out that the application for rezoning was approved by the Planning & Zoning Board and the City Commission.

Commissioner Lim asked Mr. Coletta if there would be opposition from the condominium association if he operated a ballet studio in the commercial space.

Mr. Coletta explained that the entire space is 6,000 square feet and the commercial space is 2,800 square feet.

Commissioner Lim agreed that the matter has been ongoing for too long. He asked if there was an elevator on the top floor.

Mr. Coletta mentioned that an elevator is not needed.

Mayor Esquijarosa asked Mr. Coletta if he were willing to restrict the uses so that they would be compatible to the property owners in the area.

Mr. Coletta stated that he has to be open to renting the space for other things, but he would not put a bar or a place that sells alcohol in the space.

Vice Mayor Leon-Kreps asked about the expense to the city.

City Planner David stated that a small scale development would cost under\$10,000.

Vice Mayor Leon-Kreps inquired as to why the applicant could not present the application and assume the cost.

Mr. Coletta spoke of his intention to take the matter to court, since he was not going to have the hearings all over again. He stated that the City Planner was ordered to change the Comprehensive Plan.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to bring the application for 7904 West Drive to the City Commission for second hearing with the amendment to the Comprehensive Plan with the City assuming the cost. Commissioner Frank Rodriguez seconded the motion, and the votes were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion died at 2-2.

**14. NEW BUSINESS**

Commissioner Frank Rodriguez made a motion to return Interim City Manager Robert Daniels to the position of Police Chief and hire Randall Hilliard as Interim City Manager, and Mayor Corina S. Esquijarosa seconded the motion.

City Attorney Boniske advised that the City Commission does not have the authority to deal with the position of Police Chief.

Commissioner Frank Rodriguez amended the motion to appoint Randall Hilliard as Interim City Manager, and Mayor Corina S. Esquijarosa seconded the motion. Following discussion, the votes on the motion were as follow: Vice Mayor Connie Leon-Kreps-No, Commissioner Eddie Lim-No, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion died 2-2.

The Commission continued to address Item 11A after new business.

**15. GOOD AND WELFARE**

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission and voiced his concern that the maximum rate would result in a tax increase; and he suggested that cuts would have to be made if there are any extraordinary circumstances.

Tzvi Bogomilsky, President of Harambam Congregation and former Commissioner of North Bay Village addressed the Commission and spoke about ongoing issues at the synagogue at 7800 Hispanola Avenue.

Maria Garcia, of 7904 West Drive, #415 and member of the Board of Directors of Bayshore Yacht & Tennis Club, addressed the Commission and stated the position of Bayshore that converting Bayshore in whole or in part to commercial use is incompatible with the current residential use of building. She clarified that Bayshore Yacht & Tennis Club is for residential use according to the Declaration of Condominium. She explained that the property consists of 163 residential and 14 commercial units on the bottom floor, of which five are common elements, which have no access to the elevator or to the lobby. She further clarified that 92% of the building is residential use. She offered a 1978 survey of the Bayshore Yacht & Tennis Club dated 1978 into the record. She requested that the City convert the building to residential use if it was going to unify the property.

Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, addressed the Commission and explained that the Bayshore Yacht & Tennis Club Condominium Association has split zoning with commercial units on the entire ground floor. She questioned the problem with allowing the top floors as commercial use and suggested that the matter be resolved since it has been ongoing for over 30 years. She requested that the recording of the Commission Meetings be fixed so that people are able to view the meetings from their homes.

16. APPROVAL OF MINUTES

No Minutes were approved.

17. ADJOURNMENT

The meeting adjourned at 11:42 p.m.

Prepared and submitted by:

Yvonne P. Hamilton, CMC  
City Clerk

Adopted by the City Commission on  
this \_\_\_\_ day of \_\_\_\_\_ 2011.

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Corina S. Esquijarosa, Mayor

(Note: This document does not reflect a true verbatim record of the meeting. This is a summarization of the proceedings. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

13A124

**OFFICIAL MINUTES**

**CITY OF NORTH BAY VILLAGE  
TENTATIVE BUDGET PUBLIC HEARING  
TUESDAY, SEPTEMBER 6, 2011**

**6:30 P.M.**

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

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

Vice Mayor Connie Leon-Kreps called the Tentative Budget Public Hearing to order at 6:35 p.m., and Max Crown led the recitation of the Pledge of Allegiance to the Flag.

The following members of the Commission were present at roll call:

Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez

Absent:

Mayor Corina S. Esquijarosa  
Commissioner Frank Rodriguez

The following staff members were present:

Interim City Manager Robert Daniels  
City Attorney Nina Boniske and Kathryn Mehaffey  
Finance Director Lourdes Abadin  
Finance Director Gerard Pirri  
Public Work Director Samuel Zamacona  
City Clerk Yvonne P. Hamilton

**15B(1)**

City Attorney Boniske explained the procedures for the Budget Public Hearing where Roberts Rules of Order was waived and an open Public Hearing was held to address two items at the same time, the resolution on the tentative millage and the resolution on the tentative budget, in order to meet the requirements of Florida Statutes 200.65 pertaining to the millage.

Finance Director Gerard Pirri announced the name of the taxing authority, the Rolled Back Rate of 5.0216 which is the rate necessary to generate the same amount of operating revenue as last year's, and the operating millage of 4.7772 which is a negative 4.87 percent of the Rolled Back Rate.

City Clerk Hamilton read the Resolutions on the tentative millage and on the tentative budget into the record.

Vice Mayor Leon-Kreps opened the Budget Public Hearing.

Finance Director Pirri reported that changes had to be made to the budget because notice of award on a grant application to fund two police officers' position will not be received until the end of the month. He further reported that the budget also includes a proper amount to fully fund the Enterprise Fund and the General Fund. Over \$450,000 worth of expenses had to be cut from the consolidated General Fund, which includes the Street Maintenance Fund, the Building Fee Fund, and the After School Care and Summer Camp Fund. A little over \$120,000 worth of revenues was received for the Street Maintenance Fund, which would require a transfer from the General Fund each year to fund those expenses. One Hundred and Thirty-Four Dollars in grant funding was received from the Children's Trust and the expenses are over \$163,000. The additional funds money will be taken from the General Fund. The budget for legal expenses was reduced by \$90,000 and two full-time and one part-time position were eliminated from the Police Budget. Other cuts were made to various accounts in the General Government such as office supplies, special department supplies, professional services, etc.

Commissioner Lim asked if the \$450,000 deductions were taken only from the Police and Legal Departments.

Mr. Pirri stated that smaller amounts were taken from the General Fund from line items for the newsletter, promotions, marketing, and professional services.

Commissioner Lim asked if the budget presented to the Commission tonight represented all of those deductions.

Mr. Pirri said yes.

Commissioner Lim asked if the budget is balanced.

Mr. Pirri said yes. He further stated that the millage rate of 4.772 is the same rate as last year's rate.

Commissioner Lim asked if the 5.0216 rate is the total millage rate including the debt service.

Finance Director Pirri explained that the 5.0216 operating millage rates is the rate that would be required to receive equivalent operating revenue funding as last year. With the rate of 4.7772 there is an approximate reduction in operating revenue of a little over \$213,000. Without the \$213,000 reduction in the operating revenue, a millage rate of 5.0216 would be needed for an equivalent amount of operating revenue funding as last year's.

Vice Mayor Leon-Kreps asked for clarification on the amount that was not covered in the \$163,000 expenditure for the after school care/summer camp program.

Finance Director Pirri explained that some of the expenses covered the cost of a pizza party and supplies, but most of the money covered the utilities for the summer camp facility at the school. Notification was received from the county that a waiver on the cost was approved for the month of June. However, they were not able to give a waiver for July and August because their Fiscal Year ended on June 30, and notification on the waiver for those months will not be received until April or May 2012. Therefore, funding has to be available to cover the expenditure, if necessary.

Vice Mayor Leon-Kreps suggested that other alternatives be looked at to fund the balance so that the taxpayers do not have to assume the cost.

Interim City Manager Daniels clarified that a vacant driver position in the Street Maintenance Department was also frozen. He noted that like the matter with the Police Department, if the grant is received by the end of the year to fill the positions, this position will also be filled if funds become available. He explained the purpose of the further reductions to ensure that there was sufficient reserve.

Max Crown, of 1640 South Treasure Drive, asked how \$90,000 was saved from the legal expense.

Interim City Manager Daniels explained that the legal expenses were calculated based on all of the cases that had to be litigated. The City was successfully removed from one of the lawsuits where an amount was allocated for litigation expenses. Other amounts were trimmed from the account which left a budget of \$300,000.

Mr. Crown asked if the City was still paying the salary of the former Police Chief.

Interim City Manager Daniels stated that payment is being made under an agreement with the former Chief, which will expire in 2012. He noted that the former Chief is technically employed by the City as part of the agreement.

Mr. Crown asked if the former Chief is still receiving longevity payments.

Interim City Manager stated that all benefits remain intact while the former Chief is not physically with the City.

Finance Director Pirri stated that the former chief will be paid through February 2012.

Alvin Blake, resident of North Bay Island and Vice Chair of the Citizens Budget and Oversight Board, suggested that there be a retainer figure in the new budget for legal services for the normal daily activities.

Kevin Vericker, of 7520 Hispanola Avenue, asked about the amount of the reserve.

Finance Director Pirri referred to the budget summary sheet which showed reserve funds of \$391,172 in the Water, Sewer and Sanitation Department for the Utility Fund; \$23,200 in the Storm Water Fund which covers the Enterprise Fund; and a General Fund Balance reserve of \$2,454,000 of which \$1 Million is the fund balance reserve for the General Fund.

Mr. Vericker asked if the reserve is mixed in with the Utility Fund.

Mr. Pirri stated that the amounts are separate. He explained that the water, sewer, and sanitation line item is the reserve for the Utility Fund and the Storm Water Fund.

Interim City Manager Daniels explained that the City Code requires minimum balances for the reserves with two separate entries for the Enterprise Fund and the General Fund.

Mr. Vericker questioned the issue about the amount of money for the after school program that was not covered by the Children's Trust Grant that would have to be taken from the operating funds.

Interim City Manager Daniels explained that originally the budget was submitted with all of the expenses for the program. However, when the award was made, expenses for electricity and some other expenditures that are historically made on summer camps were cut. Therefore, the City has to account for \$28,000. He stated that the funds were placed into a separate account for accounting purposes so that they can be tracked.

Reinaldo Trujillo, of 7601 East Treasure Drive, suggested that a reduction be made in the car allowance for department heads as other government agencies are doing the same and since some citizens have complained about the issue.

Ann Bakst, of 1865 Kennedy Causeway, suggested that the members of the Commission work for \$1 per year or without a salary, that the Commission cut back on trips and attendance at functions, that the City not pay for the cost of spouses' attendance at functions, and that police officers pay part of the cost for insurance and gas for their take-home vehicles.

City Manager Daniels stated that officers pay an amount to recoup part of the cost for gas and insurance depending on how far out of the City they live, as part of the collective bargaining agreement that was renegotiated last year.

Reinaldo Trujillo, of 7601 East Treasure Drive, spoke of the importance of the members of the Commission attending meetings in Washington and Tallahassee and at Florida League of Cities meetings to lobby representatives for grant funding. He cited an example where lobbying produced funds that paid almost one hundred percent of the sewer force main project. He concurred that the members of the Commission could choose a representative to attend conferences, but the City should pay for transportation and meals for the spouses.

Alvin Blake, of 7601 Coquina Drive, pointed out that the budget for the City Commission is only two percent of the overall budget; therefore, the City should cut items where it makes sense to do so. He stated that car allowances, which are doubled, should not be greater than the amount for last year. He suggested that there be a set figure for a retainer for legal expenses.

Max Crown, of 1640 South Treasure Drive, suggested that the car allowance should be paid based on the amount that is allotted by the government for what it costs to operate a car, rather than the payment of a flat fee to the employees.

At this time Finance Director Pirri stated that the Roll Back Rate is 5.0216 mills, which is a 4.87 decrease in the proposed 4.7772 millage rate.

Vice Mayor Leon-Kreps closed the public hearing.

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE PROPOSED LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH BAY VILLAGE FOR FISCAL YEAR 2011-2012; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

Vice Mayor Connie Leon-Kreps made a motion to approve the Resolution and Commissioner Eddie Lim seconded the motion. The votes were as follow: Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Yes, and Commissioner Paul Vogel-Yes. The motion carried 3-0.

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR COMMENCING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

Vice Mayor Connie Leon-Kreps made a motion to approve the Resolution and Commissioner Eddie Lim seconded the motion. The votes were as follow: Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Yes, and Commissioner Paul Vogel-Yes. The motion carried 3-0.

City Manager Daniels announced a Regular City Commission Meeting for September 13, 2011 at 7:30 p.m. and the Final Budget Public Hearing on September 20, 2011 at 6:30 p.m.

4. **ADJOURNMENT**

The meeting adjourned at 8:47 p.m.

*Adopted by the City of North Bay Village on  
this \_\_\_\_\_ day of \_\_\_\_\_ 2011.*

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*Corina S. Esquijarosa, Mayor*

(Note: This document does not reflect a true verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

**15B(8)**

**OFFICIAL MINUTES**

**CITY OF NORTH BAY VILLAGE  
SPECIAL CITY COMMISSION MEETING  
TUESDAY, SEPTEMBER 20, 2011**

**6:00 P.M.**

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

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

Mayor Corina S. Esquijarosa called the Regular Meeting of the City Commission to order at 7:34 p.m., and the Pledge of Allegiance to the Flag was recited. The following members of the Commission were present at roll call:

Mayor Corina S. Esquijarosa  
Vice Mayor Connie Leon-Kreps  
Commissioner Eddie Lim  
Commissioner Frank Rodriguez

Commissioner Paul Vogel was absent due to illness.

The following staff members were present:

Interim City Manager Robert Daniels  
City Attorney Nina Boniske and Kathryn Mehaffey  
Financial Planner Lourdes Abadin  
Finance Director Gerard Pirri  
Public Work Director Samuel Zamacona  
City Clerk Yvonne P. Hamilton

The City Clerk read Items 2C, 2D, and 2E into the record. Items 2A and 2B were removed from the Consent Agenda for discussion.

2. **CONSENT AGENDA**

- A. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BAY VILLAGE AND THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL 678, AFL-CIO; AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The City Clerk read the Resolution by title.

Mayor Esquijarosa asked for clarification that the increased health insurance deductions from the employees will not be retroactive to this fiscal year.

Interim City Manager Daniels clarified that there will be no retroactive deductions.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Resolution, and Vice Mayor Connie Leon-Kreps seconded the motion. The votes were as follow: Vice Mayor Connie Leon-Kreps-Yes, Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion carried 4-0.

- B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH "THE MIAMI HERALD PUBLISHING MEDIA COMPANY" FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The City Clerk read the Resolution by title.

Commissioner Rodriguez asked if a search was conducted with various publishing companies to obtain a lower price.

City Clerk Hamilton explained that different quotes were not obtained. The contract was being submitted to the Commission for renewal.

Commissioner Lim discussed a request by the former Mayor to utilize the *Miami New Times* for publishing the notices.

Mayor Esquijarosa asked the City Clerk to obtain three (3) price quotes the next time the contract is up for renewal.

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve the Resolution, and Vice Mayor Connie Leon-Kreps seconded the motion. The votes were as follow: Vice Mayor Connie Leon-Kreps-Yes, Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-No, and Mayor Corina S. Esquijarosa-Yes. The motion carried 3-1.

- C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**
- D. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT IN FORM BETWEEN THE CHILDREN'S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTER-SCHOOL CARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

Mayor Corina S. Esquijarosa moved from the Chair and made a motion to approve Consent Agenda Items 2C, 2D, and 2E, and Vice Mayor Connie Leon-Kreps seconded the motion. The votes were as follow: Vice Mayor Connie Leon-Kreps-Yes, Commissioner Eddie Lim-Yes, Commissioner Paul Vogel-Absent, Commissioner Frank Rodriguez-Yes, and Mayor Corina S. Esquijarosa-Yes. The motion carried 4-0.

**3. ADJOURNMENT**

The meeting adjourned at 6:20 p.m.

Prepared and submitted by:

Yvonne P. Hamilton, CMC, City Clerk

Adopted by the City Commission on  
this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

(Note: This document does not reflect a true verbatim record of the meeting. This is a summarization of the proceedings. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)