



North Bay Village

Administrative Offices

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

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

REVISED

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

**TREASURE ISLAND ELEMENTARY SCHOOL
7540 EAST TREASURE DRIVE
NORTH BAY VILLAGE, FL 33141**

TUESDAY, NOVEMBER 12, 2013

7:30 P.M.

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. COMMISSIONER SALLY HEYMAN
2. JAIRO REYES, PIZZA D'LIGHT
3. NORTH BAY VILLAGE OPTIMIST CLUB
4. AL COLETTA, 7904 WEST DRIVE
5. VILLAGE EMPLOYEE BRIAN VELASCO
6. ROTC VOLUNTEERS
7. LIEUTENANT JAMES MCCREADY

B. SPECIAL PRESENTATIONS

1. DR. SHERRY L. KRUBITCH, PRINCIPAL OF TREASURE ISLAND ELEMENTARY SCHOOL

2. **ANDREA SCHONENBER, MIAMI DISTRICT DIRECTOR,
BEST BUDDIES**
3. **VILLAGE LOBBYIST – GOMEZ BARKER & ASSOCIATES**
4. **KEEFE MCCULLOUGH & CO., LLC– QUARTERLY
FINANCIAL REPORT**

B. ADDITIONS AND DELETIONS

3. **BOARD REPORTS**
4. **PUBLIC SAFETY DISCUSSION**
5. **COMMISSIONERS' REPORTS**
6. **VILLAGE ATTORNEY'S REPORT**
7. **VILLAGE MANAGER'S REPORT**
8. **FINANCE REPORT**
9. **GOOD & WELFARE AT APPROXIMATELY 8:30 P.M.**
10. **CONSENT AGENDA: Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.**

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD IN THE AMOUNT OF \$2,087 FOR THE PROVISION OF POLICE VEHICLE LAPTOP COMPUTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CONTRACT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE CONTRACT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the acceptance of grant funding to purchase three new laptops with records keeping software for use by patrol officers.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2014 GENERAL OPERATING BUDGET BY INCREASING THE GENERAL OPERATING REVENUE ACCOUNT, (CONTRIBUTIONS AND DONATIONS) AND INCREASING THE GENERAL OPERATING EXPENDITURE ACCOUNT (SPECIAL EVENTS) BY \$3,500; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will appropriate \$3,500 to cover the cost of the Children's Holiday Party.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RENEW A 48-MONTH LEASE AGREEMENT WITH PITNEY BOWES FOR THE LEASE OF A DIGITAL MAILING MACHINE, WEIGHING PLATFORM, AND DESK TOP FOLDER/INSERTER; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; PROVIDING FOR EXECUTION OF THE AGREEMENT; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will renew an agreement for the continued lease of a mailing system with a reduced price from \$245 to \$188 monthly.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECOGNIZING NOVEMBER 2013 AS FLORIDA ADOPTION MONTH; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will observe November 2013 as Florida Adoption Month.

- 1.) Commission Action**

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CANCELLING APPOINTMENT OF MEMBERS TO THE BUSINESS DEVELOPMENT ADVISORY COMMITTEE; PROVIDING FOR THE APPOINTMENT OF NEW MEMBERS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

The proposed Resolution will cancel previous appointments and allow the Commission to appoint new members to the Committee.

1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$367,265 OF AVAILABLE NON-APPROPRIATED POLICE FEDERAL FORFEITURE FUNDS FROM THE LAW ENFORCEMENT TRUST FUND (FUND 07); AUTHORIZING THE DISBURSEMENT AND EXPENDITURE OF SUCH FUNDS FOR LAW ENFORCEMENT EXPENSES AS SET FORTH HEREIN; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will establish funds in the police federal forfeiture account and will allow expenditure of such funds for the purposes set forth in the Resolution.

1.) Commission Action

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2012-2013 BUDGET MAKING END OF YEAR ADJUSTMENTS TO THE ANNUAL BUDGET ADOPTED ON SEPTEMBER 27, 2012 FOR FISCAL YEAR OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow for the budget amendment to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA CREATING AN AUDIT COMMITTEE AND APPROVING GENERAL SPECIFICATIONS FOR AUDITING SERVICES PURSUANT TO LOCAL AND STATE REGULATIONS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will establish a committee to assist the Commission in selecting an auditing firm to audit the financial statements of the Village.

1.) Commission Action

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAYVILLAGE, FLORIDA, OPPOSING AND URGING AMENDMENT TO OR REPEAL OF THE BIGGERT WATERS FLOOD INSURANCE REFORM ACT; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

The proposed Resolution is requesting the United States Congress, Florida Senator Bill Nelson and Marco Rubio and U.S. Representative Bill Young to take immediate action to delay or repeal those portions of the Act that impose a punitive and unjust financial burden on coastal real property owners as a result of the Flood Insurance Reform Act of 2012 and FEMA's revised Base Flood Elevation Map.

1.) Commission Action

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The proposed Resolution will allow the installation of a diesel-fueled generator to encroach the east side-yard setback.

1.) Commission Action

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF- DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)**

The proposed Ordinance will allow off-duty police to be provided during construction of buildings over three stories high to monitor the flow of traffic in and around the construction sites.

1.) Commission Action

- C. AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS-OF-WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The proposed Ordinance will renew a franchise agreement with Peoples Gas System to provide natural gas services for the Village.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE LITIGATION SETTLEMENT AGREEMENT WITH ISLE OF DREAMS, LLC; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE SETTLEMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE SETTLEMENT AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approval of the proposed Resolution will lead to the settlement of the litigation avoiding future legal fees and costs.

1.) Commission Action

- E. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN ISLE OF DREAMS, LLC AND NORTH BAY VILLAGE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR AND VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The proposed Ordinance will allow for development of the property in accordance with the Village's regulations.

1.) Commission Action

14. UNFINISHED BUSINESS

15. NEW BUSINESS

A.) VILLAGE HOLIDAY DECORATIONS

1.) Commission Action

B.) LEASE OF ADDITIONAL OFFICE SPACE AT CAUSEWAY TOWERS (*VILLAGE MANAGER FRANK K. ROLLASON*)

1.) Commission Action

Revised

C.) VILLAGE CAUSEWAY COMMITTEE (*VILLAGE FRANK K. ROLLASON*)

1.) Commission Action

16. APPROVAL OF MINUTES

Special Village Commission Meeting – 4/1/2013
Regular Village Commission Meeting – 5/14/2013
Regular Village Commission Meeting – 6/11/2013
Special Village Commission Meeting – 7/11/2013
Regular Village Commission Meeting – 7/16/2013
Special Village Commission Meeting - 7/22/2013
Special Village Commission Meeting – 7/31/2013
Special Village Commission Meeting – 8/13/2013
Special Village Commission Meeting – 9/17/2013
Special Village Commission Meeting – 9/25/2013
Regular Village Commission Meeting – 9/25/2013

1.) Commission Action

17. ADJOURNMENT

VILLAGE MANAGER'S REPORT

TO

The Mayor and Members of the Village Commission

November 12, 2013

1. **Labor Negotiations update:** Exec Session held on November 4, 2013. Village Negotiating Team to set up meetings with FOP and LIUNA Unions to continue the process.
2. **Citizens Survey Update:** Preparation on-going at Barry University.
3. **Force Main through Miami Beach update:** Metro Equipment has provided an updated price proposal to remove the vault in the right of way. The original proposal of \$159,355 has increased by an additional \$15,988 for a total of 175,343 – will have to go to Commission for approval of increase – original amount approved by Commission on 9/13/12 via Resolution No. 2012-37.
4. **Web Site update:** Staff continuing work with a new potential vendor. Input meeting being scheduled with Vice Mayor and Mr. Henrik Risvang for additional ideas.
5. **Sanitary Flow Test update:** Re-testing taking place to verify numbers from original test.
6. **New City Hall Project update:** Manager met with Bermillo Ajamil Architects (B&A) on October 24th to review preliminary work they performed in 2007. B&A to perform pro-bono work to give options for moving forward. Miami-Dade Fire has provided their minimum requirements for a two bay fire station which will be included for further architectural review.
7. **Flat Bridge Pedestrian Guard Rail update:** Guard rail design has been provided by FDOT and distributed to Commissioners on 10/30/13 for consideration.
8. **Street Signage update:** Follow-up e-mail sent to County Public Works by NBV Public Works Director on 10/28/13.
9. **Performance Measures update:** Plugging along – have had initial meeting with all Directors. Follow-up meetings to be scheduled for early November to review their proposals.
10. **FY 2015 Budget Prep (Zero Based Budget) update:** Work will begin on this budget process once end of year close out is completed by Finance Department – estimated to be no later than end of November 2013.
11. **Dumpster Bins vs. Turkey Vultures update:** Working with Code Enforcement to bring existing dumpster bins into compliance with lids and doors that close and latch. Also, working with businesses to keep premises clean and tidy – no more debris lying around.

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12. **Results of meeting between Manager & WSH-Nina Boniske on re: Legal Fees:** Meeting took place per Commission directive on September 25, 2013. Fees pertaining to Monthly Flat Fee, Litigation Fees, and Recovery Fees were discussed in depth with the emphasis from the Manager to have them lowered significantly as expressed by the Commission. Ms. Boniske stated she would explore options with the other partners in her firm and get back with Manager. Manager requested Ms. Boniske to send her response directly to the Mayor and Commissioners and copy Manager. Manager also requested Ms. Boniske to submit said response in a timely manner in the event that the Commission might possibly desire to give direction or take action at the November 12, 2013 regular commission meeting.



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NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: October 10, 2013

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

FROM: Frank K. Rollason
Village Manager

SUBJECT: FY 2014 Miami-Dade County Edward Byrne Memorial Justice Assistance Grant

RECOMMENDATION

It is recommended that the Village Commission approve the attached Resolution accepting a Fiscal Year 2014 Edward Byrne Memorial Justice Assistant Grant (JAG) award for \$2,087; authorizing the Village Manager to execute the grant agreement; and authorizing expenditure of the funds.

FY 14 Miami-Dade County Edward Byrne Memorial Justice Assistance Grant

BACKGROUND AND ANALYSIS

Funding Source: FY 14 Miami-Dade County Edward Byrne Memorial Justice Assistance Grant

Program Title: Equipment Update

Amount Awarded: \$2,087

Match Required: \$0

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Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

MEMO TO VILLAGE COMMISSION

OCTOBER 10, 2013

PAGE 2 OF 3

On June 27, 2013, North Bay Village requested FY2014 JAG funding to replace three laptops for use by the patrol officers within the Police Department. Officers currently use laptops for record management purposes and the laptops that they are using are outdated. The new laptops will be upgraded with records keeping software.

Having laptops available in police cars when on the road allows officers to have immediate access to vital information and the background of the person/case that they are working on. There is also a safety component to having working laptops in patrol cars. When officers are not able to complete routine paperwork on their laptop, they are forced to return to the station to work on a desktop computer; losing up to two hours of patrol time. This reduces the availability of that officer to quickly provide backup in the event that another officer calls for assistance.

Proposed Kid Print Electronic Identification Program

The North Bay Village Police Department will purchase three new laptops for use by the Village's road officers. The Village contracts with an Information Technology company to purchase and maintain all computers. Each laptop will be loaded with the department's most recent records keeping software. If necessary, officers will be trained on the use of the software and new laptops. The benefits to the Village Police Department of purchasing these computers include;

- Officers will be able to quickly access information when on the road without technical malfunctions due to outdated equipment.
- Reduce time officers spend completing reports.
- Laptops will have increased capacity allowing the Department to install additional software in the future as needed.
- Officers will have access to online databases for cross-referencing
- Officers will spend more time patrolling the Village
- Improved accuracy of paperwork because officers are able to complete documentation immediately following an incident as opposed to attempting to recount the details when they return to the station.

BUDGETARY IMPACT:

There is no cost to accept the funds, and a match is not required.

PERSONNEL IMPACT:

None

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

10A(2)
Commissioner
Jorge Gonzalez

MEMO TO VILLAGE COMMISSION

OCTOBER 10, 2013

PAGE 3 OF 3

CONTACT:

Frank K. Rollason
Village Manager

Lakeesha Morris
Grant Writer

Robert Daniels
Police Chief

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

10A(3)
Commissioner
Jorge Gonzalez



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MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD IN THE AMOUNT OF \$2,087 FOR THE PROVISION OF POLICE VEHICLE LAPTOP COMPUTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CONTRACT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE CONTRACT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

10A(4)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD IN THE AMOUNT OF \$2,087 FOR THE PROVISION OF POLICE VEHICLE LAPTOP COMPUTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CONTRACT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE CONTRACT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village ("Village") applied for the Edward Byrne Memorial Justice Assistant Grant (JAG) Program from the Department of Justice through the Bureau of Justice Assistance (BJA); and

WHEREAS, Miami-Dade County's Office of Management and Budget (the "Department") was 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, (the Act"), and awarded the Village a grant (the "Grant") for Two Thousand and Eighty-Seven Dollars (\$2,087); and

WHEREAS, the Village Commission desires to accept the grant; and

WHEREAS, there is no dollar match requirement for the grant; and

WHEREAS, the grant will allow the replacement of three out-of-date police vehicle laptop computers to improve police services; and

WHEREAS, the Village finds that this Resolution will promote the health, safety and welfare of the Village.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

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

Section 3. Authorization of Village Officials. The Village Manager is authorized to take all actions necessary to enter into the Contract and implement the terms and conditions of the Contract.

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

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption hereof.

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

FINAL VOTE ADOPTION:

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

PASSED AND ADOPTED this ___ day of November 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

WEISS SEROTA HELFMAN PASTORIZA COLE
& BONISKE, P.E.
NORTH BAY VILLAGE:

North Bay Village Resolution-FY 2014 Miami-Dade County Edward Byrne Memorial Justice Grant

North Bay Village

FY2014

Contract

10A(7)

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2013, 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, 19th 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 grantee for the State of Florida is authorized to contract for 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 **\$2,087**. 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. Availability of funds shall be determined in the sole discretion 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, 2013 through July 31, 2014.

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, as may be amended from time to time, as well as with Chapter 11D-9 of the Florida Administrative Code, and all applicable federal, state and local laws, regulations and policies. 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

10A(9)

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.

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable

persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

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:

If to the COUNTY:

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

If to the PROVIDER:

North Bay Village Police Department
1841 Galleon Street
North Bay Village, FL 33141
Attention: Ms. Lakeesha Morris

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 or default 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 D); (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 D); (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; (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; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

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) 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 decline to contract with the Provider in the future;

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, upon written approval of the Department. Variances greater than ten percent (10%) in any approved line item shall require a written amendment signed by both parties.

B. Recapture Funds. At the conclusion of the second quarter and upon submission of the Quarterly Performance Report and Expenditure Report, 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 which documents those steps the municipality will take in the Third Quarter to fully expend the contract by the end of the program period.

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 period, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process, and will notify the Provider in writing of the recapture amount.

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 Expenditure Report shall be submitted by August 15, 2014.

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and 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, the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. 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 any 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 Funds under this Contract. Equipment acquired shall be used and managed by the Provider 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 at least five (5) 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 five-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 five (5) 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.

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

B. Reporting Requirements.

1. Quarterly and Final 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 the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final 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 the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final 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 period.

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.

10A(18)

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. Nothing in this contract shall be considered a waiver of sovereign immunity.

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 E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E 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 fifteen (15) 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

10A(21)

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

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program 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

10A(23)

PROGRAM NARRATIVE

Jurisdiction Name: North Bay Village

Contact Person: Lakeesha Morris

Address: 1841 Galleon Street
North Bay Village, FL 33141

Contact Numbers: (305) 758-2626

Program Area: Records Improvement

Program Dates: 10/01/13 through 07/31/14

Program Name: Patrol Officer Laptops

Target Population: Residents of North Bay Village

Problem Identification

Police Officers in North Bay Village currently use laptops for record management purposes. However, the laptops currently in use are outdated and need to be replaced. Having laptops available in police cars when on the road allows officers to have immediate access to vital data, including background information for the person/case they are working on. There is also a safety component to having working laptops in patrol cars. When officers are not able to complete routine paperwork on their laptop, they are forced to return to the station to work on a desktop computer, losing up to 2 hours of patrol time. This reduces the availability of that officer to quickly respond and provide backup in the event that another officer calls for assistance.

Program Description

The North Bay Village Police Department plan to utilize Fy2014 Byrne/JAG funds to purchase three new laptops for use by the Village's patrol officers. Each laptop will be loaded with the department's most recent records keeping software. If necessary, officers will be trained on the use of the software and new laptops. The benefits to the Village Police Department of purchasing these computers include:

- Officers will be able to quickly access information when on the road without technical malfunctions due to outdated equipment.
- Reduce time officers spend completing reports.
- Laptops will have increased capacity allowing the Department to install additional software in the future as needed.
- Officers will have access to online databases for cross-referencing
- Officers will spend more time patrolling the Village
- Improved accuracy of paperwork because officers are able to complete documentation immediately following an incident as opposed to attempting to recount the details when they return to the station.

10A (24)

Jurisdiction Name: North Bay Village

Contact Person: Lakeesha Morris

Address: 1841 Galleon Street
North Bay Village, FL 33141

Contact Numbers: (305) 758-2626

Program Area: Records Improvement

Program Dates: 10/01/13 through 07/31/14

Program Name: Patrol Officer Laptops

Target Population: Residents of North Bay Village

Required Activities	Planned Measures	Monitoring Plan
<p>To purchase equipment for criminal justice records improvement activities in this project.</p>	<p>The Provider shall be responsible for: Purchase three (3) laptop computers.</p>	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Copies of purchase orders, invoices and cancelled checks for all materials purchased.</p> <p>Demonstration of new laptops.</p>

PROGRAM BUDGET

Attachment B

Jurisdiction Name: North Bay Village

Contact Person: Lakeesha Morris

Program Area: Records Improvement

Phone: (305) 758 2626

Program Name: Patrol Officer Laptops

Program Dates: 10/01/13- 07/31/14

CONTRACTUAL SERVICES TOTAL

\$2,087

Salaries and Benefits, Total

\$0

Operating Capital Outlay Total

\$2,087

Three (3) laptop computers including shipping/handling and one year warranty

\$2,087

Expenses, Total

\$0

Total Budget

\$2,087

Dade County will reimburse an amount not to exceed: \$2,087

10A(26)

ATTACHMENT C

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

Quarterly Project Performance Report

RECORDS IMPROVEMENT
Fiscal Year 2014

North Bay Village
(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4 (FINAL)	July 1 - July 31	August 5

Report Number	Quarterly Period	Report Due Dates

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.

10A(27)

FY2014 Quarterly Project Report
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

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.

PRINT THIS PAGE ON YOUR LETTERHEAD
Edward Byrne Memorial Justice Assistance Grant Program
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: _____
 Name of Agency/City: _____ Date: _____
 Project Title: _____ Claim Number: _____
 Telephone Number: _____ Claim Period: _____
 Name of Person Completing Form: _____

1. Total Federal Budget _____ 2. Amount of this Invoice: _____
 3. Amount of Previous Invoices _____ 4. Remaining Budget Balance \$0.00
(Subtract lines 2 & 3 from line 1)

Category	AGENCY Requested Amount for Reimbursement (as indicated on Line 2 above)	FOR OMB USE ONLY: Approved Amount for Reimbursement
Salaries & Benefits	_____	_____
Contractual Services	_____	_____
Expenses	_____	_____
Operating Capital Outlay	_____	_____
Total Claim Amount	\$0.00	_____

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

I hereby 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,

 Authorized Signature (Chief of Police/Other City Official)

 Payment Approved, Miami-Dade County OMB

FOR OMB USE ONLY

G/L Coding _____
 Invoice Number: _____ Invoice Description: _____
 Vendor #: _____ Voucher #: **VQBU** _____
 Index Code: _____
 Amount to Pay: _____ Package Reviewed by Liaison: _____
 Subject: _____ Date Submitted by Liaison in IWA: _____
 Resolution: _____

SUPPORTING DOCUMENTATION FOR THIS PAYMENT MAINTAINED BY OMB-GRANTS COORDINATION

10A(29)

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Salaries and Benefits)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

	Name Officer/Staff	Date of Activity	Type of Activity*	Total Hours	Total Amount
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____

*(Presentation, Parent Meeting, Field trip, etc.)

Total Amount for Salaries and Benefits (if applicable): _____ \$0.00

Total Hours: _____ 0.00

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF _____ \$0.00 IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 2 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 3 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 4 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 5 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 6 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 7 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 8 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____

VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.

10A(30)

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 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.

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:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

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.

10A(35)

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.

VI. 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.

VII. 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.

VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES 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.

IX. 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

10A(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)

10A(41)

**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 _____
(print Name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the 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.

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)

10A(44)

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".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

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".

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
-------------------------	----------------	-----------------------

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: _____

10A(45)



North Bay Village

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 31, 2013

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager 

PRESENTED BY STAFF: Bert Wrains, CGFO Finance Director

SUBJECT: FY 2014 Budget Amendment – Children’s Holiday Party

RECOMMENDATION:

It is recommended that the Village Commission approve the resolution to amend the FY 2014 budget by \$3,500 as follows. Increase Revenue account 01-000-366-3663 Contribution and Donations and increase Expenditure Account 01-071-574-5450 Special Events the same amount.

BACKGROUND:

The Village has held a Children’s Holiday Party event in December for the past 2 years. This event was held on Gallon Street near the Village’s Police and Public Works building. Snow brought in by a local vendor and other attractions for the kids were provided. The funding for this event was not included in the FY 2014 budget. Mr. Brett Gelsomino, ZOM Florida, Inc, developer of BLU on Harbour Island has provided \$3,500 to the Village for sponsorship for this unfunded event.

FINANCIAL IMPACT:

This will not have a major impact on the FY 2014 beyond increasing the Total FY 2014 General Fund by \$3,500. The amendment as presented will increase revenues and expenditures the same amount.

BUGETARY IMPACT (Finance Dept):

This will increase the FY 2014 General Fund budget by \$3,500.

PERSONNEL IMPACT:

This will have some impact on staff as this will be an additional event to plan for and carry out.

Via Express Mail



October 17, 2013

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

Frank,

Enclosed please find a check made payable to North Bay Village in the amount of \$3,500. As the holiday season nears, ZOM Development wishes to show our support for our community, our neighbors and their families by proudly sponsoring the Village's Annual Children's Holiday Party. Upon receipt, should you have any questions, please do not hesitate to contact me.

On behalf of the entire ZOM team, Happy Holidays!

Sincerely,

Brett Gelsomino
Development Manager

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CLRF-NBV LP v ZF Development II, LLC

300 Summit Park Dr
Suite 300
Orlando, FL 32810
407.544.6500

JPMorgan Chase Bank, N.A.
New York, NY 10177

DATE: October 16, 2013
CHECK NO.: 1174
AMOUNT: \$3,500.00

Pay to the order of: Three thousand five hundred dollars and no cents

Valid after 90 days

TO THE ORDER OF: CITY OF NORTH BAY VILLAGE

Two signatures required \$20,000 and over

Walter P. B...

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈000001174⑈ ⑆021000021⑆ 125090190⑈

10B(3)



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Vice Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2014 GENERAL OPERATING BUDGET BY INCREASING THE GENERAL OPERATING REVENUE ACCOUNT, (CONTRIBUTIONS AND DONATIONS) AND INCREASING THE GENERAL OPERATING EXPENDITURE ACCOUNT (SPECIAL EVENTS) BY \$3,500; PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

10B(4)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2014 GENERAL OPERATING BUDGET BY INCREASING THE GENERAL OPERATING REVENUE ACCOUNT, (CONTRIBUTIONS AND DONATIONS) AND INCREASING THE GENERAL OPERATING EXPENDITURE ACCOUNT (SPECIAL EVENTS) BY \$3,500; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Commission of North Bay Village, Florida, adopted a budget for the Fiscal Year 2014 on September 25, 2013; and

WHEREAS, funds were not appropriated for the Village's Annual Children's Holiday Event; and

WHEREAS, the Village received a donation of \$3,500 to cover the cost of the Village's Annual Children's Holiday Event; and

WHEREAS, the Village Manager has recommended that the budget be amended to increase the General Fund Revenue Account/Contribution and Donations (01-000-366-3663) by \$3,500 and increase the General Fund Expense Account/Special Events (01-071-574-5450) by \$3,500 to fund the Village's Children's Holiday Event.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Budget Amendment. The Village Manager is hereby authorized to amend the FY 2014 General Operating Budget to increase the General Fund Revenue Account/Contribution and Donations (01-000-366-3663) by \$3,500 and to increase the General Fund Expense Account/Special Events (01-071-574-5450) by \$3,500 to fund the Village's Children's Holiday Event.

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of November 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

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

North Bay Village Resolution: Budget Amendment-\$3,500 for Village Holiday Party.

10B(6)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 29, 2013

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

RECOMMENDED BY STAFF/COMMISSIONER: 
Frank K. Rollason
Village Manager

PRESENTED BY STAFF: Yvonne P. Hamilton, CMC, Village Clerk

SUBJECT: Pitney Bowes Mailing System

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing a 48-month lease agreement with Pitney Bowes, Inc. for a mailing system, which includes a Desktop Folder/Inserter and a Digital Mailing System

BACKGROUND:

The automatic mailing system, which provides metered postage and folding and inserting documents into envelopes, is due to expire in November 2013. This system provides a more efficient and effective method of preparing documents for mailing. In addition to the normal day to day mailing functions, the Village is responsible for processing thousands of mailings associated with notice of public hearings. We will retain the same exact system, which currently suit our needs. Pitney Bowes is also including a new folding machine which was lost during relocation to our current office.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall


Commissioner
Jorge Gonzalez

**MEMO TO VILLAGE COMMISSION
OCTOBER 29, 2013
PAGE 2 OF 2**

The current monthly fee is \$245. Pitney Bowes has proposed a new reduced monthly fee of \$188. This is an annual cost savings of \$684. The Village wishes to waive competitive bidding pursuant to Section 36.25 of the Village Code for this agreement and piggyback the lease from the State of Florida Contract #600-760-11-1.

BUDGETARY IMPACT:

The equipment will be leased at a cost of \$188 per month which will result in a \$684 savings in account 01.019.519.5400 Equipment Rental. Funds are budgeted in the adopted Fiscal Year 2013-2014 budget to cover the cost of this equipment.

PERSONNEL IMPACT:

None

CONTACT:

Yvonne P. Hamilton, Village Clerk
Bert Wrains, Director of Finance

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

10C(2)
Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Vice Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RENEW A 48-MONTH LEASE AGREEMENT WITH PITNEY BOWES FOR THE LEASE OF A DIGITAL MAILING MACHINE, WEIGHING PLATFORM, AND DESK TOP FOLDER/INSERTER; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; PROVIDING FOR EXECUTION OF THE AGREEMENT; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

10C(3)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO: _____

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RENEW A 48-MONTH LEASE AGREEMENT WITH PITNEY BOWES FOR THE LEASE OF A DIGITAL MAILING MACHINE, WEIGHING PLATFORM, AND DESK TOP FOLDER/INSERTER; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; PROVIDING FOR EXECUTION OF THE AGREEMENT; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.
(INTRODUCED BY FRANK K. ROLLASON)**

WHEREAS, staff wishes to continue to utilize Pitney Bowes to provide mailing and related services; and

WHEREAS, the Village has leased similar equipment from the company for the past several years, which has proven to be very dependable and cost efficient; and

WHEREAS, Section 36.25(J) of the Village of North Bay Village Code of Ordinances authorizes the award of a contract without sealed bidding upon the determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity in the State of Florida; and

WHEREAS, the Village Manager has determined that the proposed purchase meets acceptability criteria and is available under the piggy-back purchase provision, through the State of Florida Contract No. 600-760-11-1; and

WHEREAS, it is recommended that the Village Commission authorize the renewal of a lease agreement with Pitney Bowes for a digital mailing machine, a weighing platform, and a desk top folder/insertter under a 48-month lease agreement at a monthly fee of \$188.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Approval of Agreement. The agreement for the lease of the Pitney Bowes digital mailing machine, weighing platform, and desk top folder/insertor is hereby approved for renewal in accordance with the proposal attached hereto as "Exhibit 1".

Section 3. Waiver of Competitive Bidding. Competitive bidding for the award of this Purchase from Pitney Bowes is hereby waived pursuant to Section 36.25(J) of the Village Code.

Section 4. Execution of any Required Agreements. The Village Manager is authorized to execute the Agreement, attached hereto as Exhibit "1", to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Authorization of Village Officials. The Village Manager and/or his designee are authorized to implement the terms and conditions of the agreement.

Section 6. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to implement the terms of this Agreement.

Section 7. Effective Date. This Resolution shall take effect immediately upon approval.

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

FINAL VOTE ADOPTION:

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

PASSED AND ADOPTED this ____ day of November 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

WEISS SEROTA HELFMAN PASTORIZA COLE
& BONISKE, P.E.
NORTH BAY VILLAGE:

North Bay Village Resolution: Lease Agreement: Pitney Bowes, Inc.-Digital Mailing Machine/Folder/Inserter
Machine.



Engineering the flow of communication™

State of Florida Contract #600-760-11-1
Order Form

Agreement Number

Your Business Information

CITY OF NORTH BAY VILLAGE

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
1666 KENNEDY CSWY STE 300	NORTH BAY VILLAGE	FL	33141-4134
Billing Address	City	State	Zip+4
		21651106862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
1666 KENNEDY CSWY STE 300	NORTH BAY VILLAGE	FL	33141-4134
Installation Address (if different than billing address)	City	State	Zip+4
		65413120208	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Please note any special billing requirements here	Invoice Attention of	Customer PO #	

Your Business Needs

Qty	Business Solution Description
1	Mail Stream Solution - 1
1	DM400C Digital Meter System
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C
1	Accounting (50 Dept) Software
1	5 lb Integrated Weighing
1	95 LPM Feature
1	Integrated Weighing Platform
1	IntelliLink Subscription
1	OfficeRight DI200 (3) Station w/ Training & Installation

Check items to be included in customer's payment

- Service Level Agreement
Provides Standard SLA with Training
- Software Maintenance (additional terms apply)
Provides revision updates and technical assistance
- Soft-Guard® Subscription
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- IntelliLink® Subscription/Meter Rental/Value Based Services
Provides simplified billing and includes postage resets
- Value Based Services
- Purchase Power Receive an invoice for postage, consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months	Monthly amount*
First 48	\$188.00

- Required Advanced check of \$0.00 received.
- Tax Exempt certificate attached

* Does not include any applicable sales taxes & Payment plans begin after any applicable Pro-rated Usage Period

Your Acknowledgement

By your signature below, you are entering into a Lease Agreement pursuant to the terms and conditions of the State Contract #600-760-11-1.

Signature	Date	
Print Name	Title	Email Address
Daryl S. Kanning	109	
Account Rep	District Office	PBGFS Acceptance

100(7)



Engineering the flow of communication™

State of Florida Contract #600-760-07-01
Order Form

Agreement Number

Your Business Information

CITY OF NORTH BAY VILLAGE

Full Legal Name of Lessee

1666 79TH STREET CSWY STE 700

Billing Address

DBA Name of Lessee

NORTH BAY VILLAGE

City

Tax ID # (FEIN/TIN)

FL

State

33141-4100

Zip+4

Billing Contact Name

1666 79TH STREET CSWY STE 700

Installation Address (if different than billing address)

Billing Contact Phone #

NORTH BAY VILLAGE

City

Billing CAN #

FL

State

33141-4100

Zip+4

Installation Contact Name

Installation Contact Phone #

05413120200

Installation CAN #

Please note any special billing requirements here

Invoice Attention of

Customer PO #

Your Business Needs

Qty	Business Solution Description
1	Mult Stream Solution - 2
1	DM400C Digital Meter System
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C w/P
1	Accounting (80 Dept) Software
1	5 lb Integrated Weighing
1	Integrated Weighing Platform
1	IntelliLink Subscription
1	OfficeRight D100 (3) Station w/ Training & Installation

Check Name to be included in customer's payment

- Service Level Agreement
- Provides Standard SLA with Training
 - Software Maintenance (additional terms apply)
Provides routine updates and technical assistance
 - Self-Overseer Subscription
Provides 24x7 email and carrier updates
If you do not elect to include Self-Overseer protection with your lease, you will automatically receive updates at the then-current rates.
 - IntelliLink Subscription/Meter Rental/Value Based Services
Provides simplified billing and includes postage costs
() Value Based Services
(s) Purchase Power Returns on invoice for postage, consolidated billing, (No Transaction Fees) and enhanced management reporting information.

Your Payment Plan

Number of months	Monthly amount*
First 48	\$244.69

- () Required Advanced check of \$0.00 received.
- () Tax Exempt certificate attached

* Does not include any applicable sales taxes & Payment plans begin after any applicable Pro-rated Usage Period

Your Acknowledgement

By your signature below, you are entering into a lease Agreement pursuant to the terms and conditions of the State Contract #600-760-07-1

Signature: Robert Pushkin Date: 11/18/09
 Print Name: Robert Pushkin Title: Assistant City Manager
 Account Rep: Roland Murillo District Office: 066 Acceptation: [Signature]
 Address: 1666 79th Street CSWY Ste 700 North Bay Village, FL 33141

10C.18

100(9)

Item or Model Number	Volume Per Month	Description	Less Percentage (%) Discount	State Contract Purchase Price	Prior to 1 Year of Maintenance as Purchased Equipment	36 Month Lease Price per Month including Maintenance	36 Month Lease Cost Interest Rate Charged For Lease	48 Month Lease Price per Month including Maintenance	48 Month Lease Cost Interest Rate Charged For Lease	60 Month Lease Price per Month including Maintenance	60 Month Lease Cost Interest Rate Charged For Lease
RCML		KIOSK LEASE PACKAGE	16%	\$ 22,260.00	2,074.00	800.00	0.9813%	662.00	2,695.5%	586.00	4,405.3%
		MAIL AND GO KIOSK	16%	\$ 14,396.00	2,712.00	631.00	0.9813%	542.00	2,695.5%	493.00	4,405.3%
		Standard Aps-Center	0%	-	-	-	-	-	-	-	-
		Hard Res Aps-Center	16%	\$ 751.00	-	21.00	0.9813%	16.00	2,695.5%	13.00	4,405.3%
		Connect VAS Training	17%	\$ 79.00	-	2.00	0.9813%	1.00	2,695.5%	1.00	4,405.3%
		Connect Power Stack	19%	\$ 1,380.00	215.00	59.00	0.9813%	50.00	2,695.5%	45.00	4,405.3%
		Power Stealer Portalt Plus Kit	16%	\$ 415.00	-	11.00	0.9813%	9.00	2,695.5%	7.00	4,405.3%
		Connects Drop Stack	0%	-	-	-	-	-	-	-	-
		Connects VRS Welcome Kit	0%	-	-	2.00	0.9813%	1.00	2,695.5%	1.00	4,405.3%
		Connects Power Distribution Kit	17%	\$ 79.00	-	4.00	0.9813%	3.00	2,695.5%	3.00	4,405.3%
		Wireless Keyboard	0%	\$ 163.00	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		Roll Tape Kit	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		23ft LAN Cable	16%	\$ 63.00	-	1.00	0.9813%	1.00	2,695.5%	1.00	4,405.3%
		100ft LAN Cable	16%	\$ 163.00	-	4.00	0.9813%	3.00	2,695.5%	3.00	4,405.3%
		Wireless LAN Bridge Kit	45%	\$ 163.00	-	6.00	0.9813%	3.00	2,695.5%	3.00	4,405.3%
		Serial 36 Channel Kit	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		Software Meter Interface - per meter	16%	\$ 247.00	-	6.00	0.9813%	5.00	2,695.5%	4.00	4,405.3%
		Connect- only	-	-	-	-	-	-	-	-	-
		Power Stealer Extension	16%	\$ 331.00	-	9.00	0.9813%	7.00	2,695.5%	6.00	4,405.3%
		Intermodal Scale Stand	16%	\$ 800.00	-	2.00	0.9813%	1.00	2,695.5%	1.00	4,405.3%
		INVIEW MMS Setup Fee	16%	\$ 163.00	-	4.00	0.9813%	3.00	2,695.5%	3.00	4,405.3%
		INVIEW TMS VMS Accounting for	16%	\$ 855.00	-	23.00	0.9813%	18.00	2,695.5%	15.00	4,405.3%
		Connect-	-	-	-	-	-	-	-	-	-
		INVIEW Web Accounting	16%	\$ 883.00	-	23.00	0.9813%	18.00	2,695.5%	15.00	4,405.3%
		INVIEW Meter Consolidation	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		INVIEW Reporting	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		INVIEW Tooling	16%	\$ 1,631.00	-	4.00	0.9813%	3.00	2,695.5%	3.00	4,405.3%
		DM100 Hostener	49%	\$ 200.00	-	5.00	0.9813%	4.00	2,695.5%	3.00	4,405.3%
		Connect- Customer Permit Value	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		Back	-	-	-	-	-	-	-	-	-
		DM100 Mailing Machine	50%	\$ 10.00	-	1.00	0.9813%	1.00	2,695.5%	1.00	4,405.3%
		Dm Series Scanner for Confirmation	19%	\$ 6,464.00	109.00	27.00	0.9813%	23.00	2,695.5%	21.00	4,405.3%
		Free Service	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		Free Service	0%	-	-	-	0.9813%	-	2,695.5%	-	4,405.3%
		DM2001 Digital Mailing System with Enhanced Accounting (30 days)	58%	\$ 1,981.00	210.00	70.00	0.9813%	58.00	2,695.5%	52.00	4,405.3%
		DM3000 w/Enhanced Accounting	60%	\$ 1,030.00	136.00	40.00	0.9813%	34.00	2,695.5%	30.00	4,405.3%
		Budget Manager Installation Kit	16%	\$ 523.00	-	6.00	0.9813%	5.00	2,695.5%	4.00	4,405.3%
		Budget Manager Installation Kit for	16%	\$ 532.82	-	9.00	0.9813%	7.00	2,695.5%	6.00	4,405.3%
		Enriching DM's Standard when	16%	\$ 566.00	98.00	27.00	0.9813%	22.00	2,695.5%	20.00	4,405.3%
		1E20 Laser Printer	16%	\$ 1,171.00	-	33.00	0.9813%	25.00	2,695.5%	21.00	4,405.3%
		DM Series Console with Scale Stand	16%	\$ 289.00	-	8.00	0.9813%	6.00	2,695.5%	5.00	4,405.3%
		Bridge for DM Series Console	16%	\$ 583.00	-	16.00	0.9813%	12.00	2,695.5%	10.00	4,405.3%
		Double Drawer and Door Kit	16%	\$ 205.00	-	5.00	0.9813%	4.00	2,695.5%	3.00	4,405.3%
		Scale Stand for DM Series Console	43%	\$ 5,820.00	370.00	194.00	0.9813%	158.00	2,695.5%	139.00	4,405.3%
		DM475 WOW MAILING SYSTEM	16%	\$ 797.50	370.00	254.00	0.9813%	205.00	2,695.5%	178.00	4,405.3%
		DM475 PRO	16%	\$ 370.00	-	22.00	0.9813%	17.00	2,695.5%	14.00	4,405.3%
		Console with built in drop scanner for	16%	\$ 315.00	-	8.00	0.9813%	6.00	2,695.5%	5.00	4,405.3%
		PC Interface for DM300/DM400	-	-	-	-	-	-	-	-	-

106(10)

Item or Model Number	Volume - Hours Per Month	Description	Less Percentage (%) Depreciation	Sole Contract Purchase Price	Price per Year of Maintenance on Purchased Equipment	Electronic Scales		48 Month Lease Price per Month including Maintenance	49 Month Lease Cost per Month including For Lease	60 Month Lease Price per Month including Maintenance	60 Month Lease Cost per Month including For Lease
						36 Month Lease Price per Month including Maintenance	56 Month Lease Cost per Month including For Lease				
1FW4		SUB INTEGRATED WEIGHING	16%	\$ 1,981.00	\$0.00	\$ 38.00	0.9813%	\$ 30.00	2.6955%	\$ 25.00	4.4053%
1FW5		15 LB INTERFACED PLATFORM	16%	\$ 1,969.00	\$9.00	\$6.00	0.9813%	\$ 43.00	2.6955%	\$ 37.00	4.4053%
1FW6		30 LB INTERFACED PLATFORM	16%	\$ 2,253.00	\$8.00	\$4.00	0.9813%	\$ 50.00	2.6955%	\$ 42.00	4.4053%
1FW7		70 LB INTERFACED PLATFORM	16%	\$ 2,515.00	\$10.00	\$1.00	0.9813%	\$ 56.00	2.6955%	\$ 47.00	4.4053%
1FW8		49 LB INTERFACED PLATFORM	16%	\$ 3,481.00	\$10.00	\$9.00	0.9813%	\$ 77.00	2.6955%	\$ 65.00	4.4053%
1FW9		SUB INTEGRATED WEIGHING	16%	\$ 1,212.00	\$0	\$8.00	0.9813%	\$ 37.00	2.6955%	\$ 31.00	4.4053%
1FW0		SUB INTEGRATED WEIGHING	16%	\$ 1,669.00	\$0	\$5.00	0.9813%	\$ 42.00	2.6955%	\$ 36.00	4.4053%
1FW1		SUB INTEGRATED WEIGHING	16%	\$ 1,381.00	\$0	\$8.00	0.9813%	\$ 30.00	2.6955%	\$ 25.00	4.4053%
1FW2		SUB INTEGRATED WEIGHING	16%	\$ 1,717.00	\$0	\$5.00	0.9813%	\$ 37.00	2.6955%	\$ 31.00	4.4053%
1FW3		SUB INTEGRATED WEIGHING	16%	\$ 1,969.00	\$0	\$5.00	0.9813%	\$ 43.00	2.6955%	\$ 36.00	4.4053%
1FW4		15 LB INTERFACED WEIGHING	16%	\$ 609.00	\$4	\$4	0.9813%	\$ 17.00	2.6955%	\$ 11.00	4.4053%
1FW5		SUB INTG WEIGHING DM200L	16%	\$ 903.00	\$4	\$4	0.9813%	\$ 25.00	2.6955%	\$ 17.00	4.4053%
1FW6		SUB INTG WEIGHING DM200L	16%	\$ 1,155.00	\$4	\$4	0.9813%	\$ 32.00	2.6955%	\$ 21.00	4.4053%
1FW7		SUB INTG WEIGHING DM200L	16%	\$ 1,155.00	\$4	\$4	0.9813%	\$ 32.00	2.6955%	\$ 21.00	4.4053%
1FW8		SUB INTEGRATED WEIGHING	16%	\$ 609.00	\$4	\$4	0.9813%	\$ 17.00	2.6955%	\$ 11.00	4.4053%
1FW9		SUB INTEGRATED WEIGHING	16%	\$ 1,555.00	\$4	\$4	0.9813%	\$ 25.00	2.6955%	\$ 17.00	4.4053%
1FW0		SUB INTEGRATED WEIGHING	16%	\$ 903.00	\$4	\$4	0.9813%	\$ 25.00	2.6955%	\$ 17.00	4.4053%
1FW1		SUB INTEGRATED WEIGHING	16%	\$ 1,555.00	\$4	\$4	0.9813%	\$ 25.00	2.6955%	\$ 17.00	4.4053%
1FW2		SUB INTEGRATED WEIGHING	16%	\$ 445.00	\$1	\$1	0.9813%	\$ 12.00	2.6955%	\$ 8.00	4.4053%
1FW3		30 LB WEIG PLATFORM DM200L	16%	\$ 2,263.00	\$10	\$10	0.9813%	\$ 50.00	2.6955%	\$ 42.00	4.4053%
1FW4		5 LB WEIGHING	16%	\$ 898.00	\$1	\$1	0.9813%	\$ 25.00	2.6955%	\$ 19.00	4.4053%
1FW5		70 LB WEIG PLATFORM DM200L	16%	\$ 2,515.00	\$10	\$10	0.9813%	\$ 56.00	2.6955%	\$ 47.00	4.4053%

Postage Meter Rentals

Item or Model Number	Volume - Pieces Per Minute	Description	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	State Contract Monthly Lease Price
1W00	HIGH	DM500 METER LOW	\$ 75.00	26.67%	\$ 55.00
1W00 - PRO	HIGH	DM500 METER HIGH	\$ 99.00	34.34%	\$ 65.00
7P00	LOW	mail&go Kiosk Meter	\$ 30.00	0.00%	\$ 30.00
7P00	HIGH	CONNECT+ METER LOW	\$ 75.00	26.67%	\$ 55.00
7P00	HIGH	CONNECT+ METER HIGH	\$ 99.00	34.34%	\$ 65.00
7P00	LOW	Intellink Control Center w/Confirmation Services for DM100 Series	\$ 7.00	0.00%	\$ 7.00
7P00	LOW	Intellink Control Center w/Confirmation Services for DM200 Series	\$ 7.00	0.00%	\$ 7.00
7P00	LOW	Intellink Control Center w/Confirmation Services for DM300-DM475 METER	\$ 50.00	34.00%	\$ 33.00
7P00	LOW	Intellink Control Center w/Confirmation Services for DM300-DM450 Series	\$ 7.00	0.00%	\$ 7.00
G9SS	MED	Intellink Control Center w/Electronic Return Receipt Services for DM300-DM450 Series	\$ 28.00	0.00%	\$ 28.00
G9SS	MED	MAILSTATION 2 METER	\$ 25.00	36.00%	\$ 16.00
K7M0	LOW	Intellink Control Center w/Confirmation Services for Connect+ Series	\$ 15.00	0.00%	\$ 15.00
M9SS	HIGH	Intellink Control Center w/Electronic Return Receipt Services for Connect+ 1000/2000 Series	\$ 25.00	0.00%	\$ 25.00
M9SS	HIGH	Intellink Control Center w/Electronic Return Receipt Services for Connect+ 3000 Series	\$ 45.00	0.00%	\$ 45.00
M9SS	HIGH	INVIEW Single Meter	\$ 4.00	0.00%	\$ 4.00
NVMA		INVIEW up to 2 meters	\$ 7.00	0.00%	\$ 7.00
NVMB		INVIEW up to 5 meters	\$ 15.00	0.00%	\$ 15.00
NVMC		INVIEW up to 20 meters	\$ 50.00	0.00%	\$ 50.00
NVMD		INVIEW up to 50 meters	\$ 100.00	0.00%	\$ 100.00
NVME		INVIEW up to 100 meters	\$ 150.00	0.00%	\$ 150.00
NVMF		INVIEW Unlimited meters	\$ 250.00	0.00%	\$ 250.00
NVMG		DM100 METER	\$ 45.00	46.67%	\$ 24.00
P700	LOW	DM200 METER	\$ 45.00	26.67%	\$ 33.00
P7L1	LOW	pbSmartPostage (pc postage) Single Site; Single User	\$ 10.00	0.00%	\$ 10.00
TPM1		TPM - up to 5 non PB Meters	\$ -	0.00%	\$ -
TPM2		TPM - up to 20 non PB Meters	\$ -	0.00%	\$ -
TPM3		TPM - up to 50 non PB Meters	\$ 33.00	0.00%	\$ 33.00
TPM4		TPM - up to 100 non PB Meters	\$ 42.00	0.00%	\$ 42.00
TPM5		TPM - unlimited non PB Meters	\$ 50.00	0.00%	\$ 50.00

106(11)

INSERTS & ACCESSORIES

Item #	Quantity	Description	Unit Price	24 Month Lease Price (Monthly Maintenance)	36 Month Lease Price (Monthly Maintenance)	48 Month Lease Price (Monthly Maintenance)	60 Month Lease Price (Monthly Maintenance)	Interest Rate Charged For Lease		
D123	15	CHECKER/D1230 3 SHEET FEEDER	2,400.00	298.00	92.00	0.9813%	71.00	2.6955%	64.00	4.4053%
D13C	50	D1800 3 STATION INSERTER - W/O OMR	10,976.00	912.00	385.00	0.9813%	317.00	2.6955%	280.00	4.4053%
D13F	50	D1800 1 STATION INSERTER - W/O OMR	5,600.00	912.00	233.00	0.9813%	199.00	2.6955%	180.00	4.4053%
D13G	50	D1800 2 STATION INSERTER - W/O OMR	5,600.00	912.00	262.00	0.9813%	221.00	2.6955%	198.00	4.4053%
D13H	50	D1800 3 STATION INSERTER - W/O OMR	9,834.00	912.00	335.00	0.9813%	270.00	2.6955%	240.00	4.4053%
D14E	58	D1425 3 STATION INSERTER - W/O OMR	13,856.00	981.00	472.00	0.9813%	386.00	2.6955%	339.00	4.4053%
D14G	58	D1425 3 STATION INSERTER - W/O OMR	10,777.00	981.00	385.00	0.9813%	318.00	2.6955%	282.00	4.4053%
D153	58	D1500 3 STATION INSERTER	12,000.00	1,489.00	580.00	0.9813%	388.00	2.6955%	347.00	4.4053%
D15A	58	D1500 3 STATION/ADJ TEL	13,713.00	1,489.00	510.00	0.9813%	425.00	2.6955%	379.00	4.4053%
D15C	58	D1500 4 STA OP TRAY W/O O	14,579.00	1,489.00	538.00	0.9813%	447.00	2.6955%	397.00	4.4053%
D15D	58	D1500 5 STA OP TRAY W/O O	17,655.00	1,489.00	621.00	0.9813%	512.00	2.6955%	462.00	4.4053%
D15E	58	D1500 6 STA OP TRAY W/O O	19,115.00	1,489.00	668.00	0.9813%	549.00	2.6955%	483.00	4.4053%
D164	66	D1600 4 STATION INSERTER	13,100.00	1,489.00	597.00	0.9813%	412.00	2.6955%	367.00	4.4053%
D165	66	D1600 5 STATION INSERTER	18,896.00	1,489.00	656.00	0.9813%	539.00	2.6955%	475.00	4.4053%
D166	66	D1600 6 STATION INSERTER	20,576.00	1,489.00	704.00	0.9813%	576.00	2.6955%	506.00	4.4053%
D16A	66	D1600 4 STATION/MAIN TEL	12,216.00	1,489.00	609.00	0.9813%	502.00	2.6955%	444.00	4.4053%
D16B	66	D1600 4 STATION/72IN TEL	21,416.00	1,489.00	728.00	0.9813%	595.00	2.6955%	522.00	4.4053%
D16C	66	D1600 4 STATION/ADJ TEL	14,994.00	1,489.00	546.00	0.9813%	453.00	2.6955%	402.00	4.4053%
D16G	66	D1800 6 STA/D172 60" TABLE	18,144.00	1,489.00	635.00	0.9813%	523.00	2.6955%	461.00	4.4053%
D190	71	D1900 W/FEED TOWER	24,850.00	2,110.00	876.00	0.9813%	722.00	2.6955%	638.00	4.4053%
D191	71	D1904 W/2 FEED TWR/HSS	27,650.00	2,657.00	1,001.00	0.9813%	829.00	2.6955%	755.00	4.4053%
D195	90	D1950 W/4 FEED TOWER	29,050.00	2,629.00	1,038.00	0.9813%	858.00	2.6955%	799.00	4.4053%
D196	90	D1950 W/2 FEED TWR/HSS	31,850.00	3,175.00	1,162.00	0.9813%	965.00	2.6955%	856.00	4.4053%
D19A	71	D1900 BASE SYSTEM	21,000.00	2,110.00	788.00	0.9813%	657.00	2.6955%	586.00	4.4053%
D199	90	D1950 ENHANCED BASE UNIT	50,400.00	5,141.00	1,899.00	0.9813%	1,537.00	2.6955%	1,365.00	4.4053%
D19C	90	D1900 4 FEEDER TOWER 60"	26,565.00	2,110.00	934.00	0.9813%	760.00	2.6955%	669.00	4.4053%
D19H	71	D1900 4 FEEDER TOWER SHEET	31,200.00	2,887.00	1,103.00	0.9813%	909.00	2.6955%	803.00	4.4053%
D19J	90	D1950 4 FEEDER TOWER SHEET	35,480.00	3,175.00	1,265.00	0.9813%	1,045.00	2.6955%	924.00	4.4053%
D19K	90	D1950 W/4 TWR/TBL/FS*	44,881.00	3,678.00	1,572.00	0.9813%	1,293.00	2.6955%	1,141.00	4.4053%
D19L	90	D1950 W/4 TWR/TBL/FS*	64,680.00	7,367.00	2,439.00	0.9813%	2,038.00	2.6955%	1,818.00	4.4053%
D19M	90	D1950 ZPD TWR UNIV FEEDER	70,560.00	7,367.00	2,605.00	0.9813%	2,167.00	2.6955%	1,927.00	4.4053%
D19N	90	D1950 4 PD TWR UNIV FEEDER	2,352.00	136.00	77.00	0.9813%	63.00	2.6955%	55.00	4.4053%
D19A	90	BELT STACKER NO STAND	2,768.00	136.00	89.00	0.9813%	72.00	2.6955%	62.00	4.4053%
D19B	90	BELT STACKER W/STAND	3,780.00	136.00	117.00	0.9813%	94.00	2.6955%	81.00	4.4053%
D19C	90	HAND BELT STACK NO STAND	4,200.00	136.00	129.00	0.9813%	103.00	2.6955%	89.00	4.4053%
D19E	90	BELT STACKER NO STAND	2,352.00	136.00	77.00	0.9813%	63.00	2.6955%	55.00	4.4053%

100(12)

Department of Management Services

[Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts, Agreements and Price Lists](#) > [State Term Contracts](#) > [Mail Processing Equipment](#)

[Rate this Contract View Survey Results](#)

[<< Return](#)

Mail Processing Equipment600-760-11-1

Effective Period 02/20/2011 through 02/19/2014
Contract Type State Term Contract

Contract Information

- [Pricing](#)
- [Contractors](#)
- [How to Use this Contract](#)
- [Frequently Asked Questions](#)

Contract Documents

[Microsoft Word](#) - (msword 719.00 kB)
[PDF](#) - (pdf 543.19 kB)
[Amendments and Memorandums](#)

Contract Administration

- [Claudia Cooper](#)
- 850-487-9847
- claudia.cooper@dms.myflorida.com

Commodity Codes

600-760

Description

Mail Processing Equipment, including mail sorters, folders, scales, meters, and other balance of line items.

Benefits

3-Year State Term Contract with 3-Year Renewals available. New Contract has 36-month, 48-month, 60-month lease options available along with purchase pricing specific for State of Florida up to 75% of MSMP. Leasing reductions from 20% to 75% on popular equipment over last contract. Contractor may only request a price increase annually in accordance with stated PPI, with a cap of 5% which the state does not have to accept request. The State also has the option to decrease rates if PPI decreases. Free delivery and pickup, maintenance included in the lease price, performance damages now included.

100(13)

Department of Management Services

[Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts, Agreements and Price Lists](#) > [State Term Contracts](#) > [Mail Processing Equipment](#) > Pricing

[Rate this Contract View Survey Results](#)

[<< Return](#)

Mail Processing Equipment600-760-11-1

Pricing

[Modular Mailing](#) - (vnd.ms-excel 1.32 MB)

[Pitney Bowes](#) - (vnd.ms-excel 653.50 kB)

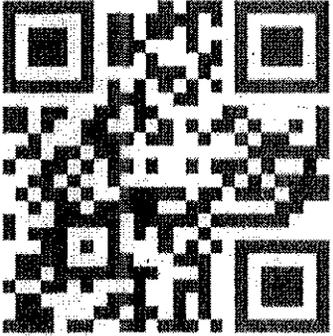
10.C(14)

State Of Florida Contract
600-760-11-1

1DC(15)



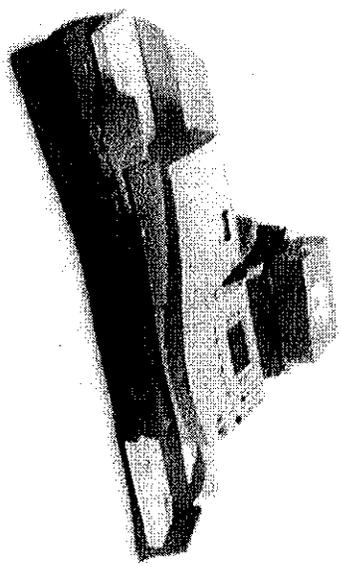
Visit our
Website



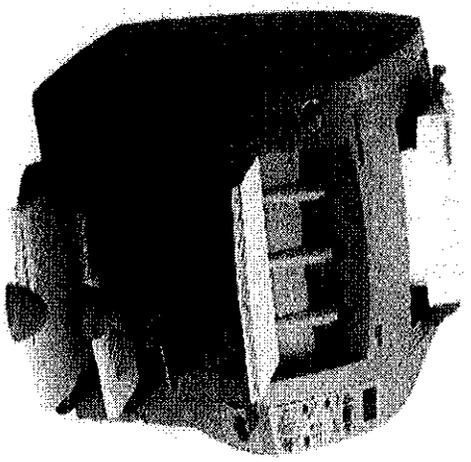
October 30, 2013



Current Situation



DM400



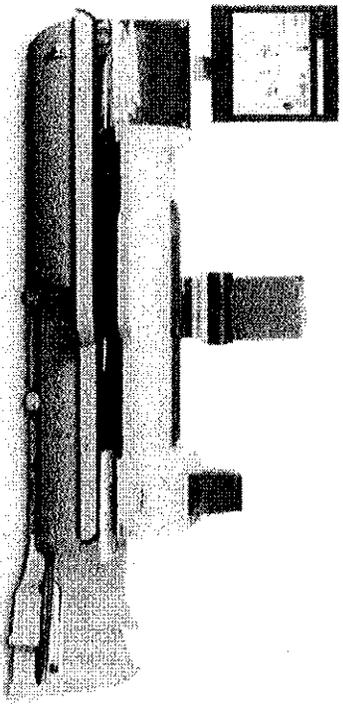
DI200

Currently
Lost

\$244.69 Per Month billed quarterly

100(16)

Connect+™ 1000 Customer Communication Management



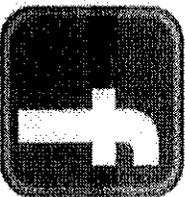
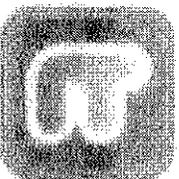
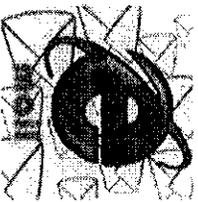
Flexible COLOR Printing



Promote Your Business

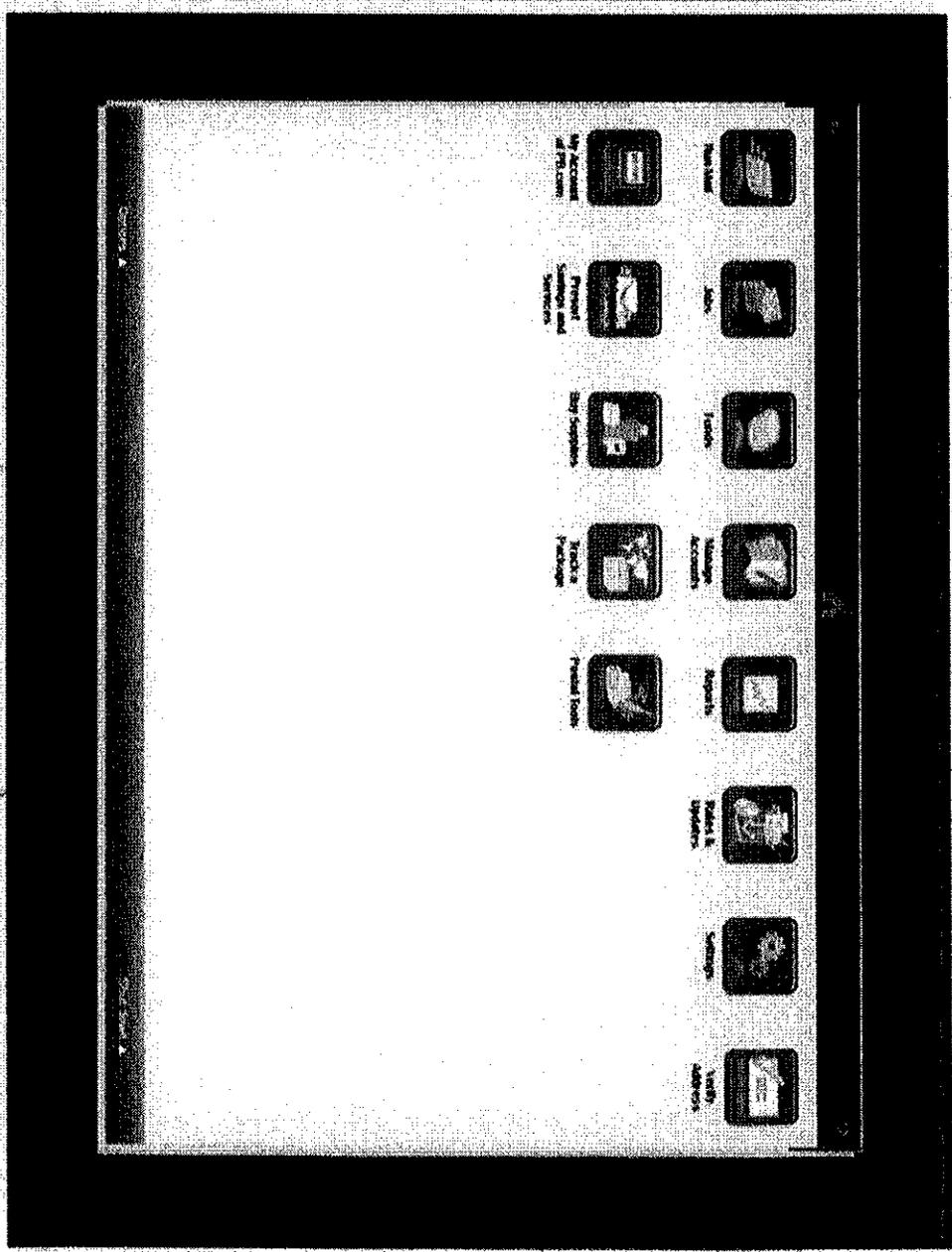
- Web-based architecture and applications.
- The Connect+™ 1000 can print targeted messages across the top of your envelope.

Take the next step and put QR codes to work on your outbound mail.



Touch Screen Monitor

Run Mail
Jobs
Rates & Updates Funds
Funds
Buy Supplies
My Account at P.B.com
Track a Package



(81)201

Comparing the Connect+ Series

Feature	Connect+® Series	DM Series™
Display	15" color touch screen display	3.5" mono display with navigation arrows
Performance	Flexible - options to meet the needs of your peak periods	Fixed - requires complete system upgrade when faster throughput is needed
Printing	1,200 dpi high resolution postal red, Spot Black printing	800 dpi postal red printing only
Sealing	Pump-fed Pad with sealing rollers and adjustable wetness	Brush and Felt wicking with rollers
Support	US Based Support with dedicated phone and support specialists	International Support with common phone numbers and technicians

10G(20)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECOGNIZING NOVEMBER 2013 AS FLORIDA ADOPTION MONTH; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, approximately 750 children are currently available for adoption without identified adoptive family, including teenagers, sibling groups, and children with medical needs; and

WHEREAS, every child needs and deserves a loving, supportive, nurturing, and permanent family when it is determined that the child cannot be safely returned home; and

WHEREAS, adoption provides a unique opportunity to improve children's lives and enrich the lives of adoptive parents, their families, and their communities; and

WHEREAS, North Bay Village wishes to join with the Governor's Office of Adoption and Child Protection, Florida Department of Children and Families, Community Based Care Lead Agencies, Heart Galleries, state and local agencies and organizations to raise awareness of foster care adoptions in Florida; and

WHEREAS, November 23, 2013 is National Adoption Day and families and children across the nation and the great State of Florida will celebrate the joy of adoption on this day and throughout the month, while remembering our children who are still dreaming and hoping for a loving, permanent family of their own; and

WHEREAS, Florida will celebrate National Adoption Month and Florida Adoption Month through 30 days of Amazing Children on the Explore Adoption website at www.adoptflorida.org; and

10D(1)

WHEREAS, adoptive families, including relatives and grandparents, who have already adopted children may benefit from continued post-adoption support services in the days and years ahead.

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

Section 1: Declaration. The Month of November, 2013 is hereby recognized as Florida Adoption Month.

Section 2. Distribution. The Village Clerk is directed to forward a copy of this Resolution to the Governor's Office of Adoption and Child Protection and to the Florida League of Cities.

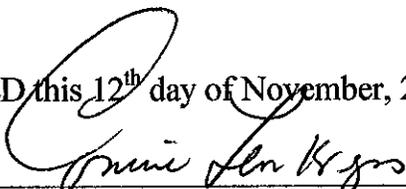
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Final Votes at Adoption:

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

PASSED and ADOPTED this 12th day of November, 2013.



CONNIE LEON-KREPS
MAYOR

10D(2)

ATTEST:

YVONNE P. HAMILTON, VILLAGE CLERK

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

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

North Bay Village Resolution: National Adoption Month-November 2013



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Frank K. Rollason
Village Manager

FROM: 
Connie Leon-Kreps
Mayor

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECOGNIZING NOVEMBER 2013 AS FLORIDA ADOPTION MONTH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

10D(4)
Commissioner
Jorge Gonzalez

Attachments:

FYI

Please follow through as you see fit
But let me know if, when and how

Thanks

Sent from my iPhone

Begin forwarded message:

From: "Jenny Anderson" <JAnderson@flcities.com>
Cc: "Gibson, Zackary" <Zackary.Gibson@eog.myflorida.com>, "Pacelle, Christina" <Christina.Pacelle@eog.myflorida.com>
Subject: November is National Adoption Month!

Dear Mayor:

You may know that November is National Adoption Month, and Florida will be celebrating these amazing children and families throughout the month. In addition to the celebrations, Florida will have a campaign to raise the awareness of the approximate 750 children available for adoption without an identified family on any given day. Through 30 Days of Amazing Children Florida will feature these children through videos and pictures every day at www.adoptflorida.org<http://cp.mcafee.com/d/5fHCNEp6zqbbOrXXzXbxKVJd5dBdZwQsFL6QQkSnPhO-UOURjhjpvod7apEVdFEFzCrI8LfcN7o8v6Bo0FQ-QFO-DbCTjXiDbWsKrs7cFLe9LZvAkSrICzBfHTbEL8FYyed7aoWWfbnhIyyHtd7BgY-F6IK1FJ4SUrKrKr01qxlqrFZoOgTw09JSfMIjB_5GM1nR8YGmtfH6i6YKrvuhspdwOFDRi7Nd44G6y06reloquq8112GQVlwq81KI9APh2rKrUubt9S9in99a>.

We are hoping you can support this important initiative in several ways:

* Have the attached web banner posted to your website during November and link it to www.adoptflorida.org<<http://cp.mcafee.com/d/avndzgarhpjvsvpsdTdFEFIFLI6zBdUSCyCO->

genT6n3qqararX1EVjd79Jd5csPtx5VYS8X13UQH05eDSBenQVsSWvqkVvjBPrwVBdVNd_H
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9EwBgQg0PpOH3jPh088lmDal3h0dRxcCq8jtPutGl>.

- * Post the attached flier at your work and on community boards throughout your city.
- * Pass along our weekly National Adoption Month e-mails to your colleagues, family, and friends.
- * Attend an adoption event in your community. Find one on the Explore Adoption calendar here: <http://adoptflorida.org/events.shtml><http://cp.mcafee.com/d/5fHCN0SyOYC--U-OUUrjhjpvod7arNJd5dBYQsLKcK6QOqSkTS3hOCqejqqaoVCX2bPVIhS27NFm0atfJasLFOVJQ-QFO-DbCT1ParPyr_nV5dCX9EVjWZOWbOav8zzhOCeKzORQr8EGTjhVkfGhBrwqrpdk6XCXC M0uElmCWvmcAdU03DCvxeDk1NJSfMIjB_5GM1nR8YGmtfH6i6YKrvuhspdwOFDRi7Nd44G6y06reloquq8112GQVlwq81KI9APh2rKrluJhNkPl>

* Follow @ExploreAdoption on Twitter, and use the hash tag #namfl when tweeting about National Adoption Month

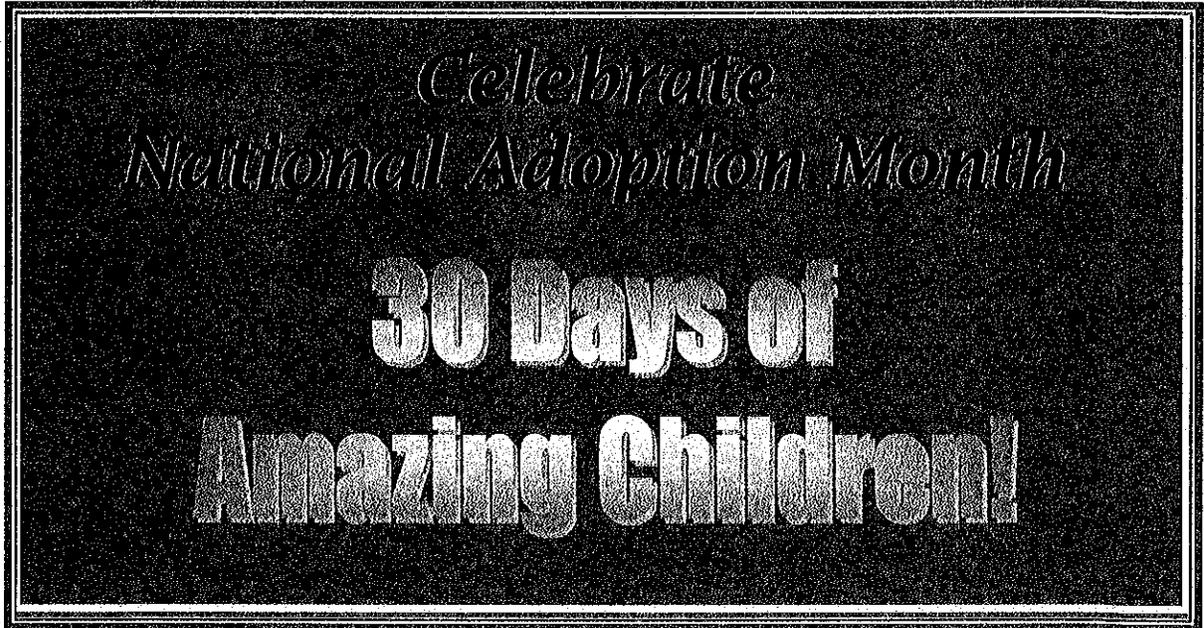
* Visit www.adoptflorida.org<http://cp.mcafee.com/d/k-Kr4xAe4zqbbOrXXzXbxKVJd5dBdZwQsFL6QOqSnPhO-UOURjhjpvod7apEVdFEFzCrI8LfcN7o8v6Bo0FQ-QFO-DbCTjXiDbWsKrs7cFLe9LZvAkSrICzBfHTbEL8FYyed7aoWWfbnhIyyHtd7BgY-F6lK1FJwSUrKrKr01qxlqrFZoOgTw09JSfMIjB_5GM1nR8YGmtfH6i6YKrvuhspdwOFDRi7Nd44G6y06reloquq8112GQVlwq81KI9APh2rKrL0y_8rYn> daily to meet Florida's amazing children available for adoption without an identified family!

If you have any questions, please contact Christina Pacelle at (850) 717-9260 or e-mail her at Christina.Pacelle@eog.myflorida.com<<mailto:Christina.Pacelle@eog.myflorida.com>>.

Thank you for your support, and we look forward to an amazing National Adoption Month!

[cid:image001.gif@01CED001.ABDF910]<http://cp.mcafee.com/d/FZsSd6QmnATTT7Sn3tPq qararX1EVjudFEFILCzBZNBMSCyCOC-MqekPhOrjhj7cTohuvdyeMg-daM1jFZFjBZendKDSBenQVsSUEpjusjvW_8FITpd7avnKnhuhjV4sqekNRQumKzp55mWqfax VZicHs3jrxJMTsTsS02CoBevNVv0St05H4Ha14n2FJSfMIjB_5GM1nR8YGmtfH6i6YKrvuhspdwOFDRi7Nd44G6y06reloquq8112GQVlwq81KI9APh2rKruXNh>

10D(6)



Come meet Florida's amazing children available for adoption who need a forever family!

For more information, including events in your community, please reach us by:

Website: AdoptFlorida.org
Phone: 1-800-96-Adopt
Twitter: @ExploreAdoption
#NAMFL

*Discover new ways that you can get involved and
Explore Adoption!*

10D(7)

Home About Child of the Month Child Search Support and Resources News and Events



Explore Adoption

Explore Adoption provides a comprehensive guide to the adoption process. Explore Adoption provides families with a wide variety of options to explore adoption. Explore Adoption provides families with a wide variety of options to explore adoption. Explore Adoption provides families with a wide variety of options to explore adoption.

Children of the Month



Every month, we feature a child who has been adopted. We also feature a child who has been adopted. We also feature a child who has been adopted.

Local Resources



Explore Adoption provides a comprehensive guide to the adoption process. Explore Adoption provides families with a wide variety of options to explore adoption. Explore Adoption provides families with a wide variety of options to explore adoption.

Family Stories



The Quin family is a family of five. They are a family of five. They are a family of five. They are a family of five.

Begin Your Exploration



Explore Adoption provides a comprehensive guide to the adoption process. Explore Adoption provides families with a wide variety of options to explore adoption. Explore Adoption provides families with a wide variety of options to explore adoption.

Latest Tweets

Latest Blog Posts

Super Maria
9/7/2013

Guest post by Brent Hobbs, Adoptions Care Manager with Camelot Community Care in partnership with Eckerd Community Alternatives. Maria, they'll always have a place in each other's lives.
9/13/2013

Latest Pictures

10D(8)
10/29/2013

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION 2012-12 TO PROVIDE FOR REMOVAL OF BUSINESS DEVELOPMENT ADVISORY COMMITTEE MEMBERS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)

WHEREAS, the Village Commission adopted Resolution No. 2012-12 on April 10, 2012 creating a Business Development Advisory Committee to establish a dialog with existing members of the North Bay Village business community and to provide recommendations to the Village Commission for mechanisms and programs to attract new commerce to become part of the Village; and

WHEREAS, subsequent to the creation of the Business Development Advisory Committee, members were appointed to the Committee by the Village Commission; and

WHEREAS, the Committee has become inactive; and

WHEREAS, the Village Commission finds that it is in the best interest of the community to terminate the current membership.

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

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

Section 2: **Amendment of Resolution.** Resolution 2012-12 is hereby amended as follows¹:

* * *

¹ Additions to text of the Resolution are shown in underline. Deletions to text of resolution are shown in strikethrough.

12A(1)

Section 4. Appointment and Composition of Committee. The Committee shall consist of ~~seven (7)~~ five (5) voting members, ~~and one (1) non-voting member.~~ ~~The Mayor and Commissioners shall each nominate one voting member.~~ Three members shall constitute a quorum. The remaining members shall be appointed by a majority vote of the Commission from a list of nominees. The City Village Manager shall be an ex-officio, non-voting member of the Committee. All nominations shall be subject to a majority vote by the Commission. Nominees shall be a minimum of 18 years of age. Should a vacancy occur on the Committee, ~~the original nominating Commissioner, or, if applicable, the City Manager, shall nominate a replacement,~~ it shall be filled subject to by a majority vote of the Commission.

* * *

Section 7. Attendance and Removal. In the event a Committee member fails to attend three (3) regularly scheduled meetings, the Committee member shall automatically be removed from the Committee. Any member may be removed from the office by the Commission upon majority vote of the Commission members present. ~~The~~ Any vacancy shall be filled pursuant to Section 4 of this Resolution.

* * *

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

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

Final Votes at Adoption:

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

DULY PASSED AND ADOPTED this ___ day of November 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

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

North Bay Village Resolution: Cancelling Appointments to the Business Development Advisory Committee.



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Frank K. Rollason
Village Manager

FROM: Eddie Lim
Vice Mayor

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CANCELLING APPOINTMENT OF MEMBERS TO THE BUSINESS DEVELOPMENT ADVISORY COMMITTEE; PROVIDING FOR THE APPOINTMENT OF NEW MEMBERS; SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

12A(4)
Commissioner
Jorge Gonzalez

RESOLUTION NO. 2012-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A BUSINESS DEVELOPMENT ADVISORY COMMITTEE; PROVIDING COMMITTEE MEMBERSHIP; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)

WHEREAS, the City Commission (the "Commission") of the City of North Bay Village (the "City") desires to aggressively attract new commerce to become part of the City business community; and

WHEREAS, the Commission would like to afford City residents with increased opportunities to be employed within the City; and

WHEREAS, well-rounded shopping facilities will be beneficial to the City residents and help build up the City's tax base; and

WHEREAS, recognizing the value of public input, the City desires to include its residents and business owners in the process of improving the economic development of the City; and

WHEREAS, the Commission therefore desires to create a Business Development Advisory Committee to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the City.

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

12A(5)

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

Section 2. **Establishment of Advisory Committee.** A Business Development Advisory Committee is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations to the City Commission for mechanisms and programs to attract new commerce to become part of the City.

Section 3. **Qualifications.** Committee members shall meet the following qualifications:

1. Have been a resident of the City of North Bay Village for a minimum of two (2) years; or
2. Own or operate a business within the City for a minimum of one (1) years.

Section 4. **Appointment and Composition of Committee.** The Committee shall consist of seven (7) voting members and one (1) non-voting member. The Mayor and Commissioners shall each nominate one voting member. The remaining members shall be appointed by a majority vote of the Commission. The City Manager shall be an ex-officio, non-voting member of the Committee. All nominations shall be subject to a majority vote by the Commission. Nominees shall be a minimum of 18 years of age. Should a vacancy occur on the Committee, the original nominating Commissioner, or if applicable the City Manager, shall nominate a replacement, subject to majority vote of the Commission.

Section 5. **Duties.** The Business Development Advisory Committee shall:

1. Appoint its own chair and vice-chair;
2. Appoint a secretary, who shall keep an accurate record of the Committee's meetings;
3. Provide monthly written reports containing its activities and recommendations concerning the economic development of the City, including but not limited to, the existing business environment in the City and what measures the Commission and City staff may take to attract businesses to the City.

Section 6. Meetings. The Committee shall meet monthly, on the third Wednesday of the month, beginning in May, 2012, and at the call of the Chairperson and all meetings shall be open to the public. A majority of the Committee shall constitute a quorum, and the affirmative vote of the majority of those members present shall be required to take action or make a recommendation. The Secretary shall keep minutes of the Committee meetings. The approved minutes shall be filed with the City Clerk.

Section 7. Attendance. In the event a Committee member fails to attend three (3) regularly scheduled meetings, the Committee member shall automatically be removed from the Committee. The vacancy shall be filled pursuant to Section 4 of this Resolution.

Section 8. Staffing. The City Manager and the City Clerk shall serve as staff to the Committee.

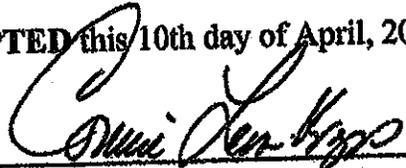
Section 9. Sunset Review. The Committee shall have a Sunset Review by the Commission after 24 months from the effective date of this Resolution. The Committee shall prepare a report containing its activities and recommendations through that period.

Section 10. Effective Date. That this Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Stuart Blumberg, seconded by Mayor Connie Leon-Kreps. The votes were as follows:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Stuart Blumberg	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Paul Vogel	<u>Absent</u>

PASSED AND ADOPTED this 10th day of April, 2012.



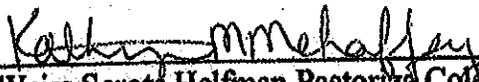
Connie Leon-Kreps, Mayor

ATTEST:



YVONNE P. HAMILTON, CMC
CITY CLERK

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



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

City of North Bay Village Resolution: Business Development Advisory Committee

12A(8)

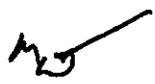


NORTH BAY VILLAGE POLICE DEPARTMENT

RECOMMENDATION MEMORANDUM

DATE: October 28, 2013

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

RECOMMENDED BY STAFF: Robert J. Daniels, Chief of Police 

PRESENTED BY STAFF: Robert J. Daniels, Chief of Police

SUBJECT: November 12, 2013 Commission Agenda
Law Enforcement Trust Fund Expenditures
Budget Fiscal Year 2014

RECOMMENDATION:

The encumbered balance of Law Enforcement Trust Fund is \$489,275.48. Staff recommends approval to appropriate funds from the Law Enforcement Trust Fund in the amount of \$ 367,265 for disbursement as outlined. The approximate remaining balance in LETF will be \$122,010.48.

BACKGROUND:

The North Bay Village Police Department participates in an Equitable Sharing Agreement with the Federal Drug Enforcement Administration (DEA) and the United States Department of Justice (USDOJ). Under this agreement, due to our active participation, we can utilize funds and property seized during investigations. After the funds are awarded, we receive our equitable share, which could range from 10 to 50 percent. The Police Department currently has three investigators assigned to the DEA. Expenses charged to the Law Enforcement Trust Fund are recommended by the Police Chief periodically as funding becomes available. These expenditures are then approved by the Village Commission. Since we are going into the Fiscal Year 2014, I am submitting the following Law Enforcement Trust Fund projected expenditures for this year, as follow:

MEMORANDUM

October 28, 2013

Page Two

PERSONNEL

Overtime	\$ 150,000
Overtime FICA-(7.65%)	\$ 11,475
Retirement on Overtime (19.06% FRS)	\$ 28,590

OPERATING

IT Equipment Operation and Maintenance	\$ 15,000
Travel, Conference & Meeting	\$ 5,000
Telephones	\$ 45,000
Electric, Gas & Water	\$ 6,000
Vehicle & Motor Lease	\$ 11,000
Security Monitoring	\$ 2,000
Repair/Maintenance Equipment	\$ 21,000
Repair/Maintenance Radio	\$ 1,500
Repair/Maintenance Building	\$ 3,000
Repair/Maintenance Office	\$ 1,000
Confidential Information	\$ 1,000
Investigations -Criminal Investigations Office	\$ 25,000
Office Supplies	\$ 2,000
Uniforms	\$ 5,200
Copy Machine Supplies	\$ 8,500
Ammunition	\$ 5,000
Special Department Supplies	\$ 5,000
Education & Training	<u>\$ 15,000</u>

TOTAL REQUESTED FOR APPROPRIATION AND DISBURSEMENT FY 2014	\$ 367,265
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North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Vice Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$367,265 OF AVAILABLE NON-APPROPRIATED POLICE FEDERAL FORFEITURE FUNDS FROM THE LAW ENFORCEMENT TRUST FUND (FUND 07); AUTHORIZING THE DISBURSEMENT AND EXPENDITURE OF SUCH FUNDS FOR LAW ENFORCEMENT EXPENSES AS SET FORTH HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

12B(3)
Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$367,265 OF AVAILABLE NON-APPROPRIATED POLICE FEDERAL FORFEITURE FUNDS FROM THE LAW ENFORCEMENT TRUST FUND (FUND 07); AUTHORIZING THE DISBURSEMENT AND EXPENDITURE OF SUCH FUNDS FOR LAW ENFORCEMENT EXPENSES AS SET FORTH HEREIN; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the United States Code addresses the purposes and procedures to be utilized for the appropriation of Police Federal Forfeiture Funds; and

WHEREAS, in accordance with federal forfeiture regulations set forth in the United States Code, the Chief of Police requests disbursement of the funds in the amount of \$367,265.

WHEREAS, in accordance with federal forfeiture regulations set forth in the United States Code, the Chief of Police requests disbursement of the funds for the purposes set forth in this Resolution; and

WHEREAS, the Village Commission finds the appropriation and disbursement of these funds is in the best interests of the Village.

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

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

Section 2: Appropriation of Funds. That \$367,265 is hereby appropriated in the Law Enforcement Trust Fund (Fund 07) as follows:

PERSONNEL

Overtime	\$ 150,000
Overtime FICA-(7.65%)	\$ 11,475
Retirement on Overtime (19.06% FRS)	\$ 28,590

OPERATING

IT Equipment Operation and Maintenance	\$ 15,000
Travel, Conference & Meeting	\$ 5,000
Telephones	\$ 45,000
Electric, Gas & Water	\$ 6,000
Vehicle & Motor Lease	\$ 11,000
Security Monitoring	\$ 2,000
Repair/Maintenance Equipment	\$ 21,000
Repair/Maintenance Radio	\$ 1,500
Repair/Maintenance Building	\$ 3,000
Repair/Maintenance Office	\$ 1,000
Confidential Information	\$ 1,000
Investigations-Criminal Investigations Office	\$ 25,000
Office Supplies	\$ 2,000
Uniforms	\$ 5,200
Copy Machine Supplies	\$ 8,500
Ammunition	\$ 5,000
Special Department Supplies	\$ 5,000
Education & Training	<u>\$ 15,000</u>
	\$ 367,265

Section 3: Disbursement of Funds. That approval to disburse and expend \$367,265 from the Law Enforcement Trust Fund (Fund 07) for the purposes set forth herein is hereby granted.

Section 4. Effective Date. That this Resolution shall take effect immediately upon approval.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of November, 2013.

RB(5)

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Federal Forfeiture Funds-Appropriation/Disbursement-\$367,265/FY 2014



North Bay Village

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: November 4, 2013

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager 

PRESENTED BY STAFF: Bert Wrains CGFO Finance Director

SUBJECT: FY 2013 Budget Amendment

Recommendation:

It is recommended that the Village Commission adopt the attached Resolution formally approving the Amended FY 2013 General Fund Budget.

Background

The Finance Department has received and posted all revenues and expenditures received as of November 4, 2013 for the Fiscal Year 2013. There are many increases and decreases in the individual line items. These proposed adjustments to the FY 2013 budget have been presented to the Commission with each of the monthly financial statement during FY 2013. This will be a one time amendment to the FY 2013 Adopted General Fund Budget.

The Auditor General of Florida requires that the Village's external auditor compare the Amended General Fund Budget to the actual revenues and expenditures and report any variances as a part of the annual audit.

Overall, the General Fund FY 2013 revenues received exceeded the budget adopted in September 2012 by \$756,642. The General Fund expenditures have similar increases and decreases in individual line items. The General Fund expenditures had a total increase of \$862,983 and an increase of \$ 86,407 in transfers out to the Street Fund. The net of the changes in FY 2013 General Fund revenues, expenditures and transfers is an overall increase in the General Fund budget of \$949,390

GENERAL FUND

The FY 2013 Budget for General Fund expenditures and transfers was balanced and adopted at \$5,330,316. This included utilizing \$417,367 of the General Fund Unreserved Fund Balance. The net of the increased revenues and expenditures along with the increased transfer to the Streets Fund of \$86,407 will require an additional \$192,748 increase use of General Fund Unreserved Fund Balance.

The FY 2013 budget was prepared and included utilization of some of the General Fund's Unreserved Fund Balance. The FY 2013 Amended Budget as proposed shows an increase use of reserves from \$414,367 to \$610,115. The original calculations are on page 45 of the Adopted FY 2013 Budget. The Amended FY 2013 Budget shows the following General Fund summary:

GENERAL FUND	<u>FY 2013</u> <u>Original Budget</u>	<u>Amended Budget</u>
FY 2013 Revenues	\$4,912,950	\$ 5,669,592
FY 2013 Use of Reserves	<u>417,367</u>	<u>610,115</u>
TOTAL Revenue and Reserves	\$5,330,317	\$ 6,279,707

The General Fund ending Fund Balances as of September 30, 2013 (FY 2013) is projected to be \$1,444,067 or \$26,350 less that originally budgeted. The FY 2013 Projected Reserves are outlined below:

	<u>FY 2013</u>			
	<u>Original Budget</u>		<u>Amended Budget</u>	
Fund Balance Reserved	\$ 1,470,417		\$ 1,444,067	
Reserved 10 %	\$ 513,955	(10.0 %)	\$ 552,757	(10.0 %)
Reserved 10 %	\$ 513,955	(10.0 %)	\$ 552,757	(10.0 %)
Reserved	\$ 442,507	(8.6 %)	\$ 338,553	(6.1 %)

12C(2)

BACKGROUND:

The FY 2013 Adopted Budget did not originally account for the revenue and expenses of the Red Light Camera program. The Village Attorney's budget was not increase in anticipation of a new contract that would have provided some reductions in the Village cost of legal service. The Village increased the spending for the landscaping on Kennedy Causeway without amending the FY 2013 budget.

FINANCIAL IMPACT:

The Unreserved Fund Balance went down from the audited amount of \$550,117 to an unaudited projection of \$338,553.

BUGETARY IMPACT (Finance Dept):

The increased revenues and expenditures have the effect of reducing the Unreserved Fund Balance by \$211,564.

PERSONNEL IMPACT:

None.



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2012-2013 BUDGET; MAKING END OF YEAR ADJUSTMENTS TO THE ANNUAL BUDGET ADOPTED ON SEPTEMBER 27, 2012 FOR FISCAL YEAR OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

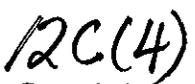
FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall


Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2012-2013 BUDGET; MAKING END OF YEAR ADJUSTMENTS TO THE ANNUAL BUDGET ADOPTED ON SEPTEMBER 27, 2012 FOR FISCAL YEAR OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)

WHEREAS, the Village Budget for Fiscal Year October 1, 2012 through September 30, 2013 was adopted on September 27, 2012 ("FY 2013"); and

WHEREAS, the Village Commission is authorized and empowered by Section 35.21 of the Village Code and Section 166.241(4), Florida Statutes to amend the annual budget; and

WHEREAS, the Village Manager has determined it is appropriate to amend the budget to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices.

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

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

Section 2. Budget Amendment. The annual budget for Fiscal Year October 1, 2012 through September 30, 2013 is amended as follows:

	<u>Adopted Budget</u>	<u>Amended Budget</u>
FY 2013 Revenues	\$4,912,950	\$5,669,592
FY 2013 Use of Reserves	<u>417,367</u>	<u>610,115</u>
Total Revenue and Reserves	\$5,330,317	\$6,279,707

12C(5)

	<u>Adopted Budget</u>	<u>Amended Budget</u>
FY 2013 Expenditures	\$5,139,547	\$6,002,530
FY 2013 Use of Reserves	<u>190,769</u>	<u>277,176</u>
Total Expenditures Reserves	\$5,330,316	\$6,279,706

Section 3. Authorization of Village Officials. The Village Manager is authorized to amend the budget as set forth herein.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of November, 2013.

 Connie Leon-Kreps, Mayor

ATTEST:

 Yvonne P. Hamilton, CMC
 Village Clerk

12C(6)

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

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

North Bay Village Resolution-2012-2013 Budget Amendments.



North Bay Village

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

NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: October 28, 2013

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager

PRESENTED BY STAFF: Bert Wrains, CGFO, Finance Director

SUBJECT: Audit Services RFP

RECOMMENDATION:

It is recommended that the Village Commission consider approving the attached Resolution appointing an Audit Committee and approving general specifications RFP for the post audit of FY 2014 financial statements.

BACKGROUND:

The Village has contracted with the firm of Keefe McCullough and Company (KMCC) and they are currently performing the FY 2013 Post Audit Report. KMCC was selected by the Village in 2009 to perform the FY 2010, FY 2011 and FY 2012 annual audit. Commission Resolution #2002-52 limits the external auditor's contract to 3 years and therefore the Village needs to bid this services out for FY 2014.

The Commission last year approved a one year extension to the KMCC contract instead of rebidding these services because there was not sufficient time to get the RFP's advertised and a new contract signed for the FY 2013 audit work.

The Village Charter 7.02 (copy attached) provides some basic requirements for the selection of the Auditors. The following language provided in 7.02 appears to require the Commission to approve the specifications for the RFP. It states "Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager..." Therefore, a draft of some general specification is presented for Commission for review and consideration.

The Florida Auditor General has additional requirements that the Village must use in the selection of a person or firm for the annual audit contract. These are found in Chapter 218.391 Florida Statutes (copy attached). The major requirements are:

1. The Village must use these regulations (218.319 (1))
2. The Village Commission shall establish the audit committee (218.391 (2)) and the public may not be excluded from the procedures of this section.
3. The Audit Committee shall: (218.391 (3))
 - a. Establish evaluation factors to be used
 - b. Announce the RFP
 - c. Submit RFP's to interested parties
 - d. Evaluate proposals by qualified firms. Compensation can be one of the points of evaluation, but not the sole factor.
 - e. Rank and recommend in order of preference no fewer that 3 firms deemed to be the most qualified after considering the factors established for evaluation
4. The Village Commission shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee and negotiate a contract. If compensation is NOT a factor for evaluation, the Commission must negotiate with the top ranked firm first. If compensation is an evaluation factor the Commission shall select the highest ranked qualified firm or must document in its public records the reasons for not selecting the highest ranked qualified firm.
5. The Village must insure that the agreed upon compensation is reasonable to satisfy the requirements of 218.39. This section lists out specific items that must be included in the audit report.

Sections 6, 7 and 8 contains some additional procedures when the Commission is unable to negotiate a contract with any of the qualified firms, requires a written contract detailing all of the provisions and conditions for the services to be provided, including contract period and renewals and conditions for renewal or termination. Chapter 218.39 also provides for multi year contracts.

The Village Clerk has the responsibility to maintain all public records and the audit committee would have to work with the Village Clerk in the advertising and responding to all questions and comments on the RFP. It is recommended that the Commission approve the Village Clerk to handle these items as a part of the Audit Committee process. I would recommend that the audit committee consist of the Village Clerk, one finance administrator from another local government, because of their experience in this process and a third member. This could be the Village Manager or a resident or a local business owner. The finance department can provide staff support to the Audit Committee, at the direction of the Village Manager.

FINANCIAL IMPACT:

The FY 2014, FY 2015 and FY 2016 years should be covered by the RFP for external auditors. The reason is that there is a larger than normal start up cost for a new auditor. If they have a 2 or 3 year contract they can smooth out the annual fees over the contract period.

There are 2 additional factors that will have a financial impact on the next audit contract. First, it is my recommendation that the Village prepare a Comprehensive Annual Financial Report (CAFR). This document format is very beneficial for the non-financial reader. It is an award program operated by the Government Finance Officers Association of the United States and Canada (GFOA). It requires different formats for some reports and different items to be included in the final document.

The second item is that the Florida Legislature has required the Chief Financial Officer (CFO) to develop and implement a total new Chart of Accounts (COA). All units of government will have to use this new COA to start reporting monthly to the Florida Department of Revenue. This new requirement will not be required until at least October 1, 2014 at the earliest and it may be delayed until October 1, 2015 at the latest, if the Florida Legislature approves the Chart of Accounts (COA) that was developed. Any implementation date will fall within the new auditor contract period. I feel sure that one of the States requirements will be that the auditors, at a minimum, on an annual basis, confirm that the Village monthly reporting is in compliance with the Villages records. The issue is that during this audit period we may have to convert our Chart of Accounts to the new State require numerical accounts chart and if so, the auditor will have to change their files and work papers.

Both of these items will require additional work and most proposers will want to insure that they cover their costs. Most of the cost of the annual audit is labor costs and the more changes that they have to deal with the more the cost increases.

BUGETARY IMPACT (Finance Dept):

The budgetary impact will be on the FY 2015 budget, whereas the FY 2014 budgeted amount is to pay the current auditor for FY 2013 work. The current contract amount is \$34,500 plus the Single Audit Act requirements and The Children's Trust audit. The Single Audit is required when the Village has over \$500,000 in expenditure of federal dollars. Forfeiture funds are considered federal funds and the Village spent over \$500,000 in FY 2013. This will bring the annual cost to around \$40,000. The current budget is \$41,000 and I would estimate that the FY 2015 audit costs will be in this same range or slightly higher. The development of the bid specification is a very critical part of the annual audit contract and finance department work load.

PERSONNEL IMPACT:

There bid specifications need to include at least the same level of work as the current auditors. If the work effort for the external auditors is reduced then the finance department staff will be required to prepare more work papers and perform other functions for the audit. The FY 2014 budget did not anticipate any additional workload for the audit process.

RESOLUTION NO. 2002-52

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, LIMITING THE YEARS OF SERVICE OF THE CITY'S INDEPENDENT ACCOUNTING FIRM TO A PERIOD NOT TO EXCEED THREE (3) CONSECUTIVE FISCAL YEARS; SETTING AN EFFECTIVE DATE.

WHEREAS, Section 3.06(I) of the City Charter authorizes the City Commission to appoint an outside auditor who shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years, who shall be responsible for making an independent examination in accordance with the generally accepted auditing standards and review of accounts and other financial transactions by the City and submit such report, together with recommendations for improving the fiscal control, to the Commission and to the City Manager.

WHEREAS, the City wishes to restrict the service of such auditor to a period not to exceed three (3) consecutive fiscal years commencing with the 2003-2004 audit.

WHEREAS, the auditor shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers;

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

Section 1: That the City is hereby authorized to engage the services of an independent auditor who shall serve in such capacity for a period not to exceed three (3) consecutive fiscal years.

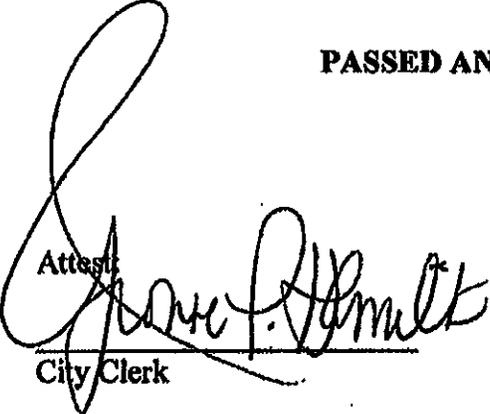
Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 24th day of September, 2002.



Alan Dorne, Mayor

Attest



City Clerk

12D(5)

APPROVED AS TO FORM:


Earl G. Gallop, City Attorney

FINAL VOTE AT ADOPTION:

Mayor Alan Dorne

Yes

Vice Mayor Eric D. Isicoff

Yes

Commissioner Armand Abecassis

Yes

Commissioner George A. Kane

Yes

Commissioner Connie Leon-Kreps

Yes

Resolution: City of North Bay Village: Independent Auditor

12D(6)

Audit Requirements

Chapter 218

FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

12D(7)

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

12D(8)

North Bay Village

Charter requirement for Auditor Selection

7.02. Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

**NORTH BAY VILLAGE
EVALUTION CRITERIA FOR FY 2014 - FY 2016 AUDIT CONTRACT**

1. Mandatory Elements

0 points

Yes No

- | | | | |
|----|--|--------------------------|--------------------------|
| a. | The audit firm is independent and licensed to practice in Florida | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | The audit firm's professional personnel have received adequate continuing professional education within the preceding two years with sufficient training in all GASB pronouncements. | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | The firm has no conflict of interest with regard to any other work performed by the firm. | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | The firm submits a copy of its most recent external quality control review report (peer review) and the firm has a record of quality work. | <input type="checkbox"/> | <input type="checkbox"/> |
| e. | The firm adheres to the instructions in this Request for Proposals in preparing and submitting the proposal. | <input type="checkbox"/> | <input type="checkbox"/> |

**IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS NO - THE PROPOSAL
DOES NOT MEET THE MANDATORY REQUIREMENTS AND IS TO BE REJECTED.
DO NOT CONTINUE BEYOND THIS POINT**

**2. Technical Qualifications - Points maybe weighte by Qualiication
Total Available - 100 Points**

- | | | |
|----|---|--------------------------|
| a. | <u>Ability of personnel</u>
The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation. | <input type="checkbox"/> |
| b. | <u>Experience</u>
The firm's (and specifically the local office's) past experience and performance on comparable government engagements; experience performing single audits of federal financial assistance and audits under the Florida Single Audit Act and The Childrens Trust. | <input type="checkbox"/> |
| c. | <u>Ability to furnish required services</u>
Adequacy of proposed staffing plan for various segments of the engagement; general approach to the audit; adequacy of sampling techniques; adequacy of analytical procedures. | <input type="checkbox"/> |
| d. | <u>Total compensation proposed</u>
The proposed cost of services should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive price is to contain all direct and indirect costs including all out-of-pocket expenses. Prices should be stated for each year of the contract. | <input type="checkbox"/> |

Total points awarded

100

/2D(10)



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 29, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA CREATING AN AUDIT COMMITTEE AND APPROVING GENERAL SPECIFICATIONS FOR AUDITING SERVICES PURSUANT TO LOCAL AND STATE REGULATIONS; SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

12D (11)

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA CREATING AN AUDIT COMMITTEE AND APPROVING GENERAL SPECIFICATIONS FOR AUDITING SERVICES PURSUANT TO LOCAL AND STATE REGULATIONS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY FRANK K. ROLLASON)

WHEREAS, the Village Commission believes that it is critical to ensure that audits of the Village's financial statements are completed annually in accordance with State and local laws; and

WHEREAS, Section 218.391, Florida Statutes authorizes the Village Commission to utilize State regulations when selecting an auditor to conduct the annual financial audit; and

WHEREAS, Section 218.391(2), Florida Statutes requires the Village Commission to create an Audit Committee to assist in selecting the auditor to conduct the required annual financial audit; and

WHEREAS, Section 7.02 of the Village Charter requires the Commission to approve specifications for the selection of an auditor; and

WHEREAS, the Village Commission without limiting its role or responsibilities believes that an Audit Selection Committee can ensure transparency in the auditor selection process.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Audit Selection Committee. An Audit Selection Committee is hereby created which shall consist of the following members _____ selected by a majority vote of the Commission members present. The Committee shall meet and:

- A. Refine the evaluation criteria to be included in the RFP for auditing services
- B. Establish the auditor selection calendar of events to ensure compliance with the Village Charter, Village Code and Florida Statutes for securing the services of an external audit firm for the FY 2014 post audit contract.
- C. Meet all requirements in Florida Statutes 218 and all aspects shall not exclude the public.
- D. Present to the Commission the ranking of firms that apply for the audit contract, that meet the criteria as advertised.
- E. Perform any other tasks formally assigned to the Committee by the Village Commission

Section 3. Audit Specifications: The general audit specifications attached hereto as "Exhibit 1" are for the RFP audit engagement are hereby approved.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption hereof.

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

FINAL VOTE ADOPTION:

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

PASSED AND ADOPTED this ____ day of November 2013.

 Connie Leon-Kreps
 Mayor

ATTEST:

 Yvonne P. Hamilton, CMC
 Village Clerk

12D(13)

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

WEISS SEROTA HELFMAN PASTORIZA COLE
& BONISKE, P.E.
NORTH BAY VILLAGE:

North Bay Village Resolution-RFP for Auditing Services

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, OPPOSING AND URGING AMENDMENT TO OR REPEAL OF THE BIGGERT WATERS FLOOD INSURANCE REFORM ACT OF 2012; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)

WHEREAS, the real estate sector of the economy is a crucial part of the entire Local, State and Federal Economy and its recovery and is one of the major economic drivers of tourism and quality of life throughout North Bay Village as well as in the entire State of Florida and Nation; and

WHEREAS, the real estate sector reaches into every aspect of business success since this act affects every business owner's ability to run a successful business due to the age of many commercial buildings. And owner who wants to sell their building will find that a new owner is now paying many thousands of dollars more for flood insurance thereby changing the return on investment, the very stability of the business operation. Business owners will face lease increases to cover the new flood insurance rate and find the profitability diminished, perhaps below viability; and

WHEREAS, Congress passed the National Flood Insurance Act of 1968 specifically to ensure flood insurance coverage is available on reasonable terms and conditions of citizens who have a need for such protection; and

WHEREAS, The National Flood Insurance Program (NFIP) plays a critical role in the location, placement, and construction of homes and structures within a community and provides for an estimated 5.68 million NFIP policies nationwide; and

WHEREAS, under NFIP, participating communities with structures located and built in the Special Flood Hazard Areas (Flood Zones A and V); and are backed by federal lender institutions are required to purchase mandatory flood insurance policies; and

WHEREAS, on July 6, 2012 the President signed into law the Surface Transportation Bill (H.R. 4348), which included the Biggert-Waters Flood Insurance Reform Act (BW-12); and

WHEREAS, the "Act" (BW-12) re-authorizes the National Flood Insurance Program (NFIP) through 2017, but also puts into place many significant reforms as a result of the high losses incurred by the program in 2005 from Hurricane Katrina and in 2012 from Super Storm Sandy for the program to be financially solvent; and

12EC1)

WHEREAS, these reforms outlined below include dramatic and in many cases immediate changes for structures built Pre-Firm (Section 205 of the "Act"), and structures that were built Post-Firm (Section 207 of the "Act") as well as lowering the threshold for what is deemed to be a substantial improvement; and

WHEREAS, the "Act" will implement actuary insurance rates for homeowners, business owners, and prospective buyers upon the sale or purchase of real property or lapse in insurance coverage after July 6, 2012; and

WHEREAS, Section 205 of the "Act" removes historical subsidized insurance rates for all non-primary residence and business properties that have been lawfully constructed prior to the first Flood Insurance Rate Maps (Pre-Firm) and are now subject to receive "Full Risk Rates" at a rate of 25% a year until the "Full Risk Rate" is achieved; and

WHEREAS, Section 207 of the "Act" removes historical subsidies for any structure (grandfathered or non-subsidized) that is affected by FIRM designation to a Special Flood Hazard Area and will be subject to receive "Full Risk Rates" at a rate of 20% per year until the "Full Risk Rate" is achieved; and

WHEREAS, the "Act" redefines the term "substantial improvement" discouraging the remodeling and renovation of existing structures by lowering the threshold for "substantial improvement" from 50% of the value of the structure to 30%; and

WHEREAS, nationwide NOAA data shows that 52% of the U.S. population lives in a coastal water shed county; and

WHEREAS, North Bay Village and citizens are extremely concerned that the "Act" will financially impact home and business owners; devalue properties; discourage construction; hinder real estate sale transactions; and may result in foreclosures to owners who have lawfully constructed their homes and businesses as allowed by the NFIP within flood plains and the State's building code.

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

Section 1. The Commission urges the United States Congress, and specifically Florida Senators Bill Nelson and Marco Rubio, U.S. Representative Gus Bilirakis and U.S. Representative Bill Young, to take immediate action to delay or repeal those portions of the Act that imposes a punitive and unjust financial burden on coastal real property owners as a result of the Flood Insurance Reform Act of 2012 and FEMA's revised Base Flood Elevation Maps or, as an alternative:

- a. Consider legislation to establish a National Disaster Fund;
- b. Amend the Biggert-Waters Reform Act to provide for a slower rate of increase to flood insurance rates over a greater time period to meet Full Risk Rates;
- c. Extend the grandfathering provisions for all existing policy holders who have lawfully constructed their homes per the State Building Code and upon transfer;
- d. Reinstate the substantial improvement threshold at the historical limit of 50% of the value of the structure; and
- e. Address the cost savings that could be incurred through the rate making processes by participating NFIP communities that engage in Federal Storm Drainage Reduction projects;
- f. Have specific State building codes or enhances construction standards that would further limit flood loss and decrease the amount of damage community-wide.

Section 2. The Commission urges Congress to direct an independent examination to: Review the National Flood Insurance Program's (NFIP) proposed actuarial rates; NFIP solvency; and to assess the burden that the Biggert-Waters Act of 2012 will impose on policy holders.

Section 3. The Commission urges Congress to develop more reasonable and rational methods to NFIP solvency that will not damage the economy or its fragile recovery; and

Section 4. The Village Clerk shall forward a copy of this Resolution to United States Senator Pat Toomey (R-P-A), United States Senator Mary Landrieu (D-LA), United States Senator David Vitter (R-LA), United States Senator Bill Nelson (D-FL), United States Senator Marco Rubio (R-FL), U.S. Representative Bill Young (R-FL) and Rick Scott, Governor of the State of Florida.

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

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

FINAL VOTE AT ADOPTION:

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

12E(4)

PASSED AND ADOPTED this 12th day of November, 2013.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution-Biggert Waters Flood Insurance Reform Act



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: November 1, 2013

TO: Frank K. Rollason
Village Manager

FROM: Jorge Gonzalez 
Commissioner

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, OPPOSING AND URGING AMENDMENT TO OR REPEAL OF THE BIGGERT WATERS FLOOD INSURANCE REFORM ACT OF 2012.

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

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

12E(6)
Commissioner
Jorge Gonzalez

*Sponsor
Small REJOURN.
IN NEW.*

RESOLUTION 13-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA, OPPOSING AND URGING AMENDMENT TO OR REPEAL OF THE BIGGERT WATERS FLOOD INSURANCE REFORM ACT OF 2012

WHEREAS, the real estate sector of the economy is a crucial part of the entire Local, State and Federal Economy and its recovery and is one of the major economic drivers of tourism and quality of life throughout the City of Treasure Island as well as in the entire State of Florida and Nation; and

WHEREAS, the real estate sector reaches into every aspect of business success since this act affects every business owner's ability to run a successful business due to the age of many commercial buildings. An owner who wants to sell their building will find that a new owner is now pay many thousands of dollars more for flood insurance thereby changing the return on investment, the very salability of the business operation. Business owners will face lease increases to cover the new flood insurance rate and find the profitability diminished, perhaps below viability; and

WHEREAS, Congress passed the National Flood Insurance Act of 1968 specifically to ensure flood insurance coverage is available on reasonable terms and conditions to citizens who have a need for such protections; and

WHEREAS, The National Flood Insurance Program (NFIP) plays a critical role in the location, placement, and construction of homes and structures within a community and provides for an estimated 5.68 million NFIP policies nationwide; and

WHEREAS, under the NFIP, participating communities with structures located and built in the Special Flood Hazard Areas (Flood Zones A and V); and are backed by federal lender institutions are required to purchase mandatory flood insurance policies; and

WHEREAS, on July 6, 2012 the President signed into law the Surface Transportation Bill (H.R. 4348), which included the Biggert-Waters Flood Insurance Reform Act (BW-12); and

WHEREAS, the "Act" (BW-12) re-authorizes the National Flood Insurance Program (NFIP) through 2017, but also puts into place many significant reforms as a result of the high losses incurred by the program in 2005 from Hurricane Katrina and in 2012 from Super Storm Sandy for the program to be financially solvent; and

WHEREAS, these reforms outlined below include dramatic and in many cases immediate changes for structures built Pre-Firm (Section 205 of the "Act"), and structures that were built Post-Firm (Section 207 of the "Act") as well as lowering the threshold for what is deemed to be a substantial improvement; and

WHEREAS, the "Act" will implement actuary insurance rates for homeowners, business owners, and prospective buyers upon the sale or purchase of real property or a lapse in insurance coverage after July 6, 2012; and

WHEREAS, Section 205 of the "Act" removes historical subsidized insurance rates for all non-primary residences and business properties that have been lawfully constructed prior to the first Flood Insurance Rate Maps (Pre-Firm) and are now subject to receive "Full Risk Rates" at a rate of 25% a year until the "Full Risk Rate" is achieved; and

WHEREAS, Section 207 of the "Act" removes historical subsidies for any structure

WHEREAS, the "Act" redefines the term "substantial improvement" discouraging the remodeling, and renovation of existing structures by lowering the threshold for "substantial improvement" from 50% of the value of the structure to 30%; and

WHEREAS, nationwide NOAA data shows that 52% of the U.S. population lives in a coastal water shed county; and over 50% of the U.S. population lives near a river, creek, bay, sound, lake, stream, or ocean and that such percentages are obviously much higher in Florida, in Pinellas County and in the City of Tarpon Springs; and

WHEREAS, the City of Tarpon Springs Commission and citizens are extremely concerned that the "Act" will financially impact home and business owners; devalue properties; discourage construction; hinder real estate sale transactions; and may result in foreclosures to owners who have lawfully constructed their homes and businesses as allowed by the NFIP within flood plains and the State's building code.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TARPON SPRINGS DOES RESOLVE THAT:

Section 1. The Commission urges the United States Congress, and specifically Florida Senators Bill Nelson and Marco Rubio, U.S. Representative Gus Bilirakis and U.S. Representative Bill Young, to take immediate action to delay or repeal those portions of the Act that impose a punitive and unjust financial burden on coastal real property owners as a result of the Flood Insurance Reform Act of 2012 and FEMA's revised Base Flood Elevation Maps or, as an alternative:

- a. Consider legislation to establish a National Disaster Fund;
- b. Amend the Biggert-Waters Reform Act to provide for a slower rate of increase to flood insurance rates over a greater time period to meet Full Risk Rates;
- c. Extend the grandfathering provisions for all existing policy holders who have lawfully constructed their homes per the State Building Code and upon transfer;
- d. Reinstate the substantial improvement threshold at the historical limit of 50% of the value of the structure;
- e. Address the cost savings that could be incurred through the rate making processes by participating NFIP communities that engage in Federal Storm Damage Reduction projects;
- f. Have specific State building codes, or enhanced construction standards that would further limit flood loss and decreases the amount of damage community-wide.

Section 2. The City Commission urges Congress to direct an independent examination to: Review the National Flood Insurance Program's (NFIP) proposed actuarial rates; NFIP solvency; and to assess the burden that the Biggert-Waters Act of 2012 will impose on policy holders.

Section 3. The City Commission urges Congress to develop more reasonable and rational methods to NFIP solvency that will not damage the economy or its fragile recovery.

Section 4. The City Clerk shall forward a copy of this resolution to United States Senator Pat Toomey (R-PA), United States Senator Mary Landrieu (D-LA), United States Senator David Vitter (R-LA), United States Senator Bill Nelson (D-FL), United States Senator Marco Rubio (R-FL), U.S. Representative Bill Young (R-FL) and Rick Scott, Governor of the State of Florida.

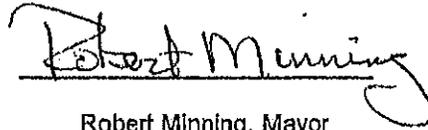
Section 5. This resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 3rd day of September, 2013 by Commissioner Bildz who moved its adoption; was seconded by Commissioner Ramsberger and upon roll call, the vote was:

YEAS: Commissioners Bildz, Collins, Ramsberger, Coward, Mayor Minning

NAYS: None

ABSENT OR ABSTAINING: None


Robert Minning, Mayor

ATTEST:



Dawn Foss, City Clerk

1ZE(10)

NFIP Policyholders: Total Number of Subsidized Policies by State and County (as of 12/31/2012)

This map shows the total number of subsidized policyholders within a state or county. Subsidized policyholders are NFIP policyholders with pre-FIRM subsidies removed by Section 100205 of the Biggert Waters Flood



Scott McAfee | Copyright: ©2013 Esri, Delorme, NAVTEQ

2

Tampa Bay Times

Rising flood insurance rates bearing down like a hurricane on Florida



John Romano, Times Columnist

Wednesday, September 4, 2013 5:54pm

Call it a warning. Or maybe even a cry for help.

However you characterize it, the letter sent to the director of the Federal Emergency Management Agency makes it clear that a new flood insurance law will be a catastrophe in coastal communities.

The letter warns of insurance rates that are "unaffordable" and will have "devastating impacts" that will "force families out of their homes."

Sound too alarmist to be taken seriously?

Then consider that the letter came from U.S. Rep. Maxine Waters, D-Calif., who was one of the lead sponsors of the Biggert-Waters Act passed 15 months ago. Waters now says the legislation had unintended consequences, and she's calling for a review.

The House has already passed an amendment to delay a portion of Biggert-Waters, and all eyes are now on the Senate. If senators fail to act, the impact on Tampa Bay could be enormous.

"To me, the best analogy is this thing is like a hurricane bearing down on us," said Treasure Island City Commissioner Tim Ramsberger. "It starts off as this storm on the coast of Africa that you're really not paying much attention to, and suddenly, it's on your doorstep. Well, this thing is on our doorstep. It's real, and it's dangerous."

If you're not familiar with Biggert-Waters, this is the short explanation:

For decades, the federal government offered subsidized flood insurance in low-lying or coastal areas. In other words, the price paid was not equal to the risk involved.

When the National Flood Insurance Program found itself \$18 billion in debt last year, Congress agreed to an overhaul, with new flood maps for high-risk areas and nonsubsidized rates.

"They were trying to make up 40 years' worth of losses in about five years," said insurance agent Jake Holehouse. "This is a national issue, but because of our density, Pinellas will be the most affected area in the nation.

"It could be catastrophic for our real estate market."

Lawmakers failed to grasp the ramifications of raising flood insurance rates as rapidly as they proposed.

12E(11)

A typical high-risk home in Pinellas will see its premium go up 20 percent annually until it reaches an actuarially sound rate. So a waterfront home paying \$2,000 for flood insurance will be paying nearly \$5,000 in five years.

And those are the lucky ones. Anyone who purchases a high-risk home — or who has purchased a home since Biggert-Waters passed last summer — will immediately be subject to the maximum rates.

For instance, Holehouse bought a home on St. Pete Beach in December. His current flood insurance premium is \$1,900 but was scheduled to balloon to more than \$12,000 under Biggert-Waters. By increasing the deductible and dropping his content insurance, he was able to reduce his premium to \$7,400 annually.

The obvious danger is the potential impact on home sales and property values.

Jim White of Century 21 realty had a contract on a relatively modest \$250,000 home in Redington Beach, but the buyer backed out when he realized his flood insurance would exceed \$10,000.

The fear is that beach property values will fall, and homeowners could wind up upside down on mortgages and unable to afford insurance.

"These are people who bought small places with the idea they would retire on the beach," White said. "That's where it gets scary."

Rising flood insurance rates bearing down like a hurricane on Florida 09/04/13

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?

12E(12)



Everything New Orleans

How controversial Biggert-Waters flood insurance bill became law

landrieu-scalise.jpg

Sen. Mary Landrieu, left, and Rep. Steve Scalise discuss the now very controversial 2012 flood insurance law.

Bruce Alpert, NOLA.com | Times-Picayune By **Bruce Alpert, NOLA.com | Times-Picayune**

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on August 13, 2013 at 5:14 PM, updated August 13, 2013 at 8:47 PM

WASHINGTON -- When the last Congress passed the **Biggert-Waters** flood insurance legislation, there was hardly any opposition. All Louisiana congressional members voted yes. It passed the House 406-22, and later was incorporated into a transportation funding bill that easily passed both the House and the Senate.

There were few warnings the bill might lead to the large premium increases now being reported by homeowners in Louisiana and other coastal communities. Now, the same Louisiana members who voted for Biggert-Waters are offering legislation to delay some of the law's premium increases -- at least for a year.

As the bill passed the House and Senate in June, 2012, part of an omnibus bill that included transportation funding and the Restore Act, only one Louisiana member, Sen. **Mary Landrieu**, D-La., publicly warned the bill would need to be "fixed" later. On the Senate floor, just before the vote, she expressed regret the measure didn't have an "affordability clause" to protect homeowners from being charged premiums they couldn't afford.

Still, Landrieu joined the rest of the Louisiana delegation in voting yes, explaining it was part of a larger bill that included the Restore Act, the delegation's top legislative priority. It transfers 80 percent of Clean Water Act fines from the **2010 BP oil spill** to the five Gulf States and could be worth billions of dollars to Louisiana.

Still, some Louisiana homeowners are asking why the acquiescence to the **flood insurance** measure when it was a stand-alone bill two years ago in the House of Representatives.

Rep. **Steve Scalise**, R-Jefferson, said the flood insurance program needed to be reauthorized to bring stability to a flood insurance program that had lapsed 18 times in previous years - causing several interruptions in the program that prevented new policies from being issued. Several times, house closings had to be postponed when home buyers couldn't purchase a required flood insurance policy.

1ZE(13)

"We wanted a clean reauthorization (without the bigger increases authorized by the bill), but there weren't the votes," Scalise said. He said the consensus by a large number of House members from both parties was that the premiums needed to be brought closer to actuarial levels.

Some House members wanted to go further and kill the program outright because it was \$18 billion in debt, largely due to payouts made after **Hurricane Katrina**. One member called it a Ponzi scheme. "I would say that this is a program that would make Bernie Madoff blush," said Rep. Candace Miller, R-Mich.

Her amendment to kill the program was defeated and the House went on to allow bigger yearly increases - 20 percent, instead, of 10, to bring premiums for some policyholders closer to actuarial rates.

Still, some House members argued, as did Landrieu in the Senate, that it was a mistake to require such big hikes in premiums.

"If homeowners get hit with annual premium increases in excess of 10 percent, I am concerned that that they will decide flood insurance is something they can do without," said Rep. Russ Holt, D-N.J. "And when a catastrophic event occurs, taxpayers will pick up the tab with disaster aid."

But an amendment to remove language authorizing premium increases of 20 percent a year was easily defeated.

Rep. Judy Biggert, R-Ill., the chief sponsor of the legislation, spoke for the majority opposed to the amendment.

"One of the core goals of this bill is to move the National Flood Insurance Program towards a more actuarially sound, proper functioning program, and any amendment to slow down that effort must be opposed," she said.

On the Senate side, Sen. **David Vitter**, R-La, worked with Sen. Jon Tester, D-Mont, on the Senate flood insurance legislation. Their bill, which allowed for slightly lower annual premium increases than the House bill, made it through the Senate Banking Committee, but no further, as the Senate ultimately took up the House-passed legislation.

Vitter said he negotiated "more reasonable phase-in time" to reach actuarial rates, and a new levee certification process that would take that financial burden from local communities.

As the House flood insurance bill came up for a vote in late June in the House and Senate, Landrieu argued, unsuccessfully, for it to be separated from the larger transportation/Restore Act bill, so it could be debated and amended.

"Flood insurance is not just about business and commerce; it is about culture; it is about a way of life; it is about preserving coastal communities; it is about being resilient in storms," Landrieu said just before the

vote. "I am certain we will be back here within the year, after the elections -- regardless of who wins and who loses--fixing some provisions that should have been fixed, but because there is not going to be a debate on the Senate floor will not be."

The flood insurance legislation had very powerful backers.

Biggert, R-Ill, the sponsor of the House bill, went down the list of influential supporters:

American Insurance Association, American Land Title Association, Building Owners and Management Association, CCIM Institute, Chamber SWLA, Council of Insurer Agents and Brokers, The Financial Services Roundtable, Independent Insurance Agents and Brokers of America, Institute of Real Estate Management, International Council of Shopping Centers, Manufactured Housing Institute, Mortgage Bankers Association, National Association of Home Builders, National Association of Mutual Insurance Companies, National Association of REALTORS, National Ready Mix Concrete Association, and the U.S. Chamber of Commerce.

Rep. **Bill Cassidy**, R-Baton Rouge, who is challenging Landrieu in the 2014 Louisiana Senate race, explained his support for Biggert-Waters this way:

"As you know, the Biggert-Waters Act was the only way to make it (flood insurance) available at the time. In fact several stakeholder groups, including the National Realtors Association, urged passage of Biggert-Waters. Unfortunately, it has been implemented in a way by FEMA (Federal Emergency Management Agency) to make the insurance unaffordable, which includes flood maps that do not account for non-accredited levees and other flood protection features."

FEMA said it is following the law, though the agency has agreed to incorporate non-federal levees on maps - a move that should reduce flood risks, and therefore cancel out some of the projected premium hikes.

Biggert, who lost her 2012 re-election bid, is no longer in the House. Rep. Maxine Waters, D-Calif., the other lead sponsor, is now backing efforts to avert some of the largest increases, at least temporarily.

"As one of the primary authors of the Biggert-Waters Flood Insurance Reform Act and a longtime advocate for the people of southern Louisiana, I can state that it was never the intent of Congress to impose the types of punitive and unaffordable flood insurance premiums that residents of southern Louisiana are currently facing," Waters said. "I am committed to working with my colleagues in Congress and with the Federal Emergency Management Administration (FEMA) to solve this problem."

On Tuesday, Garret Graves, chair of Gov. Bobby Jindal's Coastal Protection and Restoration Authority, tweeted that the flood insurance program hasn't been the drain on taxpayers claimed by proponents of Biggert-Waters. He said the program collected \$65.3 billion in premiums since 1978, but only paid out \$56.4 billion to policyholders.

12E(15)

"FEMA says Natl Flood Insur Prog (NFIP) is 10s of billions in the red. not a math wiz, but #s show a different stor," he tweeted.

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12E(16)



Staff Report Variance Request

Prepared for: North Bay Village Commission

*Applicant: Bayview Condominium Association and
Verizon Wireless*

*Request: Variance from Setback Standards for
Placement of Generator*



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13A(1)

General Information

Applicant	Bayview Condominium Association and Verizon Wireless
Applicant Address	1625 Kennedy Causeway, North Bay Village
Site Address	1625 Kennedy Causeway
Contact Person	Robert Perry
Phone Number	248-773-2976
E-mail Address	robert@telesitewireless.com

Future Land Use Map Classification	Commercial
Zoning District	General Commercial (CG)
Use of Property	Multi-Family Condominium
Acreage	1.14 acres (49,500 sq ft)

Legal Description of Subject Property

A parcel of land lying within lands of BAYVIEW CONDOMINIUM AT NORTH BAY VILLAGE, recorded in Official Records Book 21589, Page 2565, of the Public Records of Miami-Dade County, Florida, said condominium property being all of Tract "A", CAREY PLAT, according to the plat thereof, as recorded in Plat Book 157, Page 90, of the Public Records of Miami-Dade County, Florida.

Item Before the Village Commission

Bayview Condominiums is a seventy-five unit, 13 story, multi-family development approved as Carey Properties in 2000/01 and built in 2003. Since the Bayview Condominiums was built with the RM-70 setback and site plan standards, the applicants (Verizon with permission from the owner) are requesting a variance from the regulations of Section 152.029(C)(2) of the North Bay Village Code to allow a 6.5 foot encroachment into the required 15 foot side setback area, for the purpose of installing a backup generator to supply power to the existing cellular communications equipment on the roof of the structure.



1
13A(2)

Description of the Situation

Verizon Wireless has an existing agreement with the Bayview Condominium Association whereby Verizon is permitted to maintain cellular communications equipment on the rooftop of the condominium structure. Verizon would like to lease an additional ground-level 10 foot by 16 foot area on the eastern side of the property within the side setback area. In that area, they would like to place a generator and a diesel tank for the purpose of providing backup power to the cellular communications equipment in the event of a power outage.

The generator will be mounted on top of the diesel tank; the unit will then be anchored to a 4 foot by 10 foot concrete pad that will protrude 4 inches above ground. The generator and diesel tank combined will be 7'11" long, 3'2" wide, and 8'3" tall. The plans show that the newly leased area will be fenced in, with a fence of a height and type that will match the existing fencing on the property. Landscape hedging around the fence will match the existing hedge. Conduit will be installed to run from the generator to the roof top tower.

According to the project engineer, the generator will require 15-20 minutes of operation, once a week, for testing and maintenance purposes. The generator will be housed in a sound enclosure and will operate at a noise level of approximately 65 decibels (equivalent to a household vacuum cleaner).

Section 152.0582 requires structural or landscape screening of mechanical equipment, specifically that screening be at least as high as the equipment. In the likely event that the proposed hedges are not tall enough to screen the entire height of the generator structure, we recommend a condition of approval requiring structural screening be utilized, in the form of lattice or some other decorative material.

This is a multifamily structure developed under the RM-70 district site development standards. Section 152.029(C) requires a 15 foot setback on one side and a setback of 20% of the lot width on the other side. Additionally, the combination of both side setbacks must be at least 60 feet. According to the site plan approved for the original building construction, the total lot width is 275 feet. The distance from the building to the west property line is 55 feet, and the distance from the building to the eastern property line is 25 feet. Since the western 55 foot setback is clearly the setback that meets the 20% of the lot width requirement, the eastern setback must only be at least 15 feet. The generator is proposed to be placed 8.5 feet from the eastern property line. This is an encroachment of 6.5 feet into the required 15 foot setback.

North Bay Village Resolution 2000-08 recommended approval of the original site plan for construction of the multi-family structure at 1625 Kennedy Causeway, with the condition that confirmation of approval from the Miami-Dade Shoreline Review Board be provided prior to the issuance of a building permit. In order to verify that this project would not be in conflict with that shoreline approval, we spoke with Miami-Dade County zoning staff regarding this variance request.

13A(3)



After their review of the proposed project plans and the original shoreline resolution for the structure at 1625 Kennedy Causeway (attached), the Miami-Dade Shoreline Coordinator responded with a letter (attached) indicating that the currently proposed project does not require shoreline review and is not in conflict with the original shoreline resolution. However, during our discussions with the Shoreline representative, we were informed that the original shoreline resolution included a condition that the developer furnish a 5 foot wide easement along the west property line to provide access to the public boardwalk along the rear of the property. It appears that this easement was either never provided or has since been overgrown with landscape vegetation. We have discussed this issue with Nautica Management, which is the management company for Bayview Condominium. We are still waiting for a response from the Bayview Condominium Association.

A question has also arisen concerning the use of natural gas instead of diesel fuel for this generator. It is staff's understanding that natural gas would incur additional project costs and would require additional space for the natural gas tank. Verizon has stated that a representative will be present to speak on this subject. Section 151.25 of North Bay's Code of Ordinances (see attached) contains requirements regarding generator fuel types. This section specifically states that those fuel type requirements are for generators providing backup power for elevators and lighting in common areas of multi-family structures. Since this generator is being installed for the purpose of providing backup power for cellular communications equipment, Section 151.25 does not apply.

The applicant has not provided letters of consent from neighboring properties at the time of the writing of this staff report, but this probably is less important than other situations because the neighboring properties are commercial not residential.

Adjacent Future Land Use Map Classifications and Zoning Districts

North:	Future Land Use Map Classification:	Water
	Zoning District:	Water
	Existing Land Use:	Biscayne Bay
East:	Future Land Use Map Classification:	Commercial
	Zoning District:	General Commercial (CG)
	Existing Land Use:	Restaurant
South:	Future Land Use Map Classification:	Commercial
	Zoning District:	General Commercial (CG)
	Existing Land Use:	Grocery Store Restaurant & Hookah Lounge Restaurant, Bank, Office Space
West:	Future Land Use Map Classification:	Commercial
	Zoning District:	General Commercial (CG)
	Existing Land Use:	Night Club



Required Findings:

Sec. 152.0971(B) sets forth findings that are required for the reviewing body(ies) to authorize any non-use variance request. In addition to staff comments on these items, the applicant's comments (included in his letter) have been listed as well. For ease of review, each of the criteria contained in subparagraphs (B)(1) through (B)(3) have been separated into their component parts.

- (1) The variance will be in harmony with the general appearance and character of the community.

Applicant Comments: The applicant has taken care to ensure that the appearance of the proposed generator location will blend with the existing surrounding conditions on the subject property. The generator unit will be surrounded by a decorative fence and trees and plant materials matching those in the immediate vicinity will be added project envelope to further buffer the unit from the view of adjacent properties. It is a sensible location from the standpoint that existing utility infrastructure currently exists near the project area in the southeast corner of the property. Additionally, the restaurant immediately to the east has constructed a short decorative screening-wall so as to provide a buffer between themselves and the Bayview Terrace property. In the opinion of the applicant, this wall, and the combination of the above mentioned improvements will effectively shield the generator unit from view from all angles.

Staff Comments: The plans show that existing and proposed hedges will surround the proposed generator, with the exception of the necessary access gate. From the plans provided, it is not clear if the existing and proposed hedges will be tall enough to completely obscure the generator from view. However, there are already two existing mechanical items in close proximity to the proposed site, which are not obscured from view. It does not appear that installation of the generator, fence and hedges will further diminish the existing view corridor to the bay.

- (2) The variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Applicant Comments: Emergency power generators have become a common sight on both residential and commercial properties in many parts of Florida. In the case of the subject property, Verizon wishes to place a generator on the property to allow for continued operation of its existing cell site in the event of an extended outage of electricity. Verizon considers the threat of seasonal weather to be serious when it comes to the need for its subscribers to make calls on their phones during an emergency. With that in mind, Verizon has been placing backup generators at sites all across the south Florida region in order to ensure a working communications grid during times of extraordinary need. In essence, this is a public-welfare response by Verizon. A pro-active approach to providing



necessary support during extended outages. This plan is implemented in the good interests of the public.

Staff Comments: Emergency backup for wireless network systems is a positive aspect for public welfare.

- (3) The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

Applicant Comments: As stated in item #1 above, the proposed generator will be situated in an area that currently contains trees and decorative plant material. Additional trees and plant material, as well as a decorative fence, will be used to shield the generator unit from view. These measures, along with the already existing decorative screening wall built by the restaurant to the east of the subject property will effectively shield the generator unit from view. It is important to note that the condominium association of the subject property took action in support of this application. Stakeholders were involved in the decision-making process that led to the siting of the unit in the easterly side-yard and its accompanying screening treatments. Additionally, it is also important to note that the property to the east of the Bayview Terrace Condominium community is a restaurant and the use of the land immediately adjacent to the proposed generator location is a parking lot. As such, there are no adjacent residences to be impacted by the placement of the generator. This is also true to the south of the project as commercial office space and vehicular parking account for the land uses on the south side of the JFK Causeway.

Staff Comments: This improvement should not have an aerial/visual impact on the adjacent residences.

Staff finds that the requested variance does meet the requirements of Section 152.0971 in that the materials submitted adequately allow for an affirmative finding on all of the criteria contained as specifically identified by the foregoing staff comments.



Recommendation:

Staff recommends **approval** of the requested variance to allow a 8.5 foot setback from the property line where a 15 foot setback is required, with the following stipulations:

1. To comply with Section 151.25, screening must be provided which screens the entire height of the generator structure.
2. Generator testing times shall be restricted to between 10am and 2pm on weekdays and non-holidays.
3. Building permits and related approvals for generator installation must be obtained from the Building Official prior to commencement of construction.
4. All applicable state and federal permits must be obtained before commencement of construction.
5. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
6. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Submitted by:

James G. LaRue
James L. LaRue, AICP
Planning Consultant
November 1, 2013

Hearing: Village Commission, November 12, 2013

Attachments:





North Bay Village

Administrative Offices

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

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

APPLICATION FOR PUBLIC HEARINGS:

Hearings and Notices: - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Verizon Wireless in cooperation with the
Bayview Condominium at North Bay Village

Applicant's Name: Association, Inc. Phone: 248-773-2976

Mailing Address: 777 Yamato Road, Suite #600, Boca Raton, FL 33431

Legal Description of Property: 1625 Kennedy Causeway (legal description too large for placement here)

Existing Zoning: RM-70 Lot Size: _____ Folio: 23-3209-044-0310

Type of Request: Addition of (1) diesel-fueled generator for use by Verizon Wireless.

Request for Non-Use Variance to install generator in the setback.

Reason for Request: (Attach additional Pages if necessary) Verizon wishes to place the emergency

power generator on the grounds so that in the event of a lengthy power outage its existing wireless cell site on

the rooftop will continue to work for Verizon subscribers.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

Contact Person: Robert Perry for Verizon Wireless 248-773-2976
robert@telesitewireless.com

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

13A(8)

**APPLICATION FOR HEARING
BEFORE THE PLANNING & ZONING BOARD AND
VILLAGE COMMISSION
PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

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

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

(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).

Amberley Authorized Signature Lisa M Poklop Print Name

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed to before me this 20 day of SEPTEMBER 2013
by LISA M. POKLOP
who is personally known to me or who has produced _____
as identification.

Natalia E Nunez
Notary Public



13A(9)

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

Office Use Only:

Date Submitted: 10/9/13

Fee Paid: \$ 100.00

Tentative Meeting Date: 11/12/13

Cash or Check # 125289

Date Paid: 10/9/13

13A(10)

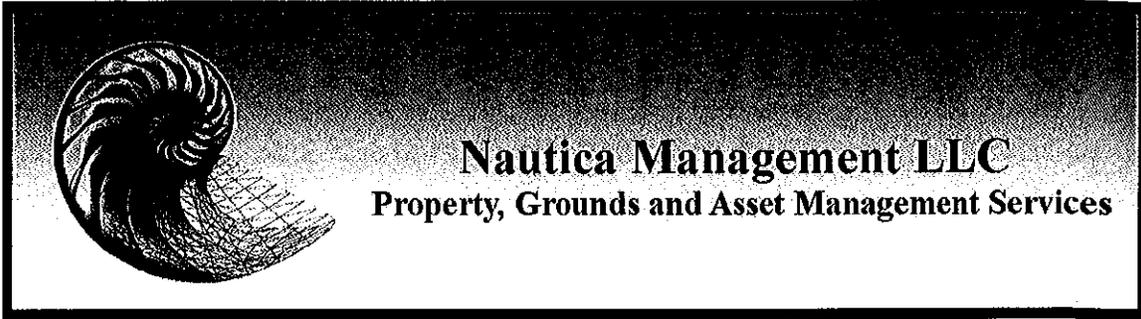
Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



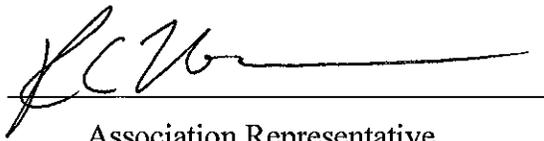
Date: October 10, 2013

To Whom It May Concern:

When signed by a member of the Condominium Association' Board of Directors, or the Property Manager, this letter indicates that Verizon Wireless has been approved to perform the work as described on the submitted plans at Bayview Condominium at North Bay Village Association Inc. These plans are for the installation of an emergency generator at the southeast corner of the property.

The Association assumes no responsibility for overseeing any work. It is the responsibility of the contractor to ensure that the work is done as specified, and that the correct method and materials are used.

- ❖ A City of North Bay Village work permit must be presented to the Association before work can begin.



Association Representative

Property Manager

Title

October 10, 2013

Date

13A(11)

MIAMI-DADE COUNTY SHORELINE COORDINATOR LETTER



Department of Regulatory and Economic Resources
Development Services Division
111 NW 1st Street + Suite 1110
Miami, Florida 33128-1900
T 305-375-2042
www.miamidade.gov/economy

November 1st, 2013

Benjamin L. Smith, LEED GA
LaRue Planning & Management Services, Inc.
1375 Jackson Street #206
Ft. Myers, FL 33901

Re: North Bay Village Apartments, 1625 Kennedy Causeway
SDRC process # B1996000005

Dear Mr. Smith:

Pursuant to your request sent by e-mail on October 25, 2013, indicating the intention to place a generator in the side setback of the above referenced apartment complex that was previously approved through the shoreline development review process, this letter will serve as notification that the proposed mechanical installation, is not in conflict with the provisions previously established by the Shoreline Development Review Committee in the Resolution 96-SDRC-03. Based on the information you submitted and a review of the previously approved shoreline plans, staff opines that neither the visual corridor nor the shoreline setback is compromised with the placement of such equipment.

Section 33D-34 states that the Shoreline Development Review Committee shall provide timely reviews for applications made for development actions within the shoreline development review boundary which fall within the threshold for the installation or construction of a fixed structure or existing docks or piles requiring a Class 1 coastal permit public hearing. The North Bay Village building mechanical improvement project, as proposed, does not entail any impact onto the Biscayne Bay Shoreline. The submitted plans indicate ancillary uses that are previously approved by the municipality building officer; consequently, building mechanical upgrades and their respective placement would be in accordance with the local zoning regulations. However, the submitted plans also indicate that the project will not be elevated, hence would not have a potential to block the public from unobstructed views of Biscayne Bay in the City of North Bay Village. As such, the thresholds for a new review under the Shoreline Ordinance do not apply and the proposed generator installation in the above-referenced project is not subject to shoreline development review.

If you have any questions or wish to further discuss the circumstances surrounding the subject application's shoreline review, please call me at 305-375- 2842.

Sincerely,

Maria Elena Pedero, LEED A.P.
Shoreline Coordinator
Development Services Division
Department of Regulatory and Economic Resources



SHORELINE DEVELOPMENT REVIEW COMMITTEE RESOLUTION

SHORELINE DEVELOPMENT REVIEW COMMITTEE

RESOLUTION 96 - SDRC -03

WHEREAS, Gold Key International has applied for approval of a site plan for the proposed North Bay Village Apartments located at 1625 Kennedy Causeway and as fully described in the attached recommendations and site plans, and

WHEREAS, the proposed project consists of a 75-unit 13-story apartment building, with an enclosed parking garage, a swimming pool, baywalk and a rooftop recreational area, and

WHEREAS, the subject application as filed with the Metro-Dade Department of Planning, Development and Regulation dated June 6, 1996 requests site plan approval, and

WHEREAS, the Shoreline Development Review Committee considered whether and the extent to which the project as presented conformed to the Dade County Comprehensive Development Master Plan, the North Bay Village Master Plan, and the Biscayne Bay Management Plan, and

WHEREAS, the Shoreline Development Review Committee of Dade County has as one of its primary responsibilities, the duty to determine the extent to which any plan or development action, as proposed, is in conformance with Dade County Ordinance 85-14 and the minimum standards set forth in Dade County Resolution 85-257, and

WHEREAS, the Committee considered the recommendations of Dade County staff, and



WHEREAS, a public meeting of the Shoreline Development Review Committee of Dade County, Florida, was advertised and held, as required by law, and all interested parties in the matter were heard, and upon due and proper consideration having been given to the matter;

NOW THEREFORE BE IT RESOLVED, that at its advertised meeting of September 5, 1996, the Biscayne Bay Shoreline Development Review Committee, as moved by Bill Rosenberg and seconded by Caridad Hidalgo-Gato recommended approval of the development action as presented and enumerated in the attached staff reports and site plans with the following provisions and conditions:

1. That the three surface parking spaces along the 79th Street Causeway be eliminated and that hedging and other landscape material be added in their place to provide buffering of the service area.
2. That the rear slope between the bulkhead and edge of building be substantially decreased to create a more manageable landscape area and level walkway.
3. That the 15' light fixtures around the pool deck be substituted with bollard lighting.
4. That the baywalk be extended to the property edges.
5. That a covenant be proffered to the City of North Bay Village requiring the dedication of the 5' public access easement along the westerly property line.

The vote on the motion was as follows:

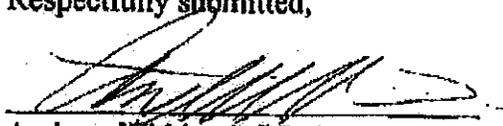
Les Bellinson	- Excused	Roberto Datorre	- No
Rosa Epstein	- Excused	Thorn Grafton	- Yes
Caridad Hidalgo-Gato	- Yes	Bill Rosenberg	- Yes
Nanciann Regalado	- Excused	Conchita Suarez	- No
Andrew Witkin	- Yes		

Motion to approve passed - 4-2.



This resolution constitutes the report of the Shoreline Development Review Committee together with all exhibits attached hereto submitted to the Board of County Commissioners, Dade County, Florida pursuant to Dade County Ordinance 85-14 which shall become a part of all hearings and/or permit records on the proposed development action.

Respectfully submitted,


Andrew Witkin, A.S.L.A.
Chairperson, Biscayne Bay Shoreline
Development Review Committee

9/12/96

Date

App. # 95-05

k:\Alex\sd\reso9603



NORTH BAY VILLAGE CODE SECTION 151.25

§ 151.25 Emergency electric generator required.

- (A) Any person, firm, or corporation owning or operating a residential apartment building within the City of more than five stories shall be required to provide the building with automatic secondary type 1 emergency power from an electric generator on the premises. All new construction receiving a certificate of occupancy after May 31, 2006 shall be required to have an emergency powered generator, which will function on or connect to natural gas, and to have a 3½- day propane back up and sound attenuating equipment. In addition, by May 31, 2006, all existing construction under 17 stories with an elevator which is opened to the public, will either be required to convert to natural gas with a 3½-day propane backup and sound attenuating equipment or to have and maintain at least a seven day supply of diesel fuel sufficient to operate. Existing construction under 17 stories shall comply by May 31, 2007. Any building that chooses the seven day diesel fuel option shall be required to convert at such time as the existing generator is changed or replaced, or when the generator is no longer satisfactorily functional.

The purpose of such a generator, which would function on natural gas, is to provide emergency electric power for the operation of at least one elevator giving all residents access to the elevator in the event of a disruption of the regular supply of electricity in the case of a natural emergency or other civil disturbance when the normal supply of electricity a furnished commercially is interrupted. All such emergency electric generators shall be connected on the line side of the main disconnect to at least one elevator on the premises, and in addition shall provide emergency lighting to the lobbies, hallways, and other portions of the building used by the public automatically in the event of any failure of normal lighting caused by disruption in the regular supply of electricity. In addition, any person, firm, or corporation operating such a building of more than five stories shall be required to provide an adequate fuel supply to operate such an emergency generator for at least 12 hours.

- (B) Compliance with the requirements of division (A) above shall be required on all new construction within the City. All existing multi-unit residential buildings and service stations shall be required to comply with the provisions of this section in accordance with the time frame set forth herein.
- (C) It is the intention of the City Commission that the provisions of this section shall implement the requirements of the Florida Building Code as applied to new construction and future service stations and additionally shall require that standard to be maintained by existing construction and service stations within the City.
- (D) Any person, firm, or corporation owning or operating a service station within the City shall be required to provide the facility with an adequate generator on the premises. The purpose of such a generator is to operate all gas pumps and any required office equipment needed to process the sale of gasoline to the general public in the event of disruption of the regular supply of electricity, in the case of an emergency or civil disturbance, when the normal supply of electricity furnished commercially is interrupted.

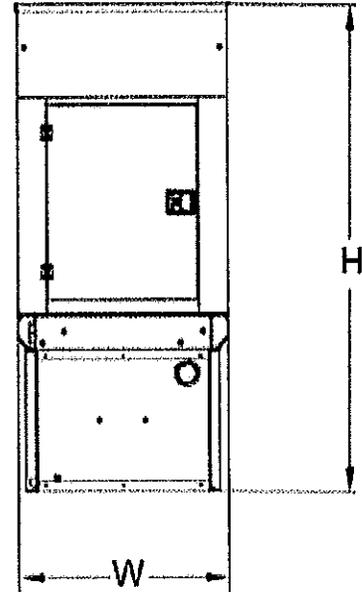
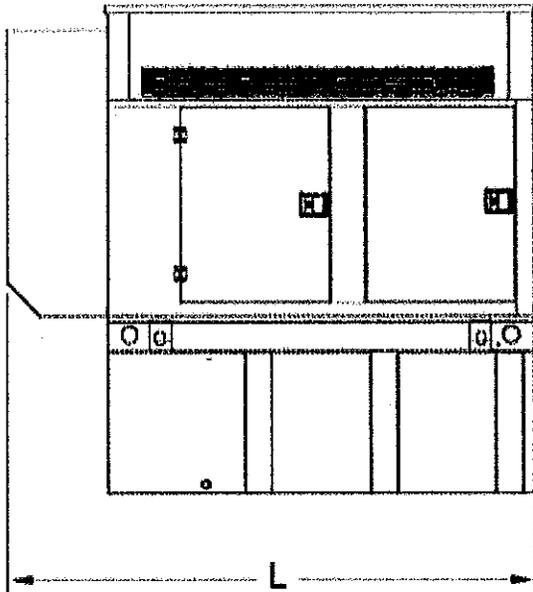
Compliance with the requirements of division (D) above shall be required for all existing and future service stations in the City which dispense gasoline to the public.

(Ord. 81-04, passed 1-21-81; Am. Ord. 90-10, passed 5-22-90; Ord. No. 2005-13, § 1, 11-8-05; Ord. No. 05-16, § 1, 12-13-05)

Cross reference— *Penalty, see § 151.99.*



GENERATOR SPECIFICATIONS



LEVEL 2 SOUND ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY (GAL)	L	W	H	WT	dBA*
NO TANK	-	95	38	62	2456	65
32	132	95	38	87	3166	
51	211	95	38	99	3375	
72	300	95	38	103	3438	
122	510	117	47	105	3821	

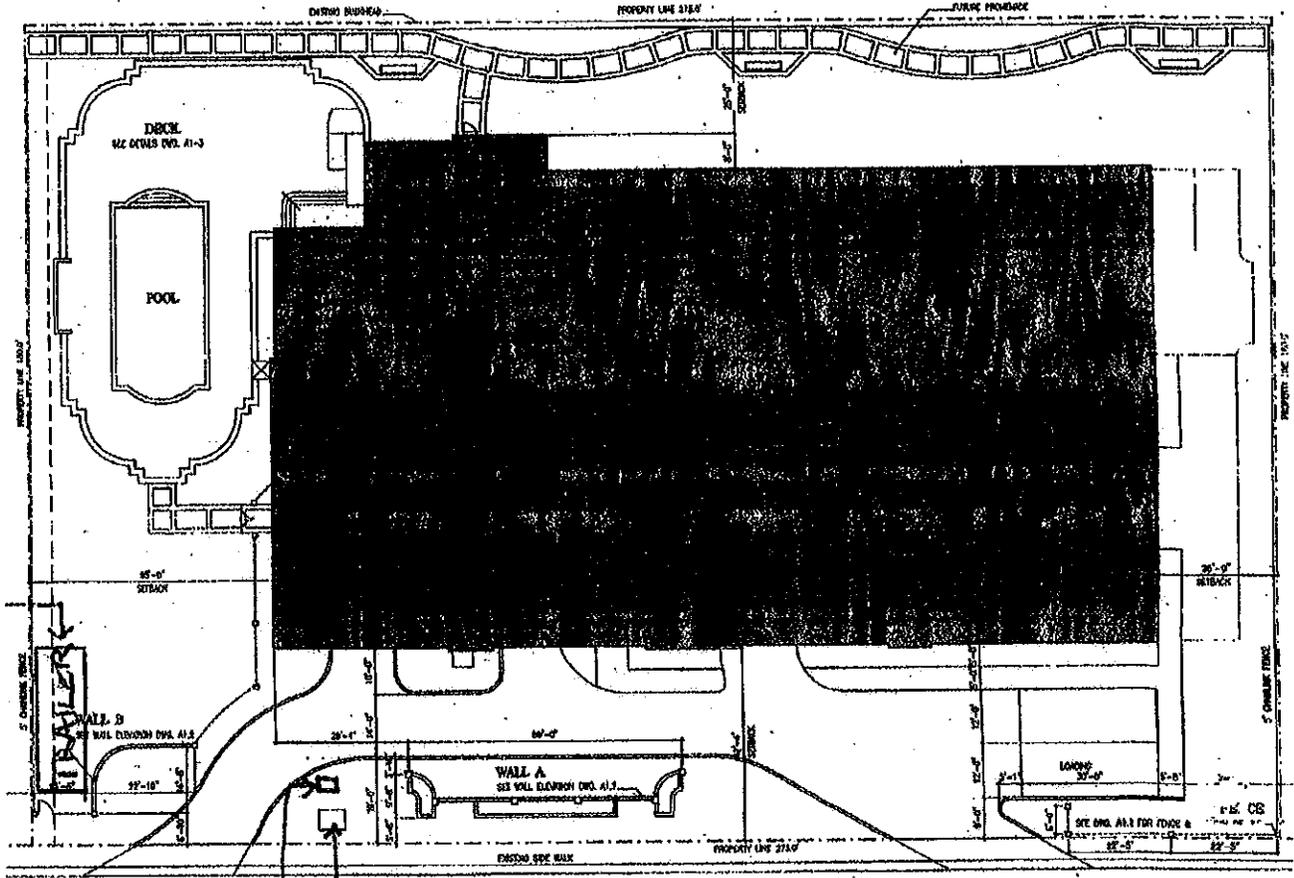


AERIAL PHOTOGRAPH OF SUBJECT SITE



13A(18)

CONDOMINIUM BUILDING 2001 SITE PLAN

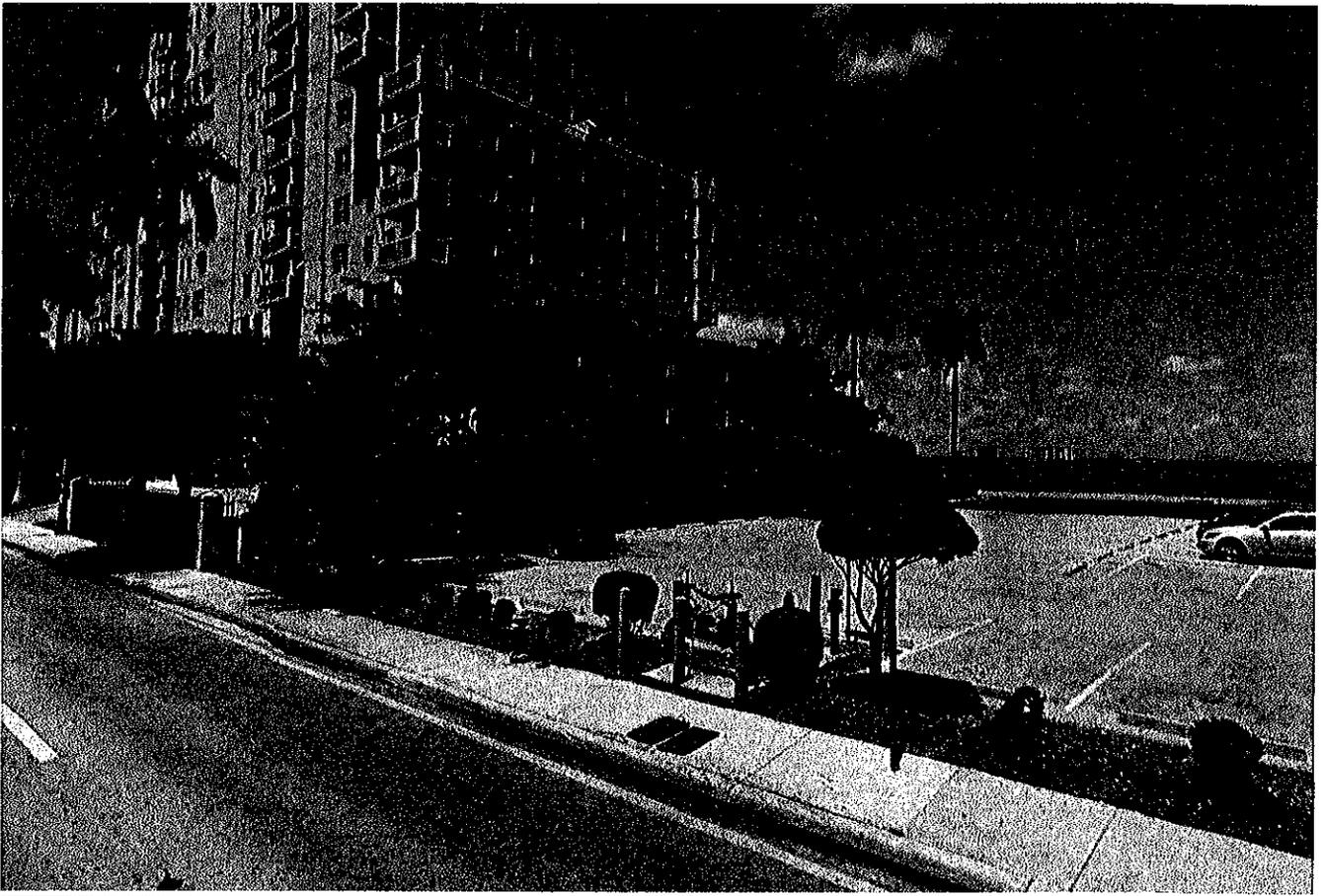


13A(19)

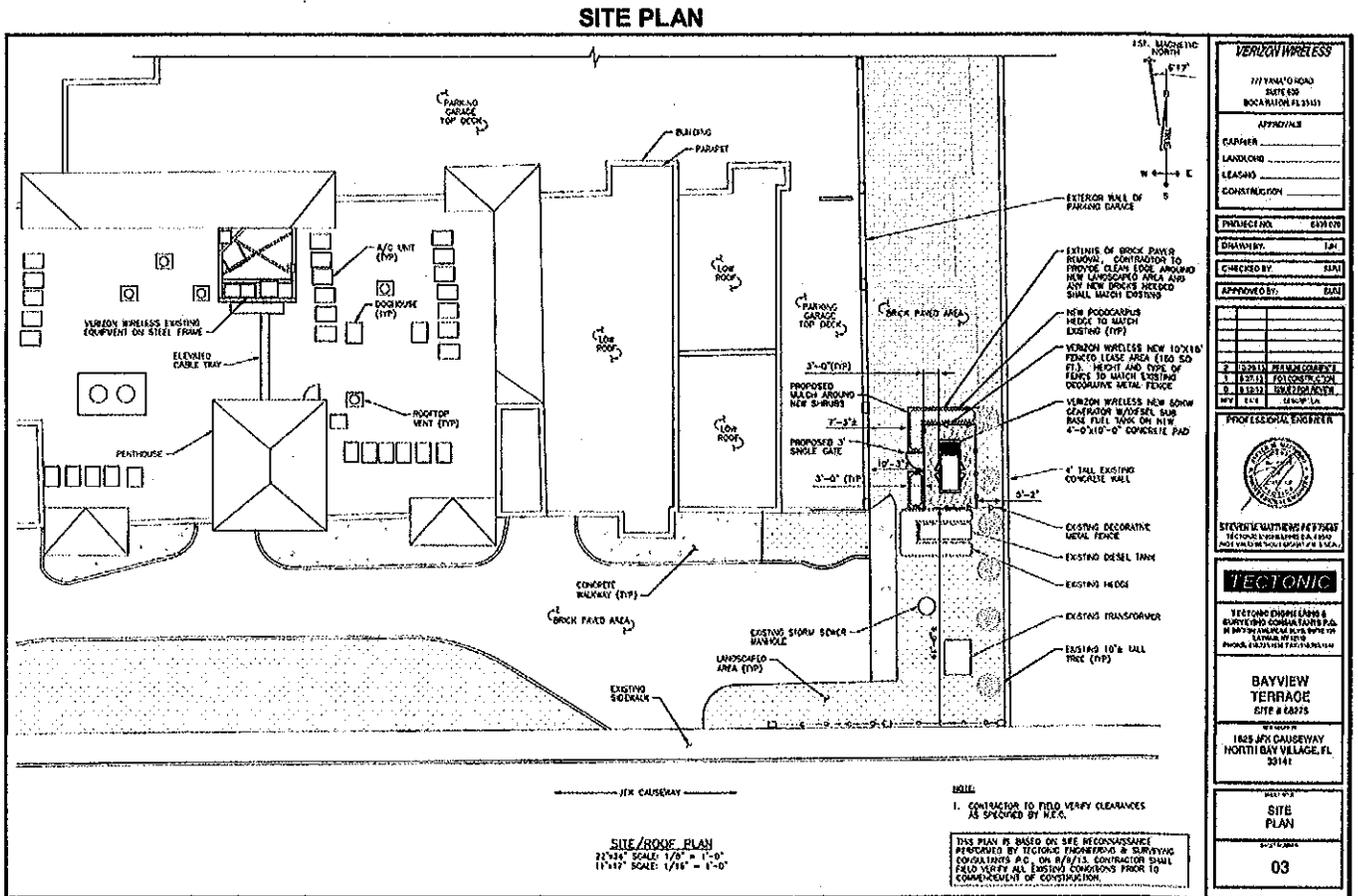
VIEWS FROM KENNEDY CAUSEWAY



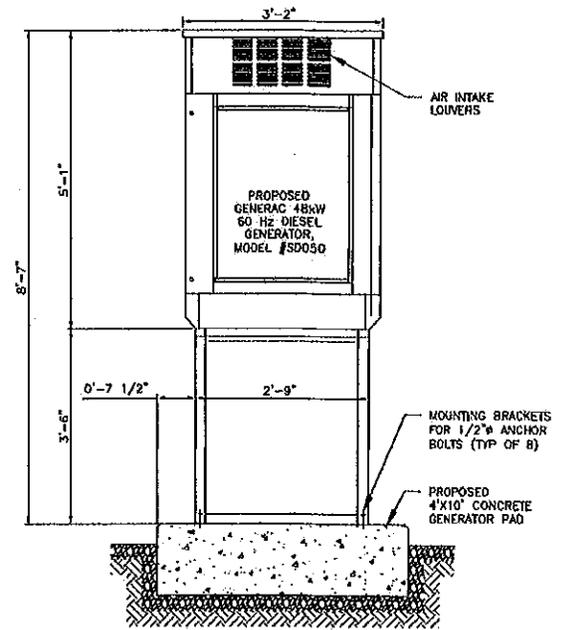
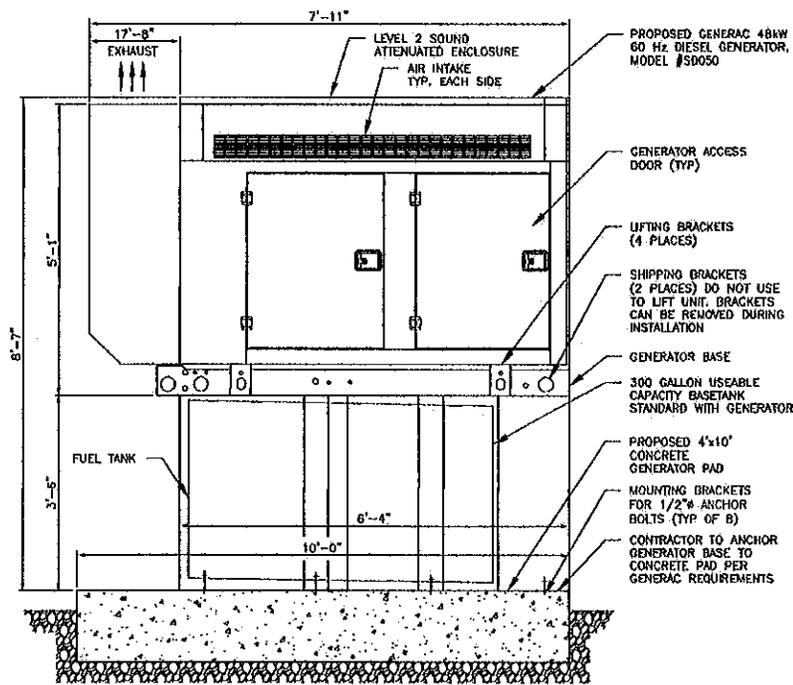
13A(20)



13A(21)



GENERATOR PLANS



13A(23)



North Bay Village

Administrative Offices

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

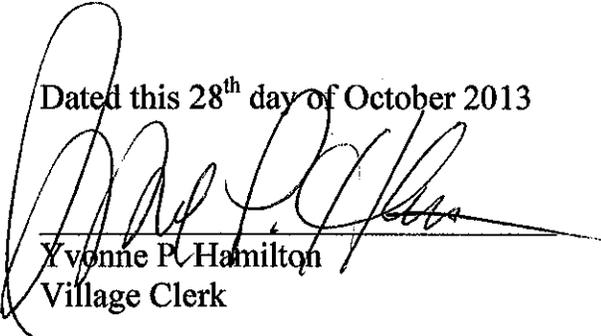
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Verizon Wireless in cooperation with the
Bayview Condominium at North Bay Village Association, Inc.
1625 Kennedy Causeway
North Bay Village, FL 33141

Request for Non-Use Variance to install Diesel-Fueled Generator

I, Yvonne P. Hamilton, Village Clerk hereby certify, as per Section 152.096(A)(2) of the North Bay Village Code of Ordinances, that the petition filed by Verizon Wireless in cooperation with the Bayview Condominium at North Bay Village Association, Inc. at 1625 Kennedy Causeway is complete.

Dated this 28th day of October 2013


Yvonne P. Hamilton
Village Clerk

(Commission Meeting – 11/12/2013)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

13A(24)
Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

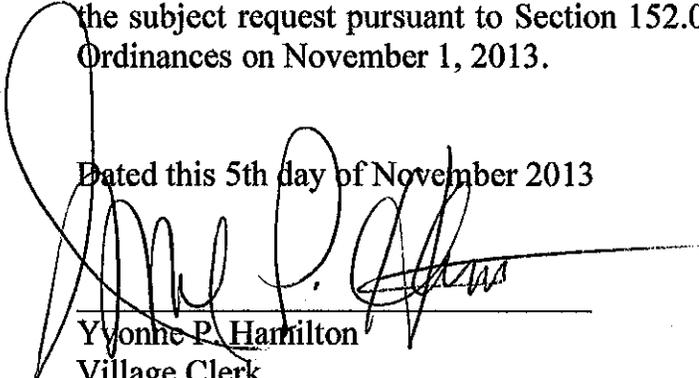
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Verizon Wireless in cooperation with the
Bayview Condominium at North Bay Village Association, Inc.
1625 Kennedy Causeway
North Bay Village, FL 33141

Request for Non-Use Variance to install Diesel-Fueled Generator

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on November 1, 2013.

Dated this 5th day of November 2013



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting – 11/12/2013)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

13A(25)
Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

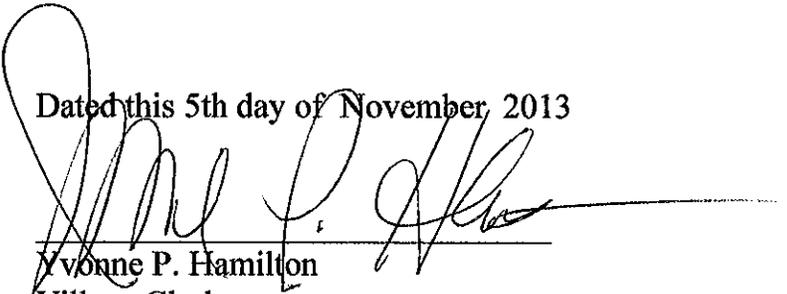
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Verizon Wireless in cooperation with the
Bayview Condominium at North Bay Village Association, Inc.
1625 Kennedy Causeway
North Bay Village, FL 33141

Request for Non-Use Variance to install Diesel-Fueled Generator

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on November 12, 2013 was posted at the above-referenced property on November 1, 2013.

Dated this 5th day of November, 2013



Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – October 8, 2013)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

13A(26)
Commissioner
Jorge Gonzalez



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A PUBLIC HEARING FOR THE PURPOSE OF THE CONSIDERATION OF A DEVELOPMENT AGREEMENT ON **TUESDAY, NOVEMBER 12, 2013** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA.

THE COMMISSION WILL CONSIDER A DEVELOPMENT AGREEMENT RELATED TO THE PROPOSED DEVELOPMENT OF THE PROPERTY GENERALLY LOCATED AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOLIO NUMBER 23-3209-000-0201 CONSISTING OF APPROXIMATELY 3.33 ACRES. THE PROPOSED DEVELOPMENT PROVIDES FOR MIXED USE DEVELOPMENT INCLUDING 237 RESIDENTIAL UNITS, AT 70 UNITS PER ACRE, 50,000 SQUARE FEET OF RETAIL/RESTAURANT/SERVICE/OFFICE USE AT AN APPROXIMATE FLOOR AREA RATIO OF 0.345, AND ASSOCIATED PARKING WITH A MAXIMUM BUILDING HEIGHT OF 340 FEET.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

13A(27)

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

**YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(OCTOBER 29, 2013)**

Cole BN North Bay Village FL LLC
National Tax Resource Group
148000 Quorum Dr., #510
Dallas, TX 75254

Benihana Restaurant
1665 Kennedy Causeway
N. Bay Village, FL 33141

BAY VILLAGE VENTURE LLC
3137 NE 163rd Street
North Miami, FL 33160

Atlantic Broadband
1681 Kennedy Causeway
N. Bay Village, FL 33141

Florvest LLC
968 N.E. 84th Street
Miami, FL 33138

Entelequia Group LLC
12550 Biscayne Blvd., Suite 311
North Miami, FL 33181

Clear Channel Metroplex
200 Concord Plaza
San Antonio, TX 78216

Gol TV
1580 Kennedy Causeway
N. Bay Village, FL 33141

Causeway Tower LLC
1666 Kennedy Causeway, #610
North Bay Village, FL 33141

Baymar Hotels & Properties, Inc.
1111 Kane Concourse, #211
Bay Harbor Island, FL 33154-2040

BMS North Bay Village LLC
P.O. Box 25025
Glendale, CA 91201

Owner/Occupant
7901 Hispanola Avenue, #601
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #706
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #808
North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

13A(31)
Use Avery® Labels
Template 5160®

Owner/Occupant
7901 Hispanola Avenue, #1210
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1501
North Bay Village, FL 33141

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North Bay Village, FL 33141

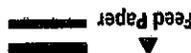
Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141



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North Bay Village, FL 33141

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7901 Hispanola Avenue, #2002
North Bay Village, FL 33141

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North Bay Village, FL 33141

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7901 Hispanola Avenue, #2003
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1809
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2004
North Bay Village, FL 33141



Owner/Occupant
1625 Kennedy Causeway, #501E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #502F
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #503F
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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1625 Kennedy Causeway, #505B
N. Bay Village, FL 33141

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Owner/Occupant
1625 Kennedy Causeway, #708A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #709C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #801E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #802H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #803H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #804D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #805D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #806B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #807A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #808A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #809C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #901E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #902H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #903H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #904D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #508A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #509C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #907A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #908A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #909C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #1001E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1002H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1003H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1004D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1005B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1006B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1007A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1008A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1009C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1102D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1103B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1104B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1105G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1106G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1109C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1201E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1202D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1203B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1204B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1205G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1207C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH101E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH102D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH103B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH104B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH105G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH106G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH107C
N. Bay Village, FL 33141

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bayview Condominium Association together with Verizon Wireless has applied to North Bay Village for a Variance from 152.0971 of the North Bay Village Code of Ordinances from Section 152.029(C)(2) to install a diesel-fueled generator on the property at 1625 Kennedy Causeway; and

WHEREAS, Section 152.0971 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a variance; and

WHEREAS, in accordance with Section 152.0971 of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, November 12, 2013 at 7:30 p.m. at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

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

13A(37)

Section 2. Findings.

In accordance with Section 152.0971(B) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that:

- (1) The Variance will be in harmony with the general appearance and character of the community.
- (2) The Variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- (3) The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

Section 3. Grant.

The Variance requested to permit a diesel-fueled generator on the property with an east side-yard setback of 8.5 feet, is hereby granted in substantial conformance with the Site Plan submitted for hearing on October 10, 2013.

Section 4. Appeal.

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

Section 5. Conditions.

The Variance is approved subject to the following conditions:

1. To comply with Section 151.25, screening must be provided which screens the entire height of the generator structure.
2. Generator testing times shall be restricted to between 10am and 2pm on weekdays and non-holidays.
3. Building permits and related approvals for generator installation must be obtained from the Building Official prior to commencement of construction.
4. All applicable state and federal permits must be obtained before commencement of construction.

5. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
6. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the approval terms and conditions contained in this Resolution shall be considered a violation of this Resolution and persons found violating the Resolution shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 12th day of November 2013.

MAYOR CONNIE LEON-KREPS

13A(39)

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

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

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

North Bay Village Resolution: Bayview Condominium Non-Use Variance-1625 Kennedy Causeway-Diesel Fuel Generator

13A(48)



EARLY VOTING SCHEDULE FOR THE NOVEMBER 5, 2013 CITY OF MIAMI BEACH GENERAL & SPECIAL ELECTIONS

**WHY WAIT? VOTE EARLY AT ANY LOCATION CLOSE TO YOU!
CHOOSE THE MOST CONVENIENT DAY TO VOTE**

Early Voting for the November 5, 2013 General and Special Elections has been scheduled on the dates and times as shown below, and two locations in Miami Beach have been reserved:

Miami Beach City Hall First Floor Conference Room 1700 Convention Center Drive Miami Beach, FL 33139	North Shore Branch Library Program Room 7501 Collins Avenue Miami Beach, FL 33141
---	--

DATES	HOURS
Sunday, October 27, 2013	1:00 PM to 5:00 PM
Monday, October 28, 2013	11:00 AM to 7:00 PM
Tuesday, October 29, 2013	11:00 AM to 7:00 PM
Wednesday, October 30, 2013	11:00 AM to 7:00 PM
Thursday, October 31, 2013	11:00 AM to 7:00 PM
Friday, November 1, 2013	11:00 AM to 7:00 PM
Saturday, November 2, 2013	9:00 AM to 1:00 PM
Sunday, November 3, 2013	1:00 PM to 5:00 PM

Please bring a current and valid identification that contains your name, photograph and signature. Remember to bring your Voter Information Card with you to vote. While it is not mandatory that you bring the Voter Information Card, it may help expedite your voting experience. **During early voting, an individual can vote in any of the early voting sites countywide for the Miami Beach General and Special Elections.**

Voters who wait until Election Day to cast their vote are required to go to their assigned polling place. For more information, please contact the City Clerk's Office at 305.673.7411 or via email at CityClerk@miamibeachfl.gov.

Rafael E. Granado
City Clerk

MIAMI BEACH
Ad 821



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 12, 2013** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING MATTERS AT PUBLIC HEARING:

1. AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON- EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF- DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
3. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

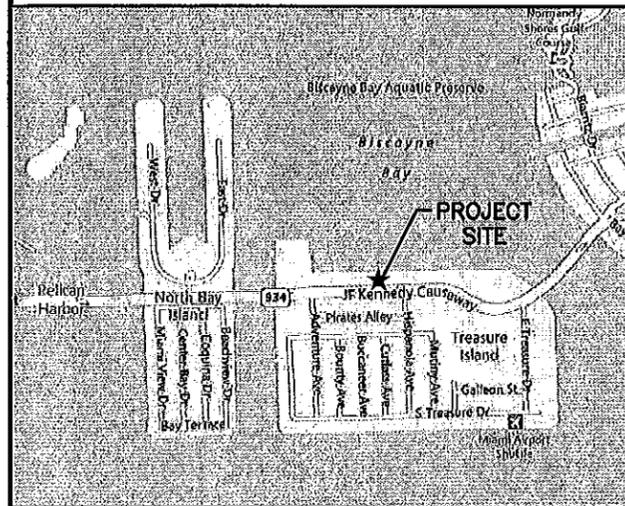
TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST.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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(OCTOBER 23, 2013)

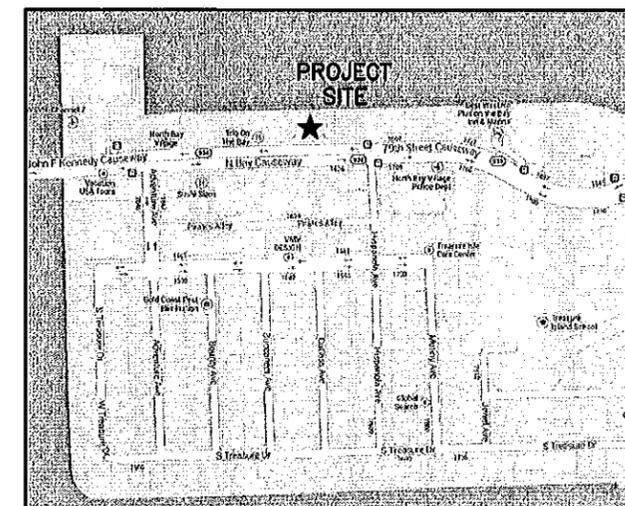
13A(41)



SITE NAME: BAYVIEW TERRACE
 1625 JFK CAUSEWAY
 NORTH BAY VILLAGE, FL 33141



AREA MAP



LOCATION MAP

(NAD 83)
 LATITUDE: 25.849111 NORTH
 LONGITUDE: 80.151661 WEST

VERIZON WIRELESS

777 YAMATO ROAD
 SUITE 600
 BOCA RATON, FL 33431

APPROVALS

CARRIER _____
 LANDLORD _____
 LEASING _____
 CONSTRUCTION _____

PROJECT NO: 6499.070

DRAWN BY: TJH

CHECKED BY: SMM

APPROVED BY: SMM

REV	DATE	DESCRIPTION
2	10/29/13	PER MUNI COMMENTS
1	9/27/13	FOR CONSTRUCTION
0	9/12/13	ISSUED FOR REVIEW

PROFESSIONAL ENGINEER



STEVEN M. MATTHEWS PE # 73683
 TECTONIC ENGINEERING C.A. # 8540
 (NOT VALID WITHOUT SIGNATURE & SEAL)



TECTONIC ENGINEERING &
 SURVEYING CONSULTANTS P.C.
 36 BRITISH AMERICAN BLVD, SUITE 101
 LATHAM, NY 12110
 PHONE: 518.783.1630 FAX: 518.783.1544

BAYVIEW
 TERRACE
 SITE # 68275

SITE ADDRESS
 1625 JFK CAUSEWAY
 NORTH BAY VILLAGE, FL
 33141

SHEET TITLE
 TITLE
 SHEET

SHEET NUMBER
 01

DRAWING INDEX

DRAWING NO.	DESCRIPTION
01	TITLE SHEET
02	NOTES
03	SITE PLAN
04A	DETAILS
04B	GENERATOR ELEVATIONS
05	ELECTRICAL NOTES
06A	ELECTRICAL AND GROUNDING PLAN
06B	ELECTRICAL AND GROUNDING PLAN
06C	ELECTRICAL AND GROUNDING PLAN

PROJECT CONTACTS

APPLICANT ADDRESS

VERIZON WIRELESS
 777 YAMATO ROAD, SUITE 600
 BOCA RATON, FL 33431

CONTACT: CARMELA STARR
 EMAIL: carmela.m.starr@verizonwireless.com
 CELL PHONE: (813) 632-2234

TOWER OWNER

BAYVIEW CONDOMINIUM AT NORTH BAY VILLAGE
 PO BOX 453438
 MIAMI, FL 33245
 CONTACT: GALIANA MGMT. SERVICES
 PHONE: (305) 854-2138

DRAWINGS BY

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.
 36 BRITISH AMERICAN BLVD, SUITE 101
 LATHAM, NY 12110

CONTACT: STEVEN MATTHEWS
 E-MAIL: smatthews@tectonicengineering.com
 PHONE: (518) 783-1630

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS.
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222, REVISION CURRENTLY ENFORCED, STRUCTURAL
 STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:
 TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
 IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
 IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

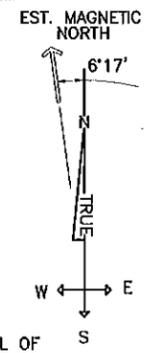
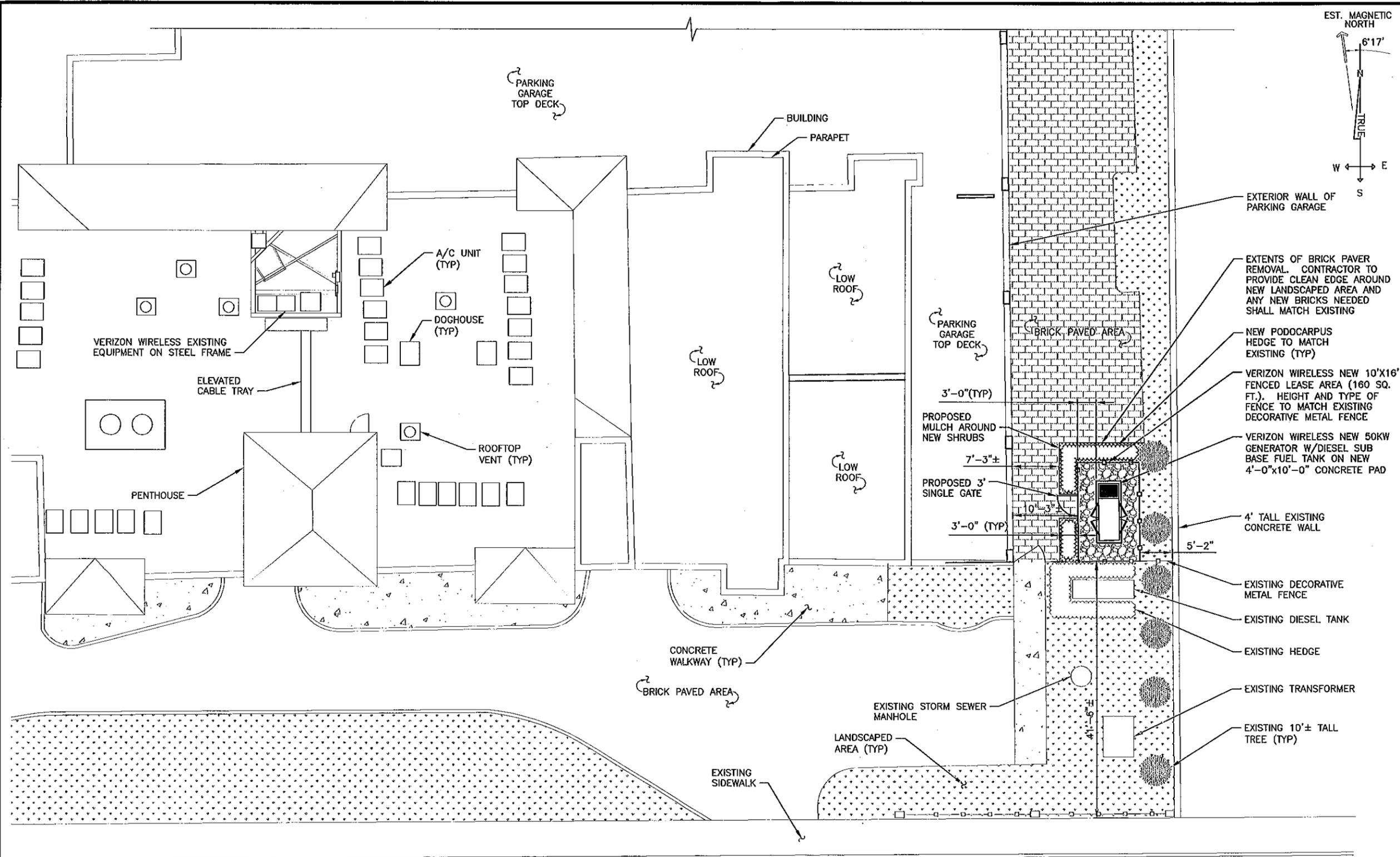
ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

2010 FLORIDA BUILDING CODE AND 2008 NEC

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

JURISDICTION INFORMATION

PERMITTING: MIAMI-DADE COUNTY
 CONTACT: ANA DELEON
 PHONE: (305) 754-6740



VERIZON WIRELESS

777 YAMATO ROAD
SUITE 600
BOCA RATON, FL 33431

APPROVALS

CARRIER _____
LANDLORD _____
LEASING _____
CONSTRUCTION _____

PROJECT NO: 6499.070

DRAWN BY: TJH

CHECKED BY: SMM

APPROVED BY: SMM

REV	DATE	DESCRIPTION
2	10/29/13	PER MUNI COMMENTS
1	9/27/13	FOR CONSTRUCTION
0	9/12/13	ISSUED FOR REVIEW

PROFESSIONAL ENGINEER

STEVEN M. MATTHEWS PE # 79683
TECTONIC ENGINEERING C.A. # 8540
(NOT VALID WITHOUT SIGNATURE & SEAL)

TECTONIC

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.
38 BRITISH AMERICAN BLVD, SUITE 101
LATHAM, NY 12110
PHONE: 518.783.1630 FAX: 518.783.1544

BAYVIEW TERRACE
SITE # 68275

SITE ADDRESS
1625 JFK CAUSEWAY
NORTH BAY VILLAGE, FL
33141

SHEET TITLE
SITE PLAN

SHEET NUMBER
03

SITE/ROOF PLAN
22"x34" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

NOTE:

1. CONTRACTOR TO FIELD VERIFY CLEARANCES AS SPECIFIED BY N.E.C.

THIS PLAN IS BASED ON SITE RECONNAISSANCE PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C., ON 8/9/13. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

VERIZON WIRELESS

777 YAMATO ROAD
SUITE 600
BOCA RATON, FL 33431

APPROVALS

CARRIER _____
LANDLORD _____
LEASING _____
CONSTRUCTION _____

PROJECT NO: 6499.070

DRAWN BY: TJH

CHECKED BY: SMM

APPROVED BY: SMM

REV	DATE	DESCRIPTION
2	10/29/13	PER MUNI COMMENTS
1	9/27/13	FOR CONSTRUCTION
0	9/12/13	ISSUED FOR REVIEW

PROFESSIONAL ENGINEER



STEVEN M. MATTHEWS PE # 73683
TECTONIC ENGINEERING C.A. # 8540
(NOT VALID WITHOUT SIGNATURE & SEAL)

TECTONIC

TECTONIC ENGINEERING &
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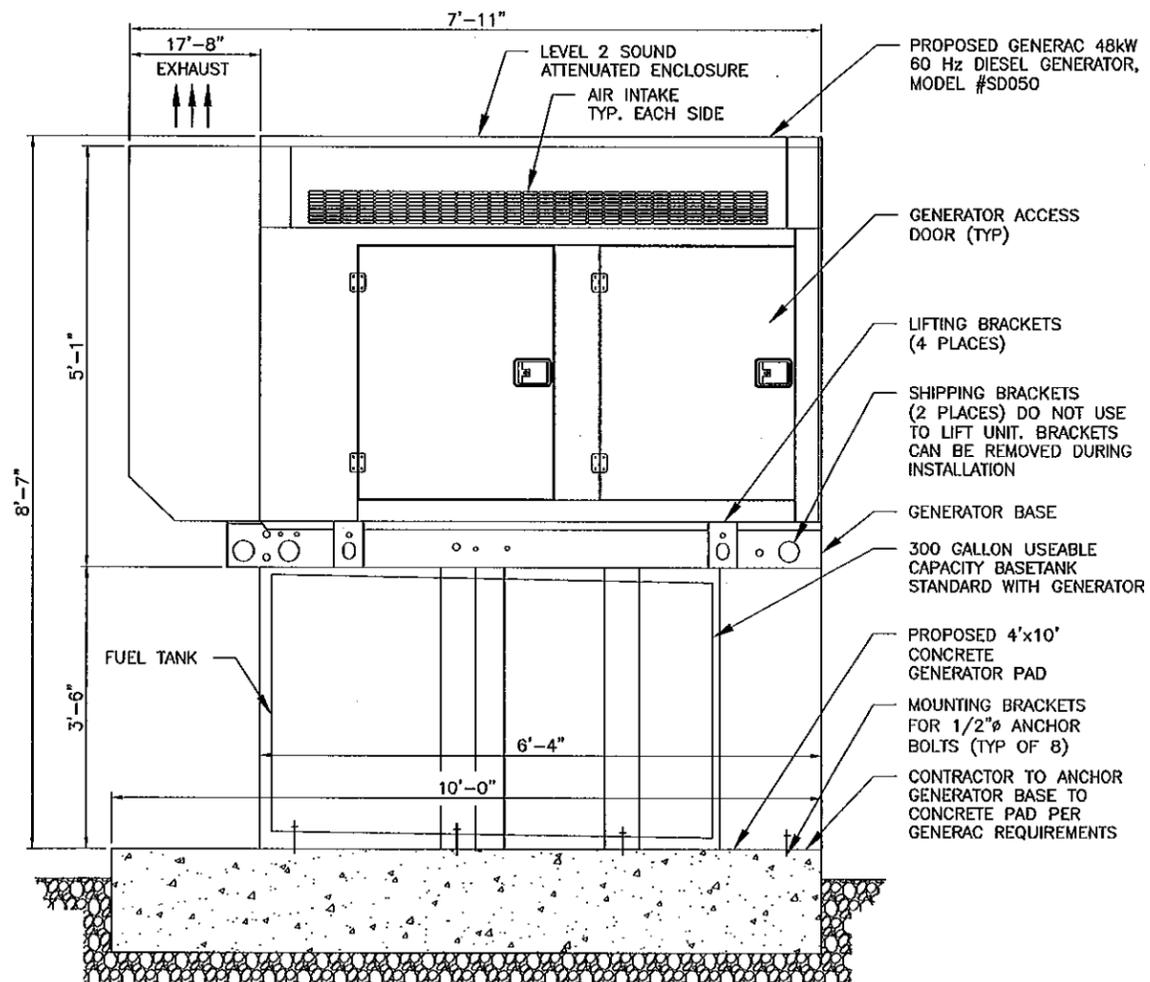
BAYVIEW
TERRACE
SITE # 68275

SITE ADDRESS
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NORTH BAY VILLAGE, FL
33141

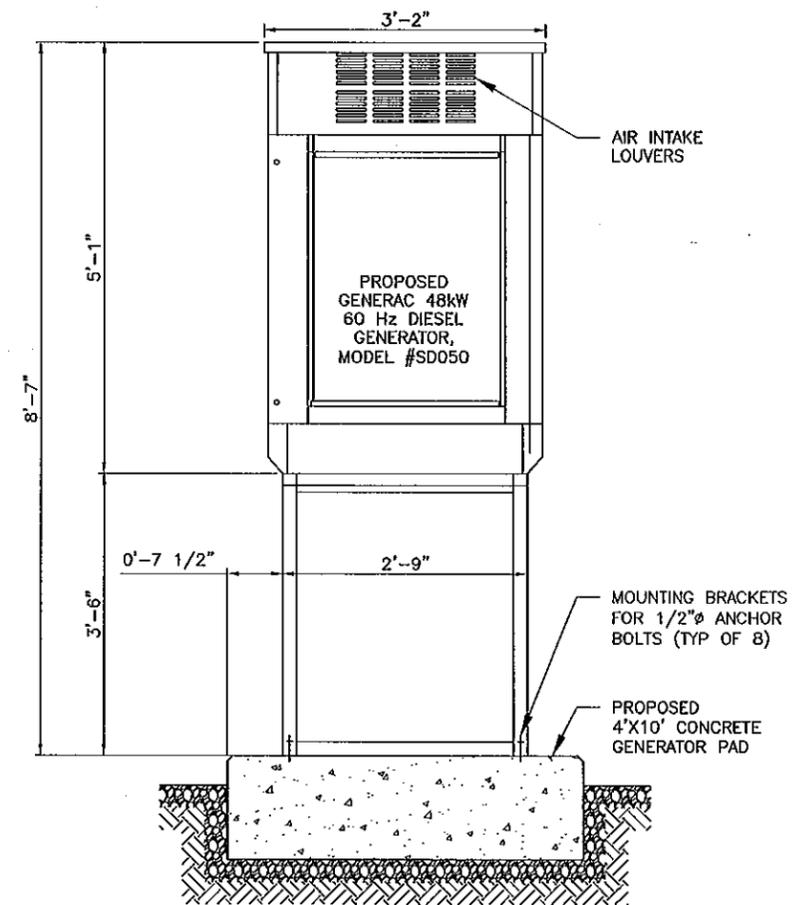
SHEET TITLE
GENERATOR
ELEVATIONS

SHEET NUMBER

04B



GENERATOR DETAIL (LEFT SIDE VIEW)
NOT TO SCALE



GENERATOR DETAIL (REAR VIEW)
NOT TO SCALE

ORDINANCE NO. 2013-__

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF-DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the North Bay Village Code of Ordinances (the "Code") requires that off-duty police be provided during construction of buildings over three stories in height to monitor the flow of traffic in compliance with applicable law in and around the construction site from the time construction activity begins to the time construction activity ends; and

WHEREAS, the physical street layout of North Bay Village is such that construction traffic for any construction project within the Village will impact Kennedy Causeway thereby necessitating the consideration of impacts of any project on Kennedy Causeway in addition to the roadway a construction project is located on; and

WHEREAS, the Village desires to amend the code to clarify the responsibilities and determination of the type of safety officer provided and provide flexibility and criteria to allow for services based on development needs and impacts; and

WHEREAS, the Village finds the proposed revisions are in the best interest of the health, safety and general welfare of the residents of the Village.

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

Section 1. Recitals Adopted. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Village Code Amended. That Section 151.19 of the Village Code is amended to read as follows:

CHAPTER 151. BUILDINGS

CONSTRUCTION

151.19 - Off duty police officer required.

During the construction of any structure proposed to exceed three stories in height, from the time of the approval of the building permit for construction to the time the issuance of the certificate of occupancy, the applicant for said proposed structure shall be required to hire or otherwise appropriately engage an off-duty police officer or public service aide to monitor the flow of traffic in compliance with applicable law for the safety of neighboring residents in and around the construction site from the time construction activity begins to the time construction activity ends, as evidenced by the issuance of a temporary certificate of occupancy. ~~Further, the~~ applicant shall be required to utilize off duty police services from the ~~City of~~ North Bay Village Police Department, when available. The Police Department shall review the amount and type of construction traffic which will impact the neighborhood, the roadway the property fronts, as well as Kennedy Causeway; the amount and type of on-site activity and its effect on the neighborhood; and other public safety issues that are anticipated to arise from the construction project, to determine the staffing levels required. ~~The City of~~ North Bay Village Police Department shall approve all off-duty assignments, determine the staffing levels and qualifications required and shall assign the police officer or public service aide of its choice at the department's discretion. If the Chief of Police determines, based on the analysis required in this Section, that no significant adverse traffic or safety impacts will be imposed on the neighborhood, local affected streets, or Kennedy Causeway, this requirement may be waived by the Village Manager.

Section 3. Repeal. That all ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

13B(2)

Section 5. Inclusion in the Code. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

The motion to approve the foregoing Ordinance on first reading was made by Commissioner Richard Chervony, seconded by Vice Mayor Eddie Lim.

THE VOTES WERE AS FOLLOW:

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

APPROVED ON FIRST READING during a regular session of the Village Commission of North Bay Village this 8th day of October 2013.

FINAL VOTE ON ADOPTION:

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

PASSED AND ENACTED by the Village Commission of North Bay Village, Florida, this ___ day of _____.

Connie Leon-Kreps
Mayor

13B(3)

ATTEST:

Yvonne Hamilton, Village Clerk, CMC

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

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

(North Bay Village Ordinance: Off Duty-Development Police Criteria)



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: October 2, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Interim Village Manager

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF-DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

13B(5)



**EARLY VOTING SCHEDULE FOR THE NOVEMBER 5, 2013
CITY OF MIAMI BEACH GENERAL & SPECIAL ELECTIONS**

**WHY WAIT? VOTE EARLY AT ANY LOCATION CLOSE TO YOU!
CHOOSE THE MOST CONVENIENT DAY TO VOTE**

Early Voting for the November 5, 2013 General and Special Elections has been scheduled on the dates and times as shown below, and two locations in Miami Beach have been reserved:

Miami Beach City Hall First Floor Conference Room 1700 Convention Center Drive Miami Beach, FL 33139	North Shore Branch Library Program Room 7501 Collins Avenue Miami Beach, FL 33141
---	--

DATES	HOURS
Sunday, October 27, 2013	1:00 PM to 5:00 PM
Monday, October 28, 2013	11:00 AM to 7:00 PM
Tuesday, October 29, 2013	11:00 AM to 7:00 PM
Wednesday, October 30, 2013	11:00 AM to 7:00 PM
Thursday, October 31, 2013	11:00 AM to 7:00 PM
Friday, November 1, 2013	11:00 AM to 7:00 PM
Saturday, November 2, 2013	9:00 AM to 1:00 PM
Sunday, November 3, 2013	1:00 PM to 5:00 PM

Please bring a current and valid identification that contains your name, photograph and signature. Remember to bring your Voter Information Card with you to vote. While it is not mandatory that you bring the Voter Information Card, it may help expedite your voting experience. **During early voting, an individual can vote in any of the early voting sites countywide for the Miami Beach General and Special Elections.**

Voters who wait until Election Day to cast their vote are required to go to their assigned polling place. For more information, please contact the City Clerk's Office at 305.673.7411 or via email at CityClerk@miamibeachfl.gov.

Rafael E. Granado
City Clerk

MIAMIBEACH
Ad 821



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, NOVEMBER 12, 2013 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING MATTERS AT PUBLIC HEARING:

1. AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON- EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF- DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
3. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 288.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(OCTOBER 23, 2013)

13B(6)



North Bay Village

Administrative Offices

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

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

RECOMMENDATION MEMORANDUM

DATE: September 30, 2013

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

RECOMMENDED BY STAFF/COMMISSIONER:  Frank Rollason, Interim Village Manager; Nina Boniske, Village Attorney

PRESENTED BY STAFF: Frank Rollason, Interim Village Manager; Nina Boniske, Village Attorney

SUBJECT: Renewal of Franchise Agreement with Peoples Gas System

RECOMMENDATION:

It is recommended that the Village Commission adopt an Ordinance approving a new Franchise Agreement with Peoples Gas System ("Peoples").

BACKGROUND:

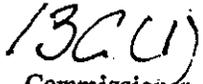
In 1983 the Village adopted Ordinance 83-120, which authorized a 30-year franchise with Peoples for the use of the Village's rights-of-ways to provide natural gas throughout the Village. The franchise is set to expire in November of 2013. Under the existing franchise, Peoples pays the Village a 6% franchise fee based upon its gross revenues derived from the sale of natural gas to residential, commercial and industrial customers within the Village (excluding uncollectable invoices).

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall


Commissioner
Jorge Gonzalez

The new Franchise would provide the same Franchise Fee. In exchange for the payment of the Franchise Fee and the issuance of the franchise to Peoples, the Village agrees not to be in the business of providing electric utilities. The newly proposed franchise (the "Franchise") is for a term of 30 years, and Peoples would pay the Village the 6% Franchise Fee in monthly installments. Under the new Franchise, the Village would coordinate the location of facilities in the rights-of-ways. Peoples would indemnify and provide liability insurance in favor of the Village for any damages that might occur in the Village's Rights-of-ways.

BUDGETARY IMPACT (FINANCE DEPT):

This historical revenues received by the Village from the existing franchise for the last 3 years have been approximately \$ 20,052 per year. The Village is projected to receive \$20,244 for the Fiscal Year ending September 30, 2013. Under the new Franchise, the Village is projected to receive approximately \$20,000 in gas franchise fees for Fiscal Year 2014. As the Village has recently approved new development, and it is anticipated that other vacant and developed parcels will be developed/redeveloped in the near future, when those projects are competed and on-line, the Village's franchise fee revenues should show some increase. This would be mainly for multi-family and commercial development that uses natural gas.

PERSONNEL IMPACT:

None.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

13C(2)



North Bay Village

Administrative Offices

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

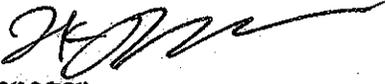
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 2, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Interim Village Manager

SUBJECT: Introduction of Resolution

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

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

13e(3)

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Commission of North Bay Village, Florida recognizes that North Bay Village and its citizens need and desire the continued benefits of natural gas service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and North Bay Village does not desire to undertake to provide such services; and

WHEREAS, Peoples Gas System (the "Company") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between North Bay Village and the Company, the terms of which are set forth in North Bay Village Ordinance No. 83-20, passed and adopted November 23, 1983, and granting to the Company, its successors and assigns, a thirty (30) year natural gas franchise ("Current Franchise Agreement"); and

13C(4)

WHEREAS, the Company and North Bay Village desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to North Bay Village in exchange for the non-exclusive right and privilege of supplying natural gas and other services within North Bay Village free of competition from North Bay Village, pursuant to certain terms and conditions, and

WHEREAS, the Village Commission of North Bay Village deems it to be in the best interest of North Bay Village and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement.

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

Section 1. Definitions.

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the Village.
- B. "Village" shall mean North Bay Village, Miami-Dade County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Village.

- E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 19 below.
- F. "Franchise Fee" shall mean the fee paid by the Company to the Village for the use of the Village's Rights-of-Way as specified in Section 10.
- G. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the Village and accepted by the Company, as provided in Section 19.
- H. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- I. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- J. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity or utility.
- K. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases, which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- L. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned or controlled by the Village.

Section 2. Grant of Non-Exclusive Franchise.

The Village hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Village, or in such territory as may be hereafter added or annexed to, or consolidated with, the Village, a Distribution System subject to the terms and conditions herein contained.

Section 3. Term of Franchise.

Except as provided in Section 15, the Franchise hereby granted shall be for a period of thirty (30) years from the effective date of this Ordinance.

Section 4. Assignment.

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the Village, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the Village.

B. Notwithstanding the foregoing, the Company may, without the consent of the Village, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in a similar business (including an affiliate or subsidiary of the Company).

Section 5. Village Covenant.

As a further consideration for this Franchise Agreement, the Village covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Village, during the term of this Franchise Agreement.

Section 6. Use of Streets.

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate Village authority. The Village shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the Village shall not charge the Company any permit fees for the issuance of such permits; however, the Company shall be required to post a bond as part of the permitting process. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the Village, to restore such Rights-of-way, then the Village may undertake such restoration (other than any restoration work on the Distribution System) and utilize the bond or charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the Village has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the Village or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the Village shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

Section 7. Maintenance.

All such components of the Distribution System of the Company located within the Village shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

Section 8. Laying of Pipe.

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in Village permits.

Section 9. Construction Work.

The Village reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cable, fiber optics, sewers, stormwater, and to do and permit to be done any underground work that may be deemed necessary or proper by the Village in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise

improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the Village to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the Village without claim for reimbursement. If the Village shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person (excluding the Village for the purposes of this sentence) to use said Rights-of-way of the Village, as part of its permitting or approval process, the Village shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not interfere with, change, or injure any water pipes, drains, or sewers of said Village unless it has received specific permission from the Village or its duly authorized representative.

Section 10. **Franchise Fee.**

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the Village, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenues for the previous month, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the Village. The Franchise Fee

payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. Late payments shall be subject to interest at a rate of twelve percent (12%) per annum.

Section 11. Identification of Village Residents.

No less than thirty (30) days prior to the Effective Date, the Village shall deliver to the Company such information (including Village limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the Village limits. The Village shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay Franchise Fees to the extent the Village has failed to provide information in accordance with this Section 11.

Section 12. Accounts and Records.

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Village are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the Village, or its designated representative, the Company shall make available said records within thirty (30) days to the Village for the determination of the accuracy of the Gross Revenues upon which the Company's Franchise Fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

Section 13. Insurance.

During the term of this Franchise, the Company shall file with the Village Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the Village, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$1,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The Village shall be named as an additional insured on such policies. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance upon the Company providing the Village Manager with satisfactory documentation of self-insurance reserves at such amounts as are acceptable to the Village Manager. The Village shall not be subordinate to other payees/claimants should the Company choose to self insure.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the Village, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective.

Section 14. Indemnification.

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Village, its officers, agents and

employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company, its officers, agents or employees criminal acts, intentional torts, strict liability or negligent operation of the Distribution System within the Village during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the Village in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the Village, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

Section 15. Termination by Village.

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Village to declare a termination this Franchise

Agreement; provided, however, that before such action by the Village shall become operative and effective, the Company shall have been served by the Village with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Village with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the Village, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

Section 16. Changes in Provisions Hereof.

Changes in the terms and conditions hereof may be made by written agreement between the Village and the Company.

Section 17. Severability; Change in Law; Repeal.

A. If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

B. Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Village or any other

governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or Village may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

C. Ordinance No. 83-20, passed and adopted on November 23, 1983 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 18. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Venue for any litigation arising out of this Franchise Agreement shall be in Miami-Dade County

Section 19. Effective Date.

This Franchise Agreement shall become effective upon its execution by each of the Village and the Company.

A motion to approve the foregoing Ordinance on first reading on October 8, 2013 was offered by Commissioner Richard Chervony, seconded by Commissioner Jorge Gonzalez.

THE VOTES WERE AS FOLLOWS:

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

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED __ day of **October 2013.**

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, Village Clerk, CMC

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

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

Accepted this _____ day of _____, 2013

Peoples Gas System, a division of Tampa Electric Company

By: _____

Title: _____

**EARLY VOTING SCHEDULE FOR THE NOVEMBER 5, 2013
CITY OF MIAMI BEACH GENERAL & SPECIAL ELECTIONS**

**WHY WAIT? VOTE EARLY AT ANY LOCATION CLOSE TO YOU!
CHOOSE THE MOST CONVENIENT DAY TO VOTE**

Early Voting for the November 5, 2013 General and Special Elections has been scheduled on the dates and times as shown below, and two locations in Miami Beach have been reserved:

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DATES	HOURS
Sunday, October 27, 2013	1:00 PM to 5:00 PM
Monday, October 28, 2013	11:00 AM to 7:00 PM
Tuesday, October 29, 2013	11:00 AM to 7:00 PM
Wednesday, October 30, 2013	11:00 AM to 7:00 PM
Thursday, October 31, 2013	11:00 AM to 7:00 PM
Friday, November 1, 2013	11:00 AM to 7:00 PM
Saturday, November 2, 2013	9:00 AM to 1:00 PM
Sunday, November 3, 2013	1:00 PM to 5:00 PM

Please bring a current and valid identification that contains your name, photograph and signature. Remember to bring your Voter Information Card with you to vote. While it is not mandatory that you bring the Voter Information Card, it may help expedite your voting experience. **During early voting, an individual can vote in any of the early voting sites countywide for the Miami Beach General and Special Elections.**

Voters who wait until Election Day to cast their vote are required to go to their assigned polling place. For more information, please contact the City Clerk's Office at 305.673.7411 or via email at CityClerk@miamibeachfl.gov.

Rafael E. Granado
City Clerk

MIAMI BEACH
Ad 821



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 12, 2013** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING MATTERS AT PUBLIC HEARING:

1. AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON- EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(SECOND READING)*
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF- DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(SECOND READING)*
3. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(OCTOBER 23, 2013)

13C(17)

RECOMMENDATION MEMORANDUM

DATE: November 4, 2013

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

FROM: Kathy Mehaffey, Village Attorney's Office
Jeff Hochman, Special Litigation Counsel

SUBJECT: Isle of Dreams Settlement Agreement

RECOMMENDATION

It is recommended that the Village Commission conduct a public hearing and consider the attached resolution approving a Settlement Agreement proposed for the resolution of of Litigation with Isle of Dreams, LLC.

BACKGROUND

In 2011 Isle of Dreams, LLC ("Isle of Dreams") filed an application with the City for approval of a site plan and an adult entertainment conditional use permit. In the middle of that process Isle of Dreams filed suit challenging the constitutionality of the Village's adult use regulations. In June, 2012, the Village won that case on a Motion to Dismiss. Subsequently, Isle of Dreams filed a second suit in Federal Court, styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA (the "Litigation"). The suit has been temporarily held in abeyance by the Court as the parties have attempted to negotiate settlement in an attempt to avoid the costs of litigation.

The attached Settlement Agreement incorporates a proposed Development Agreement which would allow for mixed use residential/office/restaurant/retail development, consistent with the requirements of the Village's zoning code. The Development Agreement, which pursuant to state statute, requires two public c hearings, is on this agenda for public hearing and first reading as a companion to this Settlement Agreement.

After execution of the Settlement Agreement the Village and Isle of Dreams will submit a joint motion and agreed order asking the Court to keep the matter in abeyance in order for the parties to perform their obligations (consideration of development applications) under the Development Agreements and upon completion of those obligations, or upon the failure of Isle of Dreams to submit complete development applications within a year of execution of the

13D(1)

Development Agreement, whichever is earlier, the Litigation will be dismissed with prejudice pursuant to the terms of the Settlement Agreement.

The proposed Development Agreement in conjunction with the Settlement Agreement will resolve the pending claims asserted by Isle of Dreams and avoid the expense and delay of continued lengthy litigation and associated costs. Upon approval of the Development and Settlement Agreements, the parties will initiate their obligations leading to the appropriate dismissal of claims, with each party bearing its own costs and attorney's fees.

BUDGET IMPACT

Approval of the Settlement Agreement will lead to the settlement of the Litigation avoiding future legal fees and costs.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE LITIGATION SETTLEMENT AGREEMENT WITH ISLE OF DREAMS, LLC; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE SETTLEMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE SETTLEMENT AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Isle of Dreams, LLC ("Isle of Dreams") filed suit against the North Bay Village (the "Village") in an action styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA (the "Litigation") concerning a dispute about the appropriateness of adult use on certain property owned by Isle of Dreams within the Village;

WHEREAS, the Litigation arises from the potential use and development of real property owned by Isle of Dreams and located within the Village generally located at 1415 N.E. Kennedy Causeway, as legally described in the legal description attached hereto as Exhibit A ("Subject Property"); and

WHEREAS, the Village Commission desires to enter into a settlement of the Litigation, a copy of which is attached hereto as Exhibit "A" (the "Settlement Agreement"), which will avoid the expense and delay of lengthy litigation and allow the Village and Isle of Dreams to resolve the Litigation on an amicable basis.

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

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

13D(3)

Section 2. Approval of the Settlement Agreement. The Village Commission hereby approves the execution of the Settlement Agreement and any additional documents pertaining to the Settlement Agreement.

Section 3. Authorization. The appropriate Village officials including the Mayor, Village Manager and Village Attorney are authorized to execute and deliver the Settlement Agreement and any additional documents pertaining to the Settlement Agreement, including but not limited to addendums thereto, and to take all action necessary to implement the terms and conditions of the Settlement Agreement.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this ____ day of November 2013.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

13D(4)

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

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

13D(5)

**NORTH BAY VILLAGE
SETTLEMENT AGREEMENT
WITH
ISLE OF DREAMS, LLC**

THIS SETTLEMENT AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between NORTH BAY VILLAGE, a Florida municipal corporation ("Village") and ISLE OF DREAMS, LLC, ("Isle of Dreams")(collectively, "Parties").

RECITALS

WHEREAS, the Parties have been engaged in litigation styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA (the "Litigation") concerning a dispute about the appropriateness of adult use on certain property owned by Isle of Dreams within the Village;

WHEREAS, the Litigation arises from the potential use and development of real property owned by Isle of Dreams and located within the Village as more particularly shown and legally described in the map and legal description attached hereto as Exhibit A ("Subject Property");

WHEREAS, the Parties wish to amicably resolve the Litigation and put an end to the expenditure of time and expenses relating to same with neither side admitting or conceding any position advanced within the Litigation and with each reserving all rights until such time as all obligations required by this Agreement are fully and satisfactorily performed;

WHEREAS, the Subject Property is currently improved with an office building, an AM radio tower and a surface parking lot. A separate but related radio tower is located on the property immediately to the west of the Subject Property (both collectively, the "Towers");

WHEREAS, the Isle of Dreams desires to submit an application and site plan to the Village in order to develop the Subject Property with an alternative to adult use, i.e., a mixed use commercial and multi-family residential project, consisting of 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the "Project");

WHEREAS, both the Village and Isle of Dreams wish to amicably resolve their dispute, simultaneously resolve the Litigation, and allow for the re-development of the Subject Property in accordance with the Village's land development regulations and Florida law;

WHEREAS, the Parties recognize and agree that the best way to facilitate the settlement of the Litigation and the development of the Project is through the adoption of this Settlement Agreement together with a companion Development Agreement in accordance with the Florida Local Government Development Agreement Act (the "Act"), section 163.3220-163.3243, Fla. Stat. (2012);

WHEREAS, the Parties have negotiated a Development Agreement relating to the approval and development of the Project in accordance with the procedures of the Act which is attached hereto as Exhibit B and expressly incorporated into this Settlement Agreement as if fully restated herein.

WHEREAS, the Village finds that the settlement of the Litigation and the redevelopment of the Subject Property with the Project are consistent with the Goals, Policies and Objectives of the Village's comprehensive plan and promote the health, safety, and welfare of the citizenry of the Village;

NOW THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. **Recitals.**

The above recitals are true and correct, deemed to be findings, and are incorporated herein and made a material part hereof.

2. **Statement of Intent.**

It is expressly understood and recognized by and between the Parties that full and complete approval of the Project through the Parties respective performances of their obligations under the Development Agreement are material conditions precedent to the effectiveness of this Settlement Agreement. Put differently, in the event that the Parties do not completely and satisfactorily perform their respective obligations under the Development Agreement, then this Settlement Agreement shall be of no force and effect. This Settlement Agreement is intended to be read and performed in *pari materia* with the Development Agreement.

3. **Effective Date**

This Settlement Agreement shall become effective when the last of each of the following occurs: (a) the Parties execute the Development Agreement; (b) the Village approves the Development Agreement; and, (c) the Village grants final approvals for the Project as specified in paragraph 11(a) of the Development Agreement.

4. **IOD's Settlement Obligations**

Following the execution of this Settlement Agreement and the Development Agreement, IOD shall promptly and completely perform its obligations in the Development Agreement. Upon the Effective Date of this Settlement Agreement, IOD shall file a Stipulation for Dismissal with Prejudice and Final Order Dismissing the Case with Prejudice in the Litigation in substantially the form attached hereto as Exhibit C and shall execute the General Release and Waiver of Claims attached hereto as Exhibit D.

5. **The Village's Settlement Obligations**

Following the execution of this Settlement Agreement and the Development Agreement, the Village shall promptly and completely perform its obligations in the Development Agreement.

6. Default, Cure, Termination

The occurrence of an Event of Village Default as defined in Paragraph 35(a) of the Development Agreement shall constitute an Event of Default under this Settlement Agreement. The Cure provisions of paragraph 35 of the Development Agreement shall apply as if fully restated here. In the event that the Development Agreement is terminated by an Event of Village Default, then this Settlement Agreement shall automatically terminate and become null and void without further action by any of the parties.

7. Venue and Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Settlement Agreement, the Parties hereto do acknowledge, consent, and agree that venue is exclusively in Miami-Dade County, Florida.

(b) Any civil action or legal proceeding arising out of or relating to this Settlement Agreement shall be brought exclusively in the 11th Judicial Circuit in and for Miami-Dade County, Florida. Each party irrevocably consents to the personal jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

8. Estoppel Certificates.

The Village and Isle of Dreams shall at any time and from time to time, upon not less than twenty (20) days prior notice by another party hereto, execute, acknowledge and deliver to the other party, a statement in recordable form certifying that this Settlement Agreement has not been modified and is in full force and effect (or if there have been modifications that the said Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor any other party is then in default hereof (or if another party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in Subject Property, if any, of any party to this Agreement.

9. Complete Agreement; Amendments.

(a) This Settlement Agreement, and all the terms and provisions contained herein, including without limitation the Development Agreement and Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof with respect to the matters expressly set forth herein, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral.

(b) Any provision of this Settlement Agreement shall be read and be applied in *pari materia* with all other provisions hereof as well as the provisions of the Development Agreement.

(c) This Settlement Agreement may be only be amended by written amendment signed by the Village and Isle of Dreams.

10. Captions.

The article and section headings and captions of this Settlement Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

11. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Settlement Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the Village, it shall be postponed to the next business day.

12. Exhibits.

Each Exhibit referred to and attached to this Settlement Agreement and the Development Agreement are essential parts of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement and incorporated herein.

13. Public Purpose.

The Village and Isle of Dreams acknowledge and agree that this Development Agreement satisfies, fulfills and is pursuant to and for a public and municipal purpose and is in the public interest, and is a proper exercise of the Village's power and authority.

14. Preservation of Rights.

The Village and Isle of Dreams further acknowledge and agree that the performance of the obligations under this Settlement Agreement and the Development Agreement shall take time and require the expenditure of money and other resources. The Parties nevertheless recognize and agree that each is fully preserving and reserving all claims, rights, privileges, defenses and positions relating to the Litigation until such time as the Litigation is dismissed. Consistent with Florida and Federal law, all claims associated with the Litigation shall be tolled during the pendency of this Settlement Agreement. Relatedly, the Parties recognize that the approval of the Project will require the Village, its boards, departments and agencies, acting in their government capacities, to consider governmental action as set forth herein. The Village and Isle of Dreams acknowledge and agree that all such actions undertaken by the Village shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and Village ordinances or regulations. Nothing in the Agreement, or the Village or Isle of Dreams'

13D(9)

acts or omissions in connection herewith, shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the Village in the discharge of its police or governmental power, expressly including, without limitation, the zoning power.

15. Scrivener's Errors; Survey Corrections.

In the event that the Parties identify scrivener's errors contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, the Parties agree that amendments to this Agreement that are required due to such inaccuracies, which do not change the substance of this Agreement, may be made and incorporated herein. The Village Manager is authorized to approve such scrivener's errors on behalf of the Village, and is authorized to execute any required instruments, to make and incorporate such amendment to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

16. Notices.

The parties designate the following persons as representatives to receive any notices with regard to this Development Agreement:

For the Village: Frank Rollason
Village Manager
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

With a copy to: Nina Boniske, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske
2525 Ponce de Leon Blvd., Suite 700
Coral Gables FL 33134

Isle of Dreams: Scott Greenwald
Managing Member
Isle of Dreams, LLC
7301 SW 57 Court, Suite 565
South Miami, FL 33143

With a copy to: Graham Penn, Esq.
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131

Mailing of written notice by means of U.S. Postal Service, certified, return receipt, shall constitute prima facie evidence of delivery.

17. Successors in Interest.

The obligations and benefits of this Development Agreement shall inure to all successors in interests to the parties to this Agreement.

18. Force Majeure.

In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery, any interruption of utilities, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure", financial inability to perform hereby expressly excluded) such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

19. No Third Party Beneficiaries.

Nothing in this Settlement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators, executors, other legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person's legal standing or any right of subrogation or action over or against any party to this Agreement.

20. Time is of the Essence.

Time is of the essence for each and every provision of this Settlement Agreement. Litigation filed against the Project, the Subject Property, the Village relating to the development and/or approval of the Project and its constituent entitlements shall toll all time frames hereunder during the pendency of said challenge. For purposes of this paragraph, litigation shall include any and all challenges, objections, suits, appeals, or like action, administrative or judicial, that seek to challenge the Isle of Dreams' ability to develop the Project.

21. Relationship of the Parties.

The parties hereto acknowledge that they are separate and independent parties and nothing contained herein shall be deemed to create a joint venture, association, partnership,

agency, or employment relationship between the two. Neither party shall have the power to act in the name of, on behalf of, or incur obligations binding upon the other party. Neither party shall acquire an interest in the business or operations of the other by virtue of this Agreement.

22. Further Assurances.

The parties agree to execute and deliver from time to time such documents, and to perform all actions that may be necessary to effectively and completely carry out the intended effect of this Settlement Agreement including but not limited to defending the Agreement from legal or administrative challenge. On this point, Isle of Dreams agrees to cooperate with and fund the cost of defending any challenge to this Agreement by any third parties, including reasonable attorney's fees and costs incurred by the Village for independent outside counsel if necessary. **It is specifically agreed that the Village shall remain in control of all aspects of its defense regardless of the financing of the litigation.**

23. Applicable Laws and Construction.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Settlement Agreement. The language used in this Settlement Agreement will be deemed to be the language chosen by all of the Parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement has been negotiated by the Village and Isle of Dreams, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the Village or by Isle of Dreams, but by all equally. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

24. Jury Waiver.

With respect to any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns or relates to this Settlement Agreement or the Development Agreement, any transactions contemplated hereunder, the performance hereof or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right (statutory, constitutional, common law or otherwise) it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court as written evidence of the waiver of the other parties' right to trial by jury. No party has made or relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

25. Posture.

No sooner than 60 days after this Settlement Agreement is signed by the Parties, or immediately after the filing of any challenges regarding this Settlement Agreement or the companion Development Agreement, whichever is earlier, the Parties shall submit a joint motion and a proposed agreed order to the Court in the Litigation wherein the Parties shall jointly move the court to keep the matter in abeyance in order for the Parties to perform their obligations

under the Settlement Agreement and Development Agreement which require multiple public hearings and are anticipated to take several months to complete. The items will be drafted substantially in the form attached as Exhibits E and F. In the event of a challenge to the Settlement Agreement, the Development Agreement, matters related to both or either, or any matter identified within paragraph 12(d) of the Development Agreement, the Parties shall advise the Court and seek an abeyance for enough time to address and resolve such challenge.

{Balance of Page Intentionally Left Blank}

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Development Agreement by their duly authorized officials as of the day and year first written above.

Signed, sealed and delivered in the presence of:

ISLE OF DREAMS, LLC

By: _____

Its: _____

Witness

Witness

Print Name: _____

Print Name: _____

Approved by the Village Commission on _____, 2013, with the adoption of Resolution _____.

ATTEST:

Yvonne Hamilton, CMC
Village Clerk

By: _____
Connie Leon-Kreps
Mayor

By: _____
Frank Rollason
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
Village Attorney

13D(14)

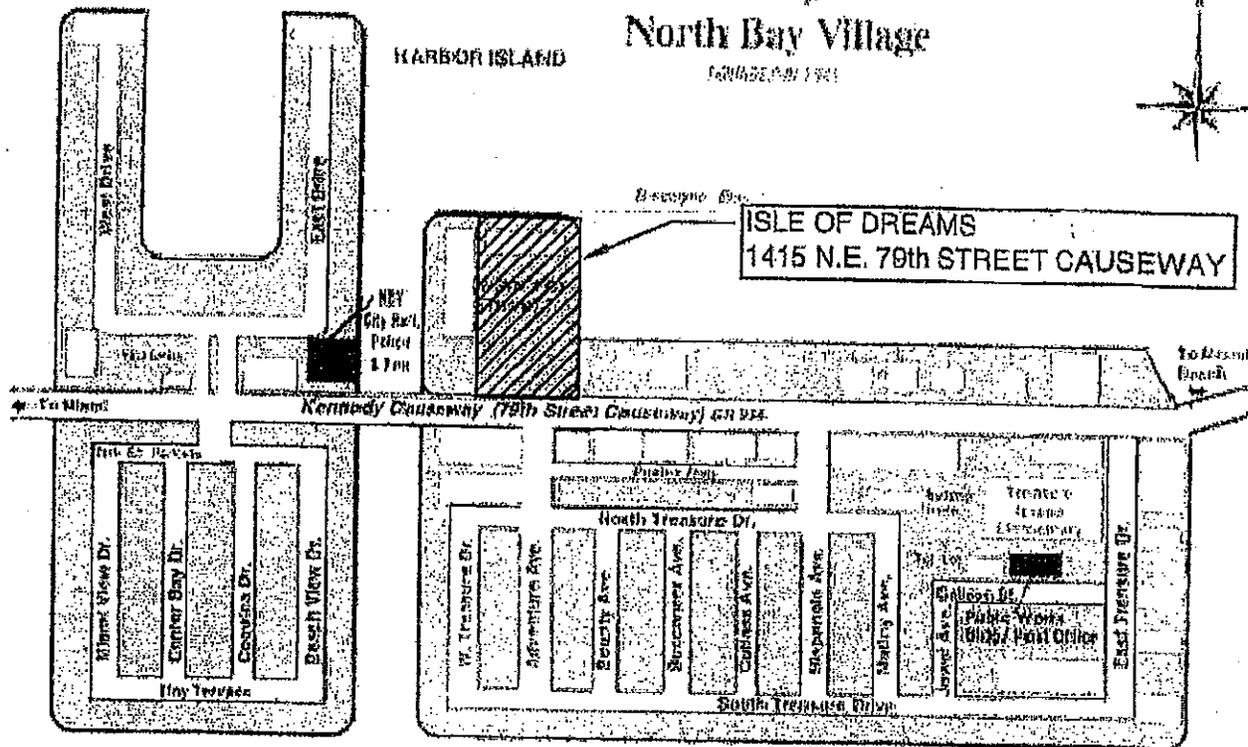
Settlement Agreement

EXHIBIT A

13D(15)

The City of
North Bay Village

FOUNDED 1911



Kimley-Horn and Associates, Inc.

1691 Michigan Ave
Suite 400
Miami Beach, Florida 33139
Phone: 305-673-2025
Fax: 305-673-4882

SITE LOCATION MAP

13D(16)

Exhibit "A"

Commence at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida; thence run North $88^{\circ}41'24''$ East along the centerline of the highway right of way of the Northeast Seventy-ninth Street Causeway according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida, for a distance of 1560 feet to a point thence run North $1^{\circ}37'08''$ West for a distance of 50 feet to a point on the North right of way line of the said Northeast Seventy-Ninth Street Causeway; thence continue North $1^{\circ}37'08''$ West for a distance of 605 feet to a point; thence run North $88^{\circ}41'24''$ East for a distance of 156 feet to a point (which is the POINT OF BEGINNING of a parcel of land herein described); thence continue North $88^{\circ}41'24''$ East for a distance of 244 feet to a point; thence run South $1^{\circ}37'08''$ for a distance of 505 feet to a point; thence run South $9^{\circ}41'50''$ West for a distance of 101.87 feet to a point on the North right of way line on the said Northeast Seventy-Ninth Street Causeway, thence run South $88^{\circ}41'24''$ West along the North right of way line of said Northeast Seventy-Ninth Street Causeway for a distance of 224 feet to a point; thence run North $1^{\circ}37'08''$ West for a distance of 605 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the Intersection of the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, with the center line of the Northeast 79th Street Causeway as shown on Plat recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida; thence North $88^{\circ}41'24''$ East, along the center line of the aforesaid Northeast 79th Street Causeway for a distance of 1,560.0 feet to a point; thence North $1^{\circ}37'8''$ West for a distance of 50.00 feet to a point on the North right of way line of the said Northeast 79th Street Causeway; thence run North $88^{\circ}41'24''$ East, along the North right of way line of the Northeast 79th Street Causeway for a distance of 380.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence continue North $88^{\circ}41'24''$ East along the North right of way line of the said Northeast 79th Street Causeway for a distance of 20.00 feet to a point; thence North $1^{\circ}37'8''$ West for a distance of 100.00 feet to a point; thence South $9^{\circ}41'50''$ West for a distance of 101.87 feet to the POINT OF BEGINNING; the said parcel being a triangular tract of land shown on the sketch marked "Sketch to Accompany Legal Description to Parcels of Land in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida" prepared by M.B. Garris, Civil and Consulting Engineer, March 16, 1953, bearing notation: "NOTE: This sketch revised 10, Feb. 1954 correcting the Range designation from Range 41 to Range 42" which sketch appears in Deed Book 3926, Page 54.

TOGETHER WITH:

The easements and other rights described in that certain Agreement made between Blacayne Television Corporation, a Florida corporation and Sunbeam Television Corporation, a Florida corporation, dated the 18th day of December, 1962 and recorded December 19, 1962, in Official Records Book 3454, Page 213, of the Public Records of Miami-Dade County, Florida, on, over and under the following described property:

Commence at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida; thence run North $88^{\circ}41'24''$ East, along the centerline of the highway right of way of the Northeast Seventy-Ninth Street Causeway, according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida, for a continued distance of 1560 feet to a point; thence run North $1^{\circ}37'08''$ West for a distance of 50 feet to a point on the North right of way line of the said Northeast Seventy-Ninth Street Causeway and the POINT OF BEGINNING of the parcel of land herein described; thence continue North $1^{\circ}37'08''$ West for a distance of 605 feet to a point; thence run North $88^{\circ}41'24''$ East for a distance of 156 feet to a point; thence run South $1^{\circ}37'08''$ East for a distance of 605 feet to a point on the North right of way line on the said Northeast Seventy-Ninth Street Causeway, thence run South $88^{\circ}41'24''$ West along the North right of way line of said Northeast Seventy-Ninth Street Causeway for a distance of 156 feet to the POINT OF BEGINNING.

Settlement Agreement

EXHIBIT B

13D(18)

**NORTH BAY VILLAGE
DEVELOPMENT AGREEMENT
WITH
ISLE OF DREAMS, LLC**

THIS DEVELOPMENT AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between NORTH BAY VILLAGE, a Florida municipal corporation (“Village”) and ISLE OF DREAMS, LLC, (“Isle of Dreams”)(collectively, “Parties”).

RECITALS

WHEREAS, Isle of Dreams is the owner of the real property located within the Village, which is more particularly shown and legally described in the map and legal description attached hereto as Exhibit A (“Subject Property”);

WHEREAS, the Subject Property is currently improved with an unoccupied office building, an AM radio tower and a surface parking lot. A separate but related radio tower is located on the property immediately to the west of the Subject Property (both collectively, the “Towers”);

WHEREAS, the Isle of Dreams desires to submit an application and site plan to the Village in order to develop the Subject Property with a mixed use commercial and multi-family residential project, consisting of 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the “Project”);

WHEREAS, both the Village and Isle of Dreams wish to allow for the re-development of the Subject Property in accordance with the Village’s land development regulations;

WHEREAS, the Village finds that the redevelopment of the Subject Property with the Project is consistent with the Goals, Policies and Objectives of the Village’s Comprehensive Plan;

WHEREAS, this Development Agreement is entered into in accordance with the Florida Local Government Development Agreement Act (the “Act”), section 163.3220-163.3243, Fla. Stat. (2012); and

WHEREAS, the Village Commission (the “Commission”) gave notice in accordance with the requirements of the Florida Statutes and conducted two

public hearings pursuant to notice required in section 163.3225(2)(b) Fla. Stat. (2012) with regard to this Development Agreement;

NOW THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. **Recitals.**

The above recitals are true and correct, deemed to be findings, and are incorporated herein and made a material part hereof.

2. **Statement of Intent.**

With the adoption of the Act the Florida Legislature expressly recognized that “the lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.” § 163.3220(2)(a), Florida Statutes.

Given Isle of Dreams’ desire to develop the Project on the Subject Property and, in light of the Parties desire to avoid the continued and substantial costs, risks, and uncertainties caused by the litigation styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA, (the “Litigation”), the parties enter into this Development Agreement.

3. **Defined Terms.**

Unless the specific context indicates otherwise, all definitions set forth within Florida’s Community Planning Act -- including the Florida Local Government Development Agreement Act -- shall be adopted and included herein. The following terms as used herein shall have the following meanings:

Comprehensive Plan. The plan adopted by the Village in accordance with the Community Planning Act of the State of Florida, effective on the date of this Agreement.

Height. The phrase “Height” shall have the meaning assigned to it in the Village’s zoning ordinance on the date of this Development Agreement.

Concurrency. The term concurrency shall be defined in accordance with the Village's Zoning Ordinance, Consolidated Land Development Regulations, and comprehensive plan.

Project. The phrase the "Project" shall refer to the development of the Subject Property with a development program in substantial compliance with the heights, densities, and intensities of use illustrated in the concept plan attached hereto as Exhibit B.

4. Term.

This Development Agreement shall have a term of seven (7) years after the Effective Date of this Development Agreement, unless the Agreement is earlier terminated or extended pursuant to the provisions of this Development Agreement. This Development Agreement may be extended for up to two (2) consecutive extension periods ("Extension Period"). Each Extension Period shall be two (2) years in length. This Development Agreement may only be extended in writing upon the mutual, written consent of the parties and in accordance with the Act.

5. Development Program.

Isle of Dreams proposes to develop the Project on the Subject Property. In accordance with Section 163.3227(1)(c), the heights, densities, and intensities of use for the Project are summarized below. The parties recognize that the Project is conceptual at this stage and its design is likely to be amended and revised during the course of the public review and approval process. It is expressly recognized that the Project shall be developed to include the following:

- (a) **Use:**
 - (i) 237 multifamily residential units;
 - (ii) 50,000 square feet of retail, restaurant, service, or office uses; and
 - (iii) accessory parking structures.
- (b) **Maximum Building Height.** 340 feet.

6. Public Facilities.

The Village finds that there are no new public facilities that are needed to service the Project. Pursuant to Section 4.2 of the Village's Consolidated Land Development Regulations, the Village has made the affirmative concurrency finding that all public services and facilities necessary to serve prior proposals met or exceeded the established level of service standards. Furthermore, the Village agrees that upon a finding of concurrency for the Project upon its approval, thereafter, during the term of this Development Agreement, it shall provide and reserve concurrency-related public facility capacity, within the limits of the Village's authority, to serve the density and intensity proposed in the Project. This reservation of capacity shall include the following facilities: roadways, water and sewer, and parks. The reservation of capacity established by this Development Agreement relates to the maximum potential capacity reserved only to meet the needs of the Project herein defined. The actual reservation of capacity shall be established by the actual development order entitlements and permits – if any – that are actually approved for the Project on the Subject Property. The following additional terms and conditions shall apply with respect to the reservation of concurrency described herein.

(a) In exchange for the reservation of wastewater/sewer capacity provided by this paragraph 6, IOD shall be required to connect to the Village's wastewater collection system at an Village designated, proximate location ("Proposed Connection Point"). It is anticipated that the Proposed Connection Point shall be such that IOD's effluent enters the Village's system on the 79th Street Causeway through an existing westbound Force Main ("Existing Force Main") to travel directly to the Village Hall Pump Station.

(b) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

(c) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

(d) If IOD performs and transfers the Force Main Improvements consistent with subparagraph 6(C) above, then the City shall

forthwith establish a proportionate share program for those portions of the Force Main Improvements constructed by IOD. Proceeds from this program shall be disbursed to IOD as reimbursements to repay the cost of the Existing Force Main Improvements, less IOD's proportionate share.

(c) The Village shall not reserve capacity for the Project for any effluent that travels to and through the Hispanola Pump Station.

7. Demolition of Existing Building.

Isle of Dreams shall demolish the existing building on the Subject Property upon its receipt of: (a) a demolition permit from the Village; (b) the approvals identified in paragraph 11(a); and (c) the relocation of the radio towers.

8. No Reservation or Dedication.

Other than an easement for a public baywalk as required by Section 152 of the Village Code, no new reservation or dedication of land is necessary for public purposes in connection with the Project referenced in Paragraph 5, except as may be required for utility easements to serve the Project or relocation of current utilities if needed to accommodate the Project.

9. No Additional Restrictions or Conditions.

In light of the express provisions of this Development Agreement, the Parties currently believe no new terms, conditions, restrictions, or other requirements are necessary to assure the public health, safety, and welfare of the citizens of the Village.

10. Consistency with Comprehensive Plan.

The Village finds that the Project is consistent with the Village's comprehensive plan.

11. Approvals.

(a) The Development Program for the Project identified in Paragraph 5 will necessitate the Village's review and approval of the following applications:

- (i) a site plan review application for a "major development" pursuant to Section 2.7.3(2) of the Village's Consolidated Land Development Regulations;
- (ii) conditional use to permit a mixed-use multifamily development in the General Commercial ("CG") zone as provided in Section 152.030(C) of the Village's Zoning Ordinance;
- (iii) approval of height and density bonuses pursuant to Section 152.029 of the Village's Zoning Regulations;
- (iv) the additional height bonuses available under the Village's Bayview Overlay District regulations;

(b) The development will also require the approval of the Miami-Dade County Shoreline Development Review Committee.

(c) The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve Isle of Dreams of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(d) In addition, it is anticipated additional local permits will be necessary during the term of this Development Agreement as are normal and customary for the land development including, but not limited to, building permits, wastewater collection system permits, roadway improvement permits, tree removal permits, water distribution permits, subdivision requirements, if applicable and surface water management permits, if applicable.

12. Impact Fees, Special Assessments and Other Municipal Fees.

(a) Nothing in this Development Agreement shall relieve Isle of Dreams from the obligation to pay impact fees, special assessments, building permit fees, and application fees and cost recovery deposits, except as may be modified by separate agreement.

(b) Notwithstanding the foregoing, as part of the settlement of the Litigation addressed in this Agreement and in consideration for the costs, expense, difficulty and great public benefit conferred by the relocation of the Towers outside of the Village by Isle of Dreams, the Village agrees to credit A portion of those fees that attach to the potential height and density bonuses under the Height Bonus Section in Section 152.029 (c) (8) and the Village's Bayview Overlay District regulations. As part of this Agreement, and in consideration for the bonuses mentioned in the immediately preceding sentence, Isle of Dreams agrees to pay a total, aggregated bonus payment in the amount of \$800,000 upon the issuance of the principal construction building permit that authorizes the construction of the Project as follows: (1) \$400,000 payable together with the building permit application fee; and (2) \$400,000 at issuance of a building permit. The bonus payments shall be allocated as follows, in the order listed:

- (i) \$177,778 to the Causeway Beautification fund for use as provided in Section 152.029(8)(A) of the Village Code;
- (ii) \$177,778 to the Boardwalk Fund for use as provided in Section 152.029(8)(B) of the Village Code;
- (iii) \$177,778 to the Island Entrance Remodeling Fund for use as provided in Section 152.029(8)(C), of the Village code;
- (iv) \$88,888 to the Art in Public Places Fund for use as provided in Section 152.029(8)(D), of the Village code;
- (v) \$88,889 for the planting of trees for the interior Island streets as provided in Section 152.029(8)(E), of the Village code;
- (vi) \$88,889 to the Sidewalk Enhancement Fund for use as provided in Section 152.029(8)(F), of the Village code;
- (vii) All Bonus fees for Density pursuant to Section 152.029(8)(H), are waived in their entirety.

(c) All fees credited under this section shall be reinstated if:

- (i) IOD does not commence to relocate the towers within four (4) years of the Village's final, non-appealable approval of the Project. Commencement shall be evidenced

by a real estate contract for purchase of relocation property;

- (ii) The Towers are not removed within five (5) years of the Village's final, non-appealable approval of the Project;
- (iii) Isle of Dreams does not apply for building permits for the construction of the Project within one (1) year of the removal of the Towers;
- (iv) Isle of Dreams does not receive a final Certificate of Occupancy for its entire development within the term of this Agreement.
- (v) Isle of Dreams does not submit complete applications seeking the approvals identified in sub-paragraph 11(a) within (1) year from the execution of this Development Agreement.

(d) The timeframes set forth within paragraph 12(c) above, shall be automatically tolled in the event that a third-party initiates litigation, administrative challenge(s), or other similar challenges concerning the Project, this Development Agreement, matters related to relocation of the towers, or the use and development of the Property. Such tolling shall not serve to extend the term of this Development Agreement but it is the understanding of the parties that delay caused by litigation related solely to the Project may be considered as good cause for the extension of the term of this Agreement in accordance with the provisions of paragraph 4.

13. Conflicts And Amendment of Prior Ordinances.

In the event of conflicts between the terms of this Development Agreement and a previously imposed condition of development approval, the Village's Zoning Ordinance and/or Consolidated Land Development Regulations, the provisions of this Agreement shall control.

14. Venue and Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement, the Parties hereto do acknowledge, consent, and agree that venue is exclusively in Miami-Dade County, Florida.

(b) Any civil action or legal proceeding arising out of or relating to this Development Agreement shall be brought exclusively in the 11th Judicial Circuit in and for Miami-Dade County, Florida. Each party irrevocably consents to the personal jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

15. Estoppel Certificates.

The Village and Isle of Dreams shall at any time and from time to time, upon not less than twenty (20) days prior notice by another party hereto, execute, acknowledge and deliver to the other party, a statement in recordable form certifying that this Development Agreement has not been modified and is in full force and effect (or if there have been modifications that the said Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor any other party is then in default hereof (or if another party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in Subject Property, if any, of any party to this Agreement.

16. Complete Agreement; Amendments.

(a) This Development Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof with respect to the matters expressly set forth herein, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral.

(b) Any provision of this Development Agreement shall be read and be applied *in pari materia* with all other provisions hereof.

(c) This Development Agreement may be only be amended by written amendment signed by the Village and Isle of Dreams, subject to compliance with the procedural requirements for the initial approval of this Agreement pursuant to the Act, section 163.3220-163.3243, Fla. Stat. (2009) and pursuant to the provisions of Chapter 152 and Section 2.3 of the Village's consolidated land development regulations.

17. Captions.

The article and section headings and captions of this Development Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

18. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Development Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the Village, it shall be postponed to the next business day.

19. Exhibits.

Each Exhibit referred to and attached to this Development Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement and incorporated herein.

20. Public Purpose.

The Village and Isle of Dreams acknowledge and agree that this Development Agreement satisfies, fulfills and is pursuant to and for a public and municipal purpose and is in the public interest, and is a proper exercise of the Village's power and authority.

21. No General Obligation.

In no event shall any obligation of the Village under this Development Agreement be or constitute a general obligation or indebtedness of the Village, a pledge of the ad valorem taxing power of the Village, the lending of credit, or a

general obligation or indebtedness of the Village within the meaning of the Constitution of the State of Florida or any other applicable laws.

22. **Agreement to Timely Process Applications.** The Village agrees to timely set for public hearing each complete application for the development approval of the Project that it receives. The Village likewise agrees to timely complete its review of each development application.

- (a) **Planning and Zoning Board.** Matters requiring a hearing before the Planning and Zoning Board shall be set for hearing before that board – and that Board shall conduct its public hearing – within sixty (60) days of the Village’s receipt of a complete application.
- (b) **Commission.** Matters requiring a hearing before the Commission shall be set for hearing before the Commission – and shall conduct its first public hearing – within: (i) sixty (60) days of the Planning and Zoning Board’s action; or, for matters that do not require Planning and Zoning Board action; (ii) sixty (60) days of the Village’s receipt of a complete application.
- (c) The timeframes set forth within this paragraph are dependent upon Isle of Dreams’ submittal of complete applications in substantial compliance with the Project and the entitlements contemplated by this Agreement. In the event that Isle of Dreams does not submit substantially complete application materials or, if Isle of Dreams undertakes substantive revisions to the Project so that result in a substantial deviation from the previously submitted plans, then the applicable review time shall be extended sixty (60) days.

23. **Developmental Studies and Reports.**

The Village recognizes and acknowledges that it has previously received all development studies and reports required by Section 2.7.3 of the Village’s Consolidated Land Development Regulations for prior applications to develop the Subject Property. The Village finds that these reports and studies need only be updated for purposes of reflecting current conditions, current levels of service, and the current Project. For purposes of clarifying the provisions of this

paragraph, it is not the intention of this Development Agreement to require Isle of Dreams to commission and submit new studies. Instead, it is the purpose of this paragraph to allow Isle of Dreams to supplement those studies to reflect existing conditions and the proposed Project.

24. Preservation of Rights.

The Village and Isle of Dreams further acknowledge and agree that the development of the Subject Property with the Project will require the Village, its boards, departments and agencies, acting in their government capacities, to consider governmental action as set forth herein. The Village and Isle of Dreams acknowledge and agree that all such actions undertaken by the Village shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and Village ordinances or regulations. Nothing in the Agreement, or the Village or Isle of Dreams' acts or omissions in connection herewith, shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the Village in the discharge of its police or governmental power, expressly including, without limitation, the zoning power.

25. Scrivener's Errors; Survey Corrections.

In the event that the Parties identify scrivener's errors contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, the Parties agree that amendments to this Agreement that are required due to such inaccuracies, which do not change the substance of this Agreement, may be made and incorporated herein. The Village Manager is authorized to approve such scrivener's errors on behalf of the Village, and is authorized to execute any required instruments, to make and incorporate such amendment to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

26. Notices.

The parties designate the following persons as representatives to receive any notices with regard to this Development Agreement:

For the Village:

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

With a copy to:

Nina Boniske, Esq.

Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske
2525 Ponce de Leon Blvd., Suite 700
Coral Gables FL 33134

Isle of Dreams: Scott Greenwald
Managing Member
Isle of Dreams, LLC
7301 SW 57 Court, Suite 565
South Miami, FL 33143

With a copy to: Graham Penn, Esq.
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131

Mailing of written notice by means of U.S. Postal Service, certified, return receipt, shall constitute prima facie evidence of delivery.

27. Recording of Development Agreement.

The Village shall, within fourteen (14) days of the approval of this Development Agreement, record the Agreement with the Clerk of the Court of Miami-Dade County.

28. Successors in Interest.

The obligations and benefits of this Development Agreement shall inure to all successors in interests to the parties to this Agreement.

29. Effective Date.

The Development Agreement shall become effective: (i) when it is signed by the authorized agent of each party; (ii) it is approved by the Village in accordance with applicable law; and, (iii) it is recorded.

30. Annual Review.

Isle of Dreams shall submit an annual report to the Village documenting its good faith compliance with the requirements of this Development Agreement

at least thirty (30) days prior to the anniversary of the Effective Date of the Development Agreement.

31. Force Majeure.

In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery, any interruption of utilities, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure", financial inability to perform hereby expressly excluded) such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

32. No Third Party Beneficiaries.

Nothing in this Development Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators, executors, other legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person's legal standing or any right of subrogation or action over or against any party to this Agreement.

33. Time is of the Essence.

Subject to paragraph 12(d), time is of the essence for each and every provision of this Development Agreement.

34. Relationship of the Parties.

The parties hereto acknowledge that they are separate and independent parties and nothing contained herein shall be deemed to create a joint venture, association, partnership, agency, or employment relationship between the two. Neither party shall have the power to act in the name of, on behalf of, or incur obligations binding upon the other party. Neither party shall acquire an interest in the business or operations of the other by virtue of this Agreement.

35. Default, Cure, Termination.

(a) **Default by the Village.** The occurrence of any of the following shall constitute an event of default ("Event of Village Default") under this Agreement.

- (i) The Village's failure to take final action approving the development of the Project on the Subject Property in accordance with the time frames set forth within paragraph 22.
- (ii) The Village's failure to render a final, appealable development order authorizing the development of the Project on the Subject Property in accordance with the time frames set forth within paragraph 22;
- (iii) For purposes of this section, the development approvals necessary to construct the Project are non-severable. For purposes of clarifying the immediately preceding sentence, each and every aspect of the Project must be approved in accordance with the time frames expressed herein and the failure to do so shall constitute an Event of Village Default. If it is determined that Isle of Dreams requires a variance or variances to build the Project, the non-granting of that variance shall not be deemed to be an Event of Village Default.
- (iv) The attachment of any material conditions to the entitlements described in subparagraphs (i) and (ii) above that frustrates or limits the

ability to develop the Subject Property in substantial compliance with the density and intensity and height of the Project.

An uncured Event of Village Default shall result in the termination of this Development Agreement (and the companion Settlement Agreement) and the reinstatement of the Litigation and the Parties agree to execute those papers to necessary enable the return of the parties to their prior positions in the Litigation.

(b) **Default by Isle of Dreams.** The occurrence of any of the following shall constitute an event of default ("Event of Isle of Dreams Default") under this Agreement.

- (i) The failure of Isle of Dreams to pay all Cost Recovery balances due within sixty (60) days of the Village Commission's final action on the Project applications.
- (ii) The failure of Isle of Dreams to dismiss – at the time agreed upon in the Settlement Agreement – the Litigation.
- (iii) The failure of Isle of Dreams to submit complete applications seeking the approvals identified in paragraph 11(a) of this Development Agreement within one (1) year of the execution of this Development Agreement

An uncured Event of Isle of Dreams Default, pursuant to Default (i) above shall result in the termination of this Agreement.

In the Event of Isle of Dreams Default, pursuant to Default (ii) or (iii) above, Isle of Dreams shall file a Stipulation with Prejudice and Final Order of the Litigation in substantially the form attached hereto as Exhibit C and shall execute the General Release and Waiver of Claims attached hereto as Exhibit D.

(c) **Notice.** Written Notice of Default shall be given in the manner provided for in paragraph 26.

(d) **Cure.** The parties shall each have fifteen (15) days after receipt of written notice of an Event of Default in order to cure the default ("Cure Period") or develop a cure plan as described below. The Cure Period may be extended only by the written consent of the parties. If either party is unable to cure an Event of Default during the Cure Period, the party may elect to submit a cure plan and a timeline for implementing the cure (the "Cure Plan"). If the Cure Plan is acceptable to the other party the defaulting party may implement the Cure Plan according to its terms in a timely fashion. Except for the provisions of 12(c), the pursuit of a Cure Plan shall toll all other obligations arising under this Development Agreement.

(e) **Termination.** An Event of Default by either party that is not cured during the Cure Period or by Cure Plan shall result in the termination of this Development Agreement. Upon termination, the terminating party shall record a notice of termination within ten (10) days of termination, with the Clerk of the Court of Miami-Dade County.

36. Further Assurances.

The parties agree to execute and deliver from time to time such documents, and to perform all actions that may be necessary effectively and completely carry out the intended effect of this Development Agreement including but not limited to defending the Agreement from legal or administrative challenge. On this point, Isle of Dreams agrees to cooperate with and fund the cost of defending any challenge to this Agreement by any third parties, including reasonable attorney's fees and costs incurred by the Village for independent outside counsel if necessary. **It is specifically agreed that the Village shall remain in control of all aspects of its defense regardless of the financing of the litigation.**

37. Applicable Laws and Construction.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Development Agreement. The language used in this Development Agreement will be deemed to be the language chosen by all of the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement has been negotiated by the Village and Isle of Dreams, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the Village or by Isle of Dreams, but by all equally. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated

thereunder, unless the context requires otherwise. In accordance with Section 163.3223, the Villages Codes, Ordinances, and Comprehensive Plan in existence as of the date of this Agreement shall govern the development of the Project for the term of the Agreement.

38. Jury Waiver.

With respect to any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns or relates to this Development Agreement, any transactions contemplated hereunder, the performance hereof or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right (statutory, constitutional, common law or otherwise) it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court as written evidence of the waiver of the other parties' right to trial by jury. No party has made or relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

39. Termination.

This Development Agreement shall terminate following the 7th anniversary of its Effective Date unless it terminates earlier in accordance with paragraph 35 above or is extended in accordance with paragraph 4.

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IN WITNESS THEREOF, the Parties hereto have caused the execution of this Development Agreement by their duly authorized officials as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Print Name: _____

Its: _____

Witness

By: _____

Print Name: _____

Its: _____

Approved by the Village Commission on _____, 2013, with the adoption of Ordinance _____.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ATTEST:

BY: _____

Village Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of ____, 2013, by _____, the _____ of the **ISLE OF DREAMS**, who is _____ personally known to me, or who has produced _____ as identification who ____ did/ ____ not take an oath.

Notary Seal

Notary Public, State of Florida
Print Name: _____

Date: _____

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of ____, 2013, by _____, the _____ of the **Village**, who is _____ personally known to me, or who has produced _____ as identification who ____ did/ ____ not take an oath.

Notary Seal

Notary Public, State of Florida
Print Name: _____

Date: _____

My Commission Expires: _____

EXHIBITS

Exhibit A: Subject Property

Exhibit B: Concept Plan

Exhibit C: Stipulation for Dismissal with Prejudice and Final Order of the Litigation

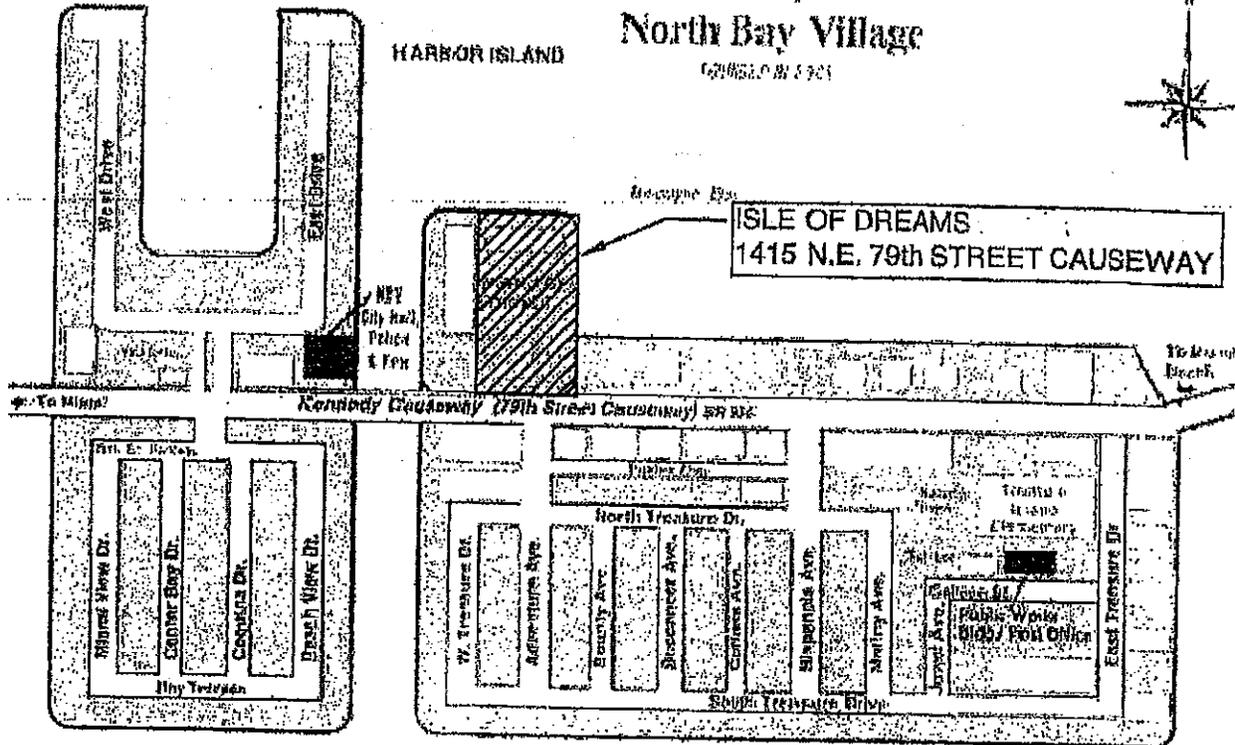
Exhibit D: General Release and Waiver of Claims

EXHIBIT A

13D(40)

The City of
North Bay Village

INCORPORATED 1961



NORTH BAY ISLAND

TREASURE ISLAND



Kimley-Horn and Associates, Inc.

1691 Michigan Ave
Suite 400
Miami Beach, Florida 33139
Phone: 305-673-2025
Fax: 305-673-4882

SITE LOCATION MAP

13D(41)

Exhibit "A"

Commence at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida; thence run North $88^{\circ}41'24''$ East along the centerline of the highway right of way of the Northeast Seventy-ninth Street Causeway according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida, for a distance of 1560 feet to a point thence run North $1^{\circ}37'08''$ West for a distance of 50 feet to a point on the North right of way line of the said Northeast Seventy-Ninth Street Causeway; thence continue North $1^{\circ}37'08''$ West for a distance of 605 feet to a point; thence run North $88^{\circ}41'24''$ East for a distance of 156 feet to a point (which is the POINT OF BEGINNING of a parcel of land herein described); thence continue North $88^{\circ}41'24''$ East for a distance of 244 feet to a point; thence run South $1^{\circ}37'08''$ for a distance of 505 feet to a point; thence run South $9^{\circ}41'50''$ West for a distance of 101.87 feet to a point on the North right of way line on the said Northeast Seventy-Ninth Street Causeway, thence run South $88^{\circ}41'24''$ West along the North right of way line of said Northeast Seventy-Ninth Street Causeway for a distance of 224 feet to a point; thence run North $1^{\circ}37'08''$ West for a distance of 605 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the intersection of the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, with the center line of the Northeast 79th Street Causeway as shown on Plat recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida; thence North $88^{\circ}41'24''$ East, along the center line of the aforesaid Northeast 79th Street Causeway for a distance of 1,560.0 feet to a point; thence North $1^{\circ}37'8''$ West for a distance of 50.00 feet to a point on the North right of way line of the said Northeast 79th Street Causeway; thence run North $88^{\circ}41'24''$ East, along the North right of way line of the Northeast 79th Street Causeway for a distance of 380.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence continue North $88^{\circ}41'24''$ East along the North right of way line of the said Northeast 79th Street Causeway for a distance of 20.00 feet to a point; thence North $1^{\circ}37'8''$ West for a distance of 100.00 feet to a point; thence South $9^{\circ}41'50''$ West for a distance of 101.87 feet to the POINT OF BEGINNING; the said parcel being a triangular tract of land shown on the sketch marked "Sketch to Accompany Legal Description to Parcels of Land in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida" prepared by M.B. Garris, Civil and Consulting Engineer, March 16, 1953, bearing notation: "NOTE: This sketch revised 10, Feb. 1954 correcting the Range designation from Range 41 to Range 42" which sketch appears in Deed Book 3926, Page 54.

TOGETHER WITH:

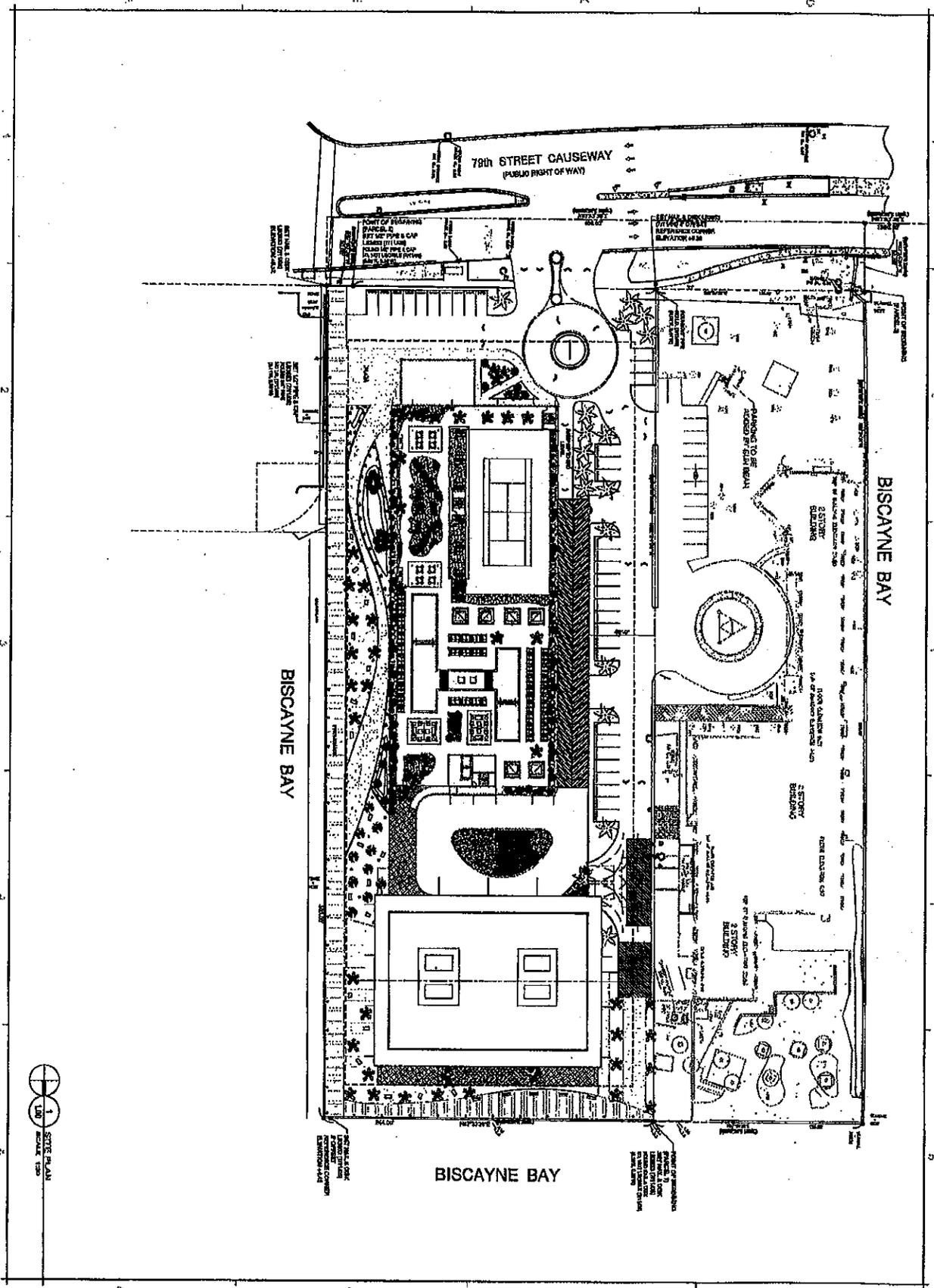
The easements and other rights described in that certain Agreement made between Biscayne Television Corporation, a Florida corporation and Sunbeam Television Corporation, a Florida corporation, dated the 18th day of December, 1962 and recorded December 19, 1962, in Official Records Book 3454, Page 213, of the Public Records of Miami-Dade County, Florida, on, over and under the following described property:

Commence at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida; thence run North $88^{\circ}41'24''$ East, along the centerline of the highway right of way of the Northeast Seventy-Ninth Street Causeway, according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida, for a continued distance of 1560 feet to a point; thence run North $1^{\circ}37'08''$ West for a distance of 50 feet to a point on the North right of way line of the said Northeast Seventy-Ninth Street Causeway and the POINT OF BEGINNING of the parcel of land herein described; thence continue North $1^{\circ}37'08''$ West for a distance of 605 feet to a point; thence run North $88^{\circ}41'24''$ East for a distance of 156 feet to a point; thence run South $1^{\circ}37'08''$ East for a distance of 605 feet to a point on the North right of way line on the said Northeast Seventy-Ninth Street Causeway, thence run South $88^{\circ}41'24''$ West along the North right of way line of said Northeast Seventy-Ninth Street Causeway for a distance of 156 feet to the POINT OF BEGINNING.

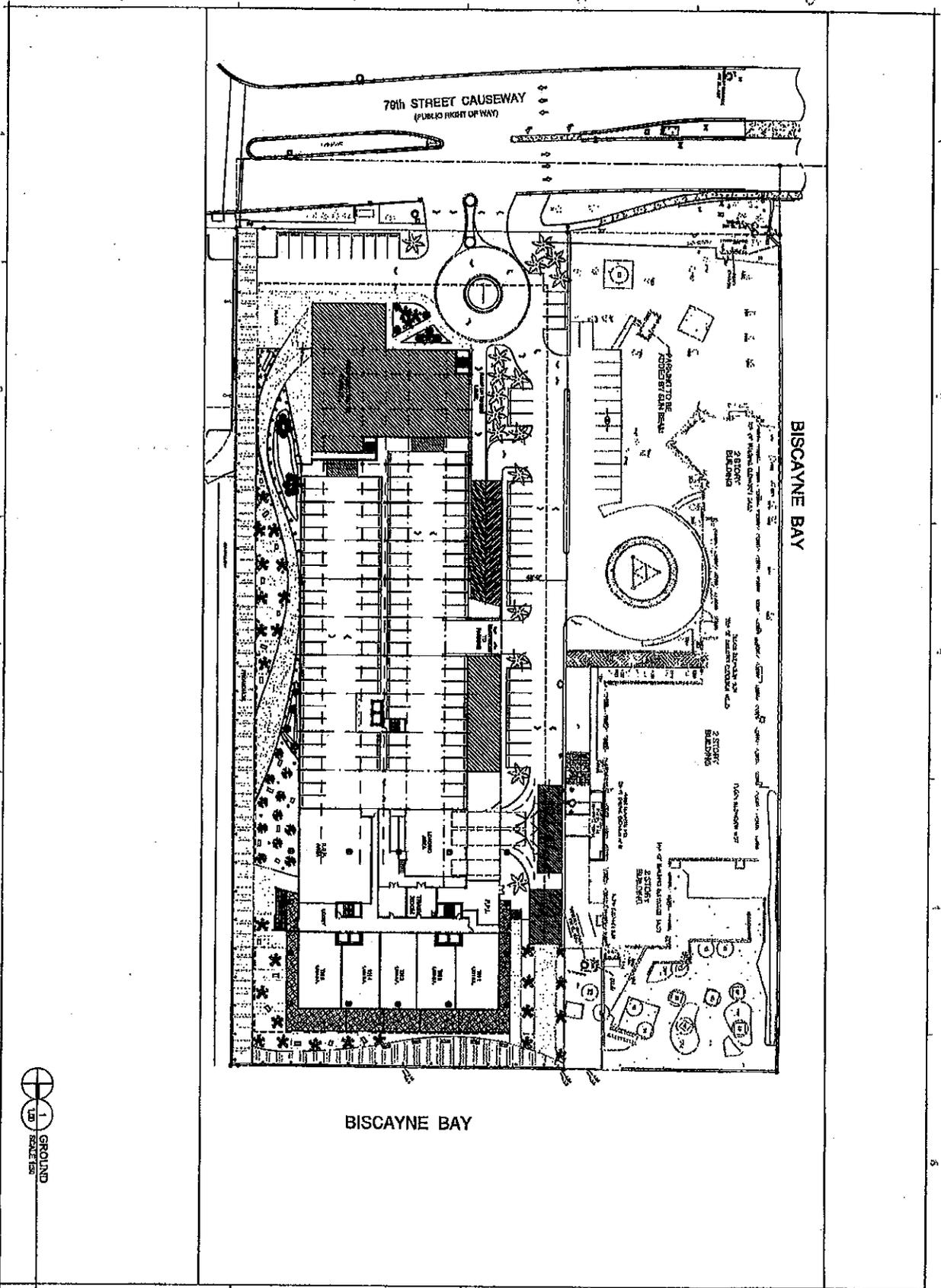
13D (42)

EXHIBIT B

13D (43)



A2.00 DATE: _____ DRAWING NO: _____ SHEET NO: _____		ARCHITECTURE INTERIOR DESIGN PLANNING AIA ASID NCARB 201 West 10th Street Fort Lauderdale, FL 33304 WWW.KDBKARP.COM	Lic. # AR0012378	ISLES OF DREAMS 1418 NE 79th STREET CAUSEWAY NORTHWAY VILLAGE, FLORIDA	REVISIONS / DISCUSSIONS 1 2 3 4 5 6 7 8 9 10
		SITE PLAN		13D(45)	




 GROUND
 SCALE 1/8" = 1'-0"

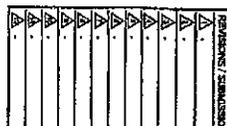


ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 KOSI PARK
 1415 NE 78th STREET CAUSEWAY
 NORTH BAY VILLAGE, FLORIDA 33411
 WWW.KOSIPARK.COM

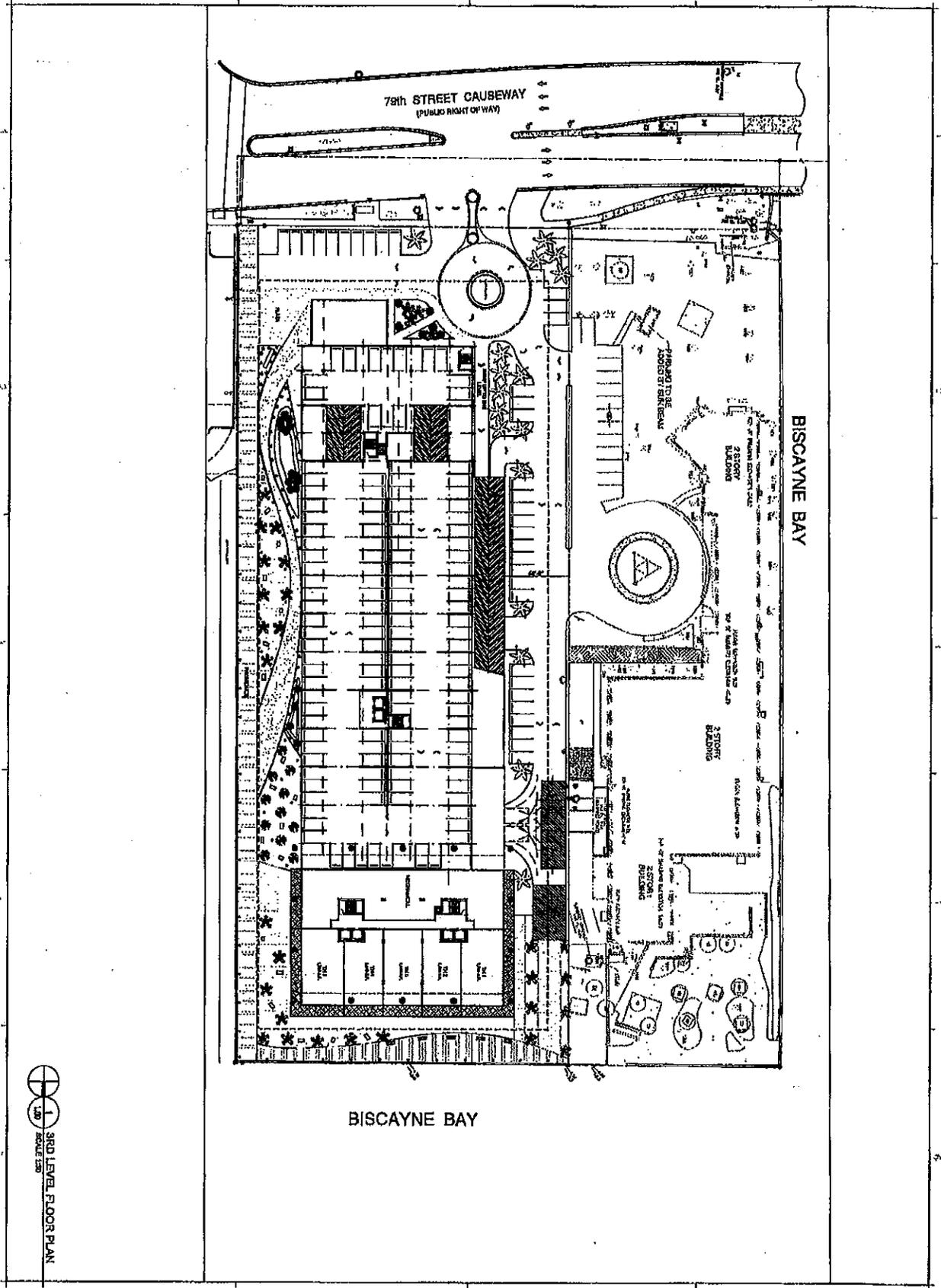
Lic. # ARD012578

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ISLES OF DREAMS
 1415 NE 78th STREET CAUSEWAY
 NORTH BAY VILLAGE, FLORIDA
GROUND LEVEL
 FLOOR PLAN

	DIMENSIONS / FINISHES
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13D (46)

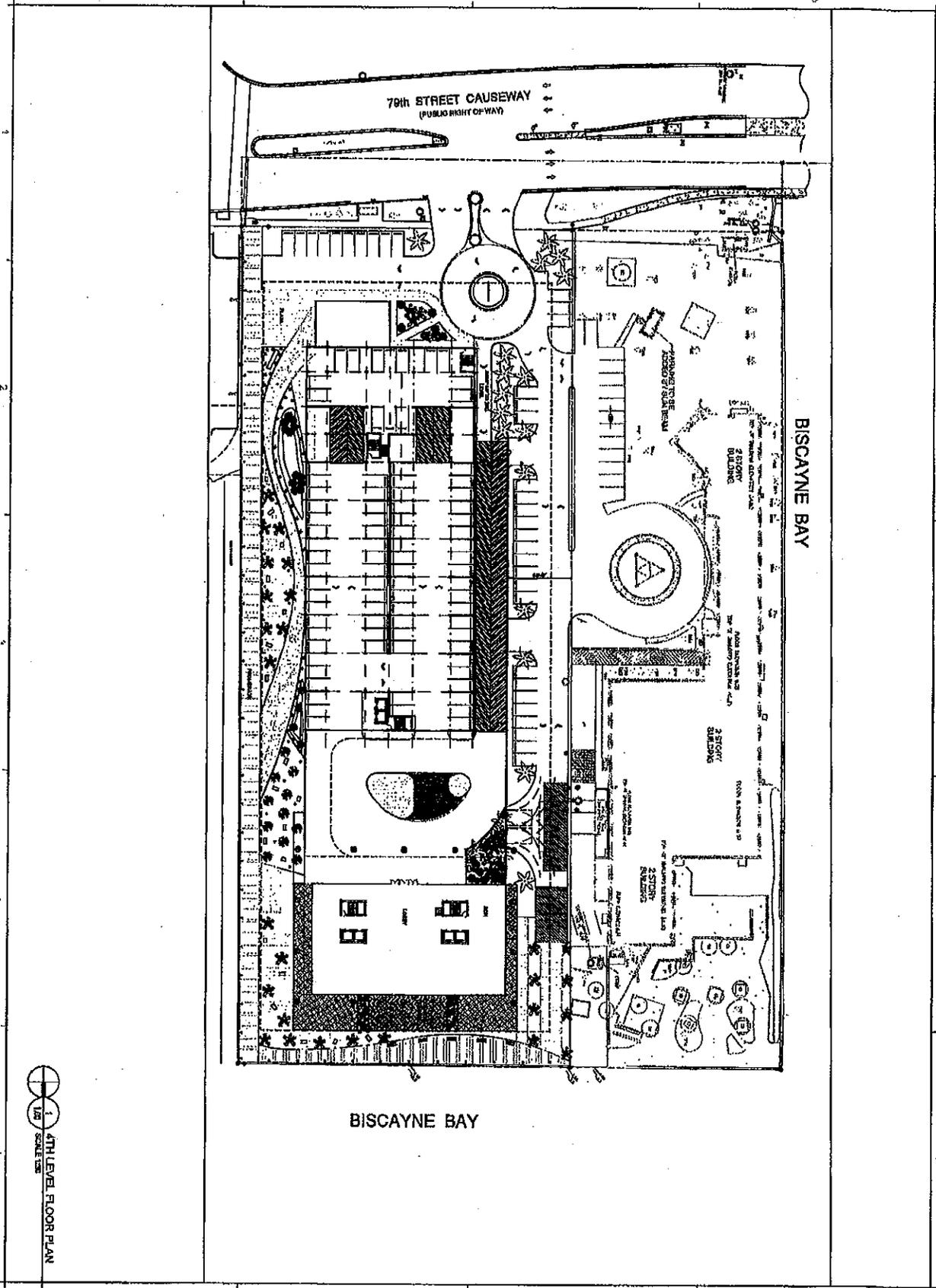




 3RD LEVEL FLOOR PLAN

A3.02 	ARCHITECTURE INTERIOR DESIGN PLANNING AIA, ASID, NCARB 2111 PINEAPPLE BLVD MIAMI, FL 33133 WWW.KOEIKARP.COM	LR # AR061276	ISLES OF DREAMS 1416 NE 19TH STREET CAUSEWAY NORTH BAY VILLAGE, FLORIDA THIRD LEVEL FLOOR PLAN	<table border="1"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td>32</td><td>33</td><td>34</td><td>35</td><td>36</td><td>37</td><td>38</td><td>39</td><td>40</td><td>41</td><td>42</td><td>43</td><td>44</td><td>45</td><td>46</td><td>47</td><td>48</td><td>49</td><td>50</td><td>51</td><td>52</td><td>53</td><td>54</td><td>55</td><td>56</td><td>57</td><td>58</td><td>59</td><td>60</td><td>61</td><td>62</td><td>63</td><td>64</td><td>65</td><td>66</td><td>67</td><td>68</td><td>69</td><td>70</td><td>71</td><td>72</td><td>73</td><td>74</td><td>75</td><td>76</td><td>77</td><td>78</td><td>79</td><td>80</td><td>81</td><td>82</td><td>83</td><td>84</td><td>85</td><td>86</td><td>87</td><td>88</td><td>89</td><td>90</td><td>91</td><td>92</td><td>93</td><td>94</td><td>95</td><td>96</td><td>97</td><td>98</td><td>99</td><td>100</td></tr> </table>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PROJECT NO. SHEET NO. DATE																																																																																																								

13D(47)



1/8" SCALE
ATHLETIC FLOOR PLAN

AS.03



ARCHITECTURE
INTERIOR DESIGN
PLANNING
AAA ASID NCARB
1913 Piquette Boulevard
Ann Arbor, MI 48106
734.769.8100
WWW.MOBILHOMEARCH.COM

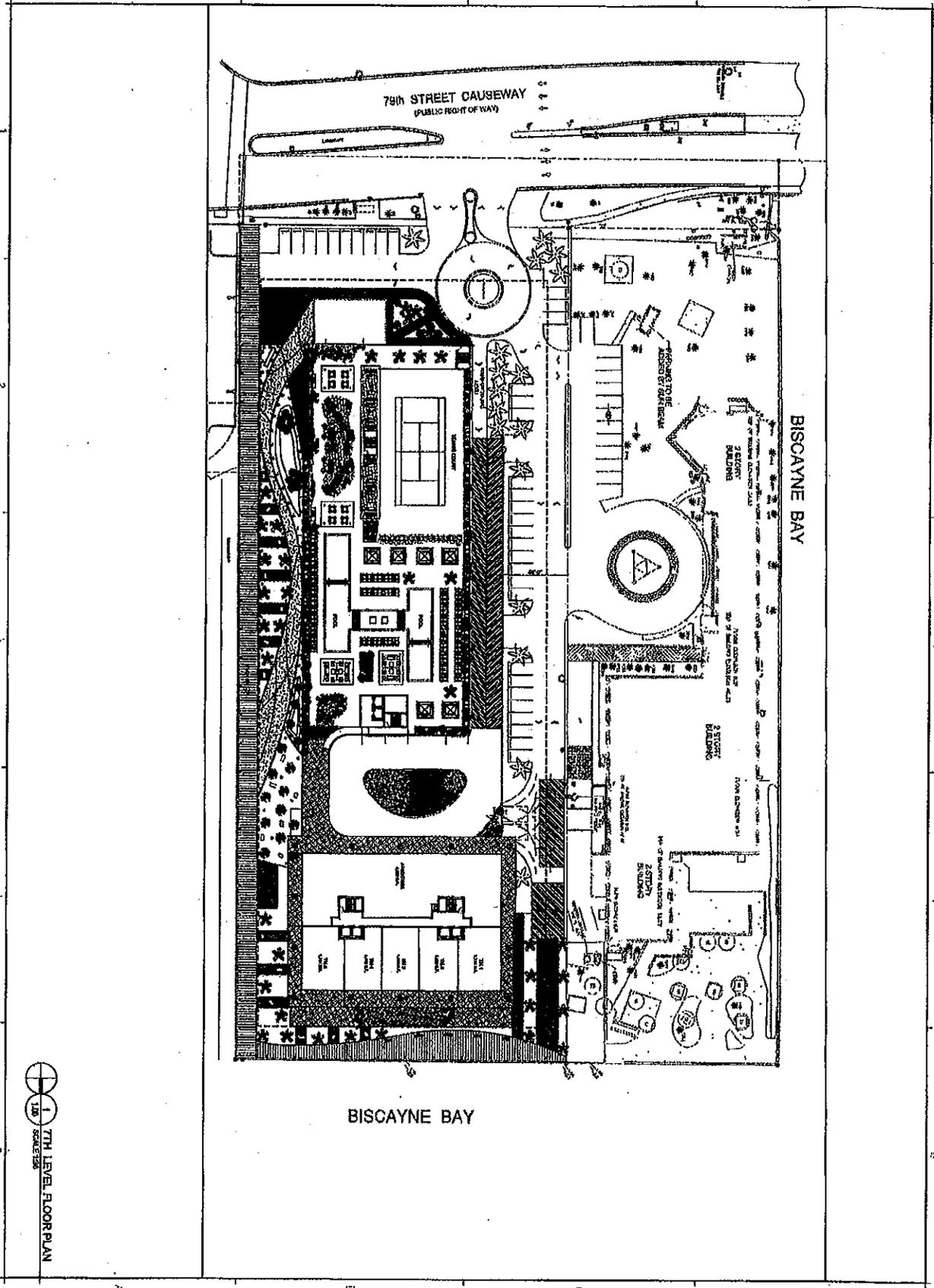
L14, #A40012578

...

ISLES OF DREAMS
1414 NE 79th STREET CAUSEWAY
NORTHBAY VILLAGE, FLORIDA
LOBBY - TWON HOME
FLOOR PLAN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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13D(48)



A3.06



ARCHITECTURE
INTERIOR DESIGN
PLANNING

K&S P
1111 Bay Street
Miami, FL 33131
305.375.1111
WWW.KOBISKP.COM

Li. # AR001571

.....

ISLES OF DREAMS
1415 NE 79th STREET CAUSEWAY
NORTHBAY VILLAGES, FLORIDA

AMENITY LEVEL
FLOOR PLAN

REVISIONS	DATE	BY	DESCRIPTION
1			
2			
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13D(49)

EXHIBIT C

13D(51)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

STIPULATION FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the respective parties herein, that the claims of the Plaintiff, ISLE OF DREAMS, LLC, against the Defendant, CITY OF NORTH BAY VILLAGE, have been amicably resolved, and that the Plaintiff's claims in this matter against Defendant, shall be dismissed with prejudice, with the respective parties to bear their own costs and attorneys' fees as set forth in the Order attached as Exhibit "A."

DANIEL R. AARONSON, ESQ.
JAMES S. BENJAMIN, ESQ.
Attorneys for Plaintiff
One Financial Plaza, #1615
Fort Lauderdale, FL 33394
Telephone: (954) 779-1700
Facsimile: (954) 779-1771

JOHNSON, ANSELMO, MURDOCH,
BURKE, PIPER & HOCHMAN, P.A.
Attorneys for Defendant
2455 East Sunrise Boulevard, Suite 1000
Fort Lauderdale, Florida 33304
Telephone: (954) 463-0100
Facsimile: (954) 463-2444

DANIEL R. AARONSON, ESQ.
Florida Bar Number: 314579
JAMES S. BENJAMIN, ESQ.
Florida Bar Number: 293245

JEFFREY L. HOCHMAN
Florida Bar Number: 902098
HUDSON GILL
Florida Bar Number: 15274

13D(52)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE comes before the Court upon the submission by the Plaintiff, ISLE OF DREAMS, LLC ("Plaintiff"), and the Defendant, CITY OF NORTH BAY VILLAGE ("City"), of the parties' Stipulation for Dismissal with Prejudice [ECF No. ____]. Being fully advised, it is

ORDERED AND ADJUDGED, that all claims in this matter by the Plaintiff, ISLE OF DREAMS, LLC, against the Defendant, CITY OF NORTH BAY VILLAGE, are hereby dismissed with prejudice, with the respective parties to bear their own attorneys' fees and costs. The clerk is hereby directed to close this file.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____
201__.

CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Counsel of record

(3D 153)

EXHIBIT D

13D(54)

GENERAL RELEASE AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That ISLE OF DREAMS, LLC (hereinafter referred to as "first party") for and in consideration of the terms set forth in the Settlement Agreement between the parties, and other valuable consideration, received from or on behalf of the CITY OF NORTH BAY VILLAGE, the receipt whereof is hereby acknowledged,

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges CITY OF NORTH BAY VILLAGE, together with its officials, officers, agents, representatives, and employees, and also together with the Florida Municipal Insurance Trust and the Florida League of Cities, Inc. (hereinafter collectively referred to as "second party") of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, representations, liens, subrogated interests, rights of indemnity and contribution, promises, variances, trespasses, damages, awards, remedies, judgments, executions, demands and claims whatsoever in law and equity, including all such matters arising under federal, state, and local law, statutory law, common law and otherwise (collectively "CLAIMS") which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, and first party also hereby expressly waives all such CLAIMS. This General Release and Waiver of Claims (hereinafter "Release") includes, but is not limited to, any and all CLAIMS related to, raised in, that could have been raised in, or arising out of the litigation captioned CASE NO. 1:12-cv-22339-CMA, IN THE U.S. DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA, ISLE OF DREAMS, LLC, Plaintiff, v. CITY OF NORTH BAY VILLAGE, Defendant.

This Release is made to compromise all CLAIMS and potential CLAIMS and to avoid expenses related to litigation. The second party denies any and all liability to first party and nothing in this Release shall be construed as an admission of wrongdoing by the second party.

First party acknowledges that it has entered into this Release voluntarily and based upon its own free will; that it understands fully all the terms of this Release; that it has been provided with sufficient and reasonable time to review this Release with the assistance of its attorney, Daniel R. Aaronson, Esq., and that it understands the terms, obligations, operation, and effect of this Release.

13D(55)

Settlement Agreement

EXHIBIT C

13D(57)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

STIPULATION FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the respective parties herein, that the claims of the Plaintiff, ISLE OF DREAMS, LLC, against the Defendant, CITY OF NORTH BAY VILLAGE, have been amicably resolved, and that the Plaintiff's claims in this matter against Defendant, shall be dismissed with prejudice, with the respective parties to bear their own costs and attorneys' fees as set forth in the Order attached as Exhibit "A."

DANIEL R. AARONSON, ESQ.
JAMES S. BENJAMIN, ESQ.
Attorneys for Plaintiff
One Financial Plaza, #1615
Fort Lauderdale, FL 33394
Telephone: (954) 779-1700
Facsimile: (954) 779-1771

JOHNSON, ANSELMO, MURDOCH,
BURKE, PIPER & HOCHMAN, P.A.
Attorneys for Defendant
2455 East Sunrise Boulevard, Suite 1000
Fort Lauderdale, Florida 33304
Telephone: (954) 463-0100
Facsimile: (954) 463-2444

DANIEL R. AARONSON, ESQ.
Florida Bar Number: 314579
JAMES S. BENJAMIN, ESQ.
Florida Bar Number: 293245

JEFFREY L. HOCHMAN
Florida Bar Number: 902098
HUDSON GILL
Florida Bar Number: 15274

13D(58)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

_____ /

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE comes before the Court upon the submission by the Plaintiff, ISLE OF DREAMS, LLC ("Plaintiff"), and the Defendant, CITY OF NORTH BAY VILLAGE ("City"), of the parties' Stipulation for Dismissal with Prejudice [ECF No. ____]. Being fully advised, it is

ORDERED AND ADJUDGED, that all claims in this matter by the Plaintiff, ISLE OF DREAMS, LLC, against the Defendant, CITY OF NORTH BAY VILLAGE, are hereby dismissed with prejudice, with the respective parties to bear their own attorneys' fees and costs. The clerk is hereby directed to close this file.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____
201__.

CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Counsel of record

13D(59)

Settlement Agreement

EXHIBIT D

13D(60)

GENERAL RELEASE AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That ISLE OF DREAMS, LLC (hereinafter referred to as "first party") for and in consideration of the terms set forth in the Settlement Agreement between the parties, and other valuable consideration, received from or on behalf of the CITY OF NORTH BAY VILLAGE, the receipt whereof is hereby acknowledged,

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges CITY OF NORTH BAY VILLAGE, together with its officials, officers, agents, representatives, and employees, and also together with the Florida Municipal Insurance Trust and the Florida League of Cities, Inc. (hereinafter collectively referred to as "second party") of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, representations, liens, subrogated interests, rights of indemnity and contribution, promises, variances, trespasses, damages, awards, remedies, judgments, executions, demands and claims whatsoever in law and equity, including all such matters arising under federal, state, and local law, statutory law, common law and otherwise (collectively "CLAIMS") which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, and first party also hereby expressly waives all such CLAIMS. This General Release and Waiver of Claims (hereinafter "Release") includes, but is not limited to, any and all CLAIMS related to, raised in, that could have been raised in, or arising out of the litigation captioned CASE NO. 1:12-cv-22339-CMA, IN THE U.S. DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA, ISLE OF DREAMS, LLC, Plaintiff, v. CITY OF NORTH BAY VILLAGE, Defendant.

This Release is made to compromise all CLAIMS and potential CLAIMS and to avoid expenses related to litigation. The second party denies any and all liability to first party and nothing in this Release shall be construed as an admission of wrongdoing by the second party.

First party acknowledges that it has entered into this Release voluntarily and based upon its own free will; that it understands fully all the terms of this Release; that it has been provided with sufficient and reasonable time to review this Release with the assistance of its attorney, Daniel R. Aaronson, Esq., and that it understands the terms, obligations, operation, and effect of this Release.

BD(61)

Settlement Agreement

EXHIBIT E

13D (63)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 1:12-cv-22339-CMA

ISLE OF DREAMS, LLC,

Plaintiff,

vs.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

JOINT MOTION FOR ABATEMENT PENDING SETTLEMENT

The parties, ISLE OF DREAMS, LLC ("Plaintiff"), and the CITY OF NORTH BAY VILLAGE ("City"), by and through their respective undersigned attorneys, hereby advise the Court that they have reached an agreement of this dispute the effectiveness of which is contingent upon a series of municipal actions which must occur at duly noticed public hearings. It is anticipated that it will take approximately six (6) months in order to conclude these hearings. As a result, the Parties jointly request that the abate this matter in order for the Parties to perform their respective settlement obligations.

WHEREFORE, the parties ISLE OF DREAMS, LLC and CITY OF NORTH BAY VILLAGE, respectfully request the entry of the proposed Agreed Order attached as Exhibit "B" which will hold this matter in abeyance for until _____ and requires the parties to provide the Court with a status report on or before that date.

13D(64)

Settlement Agreement

EXHIBIT E

BD (65)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 1:12-cv-22339-CMA

ISLE OF DREAMS, LLC,

Plaintiff,

vs.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

AGREED ORDER GRANTING ABATEMENT

THIS CAUSE comes before the Court upon the joint motion by the Plaintiff ISLE OF DREAMS, LLC ("Plaintiff") and the Defendant CITY OF NORTH BAY VILLAGE ("City") to abate the matter for six (6) months until ____ in order for the Parties to perform certain contingent obligations of a Settlement Agreement. Being fully advised, it is

ORDERED AND ADJUDGED, that the Motion To Abate Pending Settlement is hereby **GRANTED**. The Parties are directed to provide the Court with a status report within six (6) months of the date of this Order.

DONE and ORDERED in Chambers at Miami, Florida this ____ Day of ____, 2014.

13D(66)

RECOMMENDATION MEMORANDUM

DATE: November 4, 2013

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

FROM: Kathy Mehaffey, Village Attorney's Office
Jeff Hochman, Special Litigation Counsel

SUBJECT: Isle of Dreams Development Agreement

RECOMMENDATION

It is recommended that the Village Commission conduct a public hearing and approve on first hearing and reading, the attached Ordinance and Development Agreement.

BACKGROUND

In 2011 Isle of Dreams, LLC ("Isle of Dreams") filed an application with the City for approval of a site plan and an adult entertainment conditional use permit. In the middle of that process Isle of Dreams filed suit challenging the constitutionality of the Village's adult use regulations. In June, 2012, the Village won that case on a Motion to Dismiss. Subsequently, Isle of Dreams filed a second suit in Federal Court, styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA (the "Litigation"). The suit has been temporarily held in abeyance by the Court as the parties have attempted to negotiate settlement in an attempt to avoid the costs of litigation.

The attached Development Agreement proposes terms for development on the Isle of Dreams property located at 1415 N.E. Kennedy Causeway, in an effort to settle the Litigation. The development proposed is consistent with the Village's zoning requirements. The proposed terms of the Development Agreement have been laid out in the table on pages 3 and 4 of this memorandum, identifying the location in the proposed Agreement and any relevant zoning code sections. If approved on first reading, the Development Agreement would be noticed for second reading and public hearing on December 10, 2013.

The proposed Development Agreement in conjunction with the Settlement Agreement will resolve the pending claims asserted by Isle of Dreams, avoid the expense and delay of continued lengthy litigation and associated costs. Upon approval of the Development and Settlement Agreements, the parties will initiate their obligations leading to the appropriate dismissal of claims, with each party bearing its own costs and attorney's fees.

BUDGET IMPACT

Approval of the Development Agreement will lead to the settlement of the Litigation avoiding future legal fees and costs.

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Isle of Dreams Development Agreement Summary of Proposed Terms

Term/Issue	Agreement Reference	Agreement Provision	Zoning Code Reference
Term/Renewals	Par 4 & 12(d)	7 years, 2 – 2-year extension options	
Desired Development	Par 5	237 Multifamily units	CG
		50,000 sq.ft. retail/rest./service/ office	zoning/Mixed
		Accessory parking	Use – uses RM-70 for residential
		340 feet tall	152.032 – Bay View Overlay District
Current Codes		Development occurs under current codes throughout term of Agreement	
Concurrency	Par 6	IOD will connect to Village Hall Pump Station. Will pay to run the connection (with proportionate share payback) or if already installed, pay proportionate share of cost.	
Demolition of Existing Building	Par 7	Upon demo permit, development approvals, and relocation of towers.	
Dedications	Par 8	Includes Baywalk	
Approvals Required	Par 11	Site Plan	152.105(c)(9)/2.7.3(2)
		Conditional Use (mixed use)	152.030(C)(3)
		Height bonus approval	152.029(C)(8)
		Overlay height approval	152.032
Bonus Approvals	11(a)(iii) & 12(b)	Height bonuses. Density Bonus may also apply if the majority of units are 2 or 3 bedroom units in which case, the Code limits density below the 70 units per acre and density bonus can be used up to 70 units per acre. (2 bedrooms are limited to 63.6 u/a and 3 bedrooms to 58.1 u/a). Maximum density purchase is 11 units. Under no circumstances will total site density exceed 70 units per acre – total of 237 units.	152.029(C)(3) 152.029(C)(8)(H)
Fees	Par 12(a)	All Impact Fees, application fees, and cost recovery deposits paid up front as required by Code.	152.110

Height Bonus Payments	Par 12(b)	Payment of \$800,000, remaining fees waived ((total fees required – \$1,599,750 height and up to \$440,000 density) Based on 237 units. Use of funds, proportionately as required under the Code, for Causeway beautification, boardwalk, Island entrances, art in public places, inland Island trees, and sidewalk enhancements.	152.029(C)(8) – height bonus summary - \$750/10 feet of height/unit 152.029(C)(8)(H) – density bonus - \$40,000 per unit.
Time of Development – i.e. reinstatement of credited Bonus fees	12(c)	<ul style="list-style-type: none"> • Begin Towers relocation – 4 years • Complete Tower relocation – 5 years • Apply for Bldg Permits – 1 years after removal of Towers • Final CO – term (7 to 11 years) • Apply for development approvals – 1 year 	
Timely Processing	Par 22	60 days for each step. If IOD revises substantially, 60 days starts over	
Development Studies	Par 23	Will update current studies (updated usage numbers/counts and data to reflect current project)	
Scrivener's Errors	Par 25	Village Manager can review & approve	
Successors	Par 28	Agreement is transferrable	
Termination	Par 35	If default not cured or cure plan not developed	
Default by Village	Par 35(a)	If requested approvals are not timely granted (Site Plan, Special Use, Height Bonus, Bay View Overlay Height) or are denied.	
Impact of Village Default	Par 35(a)	Termination of Development Agreement and reinstatement of litigation.	
Default by IOD	Par 35(b)	IOD fails to pay Cost Recovery balance w/in 60 days or fails to dismiss litigation	
Impact of IOD Default	Par 35(b)	Termination of Development Agreement and Dismissal and waiver of case and claims	
Cure	Par 35(c)	15 days to cure or create cure plan	
Legal Fees	Par 36	IOD will pay costs to defend challenge to Agreement or approvals	

ORDINANCE NO. 2013-_____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN ISLE OF DREAMS, LLC AND NORTH BAY VILLAGE; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR AND VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ISLE OF DREAMS, LLC, ("Isle of Dreams") owns land generally located at 1415 N.E. Kennedy Causeway, North Bay Village, Florida (the "Property"); and

WHEREAS, the Property is currently improved with an unoccupied office building, an AM radio tower and a surface parking lot. A separate but related radio tower is located on the property immediately to the west of the Subject Property (both collectively, the "Towers");

WHEREAS, the Isle of Dreams desires to submit an application and site plan to the Village in order to develop the Subject Property with a mixed use commercial and multi-family residential project, consisting of 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the "Project");

WHEREAS, both the Village and Isle of Dreams wish to allow for the re-development of the Subject Property in accordance with the Village's land development regulations;

WHEREAS, the Village finds that the redevelopment of the Subject Property with the Project is consistent with the Goals, Policies and Objectives of the Village's Comprehensive Plan;

WHEREAS, this Development Agreement is entered into in accordance with the Florida Local Government Development Agreement Act (the "Act"), section 163.3220-163.3243, Fla. Stat. (2012); and

WHEREAS, the Town has considered a development agreement with Isle of Dreams (the "Development Agreement") at two (2) public hearings, in compliance with Section 163.3225 of the Florida Local Government Development Agreement Act; and

WHEREAS, this Development Agreement is consistent with Town's Comprehensive Plan and land development regulations; and

WHEREAS, the Village has determined that it is in the public interest to address the issues covered by this Agreement in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Village, while allowing Isle of Dreams to proceed in the development of the Property in accordance with existing laws and policies, subject to the terms hereof; and

WHEREAS, the Village Commission finds that it is in the best interest of the Village to approve the Development Agreement between the Town and Isle of Dreams.

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

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

Section 2. Approval of Development Agreement. The Development Agreement between Isle of Dreams, LLC and North Bay Village, attached as Exhibit "A," together with such

non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Town Officials. The Village Manager and Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement on behalf of the Village.

Section 4. Execution of Agreement. The Mayor and Village Manager are authorized to execute the Agreement on behalf of the Village.

Section 5. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

Section 6. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date. This Ordinance shall take effect immediately upon its enactment.

A motion to approve the foregoing Ordinance on first reading on _____, 2013 was offered by _____, seconded by _____.

The Votes were as follows:

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

13E(7)

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this _____ day of _____ 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

13E(8)

**NORTH BAY VILLAGE
DEVELOPMENT AGREEMENT
WITH
ISLE OF DREAMS, LLC**

THIS DEVELOPMENT AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between NORTH BAY VILLAGE, a Florida municipal corporation ("Village") and ISLE OF DREAMS, LLC, ("Isle of Dreams")(collectively, "Parties").

RECITALS

WHEREAS, Isle of Dreams is the owner of the real property located within the Village, which is more particularly shown and legally described in the map and legal description attached hereto as Exhibit A ("Subject Property");

WHEREAS, the Subject Property is currently improved with an unoccupied office building, an AM radio tower and a surface parking lot. A separate but related radio tower is located on the property immediately to the west of the Subject Property (both collectively, the "Towers");

WHEREAS, the Isle of Dreams desires to submit an application and site plan to the Village in order to develop the Subject Property with a mixed use commercial and multi-family residential project, consisting of 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the "Project");

WHEREAS, both the Village and Isle of Dreams wish to allow for the redevelopment of the Subject Property in accordance with the Village's land development regulations;

WHEREAS, the Village finds that the redevelopment of the Subject Property with the Project is consistent with the Goals, Policies and Objectives of the Village's Comprehensive Plan;

WHEREAS, this Development Agreement is entered into in accordance with the Florida Local Government Development Agreement Act (the "Act"), section 163.3220-163.3243, Fla. Stat. (2012); and

WHEREAS, the Village Commission (the "Commission") gave notice in accordance with the requirements of the Florida Statutes and conducted two

13 E(9)

public hearings pursuant to notice required in section 163.3225(2)(b) Fla. Stat. (2012) with regard to this Development Agreement;

NOW THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. **Recitals.**

The above recitals are true and correct, deemed to be findings, and are incorporated herein and made a material part hereof.

2. **Statement of Intent.**

With the adoption of the Act the Florida Legislature expressly recognized that “the lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.” § 163.3220(2)(a), Florida Statutes.

Given Isle of Dreams’ desire to develop the Project on the Subject Property and, in light of the Parties desire to avoid the continued and substantial costs, risks, and uncertainties caused by the litigation styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA, (the “Litigation”), the parties enter into this Development Agreement.

3. **Defined Terms.**

Unless the specific context indicates otherwise, all definitions set forth within Florida’s Community Planning Act – including the Florida Local Government Development Agreement Act -- shall be adopted and included herein. The following terms as used herein shall have the following meanings:

Comprehensive Plan. The plan adopted by the Village in accordance with the Community Planning Act of the State of Florida, effective on the date of this Agreement.

Height. The phrase “Height” shall have the meaning assigned to it in the Village’s zoning ordinance on the date of this Development Agreement.

Concurrency. The term concurrency shall be defined in accordance with the Village's Zoning Ordinance, Consolidated Land Development Regulations, and comprehensive plan.

Project. The phrase the "Project" shall refer to the development of the Subject Property with a development program in substantial compliance with the heights, densities, and intensities of use illustrated in the concept plan attached hereto as Exhibit B.

4. Term.

This Development Agreement shall have a term of seven (7) years after the Effective Date of this Development Agreement, unless the Agreement is earlier terminated or extended pursuant to the provisions of this Development Agreement. This Development Agreement may be extended for up to two (2) consecutive extension periods ("Extension Period"). Each Extension Period shall be two (2) years in length. This Development Agreement may only be extended in writing upon the mutual, written consent of the parties and in accordance with the Act.

5. Development Program.

Isle of Dreams proposes to develop the Project on the Subject Property. In accordance with Section 163.3227(1)(c), the heights, densities, and intensities of use for the Project are summarized below. The parties recognize that the Project is conceptual at this stage and its design is likely to be amended and revised during the course of the public review and approval process. It is expressly recognized that the Project shall be developed to include the following:

- (a) **Use:**
 - (i) 237 multifamily residential units;
 - (ii) 50,000 square feet of retail, restaurant, service, or office uses; and
 - (iii) accessory parking structures.
- (b) **Maximum Building Height.** 340 feet.

6. Public Facilities.

The Village finds that there are no new public facilities that are needed to service the Project. Pursuant to Section 4.2 of the Village's Consolidated Land Development Regulations, the Village has made the affirmative concurrency finding that all public services and facilities necessary to serve prior proposals met or exceeded the established level of service standards. Furthermore, the Village agrees that upon a finding of concurrency for the Project upon its approval, thereafter, during the term of this Development Agreement, it shall provide and reserve concurrency-related public facility capacity, within the limits of the Village's authority, to serve the density and intensity proposed in the Project. This reservation of capacity shall include the following facilities: roadways, water and sewer, and parks. The reservation of capacity established by this Development Agreement relates to the maximum potential capacity reserved only to meet the needs of the Project herein defined. The actual reservation of capacity shall be established by the actual development order entitlements and permits – if any – that are actually approved for the Project on the Subject Property. The following additional terms and conditions shall apply with respect to the reservation of concurrency described herein.

(a) In exchange for the reservation of wastewater/sewer capacity provided by this paragraph 6, IOD shall be required to connect to the Village's wastewater collection system at an Village designated, proximate location ("Proposed Connection Point"). It is anticipated that the Proposed Connection Point shall be such that IOD's effluent enters the Village's system on the 79th Street Causeway through an existing westbound Force Main ("Existing Force Main") to travel directly to the Village Hall Pump Station.

(b) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

(c) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

(d) If IOD performs and transfers the Force Main Improvements consistent with subparagraph 6(C) above, then the City shall

forthwith establish a proportionate share program for those portions of the Force Main Improvements constructed by IOD. Proceeds from this program shall be disbursed to IOD as reimbursements to repay the cost of the Existing Force Main Improvements, less IOD's proportionate share.

(e) The Village shall not reserve capacity for the Project for any effluent that travels to and through the Hispanola Pump Station.

7. **Demolition of Existing Building.**

Isle of Dreams shall demolish the existing building on the Subject Property upon its receipt of: (a) a demolition permit from the Village; (b) the approvals identified in paragraph 11(a); and (c) the relocation of the radio towers.

8. **No Reservation or Dedication.**

Other than an easement for a public baywalk as required by Section 152 of the Village Code, no new reservation or dedication of land is necessary for public purposes in connection with the Project referenced in Paragraph 5, except as may be required for utility easements to serve the Project or relocation of current utilities if needed to accommodate the Project.

9. **No Additional Restrictions or Conditions.**

In light of the express provisions of this Development Agreement, the Parties currently believe no new terms, conditions, restrictions, or other requirements are necessary to assure the public health, safety, and welfare of the citizens of the Village.

10. **Consistency with Comprehensive Plan.**

The Village finds that the Project is consistent with the Village's comprehensive plan.

11. **Approvals.**

(a) The Development Program for the Project identified in Paragraph 5 will necessitate the Village's review and approval of the following applications:

- (i) a site plan review application for a "major development" pursuant to Section 2.7.3(2) of the Village's Consolidated Land Development Regulations;
- (ii) conditional use to permit a mixed-use multifamily development in the General Commercial ("CG") zone as provided in Section 152.030(C) of the Village's Zoning Ordinance;
- (iii) approval of height and density bonuses pursuant to Section 152.029 of the Village's Zoning Regulations;
- (iv) the additional height bonuses available under the Village's Bayview Overlay District regulations;

(b) The development will also require the approval of the Miami-Dade County Shoreline Development Review Committee.

(c) The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve Isle of Dreams of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(d) In addition, it is anticipated additional local permits will be necessary during the term of this Development Agreement as are normal and customary for the land development including, but not limited to, building permits, wastewater collection system permits, roadway improvement permits, tree removal permits, water distribution permits, subdivision requirements, if applicable and surface water management permits, if applicable.

12. Impact Fees, Special Assessments and Other Municipal Fees.

(a) Nothing in this Development Agreement shall relieve Isle of Dreams from the obligation to pay impact fees, special assessments, building permit fees, and application fees and cost recovery deposits, except as may be modified by separate agreement.

(b) Notwithstanding the foregoing, as part of the settlement of the Litigation addressed in this Agreement and in consideration for the costs, expense, difficulty and great public benefit conferred by the relocation of the Towers outside of the Village by Isle of Dreams, the Village agrees to credit A portion of those fees that attach to the potential height and density bonuses under the Height Bonus Section in Section 152.029 (c) (8) and the Village's Bayview Overlay District regulations. As part of this Agreement, and in consideration for the bonuses mentioned in the immediately preceding sentence, Isle of Dreams agrees to pay a total, aggregated bonus payment in the amount of \$800,000 upon the issuance of the principal construction building permit that authorizes the construction of the Project as follows: (1) \$400,000 payable together with the building permit application fee; and (2) \$400,000 at issuance of a building permit. The bonus payments shall be allocated as follows, in the order listed:

- (i) \$177,778 to the Causeway Beautification fund for use as provided in Section 152.029(8)(A) of the Village Code;
- (ii) \$177,778 to the Boardwalk Fund for use as provided in Section 152.029(8)(B) of the Village Code;
- (iii) \$177,778 to the Island Entrance Remodeling Fund for use as provided in Section 152.029(8)(C), of the Village code;
- (iv) \$88,888 to the Art in Public Places Fund for use as provided in Section 152.029(8)(D), of the Village code;
- (v) \$88,889 for the planting of trees for the interior Island streets as provided in Section 152.029(8)(E), of the Village code;
- (vi) \$88,889 to the Sidewalk Enhancement Fund for use as provided in Section 152.029(8)(F), of the Village code;
- (vii) All Bonus fees for Density pursuant to Section 152.029(8)(H), are waived in their entirety.

(c) All fees credited under this section shall be reinstated if:

- (i) IOD does not commence to relocate the towers within four (4) years of the Village's final, non-appealable approval of the Project. Commencement shall be evidenced

by a real estate contract for purchase of relocation property;

- (ii) The Towers are not removed within five (5) years of the Village's final, non-appealable approval of the Project;
- (iii) Isle of Dreams does not apply for building permits for the construction of the Project within one (1) year of the removal of the Towers;
- (iv) Isle of Dreams does not receive a final Certificate of Occupancy for its entire development within the term of this Agreement.
- (v) Isle of Dreams does not submit complete applications seeking the approvals identified in sub-paragraph 11(a) within (1) year from the execution of this Development Agreement.

(d) The timeframes set forth within paragraph 12(c) above, shall be automatically tolled in the event that a third-party initiates litigation, administrative challenge(s), or other similar challenges concerning the Project, this Development Agreement, matters related to relocation of the towers, or the use and development of the Property. Such tolling shall not serve to extend the term of this Development Agreement but it is the understanding of the parties that delay caused by litigation related solely to the Project may be considered as good cause for the extension of the term of this Agreement in accordance with the provisions of paragraph 4.

13. Conflicts And Amendment of Prior Ordinances.

In the event of conflicts between the terms of this Development Agreement and a previously imposed condition of development approval, the Village's Zoning Ordinance and/or Consolidated Land Development Regulations, the provisions of this Agreement shall control.

14. Venue and Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement, the Parties hereto do acknowledge, consent, and agree that venue is exclusively in Miami-Dade County, Florida.

(b) Any civil action or legal proceeding arising out of or relating to this Development Agreement shall be brought exclusively in the 11th Judicial Circuit in and for Miami-Dade County, Florida. Each party irrevocably consents to the personal jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

15. Estoppel Certificates.

The Village and Isle of Dreams shall at any time and from time to time, upon not less than twenty (20) days prior notice by another party hereto, execute, acknowledge and deliver to the other party, a statement in recordable form certifying that this Development Agreement has not been modified and is in full force and effect (or if there have been modifications that the said Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor any other party is then in default hereof (or if another party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in Subject Property, if any, of any party to this Agreement.

16. Complete Agreement; Amendments.

(a) This Development Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof with respect to the matters expressly set forth herein, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral.

(b) Any provision of this Development Agreement shall be read and be applied in *pari materia* with all other provisions hereof.

(c) This Development Agreement may be only be amended by written amendment signed by the Village and Isle of Dreams, subject to compliance with the procedural requirements for the initial approval of this Agreement pursuant to the Act, section 163.3220-163.3243, Fla. Stat. (2009) and pursuant to the provisions of Chapter 152 and Section 2.3 of the Village's consolidated land development regulations.

17. Captions.

The article and section headings and captions of this Development Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

18. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Development Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the Village, it shall be postponed to the next business day.

19. Exhibits.

Each Exhibit referred to and attached to this Development Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement and incorporated herein.

20. Public Purpose.

The Village and Isle of Dreams acknowledge and agree that this Development Agreement satisfies, fulfills and is pursuant to and for a public and municipal purpose and is in the public interest, and is a proper exercise of the Village's power and authority.

21. No General Obligation.

In no event shall any obligation of the Village under this Development Agreement be or constitute a general obligation or indebtedness of the Village, a pledge of the ad valorem taxing power of the Village, the lending of credit, or a

general obligation or indebtedness of the Village within the meaning of the Constitution of the State of Florida or any other applicable laws.

22. **Agreement to Timely Process Applications.** The Village agrees to timely set for public hearing each complete application for the development approval of the Project that it receives. The Village likewise agrees to timely complete its review of each development application.

- (a) **Planning and Zoning Board.** Matters requiring a hearing before the Planning and Zoning Board shall be set for hearing before that board – and that Board shall conduct its public hearing – within sixty (60) days of the Village’s receipt of a complete application.
- (b) **Commission.** Matters requiring a hearing before the Commission shall be set for hearing before the Commission – and shall conduct its first public hearing – within: (i) sixty (60) days of the Planning and Zoning Board’s action; or, for matters that do not require Planning and Zoning Board action; (ii) sixty (60) days of the Village’s receipt of a complete application.
- (c) The timeframes set forth within this paragraph are dependent upon Isle of Dreams’ submittal of complete applications in substantial compliance with the Project and the entitlements contemplated by this Agreement. In the event that Isle of Dreams does not submit substantially complete application materials or, if Isle of Dreams undertakes substantive revisions to the Project so that result in a substantial deviation from the previously submitted plans, then the applicable review time shall be extended sixty (60) days.

23. **Developmental Studies and Reports.**

The Village recognizes and acknowledges that it has previously received all development studies and reports required by Section 2.7.3 of the Village’s Consolidated Land Development Regulations for prior applications to develop the Subject Property. The Village finds that these reports and studies need only be updated for purposes of reflecting current conditions, current levels of service, and the current Project. For purposes of clarifying the provisions of this

paragraph, it is not the intention of this Development Agreement to require Isle of Dreams to commission and submit new studies. Instead, it is the purpose of this paragraph to allow Isle of Dreams to supplement those studies to reflect existing conditions and the proposed Project.

24. Preservation of Rights.

The Village and Isle of Dreams further acknowledge and agree that the development of the Subject Property with the Project will require the Village, its boards, departments and agencies, acting in their government capacities, to consider governmental action as set forth herein. The Village and Isle of Dreams acknowledge and agree that all such actions undertaken by the Village shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and Village ordinances or regulations. Nothing in the Agreement, or the Village or Isle of Dreams' acts or omissions in connection herewith, shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the Village in the discharge of its police or governmental power, expressly including, without limitation, the zoning power.

25. Scrivener's Errors; Survey Corrections.

In the event that the Parties identify scrivener's errors contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, the Parties agree that amendments to this Agreement that are required due to such inaccuracies, which do not change the substance of this Agreement, may be made and incorporated herein. The Village Manager is authorized to approve such scrivener's errors on behalf of the Village, and is authorized to execute any required instruments, to make and incorporate such amendment to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

26. Notices.

The parties designate the following persons as representatives to receive any notices with regard to this Development Agreement:

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

With a copy to: Nina Boniske, Esq.

Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske
2525 Ponce de Leon Blvd., Suite 700
Coral Gables FL 33134

Isle of Dreams: Scott Greenwald
Managing Member
Isle of Dreams, LLC
7301 SW 57 Court, Suite 565
South Miami, FL 33143

With a copy to: Graham Penn, Esq.
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131

Mailing of written notice by means of U.S. Postal Service, certified, return receipt, shall constitute prima facie evidence of delivery.

27. Recording of Development Agreement.

The Village shall, within fourteen (14) days of the approval of this Development Agreement, record the Agreement with the Clerk of the Court of Miami-Dade County.

28. Successors in Interest.

The obligations and benefits of this Development Agreement shall inure to all successors in interests to the parties to this Agreement.

29. Effective Date.

The Development Agreement shall become effective: (i) when it is signed by the authorized agent of each party; (ii) it is approved by the Village in accordance with applicable law; and, (iii) it is recorded.

30. Annual Review.

Isle of Dreams shall submit an annual report to the Village documenting its good faith compliance with the requirements of this Development Agreement

at least thirty (30) days prior to the anniversary of the Effective Date of the Development Agreement.

31. Force Majeure.

In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery, any interruption of utilities, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure", financial inability to perform hereby expressly excluded) such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

32. No Third Party Beneficiaries.

Nothing in this Development Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators, executors, other legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person's legal standing or any right of subrogation or action over or against any party to this Agreement.

33. Time is of the Essence.

Subject to paragraph 12(d), time is of the essence for each and every provision of this Development Agreement.

34. Relationship of the Parties.

The parties hereto acknowledge that they are separate and independent parties and nothing contained herein shall be deemed to create a joint venture, association, partnership, agency, or employment relationship between the two. Neither party shall have the power to act in the name of, on behalf of, or incur obligations binding upon the other party. Neither party shall acquire an interest in the business or operations of the other by virtue of this Agreement.

35. Default, Cure, Termination.

(a) **Default by the Village.** The occurrence of any of the following shall constitute an event of default ("Event of Village Default") under this Agreement.

- (i) The Village's failure to take final action approving the development of the Project on the Subject Property in accordance with the time frames set forth within paragraph 22.
- (ii) The Village's failure to render a final, appealable development order authorizing the development of the Project on the Subject Property in accordance with the time frames set forth within paragraph 22;
- (iii) For purposes of this section, the development approvals necessary to construct the Project are non-severable. For purposes of clarifying the immediately preceding sentence, each and every aspect of the Project must be approved in accordance with the time frames expressed herein and the failure to do so shall constitute an Event of Village Default. If it is determined that Isle of Dreams requires a variance or variances to build the Project, the non-granting of that variance shall not be deemed to be an Event of Village Default.
- (iv) The attachment of any material conditions to the entitlements described in subparagraphs (i) and (ii) above that frustrates or limits the

ability to develop the Subject Property in substantial compliance with the density and intensity and height of the Project.

An uncured Event of Village Default shall result in the termination of this Development Agreement (and the companion Settlement Agreement) and the reinstatement of the Litigation and the Parties agree to execute those papers to necessary enable the return of the parties to their prior positions in the Litigation.

(b) **Default by Isle of Dreams.** The occurrence of any of the following shall constitute an event of default ("Event of Isle of Dreams Default") under this Agreement.

- (i) The failure of Isle of Dreams to pay all Cost Recovery balances due within sixty (60) days of the Village Commission's final action on the Project applications.
- (ii) The failure of Isle of Dreams to dismiss – at the time agreed upon in the Settlement Agreement – the Litigation.
- (iii) The failure of Isle of Dreams to submit complete applications seeking the approvals identified in paragraph 11(a) of this Development Agreement within one (1) year of the execution of this Development Agreement

An uncured Event of Isle of Dreams Default, pursuant to Default (i) above shall result in the termination of this Agreement.

In the Event of Isle of Dreams Default, pursuant to Default (ii) or (iii) above, Isle of Dreams shall file a Stipulation with Prejudice and Final Order of the Litigation in substantially the form attached hereto as Exhibit C and shall execute the General Release and Waiver of Claims attached hereto as Exhibit D.

(c) **Notice.** Written Notice of Default shall be given in the manner provided for in paragraph 26.

(d) **Cure.** The parties shall each have fifteen (15) days after receipt of written notice of an Event of Default in order to cure the default ("Cure Period") or develop a cure plan as described below. The Cure Period may be extended only by the written consent of the parties. If either party is unable to cure an Event of Default during the Cure Period, the party may elect to submit a cure plan and a timeline for implementing the cure (the "Cure Plan"). If the Cure Plan is acceptable to the other party the defaulting party may implement the Cure Plan according to its terms in a timely fashion. Except for the provisions of 12(c), the pursuit of a Cure Plan shall toll all other obligations arising under this Development Agreement.

(e) **Termination.** An Event of Default by either party that is not cured during the Cure Period or by Cure Plan shall result in the termination of this Development Agreement. Upon termination, the terminating party shall record a notice of termination within ten (10) days of termination, with the Clerk of the Court of Miami-Dade County.

36. Further Assurances.

The parties agree to execute and deliver from time to time such documents, and to perform all actions that may be necessary effectively and completely carry out the intended effect of this Development Agreement including but not limited to defending the Agreement from legal or administrative challenge. On this point, Isle of Dreams agrees to cooperate with and fund the cost of defending any challenge to this Agreement by any third parties, including reasonable attorney's fees and costs incurred by the Village for independent outside counsel if necessary. **It is specifically agreed that the Village shall remain in control of all aspects of its defense regardless of the financing of the litigation.**

37. Applicable Laws and Construction.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Development Agreement. The language used in this Development Agreement will be deemed to be the language chosen by all of the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement has been negotiated by the Village and Isle of Dreams, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the Village or by Isle of Dreams, but by all equally. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated

thereunder, unless the context requires otherwise. In accordance with Section 163.3223, the Villages Codes, Ordinances, and Comprehensive Plan in existence as of the date of this Agreement shall govern the development of the Project for the term of the Agreement.

38. Jury Waiver.

With respect to any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns or relates to this Development Agreement, any transactions contemplated hereunder, the performance hereof or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right (statutory, constitutional, common law or otherwise) it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court as written evidence of the waiver of the other parties' right to trial by jury. No party has made or relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

39. Termination.

This Development Agreement shall terminate following the 7th anniversary of its Effective Date unless it terminates earlier in accordance with paragraph 35 above or is extended in accordance with paragraph 4.

{Balance of Page Intentionally Left Blank}

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Development Agreement by their duly authorized officials as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Print Name: _____

Its: _____

Witness

By: _____

Print Name: _____

Its: _____

Approved by the Village Commission on _____, 2013, with the adoption of Ordinance _____.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ATTEST:

BY: _____
Village Attorney

13E(27)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of ___, 2013, by _____, the _____ of the **ISLE OF DREAMS**, who is _____ personally known to me, or who has produced _____ as identification who ___ did/ ___ not take an oath.

Notary Seal

Notary Public, State of Florida
Print Name: _____

Date: _____

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of ___, 2013, by _____, the _____ of the **Village**, who is _____ personally known to me, or who has produced _____ as identification who ___ did/ ___ not take an oath.

Notary Seal

Notary Public, State of Florida
Print Name: _____

Date: _____

My Commission Expires: _____

EXHIBITS

Exhibit A: Subject Property

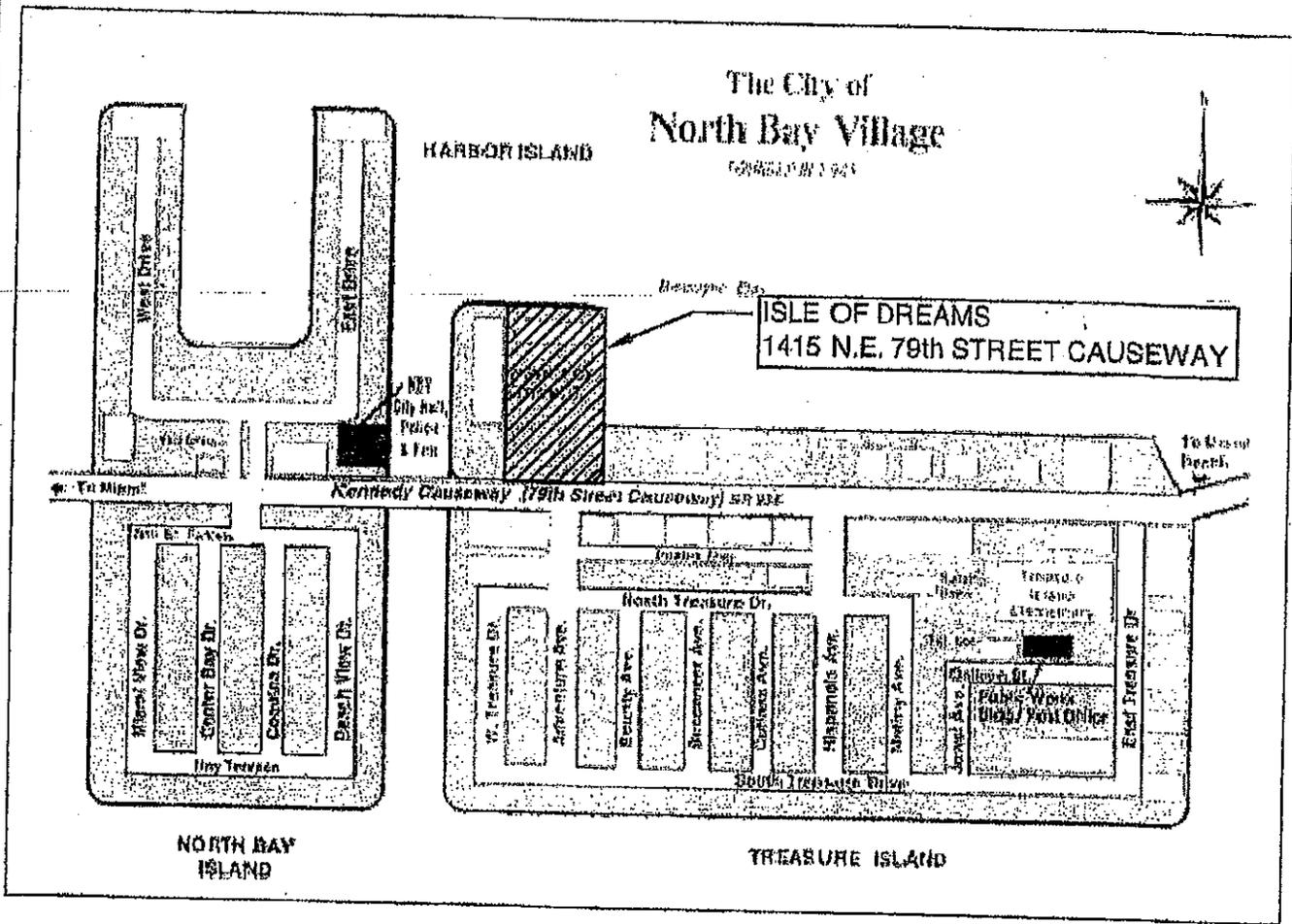
Exhibit B: Concept Plan

Exhibit C: Stipulation for Dismissal with Prejudice and Final Order of the Litigation

Exhibit D: General Release and Waiver of Claims

EXHIBIT A

13E(30)



Kimley-Horn and Associates, Inc.

1691 Michigan Ave
Suite 400
Miami Beach, Florida 33139
Phone: 305-673-2025
Fax: 305-673-4882

SITE LOCATION MAP

13E(31)

Exhibit "A"

Commence at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida; thence run North 88°41'24" East along the centerline of the highway right of way of the Northeast Seventy-ninth Street Causeway according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida, for a distance of 1560 feet to a point thence run North 1°37'08" West for a distance of 50 feet to a point on the North right of way line of the said Northeast Seventy-Ninth Street Causeway; thence continue North 1°37'08" West for a distance of 605 feet to a point; thence run North 88°41'24" East for a distance of 156 feet to a point (which is the POINT OF BEGINNING of a parcel of land herein described); thence continue North 88°41'24" East for a distance of 244 feet to a point; thence run South 1°37'08" for a distance of 505 feet to a point; thence run South 9°41'50" West for a distance of 101.87 feet to a point on the North right of way line on the said Northeast Seventy-Ninth Street Causeway, thence run South 88°41'24" West along the North right of way line of said Northeast Seventy-Ninth Street Causeway for a distance of 224 feet to a point; thence run North 1°37'08" West for a distance of 605 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the intersection of the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, with the center line of the Northeast 79th Street Causeway as shown on Plat recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida; thence North 88°41'24" East, along the center line of the aforesaid Northeast 79th Street Causeway for a distance of 1,560.0 feet to a point; thence North 1°37'8" West for a distance of 50.00 feet to a point on the North right of way line of the said Northeast 79th Street Causeway; thence run North 88°41'24" East, along the North right of way line of the Northeast 79th Street Causeway for a distance of 380.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence continue North 88°41'24" East along the North right of way line of the said Northeast 79th Street Causeway for a distance of 20.00 feet to a point; thence North 1°37'8" West for a distance of 100.00 feet to a point; thence South 9°41'50" West for a distance of 101.87 feet to the POINT OF BEGINNING; the said parcel being a triangular tract of land shown on the sketch marked "Sketch to Accompany Legal Description to Parcels of Land in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida" prepared by M.B. Garris, Civil and Consulting Engineer, March 16, 1953, bearing notation: "NOTE: This sketch revised 10, Feb. 1954 correcting the Range designation from Range 41 to Range 42" which sketch appears in Deed Book 3926, Page 54.

TOGETHER WITH:

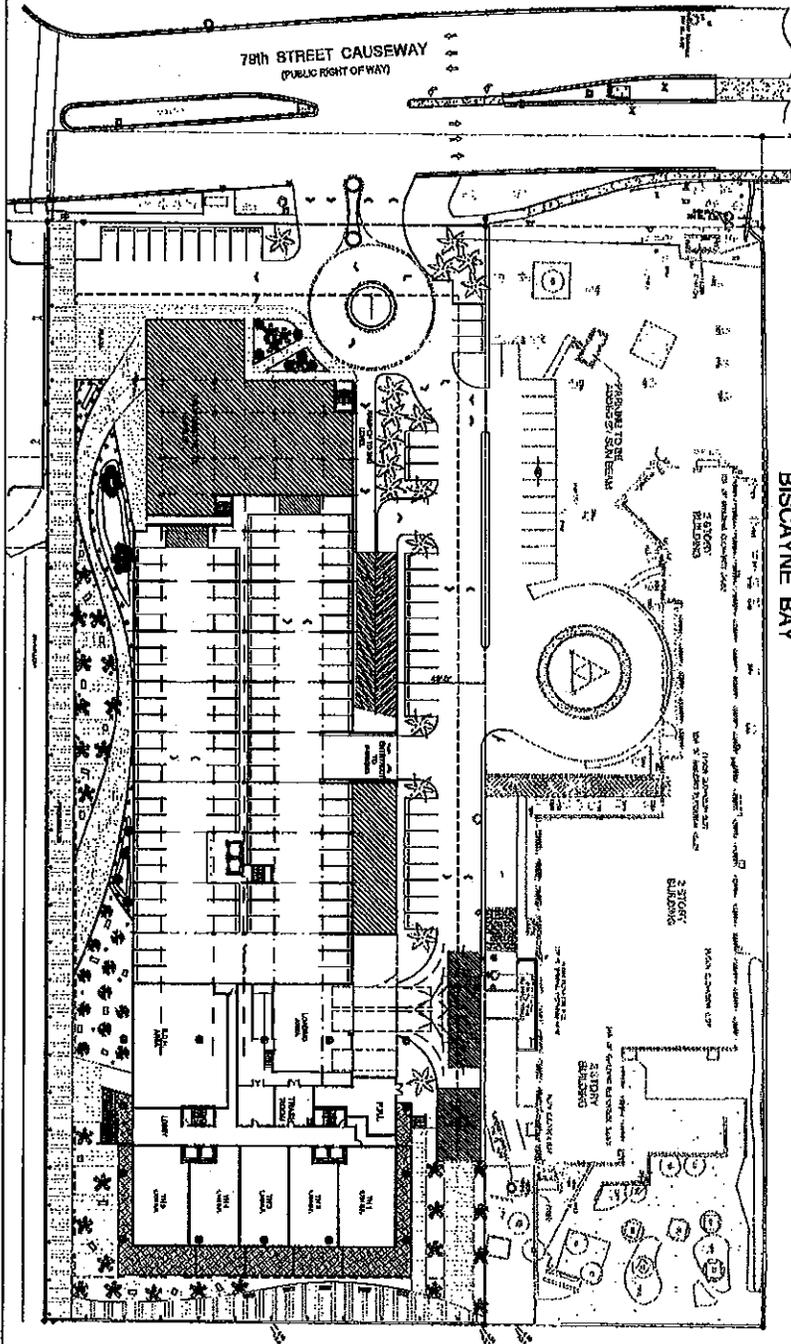
The easements and other rights described in that certain Agreement made between Biscayne Television Corporation, a Florida corporation and Sunbeam Television Corporation, a Florida corporation, dated the 18th day of December, 1962 and recorded December 19, 1962, in Official Records Book 3454, Page 213, of the Public Records of Miami-Dade County, Florida, on, over and under the following described property:

Commence at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida; thence run North 88°41'24" East, along the centerline of the highway right of way of the Northeast Seventy-Ninth Street Causeway, according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida, for a continued distance of 1560 feet to a point; thence run North 1°37'08" West for a distance of 50 feet to a point on the North right of way line of the said Northeast Seventy-Ninth Street Causeway and the POINT OF BEGINNING of the parcel of land herein described; thence continue North 1°37'08" West for a distance of 605 feet to a point; thence run North 88°41'24" East for a distance of 156 feet to a point; thence run South 1°37'08" East for a distance of 605 feet to a point on the North right of way line on the said Northeast Seventy-Ninth Street Causeway, thence run South 88°41'24" West along the North right of way line of said Northeast Seventy-Ninth Street Causeway for a distance of 156 feet to the POINT OF BEGINNING.

13E(32)

EXHIBIT B

13E(33)



BISCAYNE BAY

BISCAYNE BAY

DATE: 11/11/11
 DRAWN BY: KOB
 CHECKED BY: KOB
 AIA
 A3.00



ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 AIA A310 NCARB
 2011 Member in Good
 Standing
 15 BAYVIEW DRIVE
 NORTH BAY VILLAGE, FL 33151
 WWW.KOBKARP.COM

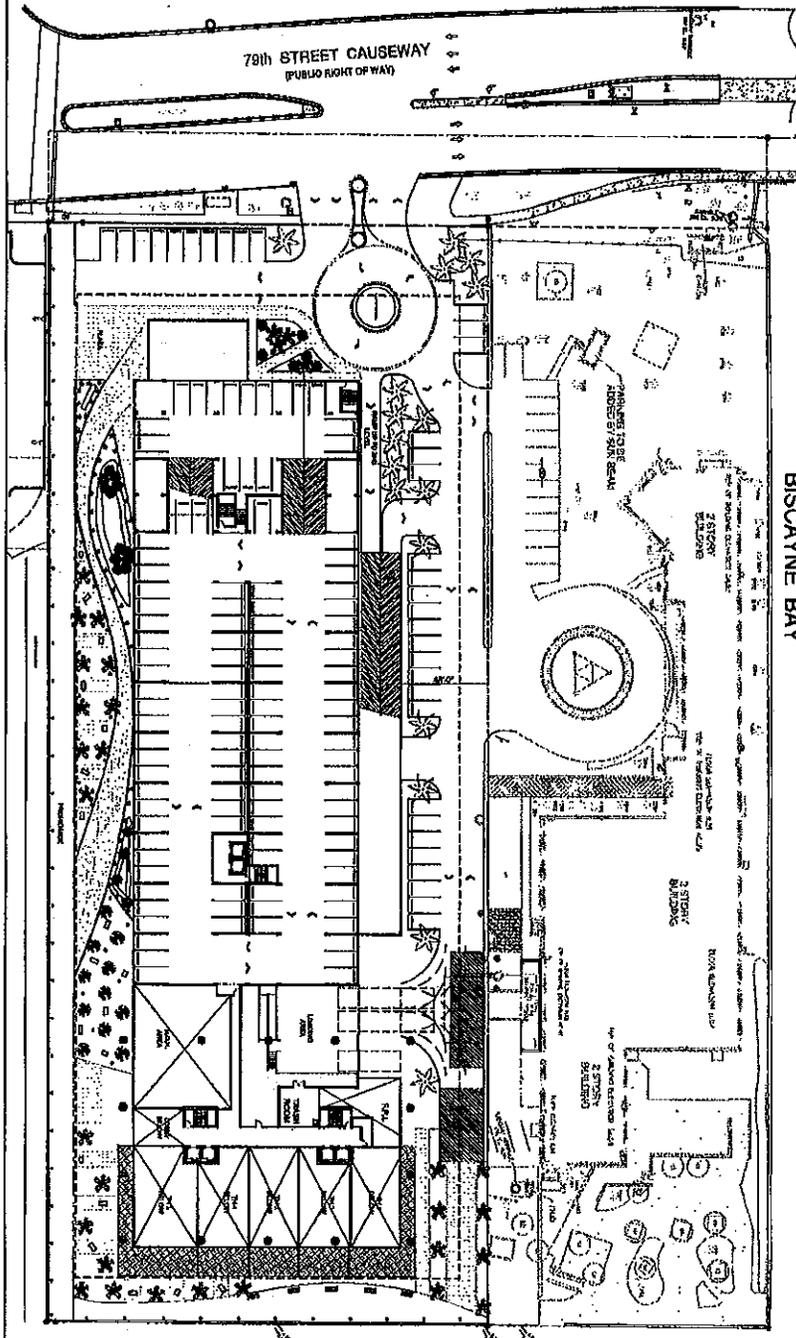
Lic. # AR0012578

...

ISLES OF DREAMS
 1415 NE 79TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FLORIDA
 GROUND LEVEL
 FLOOR PLAN

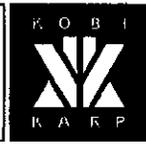
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13E (36)




 2ND LEVEL FLOOR PLAN
 SCALE: 1/8" = 1'-0"

DRAWN BY
 CHECKED BY
 DATE
 A3.01



ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 AIA ASD NCARB
 2813 Macgregor Boulevard
 Suite 200
 Miami Beach, FL 33133
 Tel: 305.671.1111
 Fax: 305.671.1111
 WWW.KOBKARP.COM

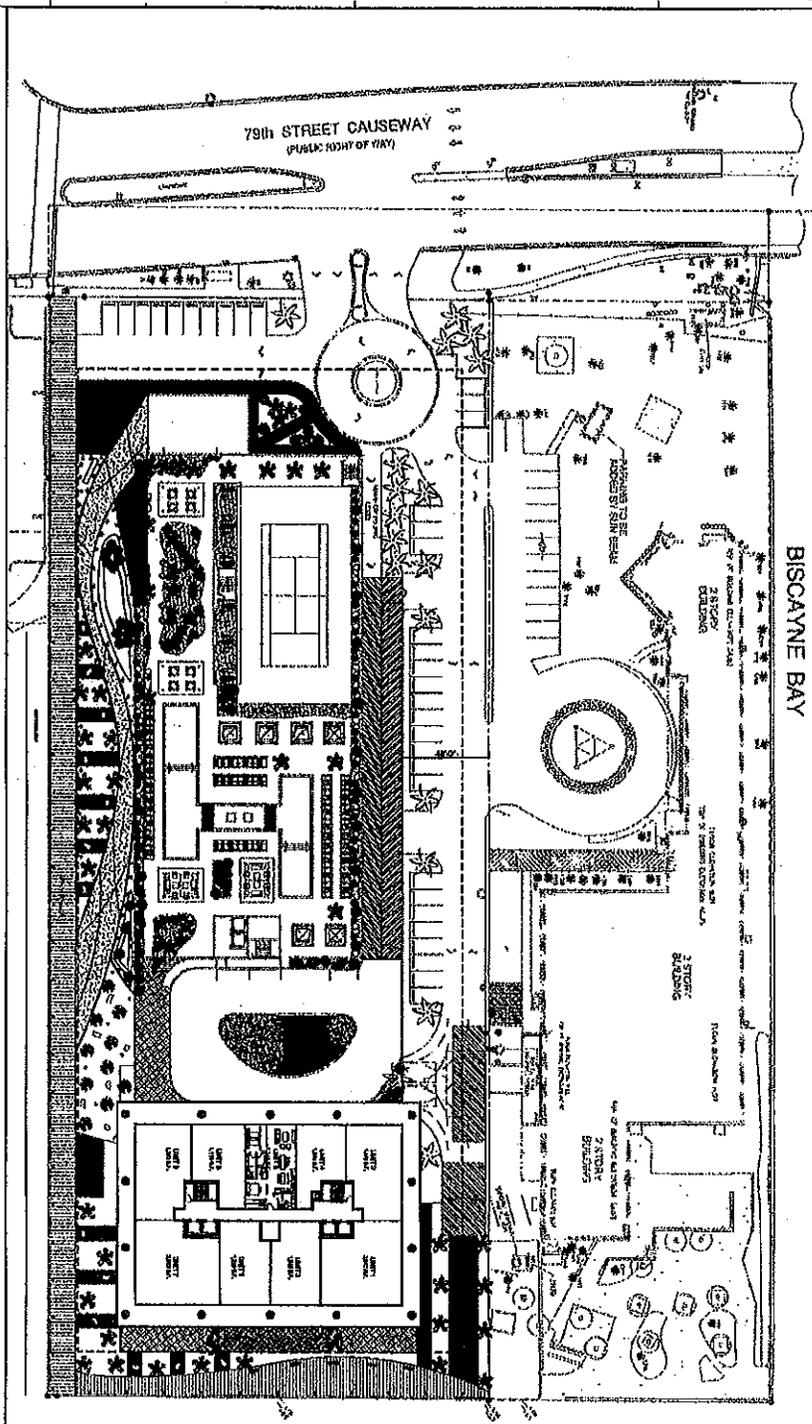
Lic. # AR9012478

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ISLES OF DREAMS
 1418 NE 76TH STREET CAUSEWAY
 NORTH BAY VILLAGE, FLORIDA
SECOND LEVEL
 FLOOR PLAN

 REVISIONS / SUBSTITUTIONS  FINISHES  MATERIALS  EQUIPMENT

13E(37)



8TH LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

AS.07



ARCHITECTURE
INTERIOR DESIGN
PLANNING
AA ASID NCARB
2518 Pine Street
Miami, Florida 33137
Tel: 305.375.1118
Fax: 305.375.1118
WWW.KOBIKARP.COM

Lic. # AP0018278

ISLES OF DREAMS
1412 NE 19TH STREET CAUSEWAY
NORTH VILLAGE, FLORIDA
TYP UNIT LEVEL
FLOOR PLAN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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13E(41)

EXHIBIT C

13E(42)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

STIPULATION FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the respective parties herein, that the claims of the Plaintiff, ISLE OF DREAMS, LLC, against the Defendant, CITY OF NORTH BAY VILLAGE, have been amicably resolved, and that the Plaintiff's claims in this matter against Defendant, shall be dismissed with prejudice, with the respective parties to bear their own costs and attorneys' fees as set forth in the Order attached as Exhibit "A."

DANIEL R. AARONSON, ESQ.
JAMES S. BENJAMIN, ESQ.
Attorneys for Plaintiff
One Financial Plaza, #1615
Fort Lauderdale, FL 33394
Telephone: (954) 779-1700
Facsimile: (954) 779-1771

JOHNSON, ANSELMO, MURDOCH,
BURKE, PIPER & HOCHMAN, P.A.
Attorneys for Defendant
2455 East Sunrise Boulevard, Suite 1000
Fort Lauderdale, Florida 33304
Telephone: (954) 463-0100
Facsimile: (954) 463-2444

DANIEL R. AARONSON, ESQ.
Florida Bar Number: 314579
JAMES S. BENJAMIN, ESQ.
Florida Bar Number: 293245

JEFFREY L. HOCHMAN
Florida Bar Number: 902098
HUDSON GILL
Florida Bar Number: 15274

13E(43)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE comes before the Court upon the submission by the Plaintiff, ISLE OF DREAMS, LLC ("Plaintiff"), and the Defendant, CITY OF NORTH BAY VILLAGE ("City"), of the parties' Stipulation for Dismissal with Prejudice [ECF No. ___]. Being fully advised, it is

ORDERED AND ADJUDGED, that all claims in this matter by the Plaintiff, ISLE OF DREAMS, LLC, against the Defendant, CITY OF NORTH BAY VILLAGE, are hereby dismissed with prejudice, with the respective parties to bear their own attorneys' fees and costs. The clerk is hereby directed to close this file.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____
201__.

CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Counsel of record

13E(44)

EXHIBIT D

13E(45)

GENERAL RELEASE AND WAIVER OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That ISLE OF DREAMS, LLC (hereinafter referred to as "first party") for and in consideration of the terms set forth in the Settlement Agreement between the parties, and other valuable consideration, received from or on behalf of the CITY OF NORTH BAY VILLAGE, the receipt whereof is hereby acknowledged,

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges CITY OF NORTH BAY VILLAGE, together with its officials, officers, agents, representatives, and employees, and also together with the Florida Municipal Insurance Trust and the Florida League of Cities, Inc. (hereinafter collectively referred to as "second party") of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, representations, liens, subrogated interests, rights of indemnity and contribution, promises, variances, trespasses, damages, awards, remedies, judgments, executions, demands and claims whatsoever in law and equity, including all such matters arising under federal, state, and local law, statutory law, common law and otherwise (collectively "CLAIMS") which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, and first party also hereby expressly waives all such CLAIMS. This General Release and Waiver of Claims (hereinafter "Release") includes, but is not limited to, any and all CLAIMS related to, raised in, that could have been raised in, or arising out of the litigation captioned CASE NO. 1:12-cv-22339-CMA, IN THE U.S. DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA, ISLE OF DREAMS, LLC, Plaintiff, v. CITY OF NORTH BAY VILLAGE, Defendant.

This Release is made to compromise all CLAIMS and potential CLAIMS and to avoid expenses related to litigation. The second party denies any and all liability to first party and nothing in this Release shall be construed as an admission of wrongdoing by the second party.

First party acknowledges that it has entered into this Release voluntarily and based upon its own free will; that it understands fully all the terms of this Release; that it has been provided with sufficient and reasonable time to review this Release with the assistance of its attorney, Daniel R. Aaronson, Esq., and that it understands the terms, obligations, operation, and effect of this Release.

13E(46)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 29, 2013

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

RECOMMENDED BY STAFF/COMMISSIONER: Frank K. Rollason, Village Manager

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: Village Holiday Decorations

RECOMMENDATION:

It is recommended that the Village Commission ratify the Village Manager's action approving the attached emergency purchase for holiday decorations.

BACKGROUND:

Through the budget process the Commission approved the expansion of the holiday decoration budget. However, we did not have adequate time to go out to bid for this project and find that it is in the best interest of the Village to use our emergency purchase provision (purchasing code section 36.25 (I)). Consequently, we have retained our past provider of holiday decorations "Christmas Designers" to continue to provide us with their services for this fiscal year. We intend to go out to bid for this process in the future.

The vendor, Christmas Designers Inc., will start the installation on or about Mid November and the installation will be completed no later than November 30, 2013.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

15A(1)

The FY 2013 budget also contains \$25,000 to repair and upgrade the electrical lights and circuits on Kennedy Causeway. This project will be completed before the Holiday light installation starts and will ensure that all of the lighted decorations will operate to their maximum efficiency.

FINANCIAL & BUDGETARY IMPACT:

Total Holiday lighting contract cost is \$34,862.15. We have a total of \$35,000 approved in our FY 13-14 budget for these services.

PERSONNEL IMPACT:

Village Manager and Interim Public Works Director will work together to complete this project.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez
15A(2)



C·D·I Enterprises

Holiday
Illuminations



3124 NW 16th Terrace • Pompano Beach, FL 33064

(954) 973-4225 • 1-800-432-5139 • FAX (954) 973-0914

October 21, 2013

City of North Bay Village
Jenice Rosado
1666 Kennedy Causeway
Suite 700
North Bay Village, FL 33141

Phone: 305-756-7171 Ext. 80

Fax: 305-756-7722

Email: JRosado@nbvillage.com

Reference: Holiday Lighting – City of North Bay Village
1666 Kennedy Causeway
North Bay Village, FL

Dear Jenice:

Please find enclosed CDI Enterprises' proposal for holiday lighting at City of North Bay Village for the 2013 Holiday Season.

Should you have any questions after you review the enclosed, please contact us at 800-432-5139.

If everything meets with your approval, please sign the acceptance sheet and fax this back to us at 954-973-0914. We will generate the 50% deposit invoice and get you on our installation schedule.

We at CDI Enterprises look forward to being of service to you, for this upcoming holiday season.

Sincerely,

Joe Campbell

Sales Person
CDI Enterprises

JC/ ml



C·D·I Enterprises

**CITY OF NORTH BAY
VILLAGE**

**Holiday Lighting Proposal
2013**



15A(4)

CITY OF NORTH BAY VILLAGE LIGHTING PROPOSAL 2013

AREA 1 – Welcome Sign Median – West End



First Median –

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

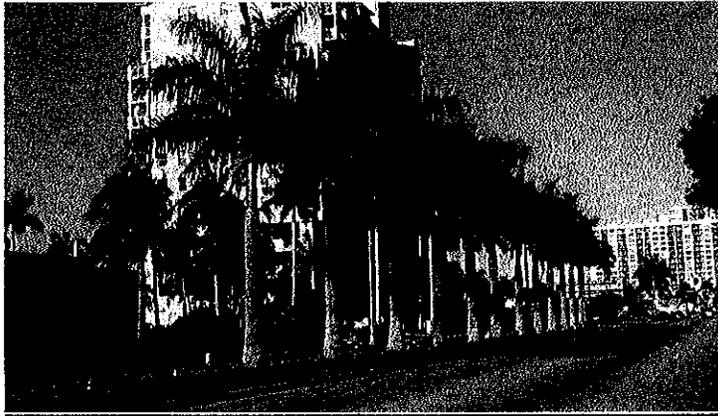
40	LED Warm White Spiral Wraps	\$1,020.00
10	LED Green Spiral Wrap	\$ 255.00
75	LED Green Frond Sets	\$1,912.50
	Equipment Charge	\$ 600.00

TOTAL AREA 1 **\$3,787.50**

The material contained herein is the property of CDI ENTERPRISES.
Reproduction, copying, or use without prior consent is strictly prohibited.

15A(5)

AREA 2 – 1300 Block



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

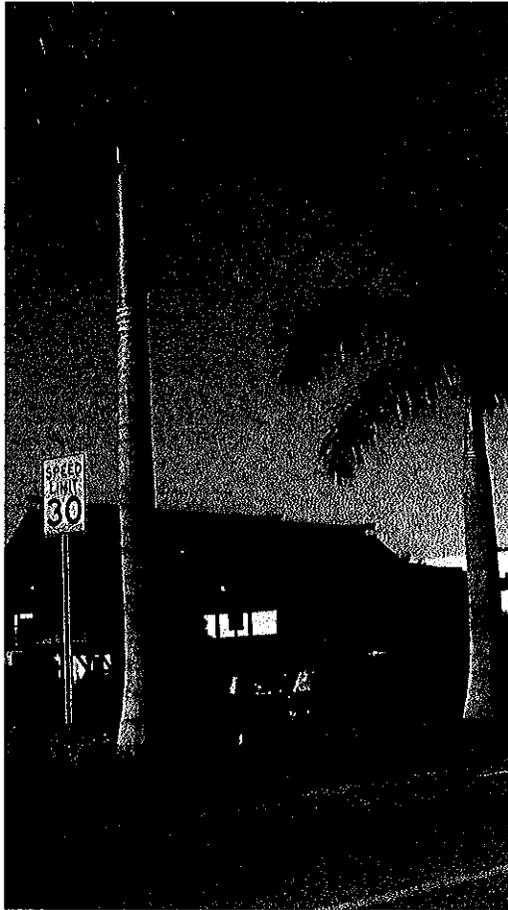
63	LED Warm white Spiral wraps	\$1,606.50
18	LED Green Spiral wraps	\$ 459.00
72	LED Green Fronds	\$1,836.00
	Equipment Charge	\$ 576.00
TOTAL AREA 2		\$4,477.50

See Joe for this area

The material contained herein is the property of CDI ENTERPRISES.
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ML 10.21.13
CDI Enterprises
Page 4 of 16

AREA 3 – 1600 Block



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

12	LED Warm White Spiral wraps	\$ 306.00
4	LED Green Spiral wraps	\$ 102.00
16	LED Green Fronds	\$ 408.00
	Equipment Charge	\$ 128.00

TOTAL AREA 3

\$ 944.00

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ML 10.21.13

CDI Enterprises

Page 5 of 16

City of North Bay Village prop

Pompano Beach, FL

15A(7)

Area 4 – 1700 Block



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

18	LED Warm White Spiral wraps	\$ 432.00
9	LED Green Spiral wraps	\$ 216.00

TOTAL AREA 4 **\$ 648.00**

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Reproduction, copying, or use without prior consent is strictly prohibited.

Area 5 – 1800 Block



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

21	LED Spiral wraps	\$ 504.00
7	LED Green Spiral wraps	\$ 168.00

TOTAL AREA 5 **\$ 672.00**

The material contained herein is the property of CDI ENTERPRISES.
Reproduction, copying, or use without prior consent is strictly prohibited.

Area 6 – Harbour Island

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

16	LED Warm white Spiral Wraps	\$ 408.00
4	LED Green Spiral Wraps	\$ 102.00
30	LED Green Frond Sets	\$ 765.00
	Equipment Charge	\$ 240.00

On the monument wall we will install one (1) 9'W x3'T double sided center mount glitter mesh bow.

1	9'x3' double sided center mount glitter mesh bow (Rental)	\$1,000.00
---	---	------------

TOTAL AREA 6 **\$2,515.00**

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Area 7 – North Bay Island

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

16	LED Warm white Spiral Wraps	\$ 408.00
4	LED Green Spiral Wraps	\$ 102.00
30	LED Green Frond Sets	\$ 765.00
	Equipment Charge	\$ 240.00

On the monument wall we will install one (1) 9'W x3'T double sided center mount glitter mesh bow.

1	9'x3' double sided center mount glitter mesh bow (Rental)	\$1,000.00
---	---	------------

TOTAL AREA 7 **\$2,515.00**

Area 8 – North Bay Village Monument Wall

On the monument wall we will install one (1) 9'W x3'T double sided center mount glitter mesh bow.

1	9'x3' double sided center mount glitter mesh bow (Rental)	\$1,000.00
---	---	------------

TOTAL AREA 8 **\$1,000.00**

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15A(11)

Area 9 – Adventure Ave

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

30	LED Warm White Spiral Wraps	\$ 765.00
12	LED Green Spiral wraps	\$ 306.00
	Equipment Charge	\$ 96.00

On the monument wall we will install one (1) 9'W x3'T double sided center mount glitter mesh bow.

1	9'x3' double sided center mount glitter mesh bow (Rental)	\$1,000.00
---	---	------------

TOTAL AREA 9		\$2,167.00
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Area 10- Hispanola Way

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

20	LED Warm White Spiral Wraps	\$ 510.00
8	LED Green Spiral wraps	\$ 255.00
	Equipment Charge	\$ 96.00

On the monument wall we will install one (1) 9'W x3'T double sided center mount glitter mesh bow.

1	9'x3' double sided center mount glitter mesh bow (Rental)	\$1,000.00
---	---	------------

TOTAL AREA 10		\$1,861.00
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AREA 11 – Holiday Décor

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

AREA 12 – Tree Rental

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

1 16' Rocky Mountain Pine decorated as described	\$4,500.00
TOTAL AREA 12	\$4,500.00

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ML 10.21.13
CDI Enterprises
Page 11 of 16

AREA 13 --Banners and Nativity Set (PURCHASE)

1 – 12 Piece Nativity Set Contains:

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

\$4,500.00

10 – 30x84 Happy Holidays Ribbon Trees with Imprint

\$1,200.00

10 – Titan Adjustable Single Banner Sets

\$1,090.00

Installation/Removal of Banners

\$1,000.00

Banner Care

\$ 120.00

TOTAL AREA 13

\$7,910.00

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ML 10.21.13
CDI Enterprises
Page 12 of 16

City of North Bay Village prop

Pompano Beach, FL

15A(14)

GENERAL TERMS
Holiday Lighting 2013
City of North Bay Village

- Lighting will be installed during the months of October and November with other jobs in the area.
- All visual decorations will be installed when lighting is turned on or no later than December 1st of each season under contract unless other arrangements have been made.
- All Visual decorations will be removed no later than January 15th of each season under contract.
- All lighting will be disconnected the first week of January of each season under contract. **(This does not mean actual removal of the lights)**
- Removal of holiday lighting will begin the first week of January and be completed by the first week of February.
- All lighting will be serviced throughout the season from "turn on" through December 31st each season.

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ML 10.21.13
CDI Enterprises
Page 13 of 16

City of North Bay Village prop

Pompano Beach, FL

15A(15)

**RENTAL COST RECAP
CITY OF NORTH BAY VILLAGE
HOLIDAY LIGHTING 2013**

Area 1 – Welcome Sign Median – West End (Rental)	\$3,787.50
Area 2 –1300 Block (Rental)	\$4,477.50
Area 3 –1600 Block (Rental)	\$ 944.00
Area 4 –1700 Block (Rental)	\$ 648.00
Area 5 –1800 Block (Rental)	\$ 672.00
Area 6 –Harbour Island (Rental)	\$2,515.00
Area 7 –North Bay Island (Rental)	\$2,515.00
Area 8 – North Bay Village Monument Wall (Rental)	\$1,000.00
Area 9 –Adventure Ave (Rental)	\$2,167.00
Area 10 –Hispanola Way (Rental)	\$1,861.00
Area 11–Holiday Décor (Rental)	\$3,700.00
Area 12 – Tree Rental (Rental)	\$4,500.00
Area 13 – Banners and Nativity Set (Purchase)	\$7,910.00
<i>Service of Lights – Light up through December 31, 2013</i>	<u>NO CHARGE</u>
Subtotal	\$36,697.00
Preferred Customer Discount	<u>\$ 1,834.85</u>
TOTAL CITY OF NORTH BAY VILLAGE RENTAL PER SEASON	\$34,862.15

LEASE TERM: Contract Term is (1) one season commencing August 15, 2013 and ending December 31, 2013.

PAYMENTS:

One year agreement payments to be made as follows: 50% payment due with acceptance of contract. Final 50% payment due upon completion of installation.

ACCEPTANCE:

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Lease Agreement is signed by both parties it becomes a contract. ****By signing this agreement customer is acknowledging receipt of Customer Awareness Information Sheet and Electrical Specifications.**

****This proposal may be withdrawn if not accepted in 20 days.**

CUSTOMER:

By: _____
Authorized Signature
Printed Name, Title
 Date: _____

CDI ENTERPRISES, LLC:

By: _____
Authorized Signature
Printed Name, Title
 Date: _____

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15A(16)

CUSTOMER AWARENESS INFORMATION SHEET



The following is a list of items that CDI Enterprises has compiled to make our customers aware of some very important information regarding your holiday program.

Tree/Hedge Trimming

In order for CDI Enterprises to be able to install all of our customers program in a timely manner, it is necessary that our customers have their trees trimmed prior to our being in their area to install the holiday program. It will be necessary to have your tree trimming completed by October 1st. If there are holiday lights being installed in your hedges, they must be trimmed by November 1st.

Electrical Specifications

CDI Enterprises provides electrical specifications with every proposal for your holiday program to let you know what the electrical requirements are for the program that is being quoted. While electrical outlets may be visible in the area that is being quoted, there is no way to tell what else may be on the same circuit as those outlets. Your electrician is the only one that would be able to verify that there is sufficient power for the holiday program that is being quoted. Please have your electrician verify that there is enough power available for the holiday program. CDI Enterprises would be happy to discuss any questions your electricians may have.

Servicing of Holiday Lights/Decor

At CDI Enterprises we pride ourselves on our service to our customers. Service is provided from the time of "turn on" until December 31st. We have crews dedicated solely to the service of our holiday lights/decor. Even though our service crews are out on a regular basis, should a need for service arise, please call or e-mail us.

Service phone number (954) 973-4225, ext. 101
e-mail to: service@cdienterprises.com

Trouble Shooting Guide:

Bubble Covers on Electrical Outlets

We recommend oversized bubble covers on all electrical outlets being used for your holiday program. Bubble covers aid in preventing the outlets from getting wet, which will cause the GFI to trip. Oversized bubble covers, rather than regular size, are used to accommodate extension cords.

GFI's (Ground Fault Interrupters)

A GFI, or ground fault circuit interrupter, is an automatic device that offers personal protection against electrical shock. The GFI will trip when the receptacle and/or holiday lights become wet, which will cause your lights to go out. To reset the GFI, simply press the red "reset" button. ****Customer is responsible for resetting GFI outlets.**

****Remember GFI's will not operate in rain or when sprinklers are running. GFI's will only reset when the entire electrical system is dry and the power / timer is on.**

Lights are on 24 hours a day

Some customers experience a situation where their holiday lights are remaining lit 24 hours a day. The main cause is the electrical infrastructure not being hooked up to a permanent timer or photocell.

Disconnecting/Removal of Holiday Lights

All holiday lights will be disconnected between January 2 and January 4 unless otherwise agreed to. **(This does not mean actual removal of the lights)**

Removal of holiday lighting will begin the first week of January and be completed by the first week of February.

If you have any questions or need further clarification on this information, please call us at (800) 432-5139.

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ELECTRICAL SPECIFICATIONS
Holiday Lighting 2013
CITY OF NORTH BAY VILLAGE

- 110-120 Constant voltage under load **REQUIRED**
- All Amperage quoted at actual draw
- **CUSTOMER** is responsible for providing 115 VAC power outlets within twenty-five (25') of lighting area and/or lighted décor
- Reasonable hardware and power cords up to twenty-five (25') in length are included
- **CDI Enterprises** is **NOT RESPONSIBLE** for outages due to ground fault interrupters (GFI) or **INSUFFICIENT ELECTRICAL REQUIREMENTS**

<u>AREA 1 – Welcome sign median</u> TOTAL AMPS AREA 1	5.22 amps
<u>AREA 2- 1300 Block</u> TOTAL AMPS AREA 2	6.39 amps
<u>AREA 3 – 1600 Block</u> TOTAL AMPS AREA 3	1.34 amps
<u>AREA 4 – 1700 Block</u> TOTAL AMPS AREA 4	1.13 amps
<u>AREA 5 – 1800 Block</u> TOTAL AMPS AREA 5	1.17amps
<u>AREA 6 – Harbour Island</u> TOTAL AMPS AREA 6	4.52 amps
<u>AREA 7 – North Bay Island</u> TOTAL AMPS AREA 7	4.52 amps
<u>AREA 8 – Monument Wall</u> TOTAL AMPS AREA 8	2.43 amps
<u>AREA 9 – Adventure Ave</u> TOTAL AMPS AREA 9	4.18 amps
<u>AREA 10 – Hispanola Way</u> TOTAL AMPS AREA 10	3.60amps

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Causeway Tower, LLC
MEMORANDUM

1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883

TO: Frank Rollason, Interim City Manager
North Bay Village #300

FROM: Frank Richman, Commercial Property Manager 

RE: Revised Lease Proposal- North Bay Village – Suite #101

DATE: October 28, 2013

Tenant name: North Bay Village
Use: Council Chambers and Public Access Areas
(U.S. Post Office, Water Dept., Building Dept.)
Related Entities: None

Space/Sq. Ft.: Approx. 4,240 RSF

Term: Two years and Two months: Effective date: May 1, 2014
Expiration date: June 30, 2015

Date Subject To Change:

Effective date subject to change and is contingent upon the existing tenant not renewing their lease which is subject to expire 4/30/14.

Rent Abatement: **Two (2) Month Rent Abatement (May and June 2013)**
Rental Rate: Year 1- \$20.00/RSF
Year 2- \$20.80/RSF

Renewals: Two (2)- One (1) year renewals to be negotiated, but not less than 4% increases

Landlord Improvements: Tenant to do their own improvements and Landlord will give a Tenant Improvement allowance of \$18,000.00 towards flooring, wallpaper removal, paint and interior wall removal.

15B(1)

Security Deposit: None

Guarantees: None

Parking: Six (6) uncovered parking spaces and Three (3) covered parking spaces

Utilities: Landlord will provide building standard electric, air conditioning and water, as stated in the lease.

Note: The City Commissioners will need to vote on the lease and issue a Resolution authorizing the execution of the Lease. They will need to provide us with a copy of their current Tax Exempt Certificate.

This proposal shall represent an understanding between all parties on the basic term and conditions of the proposed lease. However, neither party shall be bound or have any liability to the other party, unless a lease is executed by both parties

15B(2)

**NORTH BAY VILLAGE
VILLAGE HALL MOVING EXPENSES**

One time costs to relocate	
Post Office, Receptionist/Cashier and Building Department Operations	
	One Time
<u>Moving costs:</u>	
Commercial movers to mover furniture and files	\$ 800
Cabling and physically move computers and phones	\$ 7,500
Toshiba copier required to be by Toshiba technician	\$ 300
<u>Hardware:</u>	
Additional cameras (3)	\$ 600
Additional door swipes (2)	\$ 2,000
Marquee Sign	\$ 900
Locksmith services	\$ 400
Total costs to relocate functions from 3rd floor to first floor	\$ 12,500

Annual Costs for Space	Annual costs
4,240 sq ft space @ \$20.00 per rental square foot (RSF)	\$ 84,800
A/C additional costs 24 meetings at 5 hrs @ \$50 per hr **	\$ 6,000
Total Annual Costs	\$ 90,800

Annual Savings for Space	ANNUAL SAVINGS
Audio Video Services - \$1,565 per meeting (avg 1.5 per mo)	\$ 28,170
Custodial Services for opening and closing TIES auditorium **	\$ 1,800
Public storage - \$983 per month *	\$ 11,796
Annual cost reductions	\$ 41,766

Net Annual costs to move operations	\$ 49,034
--	------------------

* This would require the Village to have some storage on the 3rd floor

** Includes 18 Commission meeting and 6 P&Z meetings per year

Prepared By Bert Wrains November 4, 2013

15B(3)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 29, 2013

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

RECOMMENDED BY STAFF/COMMISSIONER:  Frank K. Rollason, Village Manager

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: Village Causeway Committee

RECOMMENDATION:

It is recommended that the Commission favorably consider the request of the Village Manager to form a "Village Causeway Committee" with members to be selected by the Commission.

BACKGROUND:

Being aware that FDOT is currently in the planning stages of a major make-over of the John F. Kennedy Causeway portion that runs through North Bay Village, it is imperative that the Village have early-on input as to the desires of the Village pertaining to the actual design. Recognizing that the causeway is an integral part of our business community, it is vital that input be provided FDOT for consideration that addresses our concerns and objectives. To that end, I recently had a meeting with State House Representative David Richardson who suggested it is timely to form such a committee to explore alternatives with the objective to end up with pedestrian/business friendly causeway enhancement recommendations for the Commission to consider for policy action.

15C(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

MEMO TO VILLAGE COMMISSION
OCTOBER 29, 2013
PAGE 2 OF 2

BUDGETARY IMPACT:

None

PERSONNEL IMPACT:

No additional staffing would be required for this Committee.

CONTACT:

Frank K. Rollason
Village Manager

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

15C(2)
Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141**

SEPTEMBER 25, 2013

7:30 P.M.

1. CALL TO ORDER.

The regular meeting was called to order by the mayor at 9:09 p.m. and she read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

Resident Renaldo Trujillo led the pledge of allegiance.

ROLL CALL

Present were the following:

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

Also present were:

Interim Village Manager Frank Rollason
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero-Santana
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Village Planner Jim LaRue, LaRue Planning Management
Village Clerk Yvonne P. Hamilton

2. PROCLAMATIONS AND AWARDS

A. SPECIAL PRESENTATIONS

There were no special presentations.

B. ADDITIONS AND DELETIONS

Commissioner Wendy Duvall introduced an item for the Interim Village Manager to meet with the Village Attorney to obtain a reduction in the legal fees, as well as review the cost recovery fees.

Mayor Connie Leon-Kreps made a motion to add the matter of the Village Attorney's contract to the agenda for consideration at this time. Commissioner Jorge Gonzalez seconded which was adopted by a 5-0 roll call vote.

Further discussion ensued on the matter.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Cutlass Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Gudrin Volker, of 7517 Cutlass Avenue, and Reinaldo Trujillo, of 7601 East Treasure Drive addressed the Commission.

Interim Village Manager Frank K. Rollason stated for the record that there was a \$231,009 reduction from last year's budget.

Following further discussion, Commissioner Wendy Duvall made a motion directing the Interim Village Manager to meet with the Village Attorney to review the fees for legal services to obtain a reduction. Mayor Connie Leon-Kreps seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

Good & Welfare was heard next on the agenda.

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

Mario Garcia, of 7540 Cutlass Avenue and Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

At this time, Village Attorney Nina Boniske requested an Executive Session in the matter of Dennis W. Kelly, Petitioner vs. North Bay Village, a Municipal Corporation of the State of Florida, Yvonne Hamilton in her capacity as City Clerk, and Connie Leon-Kreps, in her capacity as Mayor, Respondents, Case No. 13-030060 CA 01.

Commissioner Jorge Gonzalez made a motion to table the balance of the items to the October 8, 2013 Commission Meeting. Commissioner Wendy Duvall seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Chervony voted No.

3. **BOARD REPORTS**

This item was tabled to the October 8, 2013 Commission Meeting.

4. **PUBLIC SAFETY DISCUSSION**

This item was tabled to the October 8, 2013 Commission Meeting.

5. **COMMISSIONERS' REPORTS**

This item was tabled to the October 8, 2013 Commission Meeting.

6. **VILLAGE ATTORNEY'S REPORT**

This item was tabled to the October 8, 2013 Commission Meeting.

7. **VILLAGE MANAGER'S REPORT**

This item was tabled to the October 8, 2013 Commission Meeting.

8. **FINANCE REPORT**

This item was tabled to the October 8, 2013 Commission Meeting.

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING OCTOBER 2013 AS ANTI-BULLYING AWARENESS MONTH; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

1.) **Commission Action**

This item was tabled to the October 8, 2013 Commission Meeting.

11. **PLANNING & ZONING CONSENT AGENDA**

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET UNLESS THE VILLAGE COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

This item was tabled to the October 8, 2013 Commission Meeting.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN FRANK K. ROLLASON AND NORTH BAY VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)*

This item was tabled to the October 8, 2013 Commission Meeting.

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)- (SECOND READING)*

This item was tabled to the October 8, 2013 Commission Meeting.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) - (SECOND READING)**

This item was tabled to the October 8, 2013 Commission Meeting.

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.10 THROUGH 32.17 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "COMMUNITY ENHANCEMENT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY) - (SECOND READING)**

This item was tabled to the October 8, 2013 Commission Meeting.

14. UNFINISHED BUSINESS

- A. APPOINTMENT OF MEMBERS TO THE CITIZENS BUDGET & OVERSIGHT BOARD**

This item was tabled to the October 8, 2013 Commission Meeting.

- B. APPOINTMENT OF MEMBERS TO THE COMMUNITY ENHANCEMENT BOARD**

This item was tabled to the October 8, 2013 Commission Meeting.

15. NEW BUSINESS

This item was tabled to the October 8, 2013 Commission Meeting.

16. APPROVAL OF MINUTES (CONTINUED FROM JUNE 11, 2013)

- A. Special Commission Meeting-April 1, 2013**
- B. Regular Commission Meeting –March 12, 2013**
- C. Regular Commission Meeting-April 9, 2013**
- D. Special Commission Meeting-February 28, 2013**
- E. Regular Commission Meeting-February 12, 2013**

This item was tabled to the October 8, 2013 Commission Meeting.

17. ADJOURNMENT

The meeting adjourned at 10:51 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by the City of North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES

SPECIAL COMMISSION MEETING

FINAL BUDGET PUBLIC HEARING

THURSDAY, SEPTEMBER 25, 2013

**TREASURE ISLAND ELEMENTARY SCHOOL
7540 EAST TREASURE DRIVE
NORTH BAY VILLAGE, FL 33141**

6:00 P.M.

1. CALL TO ORDER.

The special meeting/final budget public hearing was called to order by the mayor at 6:06 p.m. and she read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

Al Coletta, of 7904 West Drive, led the pledge of allegiance.

ROLL CALL

Present were the following:

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

Also present were:

Interim Village Manager Frank Rollason
Finance Director Bert Wrains
Lieutenant Brian Collins
Public Works Director Rodney Carrero-Santana
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Village Planner Jim LaRue, LaRue Planning Management
Village Clerk Yvonne P. Hamilton

The Village Attorney explained the process for the hearing.

The Village Clerk read the Resolutions by title.

2. PUBLIC HEARING ON THE FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2013-2014.

The Interim Village Manager Frank K. Rollason presented the budget.

The Mayor opened the public hearing.

Reinaldo Trujillo, of 7601 E. Treasure Drive, Kenneth Stowe, of 7521 Miami View Drive, Cliff Friedland, of 7500 Miami View Drive, Luis Torrego, of 7611 Center Bay Drive, Ann Bakst, of 1865 Kennedy Causeway, Mario Garcia, of 7540 Hispanola Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Jorge Brito, of 1865 Kennedy Causeway, Al Coletta, of 7904 West Drive, and Max Crown, of 1620 South Treasure Drive addressed the Commission.

3. RESOLUTIONS

Commissioner Jorge Gonzalez made a motion adopting the Final Millage Rate at 5.4740 mills. Vice Mayor Eddie Lim seconded the motion and the Resolution was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps-Yes, Vice Mayor Eddie Lim-Yes, Commissioner Richard Chervony-No, Commissioner Wendy Duvall-Yes, and Commissioner Jorge Gonzalez-Yes.

Commissioner Jorge Gonzalez made a motion adopting the Final Millage Budget. Vice Mayor Eddie Limn seconded the motion and the Resolution was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps-Yes, Vice Mayor Eddie Lim-Yes, Commissioner Richard Chervony-No,

Commissioner Wendy Duvall-Yes, and Commissioner Jorge Gonzalez-Yes.

4. ADJOURNMENT

The meeting adjourned at 9:50 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by the City of North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



North Bay Village

Administrative Offices

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OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141**

September 17, 2013

6:00 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 6:10 p.m., and she read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

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

Also present were:

Interim Village Manager Frank K. Rollason

Deputy Village Manager/HR Director Jenice Rosado
Village Attorney Nina Boniske
Finance Director Bert Wrains
Chief Robert Daniels
Public Works Director Rodney Carrero
Village Clerk Yvonne P. Hamilton

2. PUBLIC HEARING ON THE TENTATIVE MILLAGE AND TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR 2013-2014.

The Commission held the first budget hearing pursuant to state law.

Village Attorney Nina Boniske explained the regulations for conducting the Budget Hearing.

The Village Clerk read the Resolutions by title.

The Mayor opened the Public Hearing.

Interim Village Manager Frank K. Rollason explained the budget via a power point presentation and discussion ensued among the Commission members and staff.

The Mayor recessed the meeting at 8:05 p.m. The meeting reconvened at 8:25 p.m.

The Mayor opened the floor to public comments:

Penelope Friedland, of 7500 Miami View Drive, Mario Garcia, of 7540 Cutlass Avenue, Kevin Vericker, of 7540 Hispanola Avenue, Doris Acosta, of 1790 S. Treasure Drive, Joe Razim, of 7810 Miami View Drive, Jorge Brito, of 1865 Kennedy Causeway, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Gloria Carter, of 7516 West Treasure Drive addressed the Commission.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE PROPOSED LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2013-2014; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion adopting the Debt Service Millage Rate at 1.0405. The motion was seconded by Vice Mayor Eddie Lim and the Resolution was adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Commissioner Jorge Gonzalez made a motion adopting the proposed Millage Rate at 6.5 mills. Mayor Connie Leon-Kreps seconded the motion and the Resolution was adopted by a 3-2 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps-Yes, Vice Mayor Eddie Lim-Yes, Commissioner Richard Chervony-No, Commissioner Wendy Duvall-No, and Commissioner Jorge Gonzalez-Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR COMMENCING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)

Vice Mayor Eddie Lim made a motion approving the tentative budget. Commissioner Jorge Gonzalez seconded the motion and the Resolution was adopted by a 3-2 roll call vote. The vote was as follows: Commissioner Richard Chervony-No, Commissioner Wendy Duvall-No, Commissioner Jorge Gonzalez-Yes, Mayor Connie Leon-Kreps-Yes, and Vice Mayor Eddie Lim-Yes.

3. RESOLUTION

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

The Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps and Commissioner Richard Chervony recused themselves from voting on the item and left the room.

HR Clerk Ana DeLeon, Village Manager Frank K. Rollason, and Charles Citrin, of Citrin Financial, Village Insurance Broker, addressed the Commission.

The Vice Mayor opened the floor to public comments and there were no speakers.

Commissioner Jorge Gonzalez made a motion to approve the Resolution. Commissioner Wendy Duvall seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

4. ADJOURNMENT

The meeting was adjourned at 9:47 p.m.

Respectfully submitted:

Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

16(14)



North Bay Village

Administrative Offices

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OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING

TREASURE ISLAND ELEMENTARY SCHOOL
7540 EAST TREASURE DRIVE
NORTH BAY VILLAGE, FLORIDA 33141

AUGUST 13, 2013

6:00 P.M.

1. CALL TO ORDER

The meeting was called to order by the mayor at 6:04 p.m. and the Mayor read the rules of conduct for the proceeding.

PLEDGE OF ALLEGIANCE

Resident Reinaldo Trujillo led the Pledge of Allegiance.

ROLL CALL

Present were the following:

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

Commissioner Richard Chervony was absent on a scheduled vacation.

Interim Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains

Public Works Director Rodney Carrero-Santana
Lieutenant Brian Collins
Village Attorney Nina Boniske
Village Clerk Yvonne P. Hamilton

2. **DISCUSSION AND/OR ACTION ON SETTLEMENT OF PENDING LITIGATION-NORTH BAY VILLAGE INVESTMENT TRUST, LLC., A FLORIDA LIMITED LIABILITY COMPANY VS. CITY OF NORTH BAY VILLAGE; CASE NO. 12-39080CA32.**

The Village Clerk read the following into the record:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT OF THE LITIGATION STYLED NORTH BAY VILLAGE INVESTMENT TRUST, LLC., V. CITY OF NORTH BAY VILLAGE, CASE NO. 12-39080CA32 IN THE ELEVENTH JUDICIAL CIRCUIT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE SETTLEMENT AGREEMENT, AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE SETTLEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE COURT TO CONCLUDE THE LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney Nina Boniske discussed the proposed settlement for payment of \$210,000 from 1755 in exchange for the Village releasing all claims existing as of the date of the approved Resolution pertaining to Code Enforcement Lien and the Utility; Fees executing any required documents to satisfy such claims, and dismissal of litigation by both parties.

The Mayor opened the floor to public comments. Fane Lozman, of 7918 West Drive, Mario Garcia, of 7540 Cutlass Avenue, and counsel for 1755, Oscar R. Rivera, of SRHL, 8211 West Broward Boulevard, Suite 250, Plantation, Florida 33324 addressed the Commission.

Commissioner Wendy Duvall made a motion adopting the Resolution. The motion was seconded by Vice Mayor Eddie Lim and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Wendy Duvall all voting Yes.

3. **ADJOURNMENT**

The meeting was adjourned at 6:37 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141
July 31, 2013**

6:00 P.M.

1. CALL TO ORDER.

The special meeting was called to order by the mayor at 6:20 p.m. and the Mayor read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

Kevin Vericker led the pledge of allegiance.

ROLL CALL

Present were the following:

Vice Mayor Eddie Lim
Mayor Connie Leon-Kreps
Commissioner Jorge Gonzalez

Commissioner Richard Chervony was absent on a scheduled vacation.

Interim Village Manager Frank Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero-Santana
Village Clerk Yvonne P. Hamilton
Village Attorney Nina Boniske

A. COMMISSIONER PARTICIPATION VIA TELEPHONE

Commissioner Jorge Gonzalez made a motion allowing Commissioner Wendy Duvall to participate in the meeting via telephone. The motion was seconded by Vice Mayor Eddie Lim and adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

Commissioner Duvall joined the meeting at 6:25 p.m.

2. RESOLUTION

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DETERMINING THE PROPOSED MILLAGE RATES AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2013-14 AS REQUIRED BY LAW; AUTHORIZING THE VILLAGE MANAGER AND FINANCE DIRECTOR TO UTILIZE ETRIM FILING; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)

The Village Clerk read the Resolution by title.

Interim Village Manager Frank K. Rollason made a presentation regarding the proposed millage rate and budget.

The Mayor opened the floor to public comments.

Fane Lozman, of 7914 West Drive, addressed the Commission.

Vice Mayor Eddie Lim made a motion to set the maximum millage rate at 7.5 mills and the Debt Service Millage at 1.0405 mills. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 4-0 vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

Mayor Connie Leon-Kreps made a motion to set the tentative Budget Public Hearing for September 17, 2013 and the Final Budget Hearing for September 25, 2013 at 6:00 p.m. at Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jorge Gonzalez, Commissioner Wendy Duvall, and Mayor Connie Leon-Kreps all voting Yes.

The Mayor recessed the meeting at 8:06 p.m.

Commissioner Duvall did not rejoin the meeting.

3. **UNFINISHED BUSINESS (DEFERRED FROM JULY 16, 2013 REGULAR COMMISSION MEETING)**

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROPRIATING \$15,000 IN THE VILLAGE'S FY 2014 GENERAL OPERATING BUDGET FOR THE PURPOSE OF CONDUCTING A CITIZEN SURVEY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, Mario Garcia, of 7540 Cutlass Avenue, and Fane Lozman, of 7914 West Drive addressed the Commission.

Mayor Connie Leon-Kreps made a motion to approve an amount not to exceed \$15,000 in FY 2014 budget for conducting a resident survey. The motion was seconded by Vice Mayor Eddie Lim and adopted by a 3-0 vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

It was suggested that the manager explore alternative resources to reduce the cost of the survey to the Village.,

B. **WORKPLAN FOR REVISING THE VILLAGE'S ZONING CODE AND LAND DEVELOPMENT REGULATIONS (VILLAGE PLANNER JIM LARUE)**

Mayor Connie Leon-Kreps made a motion to defer Item 3B to the September 25, 2013 Commission Meeting. Vice Mayor Eddie Lim seconded the motion which carried 3-0 on a roll call vote.

C. NORTH BAY VILLAGE SIGNAGE (VICE MAYOR EDDIE LIM)

to Vice Mayor Eddie Lim tabled the item to provide the manager with an opportunity to contact Miami-Dade County about underwriting the cost for the signs and to report back the Commission on the matter.

D. PARKLAND ACQUISITION (MAYOR CONNIE LEON-KREPS)

It was noted that an offer was made to purchase the proposed parkland. The manager discussed a program by the City of Miami where the Village could use the land until it was developed with a portion of the taxes being abated. He will meet with Mr. Jonas to discuss the matter.

E. PUBLIC WORKS DEPARTMENT STAFFING

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Jorge Gonzalez made a motion to approve the hiring of a public works supervisor consultant from Cap Engineering for the Public Works Department. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes.

4. NEW BUSINESS

A. DISCUSSION AND/OR ACTION ON SETTLEMENT OF PENDING LITIGATION (VILLAGE ATTORNEY NINA BONISKE)

Village Attorney Nina Boniske requested an Executive Session in the matter of Piedra Sr. Piedra Jr v. City of North Bay Village for August 12, 2013.

B. RESCHEDULING OF SEPTEMBER REGULAR COMMISSION MEETING

Mayor Connie Leon-Kreps made a motion to reschedule the September 10 Commission Meeting to September 25, 2013 at 7:30 p.m. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 3-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

5. **ADJOURNMENT**

The meeting was adjourned at 8:34 p.m.

Respectfully submitted:

Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor

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OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141
JULY 22, 2013**

6:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 6:46 p.m. and she read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Commissioner Richard Chervony
Vice Mayor Eddie Lim
Mayor Connie Leon-Kreps

Commissioner Wendy Duvall was absent on family medical and Commissioner Jorge Gonzalez was on a planned vacation.

Interim Village Manager Jenice Rosado
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Finance Director Bert Wrains
Lieutenant Brian Collins
Public Works Director Rodney Carrero
Village Clerk Yvonne P. Hamilton

2. **NEW BUSINESS**

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERIM VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE AND MR. FRANK K. ROLLASON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY ACTING VILLAGE MANAGER BERT WRAINS)

The Village Clerk read the Resolution by title.

Finance Director Bert Wrains made a short presentation on the proposed salary of \$8,500 per month for the new Interim Village Manager.

The Mayor stated for the record that there was no finding of impropriety by the Ethics Commission regarding the Special Village Commission Meeting of July 11, 2013 to hire the new Interim Village Manager.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Cutlass Avenue, Al Coletta, of 7904 West Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, Jorge Brito, of 1865 Kennedy Causeway, James Carter, of 7516 West Treasure Drive, Ann Bakst, of 1865 Kennedy Causeway, and Frank J. Rollason, new Interim Village Manager addressed the Commission.

Discussion ensued regarding the provisions of the agreement for vacation. It was clarified that Mr. Rollason would accrue two weeks of vacation and take the time after the anniversary date of his hire.

Commissioner Richard Chervony offered a motion approving vacation time for Frank J. Rollason to be accrued at 4.6154 hours bi-weekly of annual leave. Further, Mr. Rollason will not be entitled to use this paid vacation until after his anniversary. Mayor Connie Leon-Kreps seconded the motion which was adopted by a 3-0 vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Mayor Connie Leon-Kreps offered a motion to approve the Resolution approving the revised agreement. The motion was seconded by Commissioner Richard Chervony and adopted by a 3-0 vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Mayor Connie Leon-Kreps all voting Yes.

3. ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

Respectfully submitted:

Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

JULY 16, 2013

7:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 7:35 p.m. and she read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

Gary Ratay of Kimley-Horn & Associates, Inc. led the pledge.

ROLL CALL

Present were the following:

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

Mayor Connie Leon-Kreps made a motion to excuse Commissioner Wendy Duvall who was absent on family medical. The Motion was seconded by Commissioner Richard Chervony and adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commission Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

Also present were:

Interim Village Manager Jenice Rosado
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Finance Director Bert Wrains
Lieutenant Brian Collins
Police Chief Robert Daniels
Public Works Director Rodney Carrero
Village Planner, Jim LaRue
Village Clerk Yvonne P. Hamilton

2. PROCLAMATIONS AND AWARDS

CONNIE EDWARDS – POLICE DISPATCHER

Chief Daniels presented Ms. Edwards with a certificate of appreciation in recognition for 25 years of service with the Village.

B. ADDITIONS AND DELETIONS

Commissioner Richard Chervony requested that Items 10A and 10B be removed from the Consent Agenda for discussion; that Item 14D be removed; and that Items 13B, 13C, 13D, 13E, 14A, 14B and 12C be moved up on the agenda. Mayor Connie Leon-Kreps requested that Items 13B, 12B, and 12F be moved up on the agenda. The Interim Village Manager requested that Item 15A be removed.

Commissioner Richard Chervony made a motion to approve the agenda as revised to hear Items 12B, 12F, 13B, 13C, 13D, 13E, 14A, 14B, and 12C after the Consent Agenda and to remove Item 15A. Vice Mayor Eddie Lim seconded the motion which was adopted by a unanimous roll call vote

A. SPECIAL PRESENTATIONS

Ken Smith, of Keefe, McCullough n& Co., LLP presented the quarterly financial report.

3. BOARD REPORTS

A. BUSINESS DEVELOPMENT ADVISORY COMMITTEE

There was no Board report.

B. YOUTH AND EDUCATION SERVICES BOARD

The Chair of the Board Kevin Vericker presented the report for the July 8, 2013 meeting.

C. PLANNING & ZONING BOARD

The Chair of the Board Reinaldo Trujillo presented the report for the June 16, 2013 meeting.

4. PUBLIC SAFETY DISCUSSION

Chief Robert Daniels presented the public safety report.

5. COMMISSIONERS' REPORTS

Commissioner Richard Chervony and Commissioner Jorge Gonzalez and Mayor Connie Leon-Kreps all provided reports.

6. VILLAGE ATTORNEY'S REPORT

A report was not provided.

7. VILLAGE MANAGER'S REPORT

Interim Village Manager Jenice Rosado read her report into the record.

8. **FINANCE REPORT**

Finance Director Bert Wrains provided the financial report.

Village Planner Jim LaRue discussed the importance of updating the Village Code.

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

The following addressed the Commission: Elaine Beutel, of 7533 Hispanola Avenue, Jorge Brito, of 1865 Kennedy Causeway, Consuelo Garcia, of 7521 Center Bay Drive, Betty Levote, Animal Advocate, Ann Bakst, 1865 Kennedy Causeway, Vincent Pisciotta, of 1455 N. Treasure Drive, Reinaldo Trujillo, of 7601 East Treasure Drive, Kevin Vericker, of 7520 Hispanola Avenue, James Carter, of 7516 West Treasure Drive, Mario Garcia, of 7540 Cutlass Avenue, Al Coletta, of 7904 West Drive, and Gudrin Volker, of 7517 Cutlass Avenue.

13B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

The Village Clerk read the ordinance by title.

The Village Attorney Nina Boniske made a brief presentation on the item.

Commissioner Jorge Gonzalez made a motion to approve the ordinance on second reading. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 4-0 vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Jorge Gonzalez all voting yes.

12F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, INC. FOR IMPLEMENTATION AND FUNDING OF AN INTERNATIONAL BACCALAUREATE PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)

The Village Clerk read the Resolution by title.

The Village Attorney Nina Boniske addressed the Commission on the item.

The Mayor opened the floor to public comments.

The following addressed the Commission: Ilaida Menendez Cartenza, Assistant, Superintendent for Office of Intergovernmental and Grant and Community Affairs, Miami-Dade Public School, Kevin Diaz, IB Coordinator, Dr. Strickland, Administrative Director, School of Choice, Miami-Dade Public School, Sherry Krubitch, Principal of Treasure Island Elementary School, Gudrin Volker, of 7517 Cutlass Avenue, Rosa Neely, Resident and PTA President, Jorge Brito, of 1865 Kennedy Causeway, Reinaldo Trujillo, of 7601 E. Treasure Drive, Dr. Martin Karp, of Miami-County Public School, and Kevin Vericker, of 7520 Hispanola Avenue.

Commissioner Jorge Gonzalez made a motion to adopt the Resolution approving the program agreement with the School Board with the following language added to the agreement:

1. For Year 2013-2014 the School Board will provide quarterly reports to the Commission
2. Invoices will be paid as they are received.

3. If the School Board starts another IB Program, North Bay Village will be funded first. It was noted that the agreement will not be affected if the School Board does not accept this language

The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Jorge Gonzalez all voting Yes.

Commissioner Richard Chervony requested that Items 10A and 10B be removed from the Consent Agenda to be considered separately.

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

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA RESOLVING TO COLLABORATE WITH THE COUNTY ON EFFORTS TO IMPROVE COLLECTIVE REGIONAL SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE MAYOR TO EXECUTE THE "CLIMATE ACTION PLEDGE"; URGING OTHER LOCAL MUNICIPALITIES TO SUPPORT THIS PROGRAM; PROVIDING FOR DISTRIBUTION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Mayor withdrew the item from the agenda.

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, VOICING SUPPORT FOR THE CUBAN REFUGEES DETAINED BY THE GOVERNMENT OF THE BAHAMAS; DENOUNCING THEIR ABUSE, DEMANDING A HALT TO ALL MISTREATMENT, AND CALLING FOR THEIR HUMANE TREATMENT; REQUESTING THE U.S. DEPARTMENT OF STATE AND U.N. COMMISSION ON HUMAN RIGHTS TO INVESTIGATE THE TREATMENT OF THE REFUGEES, SUPPORT THEIR DESIGNATION AS POLITICAL REFUGEES, AND GRANT THEM POLITICAL ASYLUM; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

The Mayor opened the floor to public comments.

Gloria Carter, of 7516 West Treasure Drive, addressed the Commission.

Vice Mayor Eddie Lim made a motion to approve the Resolution. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 4-0 vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

12A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. TO EVALUATE THE VILLAGE'S UTILITY INFRASTRUCTURE AND DEVELOP UTILITY RATES TO FUND THE OPERATIONS AND MAINTENANCE OF THE VILLAGE'S WATER, SEWER AND STORM WATER SYSTEMS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS NOT TO EXCEED \$20,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)

The Village Clerk read the Resolution by title.

Finance Director Bert Wrains and Gary Ratay addressed the Commission on the item.

The Mayor opened the floor to public comments. There were no speakers and the floor was closed to public comments.

Commissioner Richard Chervony made a motion to approve the Resolution. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 4-0 vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

12E. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE PERTAINING TO RED LIGHT CAMERA ENFORCEMENT, TO IMPLEMENT CHAPTER 2013-160, LAWS OF FLORIDA; PROVIDING FOR LOCAL HEARING OFFICERS CONSISTENT WITH GENERAL LAW; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)

The Village Clerk read the Ordinance by title.

Chief Robert Daniels, Finance Director Bert Wrains, and The Honorable House Representative Miguel Diaz DeLaPortilla addressed the Commission on the item.

The Mayor opened the floor to public comments. There were no speakers and the floor was closed to the public.

Commissioner Richard Chervony made a motion to approve the Resolution subject to the condition that the Village Attorney and ATS provide a multi-year contract. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 4-0 vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

13A. A RESOLUTION OF THE COMMISSION OF THE NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY PIZZA D’LIGHT FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A 0 FOOT SETBACK FOR THE CONSTRUCTION OF A CONCRETE SLAB (PATIO) AT 1886 KENNEDY CAUSEWAY; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and the Village Clerk swore in all those planning to testify. The Village Attorney asked the Commission Members to disclose any ex-parte communication regarding the request.

Mayor Connie Leon-Kreps disclose having ex-parte communication on the matter. The other members of the Commission stated that they did not have ex-parte communication.

Village Planner Jim LaRue presented a brief report recommending approval of the project subject to certain conditions.

The applicant Jairo Reyes addressed the Commission in favor of approval.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Hispanola Avenue, addressed the Commission in support of the request.

There was no opposition to the request.

The Mayor closed the public hearing.

Commissioner Jorge Gonzalez made a motion to approve the request with the following conditions as recommended by the Village Planner:

1. Building Permits and related approvals must be obtained from the Building Official prior to commencement of construction.
2. The patio/porch must be constructed in accordance with the approved plans on file with the Village Clerk for this Variance request.
3. The outdoor dining area shall conform to the regulations outlined in Section 152.030(B)(9) of the Village Code.
4. Cost Recovery charges must be paid pursuant to Section 152.110 of the Village Code. Specifically no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Applicant is required to pull permits within 180 days of variance approval by the Village Commission.
6. Authorization or issue of this variance does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of the variance if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
7. All applicable stated and federal permits must be obtained before commencement of construction.

The motion was seconded Vice Mayor Eddie Lim and adopted by a 4-0 vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET UNLESS THE VILLAGE COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2012-12 PERTAINING TO THE BUSINESS DEVELOPMENT ADVISORY COMMITTEE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

- D. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)- (SECOND READING)**

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

- D. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) - (SECOND READING)**

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

- E. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.10 THROUGH 32.17 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "COMMUNITY ENHANCEMENT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)- (SECOND READING)**

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING

Items were heard earlier on the agenda.

14. UNFINISHED BUSINESS

- A. APPOINTMENT OF MEMBERS TO THE CITIZENS BUDGET & OVERSIGHT BOARD (COMMISSIONER RICHARD CHERVONY)**

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

B. APPOINTMENT OF MEMBERS TO THE COMMUNITY ENHANCEMENT BOARD (COMMISSIONER RICHARD CHERVONY)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

C. PUBLIC WORKS DEPARTMENT STAFFING (INTERIM VILLAGE MANAGER JENICE ROSADO)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

D. UNRESERVED FUND BALANCE/VILLAGE EXPENSES (COMMISSIONER RICHARD CHERVONY)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

E. WORKPLAN FOR REVISING THE VILLAGE'S ZONING CODE AND LAND DEVELOPMENT REGULATIONS (VILLAGE PLANNER JIM LARUE)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

F. PARK LAND ACQUISITION (MAYOR CONNIE LEON-KREPS)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

15. NEW BUSINESS

A. HOLIDAY LIGHTING (INTERIM VILLAGE MANAGER JENICE ROSADO)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

B. NORTH BAY VILLAGE SIGNAGE (VICE MAYOR EDDIE LIM)

This item was deferred to the July 31, 2013 Special Village Commission Meeting.

16. APPROVAL OF MINUTES (DEFERRED FROM JUNE 11, 2013)

- A. Special Commission Meeting-April 1, 2013**
- B. Regular Commission Meeting –March 12, 2013**
- C. Regular Commission Meeting-April 9, 2013**
- D. Special Commission Meeting-February 28, 2013**
- E. Regular Commission Meeting-February 12, 2013**

No action was taken on the Minutes.

17. ADJOURNMENT

The meeting adjourned at 11:54 p.m.

Respectfully submitted:

Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141**

JULY 11, 2013

7:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 7:33 p.m. and she read the rules of conduct for the proceeding.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

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

Commissioner Wendy Duvall was absent on family medical.

Interim Village Manager Jenice Rosado
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Finance Director Bert Wrains
Lieutenant Brian Collins
Public Works Director Rodney Carrero
Village Planner, Jim LaRue
Village Clerk Yvonne P. Hamilton

2. NEW BUSINESS

A. APPOINTMENT OF INTERIM VILLAGE MANAGER

Interim Village Manager Jenice Rosado informed the Commission that she would resume the position of Deputy Village Manager/HR Director if a new Village Interim Manager was hired.

The Mayor noted for the record that there is still an opening for a permanent full-time Village Manager.

Discussion ensued regarding the reason for hiring of a new interim Village Manager.

Frank Rollason addressed the Commission regarding his qualifications for the position.

Following discussion by the members of the Commission, the Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, Mario Garcia, of 7540 Cutlass Avenue, Jorge Brito, of 1865 Kennedy Causeway, Robert Breiner, of 7941 West Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Gudrin Volker, of 7517 Cutlass Avenue addressed the Commission.

Commissioner Jorge Gonzalez made a motion to approve the hiring of Frank J. Rollason as the new Interim Village Manager contingent upon the Village's labor attorney negotiating an employment contract with Mr. Rollason for approval at a Special Commission Meeting on July 22, 2013. The motion was seconded by Vice Mayor Eddie Lim and adopted by a 4-0 vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony and Commissioner Jorge Gonzalez all voting Yes.

3. ADJOURNMENT

The meeting was adjourned at 8:23 p.m.

Respectfully submitted:

Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

JUNE 11, 2013

7:30 P.M.

1. CALL TO ORDER.

The meeting was called to order by Mayor Connie Leon-Kreps at 7:35 p.m., and she read the rules of conduct for the proceedings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Commissioner Richard Chervony
Mayor Connie Leon-Kreps
Commissioner Wendy Duvall
Commissioner Jorge Gonzalez

Vice Mayor Lim was absent on a scheduled vacation.

Interim Village Manager Jenice Rosado
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero
Village Clerk Yvonne P. Hamilton

2A. APPOINTMENT OF ADVISORY BOARD MEMBERS (COMMISSIONER RICHARD CHERVONY)

Discussion ensued as to the appropriateness of making appointments to the Boards prior to the amendment and adoption of the associated ordinances in Items 12A and 12B concerning the Citizens Budget & Oversight Board and the Community Enhancement Board.

The following addressed the Commission: Mario Garcia, of 7540 Cutlass Avenue, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Manny Cetner, of 7524 East Treasure Drive.

1. CITIZENS BUDGET & OVERSIGHT BOARD

Mayor Connie Leon-Kreps made a motion deferring Item 2A(1) to the next meeting. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 3-1 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez and Mayor Connie Leon-Kreps all voting Yes. Commissioner Richard Chervony voted No.

2. COMMUNITY EHNANCEMENT BOARD

Commissioner Jorge Gonzalez made a motion deferring Item 2A(2) to the next meeting. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a 3-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

3. PROCLAMATIONS AND AWARDS

A. SPECIAL PRESENTATIONS

There were no special presentations.

B. ADDITIONS AND DELETIONS

Commissioner Richard Chervony made a motion to hear Item 14D before Item 8. There was no second to the motion.

3. BOARD REPORTS

A. BUSINESS DEVELOPMENT ADVISORY COMMITTEE

A report was not provided.

B. YOUTH AND EDUCATION SERVICES BOARD

A report was not provided.

C. PLANNING & ZONING BOARD

A report was not provided.

4. PUBLIC SAFETY DISCUSSION

Commissioner Richard Chervony, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps presented reports.

The Mayor requested copies of all contracts with the Village.

The Mayor asked the Village Clerk to explain the Business Tax Receipt process and why the agenda was issued late.

Village Clerk Yvonne Hamilton discussed the Business Tax Receipt process, and also informed the Mayor that a process was not in place with a deadline for submittal of items to her to ensure distribution of the Commission Meeting agenda packages on time.

6. **VILLAGE ATTORNEY'S REPORT**

Village Attorney Nina Boniske requested an Executive Session in the matter of North Bay Village Investment Trust, LLC. A Florida Limited Liability Company vs. City of North Bay Village; Case No. 12-39080CA32.

The Village Attorney also responded to comments concerning the Cost Recovery Program and provided an update on projects that she is working on.

Discussion ensued regarding the Village's Cost Recovery Program.

7. **VILLAGE MANAGER'S REPORT**

Interim Village Manager Jenice Rosado presented a report.

8. **FINANCE REPORT**

Finance Director Bert Wrains presented the financial report.

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

The following addressed the Commission: Mario Garcia, of 7540 Cutlass Avenue, Beth Shaftal, of 7525 Adventure Avenue, Manny Cetner, of 7524 East Treasure Drive, Ann Bakst, of 1865 Kennedy Causeway, Robert Breiner, of 7941 West Drive, Reinaldo Trujillo, of 7601 East Treasure Drive, Al Coletta, of 7904 West Drive, Joaquin Ramirez, of 7601 East Treasure Drive, and Andreana Jackson, of 1801 South Treasure Drive.

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

A. **A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

- B. **A RESOLUTION OF NORTH BAY VILLAGE (“VILLAGE”), FLORIDA, INCORPORATING A PUBLIC EMERGENCY POLICY INTO THE VILLAGE EMPLOYEES POLICIES AND PROCEDURES DATED SEPTEMBER 18, 2012 PROVIDING THE METHOD AND AMOUNT OF COMPENSATION TO BE PAID TO VILLAGE EMPLOYEES DURING A PUBLIC EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**
- C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE ADMINISTRATION AND CONGRESS OF THE UNITED STATES TO PRESERVE THE CURRENT TAX-EXEMPT STATUS OF MUNICIPAL BONDS, AND REJECT ANY PROPOSAL THAT WOULD REDUCE OR ELIMINATE THE FEDERAL TAX EXEMPTION ON INTEREST EARNED FROM TAX-EXEMPT MUNICIPAL BONDS. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

Mayor Connie Leon-Kreps made a motion approving the Consent Agenda items. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Commissioner Richard Chervony, and Mayor Connie Leon-Kreps all voting Yes.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO “CITIZENS BUDGET AND OVERSIGHT BOARD” CHANGING THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFYING THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the Ordinance by title.

16(43)

Commissioner Chervony discussed the purpose of the ordinance.

The Mayor opened the floor to public comments. Mario Garcia and Ann Bakst addressed the Commission.

Commissioner Richard Chervony made a motion approving the Ordinance. The motion was seconded by Commissioner Wendy Duvall.

Following discussion, Commissioner Jorge Gonzalez offered an amendment to the Ordinance to allow the Boards to continue until new appointments are made to allow continuity. Commissioner Richard Chervony accepted the amendment to the motion.

The motion as amended was adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps and Commissioner Richard Chervony all voting Yes.

B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.10 THROUGH 32.17 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "COMMUNITY ENHANCEMENT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony explained the purpose of the Ordinance.

~~The Mayor opened the floor to public comments.~~

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

Commissioner Richard Chervony made a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps and Commissioner Richard Chervony all voting Yes.

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE COMPOSITION AND NUMBER OF MEMBERS ON THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

Mayor Leon-Kreps noted that the Ordinance had similar provisions to Item 12A.

The Mayor opened the floor to public comments and there were no speakers.

Mayor Connie Leon-Kreps made a motion approving the Ordinance on firsts reading. The motion was seconded by Commissioner Wendy Duvall and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez and Mayor Connie Leon-Kreps all voting Yes.

- D. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.10 THROUGH 32.17 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "COMMUNITY ENHANCEMENT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Mayor withdrew Item 12D from the agenda.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A GRANT APPLICATION AND IMPLEMENTATION OF TWO POLICE OFFICER POSITIONS THROUGH THE COPS HIRING PROGRAM; APPROVING ASSOCIATED PERSONNEL COST; PROVIDING FOR MATCHING FUNDS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway and Reinaldo Trujillo, of 7601 East Treasure Drive addressed the Commission.

Commissioner Richard Chervony made a motion approving the Resolution with the condition that the matter be brought back before the Commission. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

- F. A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, APPROVING THE SCOPE OF SERVICES FOR THE CREATION OF A PARKS AND MASTER PLAN FOR THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ISSUE REQUESTS FOR PROPOSALS FROM QUALIFIED INDIVIDUALS/FIRMS TO PREPARE THE PARKS RECREATION MASTER PLAN; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

Jim LaRue, of LaRue Planning & Management, Village Planner made a brief presentation on the item

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Richard Chervony made a motion approving the Resolution with the condition that a disbursement schedule of the payments for the project be provided. The motion was seconded by Commissioner Wendy Duvall and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

- G. A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN ADDENDUM TO AND MODIFICATION OF THE SEPARATION AGREEMENT BETWEEN THE VILLAGE AND ROLAND PANDOLFI, AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments and there were no speakers.

Following discussion, Commissioner Richard Chervony made a motion approving the Resolution for payment of \$15,832. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps, and all voting Yes.

- H. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

Village Attorney Nina Boniske made a brief presentation on the item and Finance Director Bert Wrains explained the fees.

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Richard Chervony made a motion approving the ordinance on first reading. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

- I. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ETC INSTITUTE, INC. FOR THE IMPLEMENTATION OF A CITIZEN SURVEY; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; BUDGETING AND AUTHORIZING THE EXPENDITURE OF FUNDS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE AGREEMENT; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

The Mayor opened the floor to public comments.

The following addressed the Commission: Gudrin Volker, of 7517 Cutlass Avenue, Mario Garcia, of 7540 Cutlass Avenue, and Ann Bakst, of 1865 Kennedy Causeway.

Following discussion, the Mayor removed the item from the agenda.

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

- A. **AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.031 ENTITLED "LIMITED COMMERCIAL DISTRICT" TO CLARIFY APPLICABILITY OF THE BAY VIEW OVERLAY DISTRICTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY JENICE ROSADO, INTERIM VILLAGE MANAGER) - SECOND READING/PUBLIC HEARING**

The Village Clerk read the Ordinance by title.

Jim LaRue, of LaRue Planning Management, Village Planner explained the purpose and intent of the ordinance to allow the height bonuses in the RM-70 Zoning District/Bay View Overlay to apply to the Limited Commercial District. The Planning & Zoning Board recommended approval of the ordinance.

The Mayor opened the public hearing and there were no speakers.

Commissioner Richard Chervony made a motion approving the Ordinance. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Jorge Gonzalez all voting Yes.

14. UNFINISHED BUSINESS

A. **North Bay Village Scholarship Program (COMMISSIONER JORGE GONZALEZ)**

Discussion ensued regarding the proposal to offer \$5,500 in increments of \$2,500, \$2,000 and \$1,000 to graduating North Bay Village seniors for academic achievements.

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Jorge Gonzalez made a motion directing staff to pursue the project and provide answers to the number of hours and employee time that would be involved, for possible addition to the budget, and whether the Village is allowed to collect donations for the Scholarship Program. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

B. North Bay Village Special Needs Program (COMMISSIONER JORGE GONZALEZ)

Commissioner Jorge Gonzalez explained the proposed program to identify special needs individuals and programs available that would provide nutrition, transportation, elderly activities, etc.

The Mayor opened the floor to public comments.

Gudrin Volker, of 7517 Cutlass Avenue and Mario Garcia, of 7540 Hispanola Avenue addressed the Commission. It was noted that Miami-Dade County currently offers transportation and a meals-on-wheels program.

Following discussion Commissioner Gonzalez removed the item from the agenda. He requested that Staff move forward with the program to identify special needs people and match them with the right program.

Mayor Connie Leon-Kreps moved to continue the meeting to 12:30 a.m. Commissioner Jorge Gonzalez seconded the motion which carried 3-0. Commissioner Wendy Duvall was absent from the dais.

C. INSTALLATION OF SPEED HUMPS ON HARBOR ISLAND (COMMISSIONER JORGE GONZALEZ)

Commissioner Richard Chervony made a motion to defer the item to the next Commission Meeting to allow staff to provide suggestions on how to install the speed humps without removing parking spaces. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

D. UNRESERVED FUND BALANCE/VILLAGE EXPENSES (COMMISSIONER RICHARD CHERVONY)

Commissioner Richard Chervony deferred the item to the next Commission Meeting.

15. **NEW BUSINESS**

A. VILLAGE MANAGER (COMMISSIONER WENDY DUVALL)

Discussion ensued regarding insufficient candidates for the Village Manager position and re-opening the advertisement in order to evaluate other candidates.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Cutlass Avenue and Al Coletta, of 7904 West Drive addressed the Commission.

Following discussion, Mayor Connie Leon-Kreps made a motion to cancel the Special Commission Meeting scheduled for June 17, 2013 to appoint a Village Manager; to reopen the advertisement for 60 days, and to revise the advertisement to ensure it has the appropriate language for the position. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 3-1 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Richard Chervony voted No.

Commissioner Richard Chervony moved to defer the balance of the items to the next Commission Meeting. Commissioner Jorge Gonzalez seconded the motion and all voted in favor.

Commissioner Richard Chervony made a motion to adjourn at 12:35 p. m. There was no second to the motion.

Item 15B and 15F were addressed next on the agenda.

B. NORTH BAY VILLAGE MEETINGS:

- 1.) Setting Meeting Dates
- 2.) Cancellation of August Regular Commission Meeting pursuant to Section 3.09 of the Village Charter
- 3.) Rescheduling July 9, 2013 Regular Commission Meeting

Commissioner Chervony stated for the record his pending vacation from July 25, 2013 to August 14, 2013 and asked to be excused if any meetings are held during this time.

Commissioner Wendy Duvall made a motion to reschedule the July 9, 2013 Commission Meeting to July 16th. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

Commissioner Richard Chervony made a motion to adjourn at 12:38 a.m. and left the meeting. There was no second to the motion.

Mayor Connie Leon-Kreps moved to extend the meeting to 12:45 a.m. to hear Item 15F and Commissioner Jorge Gonzalez seconded the motion, which carried 3-0.

ITEM 15F

VILLAGE ADMINISTRATIVE OFFICE SPACE FOR HOUSE REPRESENTATIVE DAVE RICHARDSON (MAYOR CONNIE LEON-KREPS)

Mayor Connie Leon-Kreps made a motion to approve Item 15F. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 3-0 vote. The vote was as follows: Commissioner Jorge Gonzalez, Commissioner Wendy Duvall, and Mayor Connie Leon-Kreps all voting Yes.

C. PUBLIC WORKS DEPARTMENT STAFFING (INTERIM VILLAGE MANAGER)

This item was deferred to the next Commission Meeting.

D. WORKPLAN FOR REVISING THE VILLAGE'S ZONING CODE AND LAND DEVELOPMENT REGULATIONS (VILLAGE PLANNER JIM LARUE)

The item was deferred to the next Commission Meeting.

E. PARK LAND ACQUISITION (MAYOR CONNIE LEON-KREPS)

The item was deferred to the next Commission Meeting.

16. APPROVAL OF MINUTES

- A. Regular Commission Meeting-April 9, 2013**
- B. Special Commission Meeting-April 1, 2013**
- C. Regular Commission Meeting –March 12, 2013**
- D. Special Commission Meeting-February 28, 2013**
- E. Regular Commission Meeting-February 12, 2013**

This item was deferred to the next Commission Meeting.

17. ADJOURNMENT

The meeting adjourned at 12:51 a.m.

(Note: The Minutes are not a 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.)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 208 North Bay Village, FL 33141

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

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL 7540 EAST TREASURE DRIVE

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #208
NORTH BAY VILLAGE, FL 33141

May 14, 2013

7:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 7:40 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Commissioner Richard Chervony
Vice Mayor Eddie Lim
Mayor Connie Leon-Kreps
Commissioner Wendy Duvall
Commissioner Jorge Gonzalez
Interim Village Manager Jenice Rosado
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey

16154

Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero
Village Clerk Yvonne P. Hamilton

2. PROCLAMATIONS AND AWARDS

A. SPECIAL PRESENTATIONS

1. VILLAGE LOBBYIST FAUSTO GOMEZ

Mr. Gomez provided an update on the legislative issues.

B. ADDITIONS AND DELETIONS

Without objection Item 12G was heard next on the agenda.

Item 12 G

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO

The Village Clerk read the Resolution into the record.

The Mayor opened the floor to public comments.

Dr. Leslie Rosenberg, of Miami-Dade County Public Schools, made a presentation on the nursing program.

The Mayor opened the floor to public comments.

Miami Beach Commissioner Jerry Libbin expressed his support for the nurse and health care for the community.

Alvin Blake, of 7601 Coquina Drive and Sophia Morel, of Treasure Island Representative on Miami-Beach Quality Education Board, addressed the Commission.

Commissioner Jorge Gonzalez made a motion approving the Resolution. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

15B. REMOVAL OF CHAIN-LINK FENCE ON THE SOUTH SIDE OF THE FLAT BRIDGE ON THE 79TH STREET CAUSEWAY WITHIN THE VILLAGE (MAYOR CONNIE LEON-KREPS)

The Village Clerk read the item into the record.

The Mayor opened the floor to the public.

Village Lobbyist Fausto Gomez, House Representative Dave Richardson, Ann Bakst, of 1865 Kennedy Causeway, Kevin Vericker, of 7520 Hispanola Avenue, Mario Garcia, of 7540 Cutlass Avenue, and Rosa Neely, of 7901 Hispanola Avenue addressed the Commission.

Commissioner Wendy Duvall made a motion to have the fence removed immediately. The motion was seconded by Vice Mayor Eddie Lim and approved by a unanimous roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

3. BOARD REPORTS

A. BUSINESS DEVELOPMENT ADVISORY COMMITTEE

Vice Chair Mario Garcia reported that a meeting was not held due to the lack of a quorum.

B. YOUTH AND EDUCATION SERVICES BOARD

Chair Kevin Vericker reported on the May 20, 2013 meeting.

C. PLANNING & ZONING BOARD

A report was not provided.

4. PUBLIC SAFETY DISCUSSION

Chief Robert Daniels announced the cancellation of the Law Enforcement Memorial Service scheduled for May 15, 2013. There was a moment of silence in observance of Law Enforcement Week.

The Chief also presented awards to John Costa upon his retirement after 19 years of service with the Village. Corporal Mark Weinstein was recognized as Officer of the Year; and Lieutenant Brian Collins was recognized as Officer of the Quarter for 2013.

5. COMMISSIONERS' REPORTS

Reports were provided by Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Mayor Connie Leon-Kreps.

6. VILLAGE ATTORNEY'S REPORT

A report was not provided.

7. VILLAGE MANAGER'S REPORT

Interim Village Manager Jenice Rosado read a written report into the record.

8. FINANCE REPORT

Finance Director Bert Wrains presented the financial report.

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

The Good & Welfare Session opened at 8:50 p.m. No one came forward to be heard.

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

Items 10A and 10B be were removed from the Consent Agenda and discussed separately.

- C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE AND MS. JENICE ROSADO, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

Commissioner Jorge Gonzalez made a motion approving the Consent Agenda Item 10C. The motion was seconded by Commissioner Richard Chervony and adopted by a unanimous roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

- 10A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., FOR THE LEASE AND MAINTENANCE OF A POLICE MOTORCYCLE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

Vice Mayor Eddie Lim made a motion approving the Resolution. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes. Commissioner Richard Chervony voted No.

10B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2013 FISCAL YEAR GENERAL OPERATING BUDGET BY TRANSFERRING \$50,000 FROM THE GENERAL FUND RESERVE ACCOUNT TO THE SPECIAL EVENT LINE ITEM OF THE GENERAL OPERATING ACCOUNT; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)

The Village Clerk read the Resolution by title.

The Mayor stated for the record that the passage of this Resolution will assist the Village and prevent litigation

Commissioner Chervony stated for the record that a vote for the item will turn the reserves into a negative and result in the Village becoming bankrupt.

Vice Mayor Eddie Lim made a motion approving the Resolution subject to the condition that a disbursement schedule be provided to the Village Manager. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes. Commissioner Richard Chervony voted No.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A WORK ORDER BETWEEN ENVIROWASTE SERVICES GROUP, INC. AND THE VILLAGE FOR THE RENTAL OF SEVEN (7) FLOW METERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE WORK ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK ORDER; WAIVING COMPETITIVE BIDDING; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion approving the Resolution. The motion was seconded by Commissioner Wendy Duvall and adopted by a 5-0 call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall and Commissioner Jorge Gonzalez all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO UPDATE THE VILLAGE'S SANITARY SEWER EVALUATION STUDY; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS NOT TO EXCEED \$11,800.00; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony stated for the record that the monies are being taken from the Utility Fund.

Commissioner Richard Chervony made a motion approving the Resolution. The motion was seconded by Commissioner Wendy Duvall and adopted by a 5-0 call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REVISING THE NORTH BAY VILLAGE COMMISSION MEETING AND AGENDA PROCEDURES TO CHANGE THE TIME OF THE REGULAR COMMISSION MEETINGS TO 6:30 P.M.; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Resolution by title.

The item was withdrawn by Mayor Connie Leon-Kreps as the sponsor.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING THE LEASE AGREEMENT WITH LEXI DEVELOPMENT COMPANY, INC. FOR MUNICIPAL OPERATIONS AT 1700 KENNEDY CAUSEWAY; AUTHORIZING APPROPRIATE VILLAGE OFFICIALS TO NEGOTIATE A LEASE WITH CAUSEWAY TOWERS FOR VILLAGE HALL; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; APPROPRIATING AND BUDGETING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS FOR THE COST OF TERMINATING THE LEASE AND RELATED RELOCATION AND BUILDOUT EXPENSES; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Cutlass Avenue and Jorge Brito, of 1865 Kennedy Causeway addressed the Commission.

Vice Mayor Eddie Lim made a motion to approve the Resolution to terminate the lease with the Lexi Development Company, directing staff and the Village Attorney to attempt to negotiate a 60-day waiver, and authorizing the Village Attorney to negotiate a lease with Causeway Tower. The motion was seconded by Commissioner Wendy Duvall and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING PAYMENT TO LIFT STATIONS “R” US FOR WORK PERFORMED ON THE VILLAGE LIFT STATIONS; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion approving the Resolution. The motion was seconded by Commissioner Wendy Duvall and adopted by a 5-0 call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall and Commissioner Jorge Gonzalez all voting Yes.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING PAYMENT TO CENTRAL PLUMBING – W.S. COMPANY INC. FOR EMERGENCY REPAIRS TO THE VILLAGE STORM WATER DRAINAGE SYSTEM; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion approving the Resolution. The motion was seconded by Mayor Connie Leon-Kreps by a 5-0 call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

16 (62)

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY DEAN SPIEGEL, FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR CONSTRUCTION OF AN EIGHT-FOOT HIGH FENCE AT 7521 HISPANOLA AVENUE, WHERE A SIX-FOOT HIGH FENCE IS REQUIRED; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and the Village Clerk swore in all those planning to testify. The Village Attorney asked the Commission Members to disclose any ex-parte communication regarding the request.

The Mayor disclosed communication with the applicant.

Ben Smith, of LaRue Planning Management, the Village Planner presented the Staff Report stating that there was sufficient evidence to support a recommendation for approval.

The applicant Dean Spiegel addressed the Commission and discussed the purpose of the 8' high fence to protect his family from the dogs on the adjacent property.

The Mayor opened the Public Hearing. Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission in support of the Variance request.

The Mayor closed the Public Hearing.

Commissioner Richard Chervony made a motion approving the Resolution granting the Variance request with the following conditions:

- (1) Pursuant to Section 152.103 of the Village Code, the Applicant shall obtain a building permit for the request approved herein within one (1) year of this approval. If a building permit is not obtained or an extension granted within the prescribed time limit then this approval shall become null and void.
- (2) The approvals granted herein shall be in accordance with the submitted plans for the hearing on March 20, 2013, providing for an eight-foot fence running only on the southern (side) edge of the property from the rear property line to the front edge of the existing house.
- (3) Payment of all applicable Building Permit Fees.

The motion was seconded by Commissioner Wendy Duvall and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1365 BAY TERRACE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST AND WAIVING SECTION 150.11(A) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A DOCK MORE THAN TWENTY-FIVE FEET PERPENDICULAR FROM THE SEAWALL; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and the Village Clerk swore in all those planning to testify. The Village Attorney asked the Commission Members to disclose any ex-parte communication regarding the request.

There was no ex-parte communication.

Ben Smith, of LaRue Planning Management, Village Planner recommended approval of the request with the following conditions:

1. The dock shall not exceed 46 feet measured perpendicular from the existing seawall.
2. The height of the dock shall not exceed five (5) feet from the ground level which shall be reflected on the Building Permit Application.
3. The Applicant shall pay all applicable Building Permit Fees to the Village at time of Building Permit Application.
4. The Applicant shall comply with all applicable Village, County, State and Federal laws.

Glen Larson, of Dock and Marine Construction addressed the Commission on behalf of the applicant.

The Mayor opened the public hearing and there were no speakers.

Commissioner Richard Chervony made a motion approving the Resolution with the following conditions outlined by the Village Planner. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 7730 MIAMI VIEW DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and the Village Clerk swore in all those planning to testify. The Village Attorney asked the Commission Members to disclose any ex-parte communication regarding the request.

The members of the Commission disclosed that there was no ex-parte communication.

Ben Smith, of LaRue Planning Management, Village Planner recommended approval of the request with the following conditions:

1. The pilings shall be placed and relocated consistent with the Site Plan submitted on March 22, 2013 for the hearing on May 14, 2013.
2. The existing dock shall remain and shall not be altered.
3. The height of the dock shall not exceed five (5) feet from the ground level which shall be reflected on the Building Permit Application.
4. The Applicant shall comply with all applicable Village, County, State and Federal laws.

The applicant Ramiro A. Abreu explained the request to relocate the pilings to make the dock bigger.

The Mayor opened the public hearing and there were no speakers.

Commissioner Jorge Gonzalez made a motion approving the Resolution for construction of the dock with the conditions stated by the Village Planner. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 7720 MIAMI VIEW DRIVE; PROVIDING FINDINGS; PROVIDING FOR GRANTING THE REQUEST AND WAIVING SECTION 150.11(A) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A DOCK MORE THAN TWENTY-FIVE FEET PERPENDICULAR FROM THE SEAWALL; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and the Village Clerk swore in all those planning to testify. The Village Attorney asked the Commission Members to disclose any ex-parte communication regarding the request.

Ben Smith, of LaRue Planning Management, Village Planner recommended approval of the request with the following conditions:

1. The dock shall not exceed 40 feet measured perpendicular from the existing seawall.
2. The height of the dock shall not exceed five (5) feet from the ground level which shall be reflected on the Building Permit Application.
3. The Applicant shall pay all applicable Building Permit Fees to the Village at time of Building Permit Application.
4. The Applicant shall comply with all applicable Village, County, State and Federal laws.

The contractor Paul Schaeffer was present on behalf of the applicant. He reported that the project had received preliminary approval from DERM pending approval by the Village.

The Mayor opened the public hearing and there were no speakers.

Commissioner Richard Chervony made a motion approving the Resolution grant the request with the conditions outlined by the Village Planner. The motion was seconded by Mayor Connie Leon-Kreps and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

E. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED, "GARBAGE, TRASH AND WEEDS" TO REGULATE COMMERCIAL CONTAINERS AND DISPOSAL REQUIREMENTS; AMENDING SECTION 153.04 ENTITLED "SCHEDULE OF CIVIL PENALTIES" TO ADDRESS VIOLATIONS OF CHAPTER 94 RELATED TO GARBAGE, TRASH AND WEEDS; AMENDING SECTION 155.18 TO PROVIDE ADDITIONAL STANDARDS FOR DUMPSTER SCREENING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) – SECOND READING/PUBLIC HEARING

The Village Clerk read the ordinance by title.

The Mayor opened the public hearing and there were no speakers.

Commissioner Richard Chervony made a motion approving the Ordinance. The motion was seconded by Vice Mayor Eddie Lim and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

F. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY AMENDING SECTION 152.031 ENTITLED "LIMITED COMMERCIAL DISTRICT" TO CLARIFY APPLICABILITY OF THE BAY VIEW OVERLAY DISTRICTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY JENICE ROSADO, INTERIM VILLAGE MANAGER) – FIRST READING/PUBLIC HEARING

The Village Clerk read the Ordinance by title.

Ben Smith, of LaRue Planning Management, Village Planner explained the purpose of the ordinance.

The Mayor opened the public hearing and there were no speakers.

Commissioner Richard Chervony made a motion approving the ordinance on first reading. The motion was seconded Vice Mayor Eddie Lim and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

Mayor Connie Leon-Kreps made a motion to extend the meeting to 12:30 a.m. Commissioner Jorge Gonzalez seconded the motion, and all voted in favor.

14. UNFINISHED BUSINESS (CONTINUED FROM FEBRUARY 12, 2013 VILLAGE COMMISSION MEETING)

15D. Approval of Minutes (Deferred from February 2013)

- A. SPECIAL COMMISSION MEETING – 01/15/2013**
- B. REGULAR COMMISSION MEETING–01/08/2013**
- C. SPECIAL COMMISSION MEETING – 12/03/2012**
- D. REGULAR COMMISSION MEETING–12/11/2012**
- E. SPECIAL COMMISSION MEETING – 12/18/2012**
- F. SPECIAL COMMISSION MEETING – 11/16/2012**

Vice Mayor Eddie Lim made a motion approving the Minutes as submitted. The motion was seconded by Commissioner Richard Chervony and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim and all voting Yes.

15. NEW BUSINESS

**A. VILLAGE ADVISORY BOARDS
(COMMISSIONER RICHARD CHERVONY)**

Commissioner Richard Chervony made a motion deferring Item 15A to the May 21, 2013 Special Commission Meeting to be heard after the Roll Call. The motion was seconded Vice Mayor Eddie Lim and adopted by a unanimous roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

16. APPROVAL OF MINUTES

None.

17. ADJOURNMENT

The meeting adjourned at 12:10 a.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by the City of North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



North Bay Village

Administrative Offices

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OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING CAUSEWAY TOWER, 3RD FLOOR 1666 KENNEDY CAUSEWAY

April 1, 2013

6:00 P.M.

1. CALL TO ORDER.

The meeting was called to order by Mayor Connie Leon-Kreps at 6:12 p.m. and she read the rules of conduct for the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present at Roll Call were Commissioner Richard Chervony, Vice Mayor Eddie Lim, Mayor Connie Leon-Kreps, Commissioner Jorge Gonzalez, and Commissioner Wendy Duvall. As a quorum was determined to be present, the meeting commenced.

Also present were: Village Manager Dennis Kelly, Village Attorney Nina Boniske, Deputy Village Manager/HR Director Jenice Rosado, Public Works Director Rodney Carerro Santana, Finance Director Bert Wrains, Lieutenant James McCready and Village Clerk Yvonne P. Hamilton.

Mr. Kelly left the meeting at 6:16 p.m. His legal counsel, Lynn Danheisser, was present on his behalf.

4. **RESOLUTIONS**

- A. **A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING THE EMPLOYMENT AGREEMENT BETWEEN DENNIS KELLY AND NORTH BAY VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE A SEVERANCE AND GENERAL RELEASE AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Resolution by title.

Village Attorney Nina Boniske discussed the Severance Agreement.

Finance Director Bert Wrains discussed the financial impact of the severance package.

The Mayor opened the floor to public comments.

The following addressed the Commission: Al Coletta, of 7904 West Drive, Fane Lozman, of 7914 West Drive, Jorge Brito, of 1865 Kennedy Causeway, Scott Greenwald, developer of 1700 Kennedy Causeway, Alvin Blake, of 7601 Coquina Drive, Ann Bakst, of 1865 Kennedy Causeway, Tim Oregon, of Treasure Island, Mario Garcia, of 7540 Cutlass Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Reinaldo Trujillo, of 7601 Treasure Drive, Elaine Beutel, of 7533 Hispanola Avenue, Max Crown, of 1640 S. Treasure Drive, and Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue.

The members of the Commission discussed their dissatisfaction with Mr. Kelly's job performance.

Commissioner Jorge Gonzalez made a motion to approve the Resolution. Vice Mayor Eddie Lim seconded the motion which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

B. A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING AN INTERIM VILLAGE MANAGER; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

The Village Clerk read the Resolution by title.

Commissioner Wendy Duvall made a motion to appoint Deputy Village Manager/HR Director as the Interim Village Manager.

The following addressed the Commission: Fane Lozman, of 7914 West Drive, Mario Garcia, of 7540 Cutlass Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Jorge Brito, of 1865 Kennedy Causeway, Scott Greenwald, of 1700 Kennedy Causeway, Al Coletta, of 7904 West Drive, and Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue.

Commissioner Richard Chervony seconded the motion which was adopted by a unanimous roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

Finance Director Bert Wrains clarified that the total impact of Mr. Kelly's severance package was \$57,789.

5. ADJOURNMENT

The meeting adjourned at 6:25 p.m.

Prepared and submitted by: Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor

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