



## North Bay Village

Administrative Offices

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

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

### OFFICIAL AGENDA

#### REGULAR VILLAGE COMMISSION MEETING

##### VILLAGE HALL

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

**TUESDAY, DECEMBER 8, 2015**

**7:30 P.M.**

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

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

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#### 1. CALL TO ORDER

##### PLEDGE OF ALLEGIANCE

##### ROLL CALL

#### 2. A. PROCLAMATIONS AND AWARDS

1. **RECOGNITION - REBECCA BRATTNER AND MARIE PAREDES (VIGIL FOR PARIS) – *MAYOR CONNIE LEON KREPS***

#### B. SPECIAL PRESENTATIONS

1. **MICHAEL HYMAN – BAYSHORE, YACHT & TENNIS CLUB**

#### C. ADDITIONS AND DELETIONS

#### 3. GOOD & WELFARE

4. **BOARD REPORTS**

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

5. **PUBLIC SAFETY DISCUSSION**

6. **COMMISSIONERS' REPORTS**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

- A. Grant Writer's Report

9. **FINANCE REPORT**

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO ENTER INTO AN ADMINISTRATIVE CONSENT AGREEMENT IN THE FORM ATTACHED HERETO AS "EXHIBIT 1" BETWEEN NORTH BAY VILLAGE AND THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (HEREINAFTER REFERRED TO AS DERM) TO FACILITATE COMPLIANCE WITH SANITARY SEWER SYSTEM REGULATIONS, (PERMIT NO. DWO-32); SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will authorize a settlement with DERM to extend the period of time for submittal of a Sanitary Sewer Evaluation Report.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) NEW POLICE VEHICLES FROM DON REID FORD, INC. UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT; PURSUANT TO THE PIGGY BACK PROVISION, AS PER SECTION 36.25 (K) OF THE VILLAGE'S PURCHASING ORDINANCE; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will authorize the purchase of three police cars.

- C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$36,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE VEHICLE; INCLUDING AN AMOUNT NOT TO EXCEED \$5,000 FOR EQUIPMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the purchase of a new police car to replace one that was involved in an accident and was deemed a total loss by our insurance carrier-\$24,460 was received for a replacement vehicle.

- 1.) **Commission Action**

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 97 ENTITLED “PARKS AND RECREATION” BY REVISING SECTION 97.02 PERTAINING TO HOURS OF OPERATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Ordinance will regulate the opening of the Village parks from sunup to sundown.

- 1.) **Commission Action**

- B. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTIONS 32.92 THROUGH 32.99 CREATING AN “ANIMAL CONTROL ADVISORY BOARD”; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will create a committee consisting of a group of residents and/or business owners or business representatives to address animal issues in the Village.

- 1.) **Commission Action**

**C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution urges the Appropriations Committee of the United States House of Representatives and Congress to appropriate funding of at least \$3.39 Billion in FY 2016 budget for the Low Income Energy Assistance Program.

**1.) Commission Action**

**13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:**

**A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 111.01 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES; PROVIDING FOR CONTENT OF SIGN TO INCLUDE PROHIBITION ON THE SALE TO MINORS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ) – SECOND READING**

The proposed Ordinance patterns Miami-Dade County regulations, which require warnings signs to be placed at all locations in the Village where alcoholic beverages are sold to the public.

**1.) Commission Action**

**B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED “BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS” AND CHAPTER 152, SECTION 152.055 ENTITLED “FENCES, WALLS, AND HEDGES” TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will allow for temporary fencing on construction sites and fencing of all multi-family and commercial vacant properties in the Village.

**1.) Commission Action**

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO 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 AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – SECOND READING**

The proposed Ordinance will revise an existing Development Agreement with IOD for development at 1415 Kennedy Causeway to make the payment schedule for the aggregated bonus fees consistent with the Village's current standards.

- 1.) Commission Action**

**14. UNFINISHED BUSINESS**

**15. NEW BUSINESS**

- A. APPOINTMENT OF TREASURE ISLAND COMMISSIONER PURSUANT TO SECTION 3.07(D) OF THE VILLAGE CHARTER – TERM TO BE EFFECTIVE UNTIL NOVEMBER 2016.**

- 1.) Commission Action**

**16. APPROVAL OF MINUTES**

- A. Regular Meeting – November 10, 2015**  
**B. Regular Meeting – October 13, 2015**

- 1.) Commission Action**

**17. ADJOURNMENT**

**VILLAGE MANAGER'S REPORT**  
**TO**  
**THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION**  
**DECEMBER 8, 2015**

- 1. FOLLOW-UP TO SETH BRAMSON PRESENTATION RE: 70<sup>TH</sup> Anniversary Book for Village**
- 2. UPDATE ON GRANTS – LaKeesha Morris**

## Jenorgen Guillen

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**From:** Frank Rollason  
**Sent:** Tuesday, October 27, 2015 5:03 PM  
**To:** VILLAGE COMMISSION  
**Cc:** Jenice Rosado; Evelyn Herbello; Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com); Bert Wrains; Sandra Zamacona  
**Subject:** 70th ANNIVERSARY BOOK FOR NORTH BAY VILLAGE

At the October 13th Commission meeting, I was directed to meet with Mr. Seth Bramson on the topic of his offer to prepare and publish a book of a historical nature commemorating the 70th Anniversary of North Bay Village. That meeting took place this afternoon with the following information provided by Mr. Bramson:

1. The Village would need to enter into a contract with Mr. Bramson to produce the book with the Village responsible to purchase a minimum of 500 books.
2. The Cover Price of each book would be either \$19.99 or \$21.99 depending on size and amount of color vs black and white photos.
3. The Village would pay 50% of the cover price for whichever book style is chosen – (50% due upon signing the contract and the other 50% when books are printed and delivered to the Village – a cost to the Village of either \$4,998 or \$5,498 depending upon which style chosen).
4. In addition to the purchase of the 500 books, the Village would pay Mr. Bramson a fee of \$7,500 for his services – (50% due upon signing the contract and the other 50% when books are printed and delivered to the Village – making the total cost to the Village either \$12,498 or \$12,998, again, depending upon the style of book chosen).
5. The book will be a soft, glossy cover publication.
6. The Village would be solely responsible for the selling, gifting, or any other form of distribution determined by the Village of its 500 copies and if sold, would be at the Cover Price.
7. Mr. Bramson will market and promote the books, but will not sell any of our 500 copies – he will receive additional books from the publisher, at his cost, and will only sign those books for resale at his book promotional gatherings.
8. All research in preparing the book will be conducted by Mr. Bramson.
9. The Village will be responsible to identify a single point of contact representing the Village for him to interact and receive approvals for text and photos to be used in developing the book.
10. Mr. Bramson will submit to me a formal proposal by November 3<sup>rd</sup> so that this issue may be on the November 10<sup>th</sup> Commission meeting for further discussion.

Funding for this endeavor would come from the Unreserved Reserves. I will bring this item back on November 10<sup>th</sup> as one of my items seeking further direction as part of my Manager's Report to the Commission.

Frank Rollason, Village Manager  
North Bay Village  
1666 Kennedy Causeway, Ste 300  
Tel: 305-756-7171 Ext 21  
Fax: 305-756-7722  
Mobile: 305-299-7300  
[frollason@nbvillage.com](mailto:frollason@nbvillage.com)  
[www.nbvillage.com](http://www.nbvillage.com)



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

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

**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris, MSW  
**Date Submitted:** 11/30/2015  
**Reporting Period:** November 1 – 30, 2015

### **Grants Submitted this Reporting Period:**

1. LaKeesha worked with staff to prepare legislative requests for both the State House and Senate. The Village is seeking funding for construction of Phase II of the Stormwater Retrofit Project. This phase includes installing approximately 51 flexible valves on the Village's outfalls. These valves will prevent salt water intrusion and preserve the newly repaired drainage system.

### **Grants "Under Construction"**

1. **Health Foundation of South Florida (Possible Grant Opportunity)**  
**Due Date:** December 2, 2015 (Preliminary Proposal)  
**Funding Range:** \$20,000 - \$160,000 (one to two years)  
**Purpose:** This is potentially an opportunity for funding the health program at Treasure Island Elementary. The Foundation makes grants in the focus areas of: preventative health, behavioral health, active communities/lifestyles, and primary care. LaKeesha will further review this grant and discuss it with Village staff.

### **Grant Updates/Special Projects**

- There were no "special projects" for this reporting period.



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### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** November 24, 2015

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

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

**PRESENTED BY STAFF:** Village Manager Frank K. Rollason

**SUBJECT:** Administrative Consent Agreement between North Bay Village and Miami-Dade Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM)

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#### **RECOMMENDATION:**

It is recommended that the Village Commission consider and approve the attached Resolution authorizing and directing the Village Manager to enter into the attached Administrative Consent Agreement between North Bay Village and the Miami-Dade Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) to facilitate compliance with Sanitary Sewer System Regulations.

#### **BACKGROUND:**

The Village previously entered into an Administrative Consent Agreement with DERM on September 20, 2007, which required the Village to implement a Sanitary Sewer Evaluation Survey (SSES) and submit a Phase III report to DERM on or before October 31, 2008. The Village failed to submit the required evaluation report, and could not because the required repairs on the system which would have allowed the Phase III testing to be performed were not implemented. On September 23, 2015, the Village requested of DERM an extension of time to complete the requirements of the 2007 Agreement to which DERM responded with the proposed Agreement attached to the Resolution. Within the new Agreement, DERM has identified various Code Sections of which the Village continues to be in non-compliance, namely the submittal of the Phase III Reports for Cycle 1 and Cycle 2 as required in the 2007 Agreement.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Eddie Lim

The testing, which will produce the required Phase III Reports, cannot be conducted until the necessary repairs are performed to the sanitary system.

Once the repairs are made, the tests can be conducted and the Phase III reports for both Cycles will be submitted, which will bring the Village into compliance. DERM has granted the Village a compliance date of November 12, 2017 – a year longer than is typically granted to other municipalities in the same situation. In exchange for a new Consent Agreement with the new compliance date, DERM has imposed a Settlement Amount of \$5,000 for the non-compliance of the 2007 Agreement. The Administration views this settlement as fair and advantageous to the Village to accept without dispute.

**BUDGETARY IMPACT:**

The approval of the proposed Administrative Consent Agreement will require a payment to Miami-Dade County of \$5,000, which will be funded Utility Account Repairs and Maintenance of Sewer Lines, #430-35-535-4608.

**PERSONNEL IMPACT:**

None

**CONTACT:**

Rodney Carrero-Santana, Director, Public Work Department



## North Bay Village

Administrative Offices

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### MEMORANDUM North Bay Village

**DATE:** November 24, 2015

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

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

**SUBJECT:** Introduction of Resolution

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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 AND DIRECTING THE VILLAGE MANAGER TO ENTER INTO AN ADMINISTRATIVE CONSENT AGREEMENT IN THE FORM ATTACHED HERETO AS "EXHIBIT 1" BETWEEN NORTH BAY VILLAGE AND THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (HEREINAFTER REFERRED TO AS DERM) TO FACILITATE COMPLIANCE WITH SANITARY SEWER SYSTEM REGULATIONS, (PERMIT NO. DWO-32); SETTING AN EFFECTIVE DATE.**

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

FKR:yph

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO ENTER INTO AN ADMINISTRATIVE CONSENT AGREEMENT IN THE FORM ATTACHED HERETO AS "EXHIBIT 1" BETWEEN NORTH BAY VILLAGE AND THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (HEREINAFTER REFERRED TO AS DERM) TO FACILITATE COMPLIANCE WITH SANITARY SEWER SYSTEM REGULATIONS, (PERMIT NO. DWO-32); SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village owns, operates, and maintains the sanitary sewer infrastructure within its municipal boundaries; and

**WHEREAS**, DERM notified the Village, in writing, on November 6, 2015 (received on November 16, 2015) regarding resolution of existing violations within the Village's sanitary system by providing Consent Agreements prepared by DERM to facilitate compliance with the referenced regulations; and

**WHEREAS**, The Village previously entered into an Administrative Consent Agreement with DERM dated September 20, 2007, in order to redress violations of Section 24-42.2 of Chapter 24 of the Code; and

**WHEREAS**, The Village subsequently failed to implement a Sanitary Sewer Evaluation Survey (SSES) and submit a Phase III report to DERM on or before October 31, 2008; and

**WHEREAS**, On September 23, 2015, the Village requested of DERM an extension of time to complete the requirements of the 2007 Agreement and the execution of attached Agreement shall supersede the 2007 Agreement; and

**WHEREAS**, The Village consents to the attached Agreement without either parties admitting or denying the allegations made by DERM in the finding of facts listed within the Agreement; and

**WHEREAS**, DERM has determined that due to the continuing violations specified in the Agreement, that a Settlement of \$5,000 is appropriate and the Village shall, within thirty (30) days of the effective date of the attached Agreement, submit a payment in the amount of \$5,000 to Miami-Dade County.

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

**Section 1.** 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.** In an effort to ensure continued protection of the health and safety of the public and the environment of Miami-Dade County and North Bay Village; to facilitate compliance of Sections 24-42.2 and 24-29 of the Code; and to avoid time-consuming and costly litigation, the Village Manager is hereby authorized to execute the attached Administrative Consent Agreement with Miami-Dade County and further authorized to make the required payment to Miami-Dade County in the amount of \$5,000.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_ day of December 2015.

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

**ATTEST:**

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

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

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



Carlos A. Gimenez, Mayor



Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6902 F 305-372-6630
miamidade.gov

November 6, 2015

Mr. Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

CERTIFIED MAIL NO. 7013 2630 0001 8381 5493
RETURN RECEIPT REQUESTED

RE: Administrative Consent Agreement between North Bay Village and this Department to facilitate compliance with sanitary sewer system regulations, (Permit No. DWO-32).

Dear Mr.Rollason:

As a follow-up to recent discussions between North Bay Village and the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM) regarding resolution of violations within the Village's sanitary sewer system, please find enclosed two(2) original Consent Agreements prepared by DERM to facilitate compliance with the referenced regulations. Please return both signed and notarized originals to Sharon Crabtree of DERM's Code Enforcement Section, within fifteen (15) days of receipt of this correspondence.

If you have any questions regarding the submittal requirements you may contact Carlos Hernandez P.E, Chief of DERM's Wastewater Section at (305)372-6907 or via email Hernac@miamidade.gov or Sharon Crabtree, Code Enforcement Officer at (305)372-6902 or via email crabts@miamidade.gov.

Sincerely,

Handwritten signature of Jose Gonzalez

Jose Gonzalez, P.E
Senior Division Chief

Enclosures

Delivering Excellence Every Day

MIAMI-DADE COUNTY DEPARTMENT OF  
REGULATORY AND ECONOMIC RESOURCES,  
DIVISION OF ENVIRONMENTAL RESOURCES  
MANAGEMENT

Complainant,

vs.

North Bay Village  
Frank Rollason, Village Manager  
Respondent.

**CONSENT AGREEMENT**

This Agreement is entered into by and between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (hereinafter referred to as "DERM") and North Bay Village (hereafter referred to as "Respondent") pursuant to Section 24-7(15)(c) of Chapter 24 of the Code of Miami-Dade County, Florida (the Code). This Agreement shall serve to redress violations of Chapter 24, Miami-Dade County Code and the Consent Agreement dated September 20, 2007 and deficiencies in Respondent's sanitary sewer collection system operating under Domestic Wastewater Operating Permit DWO-32 issued by the DERM in accordance with Section 24-18 of the Code of Miami-Dade County that serves North Bay Village located in Miami-Dade County, Florida. The DERM finds and Respondent acknowledges the following:

**FINDINGS OF FACTS**

1. DERM is an agency of Miami-Dade County, Florida, a political subdivision of the State of Florida which is empowered to provide for pollution control and protection of the environment within Miami-Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter and Section 403.182 of the Florida Statutes. DERM has jurisdiction over matters addressed in this Consent Agreement.
2. The Respondent previously entered into an administrative Consent Agreement with DERM dated September 20, 2007, (2007 Agreement) in order to redress violations of Section 24-42.2 of the Code. The Respondent is the owner and operator of a public sanitary sewer collection and transmission system that is in violation of the provisions of Section 24-42.2 of Chapter 24 of the Code, which provides for evaluation of sanitary sewer collection systems to identify and reduce infiltration and inflow into the public sanitary sewer collection and transmission systems within Miami-Dade County. On September 23, 2015 the Respondent requested of DERM an extension of time to complete the requirements of the 2007 Agreement. The pending compliance and reporting requirements of the 2007 Agreement are: Paragraph 6 which required the Respondent to implement a Sanitary Sewer Evaluation Survey (SSES) and submit a Phase III report to DERM on or before October 31, 2008. This Agreement shall upon execution supersede the 2007 Agreement.

3. The Respondent has previously submitted the First Cycle SSES Phase I and Phase II reports, and Second Cycle Phase I and Phase II reports, however, completed Phase III reports for Cycle 1 and Cycle 2 have not been submitted to DERM.
4. Respondent hereby consents to this Agreement without either admitting or denying the allegations made by DERM in the finding of facts listed above.
5. In an effort to insure continued protection of the health and safety of the public and the environment of Miami-Dade County and to facilitate compliance with Sections 24-42.2 and 24-29 of the Code and to avoid time-consuming and costly litigation, the parties hereby agree to the following, and is hereby Ordered:

#### COMPLIANCE AND REPORTING REQUIREMENTS

6. **Sanitary Sewer Evaluation Survey (SSES)**. Respondent shall on or before November 12, 2017, submit a Second Cycle Phase III report and include all requirements outlined under the Second Cycle SSES Phase III Guidelines, a copy of which is attached hereto as Exhibit A. Specifically, the SSES report shall document the infiltration and inflow for each of the Respondent's pump station basins is less than five thousand (5,000) gallons per day, per inch pipe diameter per mile of pipe and laterals. The report shall be submitted to DERM, 701 NW 1<sup>st</sup> Court, 7<sup>th</sup> Floor, Miami, Florida 33136, attention: Carlos Hernandez, P.E., Chief, Wastewater Section for review and approval. Any of the Respondent's pump station basins which have an infiltration and inflow that is not less than five thousand (5,000) gallons per inch pipe diameter, per day, per mile of pipe and laterals by November 12, 2017, shall be placed under Incomplete (IN) moratorium status and no new additional sewage flows will be approved by DERM and no new Building permits or changes of use applications that increase sewage flows, calculated in accordance with Chapter 24, shall be approved by the Respondent's Building Official, or any other person, until such time as the pump station basins are brought into compliance as determined by DERM.
7. This Agreement constitutes a lawful order of the Director of the DERM and is enforceable in any court of competent jurisdiction. Violation of any requirement of this Agreement may result in further enforcement action by DERM against the Respondent. Each violation of any of the terms or conditions of this Agreement by the Respondent shall constitute a separate offense.

#### SETTLEMENT COSTS

8. The Respondent hereby certifies that Respondent has the financial ability to comply with the terms or conditions set forth herein and to comply with any payment requirements specified in the Agreement.
9. DERM has determined that due to the continuing violations specified in paragraph 2 herein, that a Settlement of \$5,000.00 is appropriate. The Respondent shall, within thirty (30) days of the effective date of this Agreement, submit a \$5,000.00 certified check, **made payable to Miami-Dade County (indicate file no. DWO-32 on the check)**. The payment shall be sent to Miami-Dade County, Department of Regulatory and Economic

Resources, Environmental Resources Management, 701 NW 1<sup>st</sup> Court, Cashier's Office, 3<sup>rd</sup> Floor, Miami, Florida 33136-3912, c/o Sharon Crabtree, Code Enforcement Officer.

#### **SAFETY PRECAUTION**

10. Respondent shall maintain the sanitary sewer system, during the pendency of this Agreement, in a manner that shall not pose a hazard or threat to the public at large or the environment and shall not cause a nuisance or a sanitary nuisance as set forth in Chapter 24, of the Code of Miami-Dade County.

#### **GENERAL PROVISIONS**

11. The terms and conditions set forth in this Consent Agreement may be enforced in any court of competent jurisdiction pursuant to Chapter 24, of the Code of Miami-Dade County, the Florida Administrative Code, or the Florida Statutes.
12. Entry into this Consent Agreement does not relieve Respondent of the responsibility to comply with applicable federal, state, or local laws, regulations and ordinances.
13. Where timetables cannot be met, due to circumstances beyond Respondent's control, Respondent shall submit a written request for extension of the timetable(s), which shall not exceed six months, with supporting documents to DERM, stating the cause(s) of any delay or non-compliance and the extension of time requested. A determination of the reasonableness of the delay or non-compliance shall be made by DERM for the purposes of continuation of enforcement actions and the imposition of the moratorium, pursuant to paragraph 6 of this Agreement. In no event shall any extension be granted beyond six months of any due date.
14. This Agreement shall neither be evidence of a prior violation of the Code nor shall it be deemed to impose any limitation upon any investigation or action by DERM in the enforcement of Chapter 24 of the Code of Miami-Dade County, the Florida Administrative Code or the Florida Statutes.
15. In consideration of the complete and timely performance by the Respondent of the terms and conditions set forth in this Agreement, DERM waives its rights to seek judicial imposition of damages or criminal or civil penalties for the matters alleged in this Agreement.
16. This Consent Agreement shall become effective upon the date of execution by the Director of DERM.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Rollason, Village Manager  
North Bay Village

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who after being duly sworn, deposes and says that he has read and agreed to the foregoing.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Affiant)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_.  
(Check One)

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

-----  
FOR OFFICE USE ONLY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lee N. Hefty, Director  
Division of Environmental Resources Management  
Department of Regulatory and Economic Resources

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Vendor No.: 01172 - MIAMI DADE COUNTY, DEPT OF REGULATORY & ECONOMIC RESOU Check Date: 11/20/2015 1579

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
11/20/2015	CKRQ11182015		CONSENT AGRMNT W/ DERM FOR PENDING COMPLIANCE/REP	5,000.00

VOID

PLEASE DETACH STUB BEFORE DEPOSIT

CHECK TOTAL 5,000.00

WLCK85111BP DATA FLOW 806-371-7310 FAX 806-371-7310

PRINTED IN U.S.A.

THIS DOCUMENT HAS SECURITY FEATURES. HOLD TO LIGHT TO VIEW.

SABADELL UNITED BANK 63-964 670

1579 1579

NORTH BAY VILLAGE 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FLORIDA 33141

DATE 11/20/2015 NET AMOUNT \$5,000.00

PAY ---Five Thousand Dollars and no/100ths Cent

TO THE ORDER OF

MIAMI DADE COUNTY, DEPT OF REGULATORY & ECONOMIC RESC C/O SHARON CRABTREE, CODE ENFORCEMENT OFFICER 701 NW 1ST COURT CASHIER'S OFFICE, 3RD FLOOR MIAMI, FL 33136-3912

VOID AFTER 90 DAYS [Signature] AUTHORIZED SIGNATURE

001579 067009646 7050013406



## NORTH BAY VILLAGE POLICE DEPARTMENT

10B

### RECOMMENDATION MEMORANDUM

**DATE:** November 23, 2015

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

**RECOMMENDED BY STAFF/COMMISSIONER:**  
Frank Rollason, Village Manager

**PRESENTED BY STAFF:**  
Brian Collins, Acting Police Chief

**SUBJECT:** December 2015 Village Commission Meeting  
Approval of Purchase of Police Vehicles

Two handwritten signatures in blue ink, one above the other, positioned to the right of the "RECOMMENDED BY STAFF/COMMISSIONER" and "PRESENTED BY STAFF" fields.

---

### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution for the expenditure of \$90,000.00 of budgeted funds for the purchase of three (3) 2016 Ford SUV Police Interceptors AWD from Don Reid Ford per the Florida Sheriff's Association contract.

### BACKGROUND:

On September 24, 2015, the Village Commission approved the FY 2016 Budget, and funds were appropriated for the purchase three (3) police vehicles. Staff wishes to purchase the vehicles under the piggy back purchase provision from the FSA bid, which is an authorized source under our procurement regulations, pursuant to Section 36.25(K) of the Village Code.

**FINANCIAL IMPACT:**

\$90,000 will be disbursed from the General Fund:  
Account Number: 001-21-521-6431

**PERSONNEL IMPACT:**

There will be no personnel impact.

**CONTACT:**

Frank K. Rollason, Village Manager  
Brian Collins, Acting Chief of Police



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** November 30, 2015

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

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

**SUBJECT:** Introduction of Ordinance

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) NEW POLICE VEHICLES FROM DON REID FORD, INC. UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT; PURSUANT TO THE PIGGY BACK PROVISION, AS PER SECTION 36.25 (K) OF THE VILLAGE'S PURCHASING ORDINANCE; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF THREE (3) NEW POLICE VEHICLES FROM DON REID FORD, INC. UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT; PURSUANT TO THE PIGGY BACK PROVISION, AS PER SECTION 36.25 (K) OF THE VILLAGE'S PURCHASING ORDINANCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

WHEREAS, the Village Commission adopted the FY 2016 Budget on September 24, 2015 and appropriated funds for the purchase of police vehicles; and

WHEREAS, the Village intends to purchase three (3) 2016 Ford SUV Police Interceptors AWD from Don Reid under the Florida Sheriff's Association contract; and

WHEREAS, Section 36.25(K) of the Village's Purchasing Ordinance authorizes the Village Manager to enter into contracts for goods and services from governmental related professional organization, such as the Florida Sheriff's Association, without competitive bidding process.

**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. Purchase Approval:** The Village Commission hereby approves the expenditure of \$90,000 from the General Fund for the purchase of three (3) 2016 Ford SUV Police Interceptors AWD from Don Reid Ford under the Florida Sheriff's Association, pursuant to the piggyback provision, as per Section 36.25(K) of the Village Code.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 8th day of December 2015.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Appropriation and Expenditure of \$90,000 for the purchase of three (3) 2016 Ford SUV Police Interceptors AWD.

# PROPOSAL

DATE: OCTOBER 8, 2015

NAME: NORTH BAY VILLAGE POLICE DEPARTMENT  
 EMAIL: HANZ14@AOL.COM  
 ATTN: DETECTIVE COSTA

2016 FORD POLICE INTERCEPTOR UTILITY AWD (K8A)	\$25,487.00
3.7L V6 TIVCT ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
DRIVER'S SIDE SPOTLAMP	STD
REARVIEW CAMERA	STD
(53M) SYNC SYSTEM	\$294.00
(17T) CARGO DOME LAMP	\$49.00
(539) ANTI-THEFT ALARM	\$119.00
(595) KEYLESS ENTRY	\$259.00
(76R) REVERSE SENSING	\$274.00
(ESP) PREMIUM CARE – 5YEARS/100,000 MILES \$0 DEDUCTIBLE	\$3,330.00
<b>TOTAL</b>	<b>\$29,812.00</b>
PER FSA CONTRACT 15-23-0904	
SPEC # 7	

**PURCHASER ACKNOWLEDGES:**  
 DON REID FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

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

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

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

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

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



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

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

**2016 Ford Interceptor Utility (K8A)**

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

ZONE:	*Western	*Northern	*Central	*Southern
BASE PRICE:	\$25,400.00	\$25,328.00	\$25,347.00	\$25,487.00

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

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

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



**NORTH BAY VILLAGE POLICE DEPARTMENT** 10C

**RECOMMENDATION MEMORANDUM**

**DATE:** November 23, 2015

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

**RECOMMENDED BY STAFF/COMMISSIONER:**  
Frank Rollason, Village Manager

**PRESENTED BY STAFF:**  
Brian Collins, Acting Police Chief

**SUBJECT:** November 2015 Village Commission Meeting  
Request to appropriate and disburse State Forfeiture Fund

---

**RECOMMENDATION:**

It is recommended that the Village Commission approves the attached Resolution authorizing the appropriation and disbursement of \$36,000 from the State Forfeiture Account for the purchase of one (1) 2016 Ford SUV Police Interceptor AWD, including decals and equipment, from Don Reid Ford per the Florida Sheriff's Association contract.

**BACKGROUND:**

Vehicle Unit #1213, VIN#2C3CDXAT2CH169329, was purchased in 2012 with Federal Forfeiture Funds. On June 2, 2015, the vehicle was involved in an accident, and a claim was filed with our insurance carrier, the Florida League of Cities. The vehicle was deemed a total loss and a reimbursement check for \$26,460.44 was received. These funds were re-appropriated to the Federal Forfeiture Account.

It is recommended that the Village Commission approves the appropriation and disbursement of \$36,000 of State Forfeiture Funds for the purchase of one (1) police vehicle. This amount includes the cost of decals and an amount not to exceed \$5,000 for equipment.

It is further recommended that the Village Commission approves the purchase of the vehicles under the piggy back purchase provision from Don Reid Ford per the FSA bid, which is an authorized source under our procurement regulations, pursuant to Section 36.25(K) of the Village Code.

**FINANCIAL IMPACT:**

\$36,000 will be appropriated from The State Law Enforcement Trust Fund.  
Account Number 105-21-521- 6430  
Current Balance \$ 61,535.00

**PERSONNEL IMPACT:**

There will be no personnel impact.

**CONTACT:**

Frank K. Rollason, Village Manager  
Brian Collins, Acting Chief of Police

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$36,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE VEHICLE; INCLUDING AN AMOUNT NOT TO EXCEED \$5,000 FOR EQUIPMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Section 932.7055, Florida Statutes, addresses the purposes and procedures to be utilized for the appropriation and expenditures of the Police Forfeiture funds; and

**WHEREAS**, the Chief of Police of North Bay Village has determined that the need exists for the purchase of a new police vehicle to replace one that was involved in an accident and was deemed a total lost by the Village's insurance carrier; and

**WHEREAS**, Section 36.25(K) of the Village's Purchasing Ordinance authorizes the Village Manager to enter into contracts for goods and services from governmental related professional organization, such as the Florida Sheriff's Association, without competitive bidding process; and

**WHEREAS**, in accordance with Section 932.7055, Florida Statutes, the Chief of Police requests that \$36,000 be appropriated in the State Forfeiture Account, Fund 05, for the purchase of a 2016 Ford SUV Police Interceptor AWD from Don Reid Ford with related equipment and decal, under the Florida Sheriff's Association & Florida Association Counties contract; and

**WHEREAS**, the purchase of the equipment for the vehicle shall not exceed \$5,000.

**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. Appropriation of Funds:** \$36,000 is hereby appropriated in the State Forfeiture Account.

**Section 3. Disbursement of Funds:** Approval to expend \$36,000 from State Forfeiture Funds for the purchase of a 2016 Ford SUV Police Interceptor AWD, with related equipment and decal from Don Reid Ford under the Florida Sheriff's Association contract is granted, pursuant to Section 36.25(K) of the Village Code is approved. The purchase of the equipment shall not exceed \$5,000.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 8th day of December 2015.

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

**ATTEST:**

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

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

---

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

North Bay Village Resolution: Appropriation and Expenditure of \$36,000 for the purchase of a 2016 Ford SUV Police Interceptor AWD (replacement for Officer Floyd's Vehicle).



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** November 30, 2015

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

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

**SUBJECT:** Introduction of Ordinance

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$36,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE VEHICLE; INCLUDING AN AMOUNT NOT TO EXCEED \$5,000 FOR EQUIPMENT; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

# PROPOSAL

DATE: OCTOBER 8, 2015

NAME: NORTH BAY VILLAGE POLICE DEPARTMENT  
 EMAIL: HANZ14@AOL.COM  
 ATTN: DETECTIVE COSTA

2016 FORD POLICE INTERCEPTOR UTILITY AWD (K8A)	\$25,487.00
3.7L V6 TIVCT ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
DRIVER'S SIDE SPOTLAMP	STD
REARVIEW CAMERA	STD
(53M) SYNC SYSTEM	\$294.00
(17T) CARGO DOME LAMP	\$49.00
(539) ANTI-THEFT ALARM	\$119.00
(595) KEYLESS ENTRY	\$259.00
(76R) REVERSE SENSING	\$274.00
(ESP) PREMIUM CARE – 5 YEARS/100,000 MILES \$0 DEDUCTIBLE	\$3,330.00
TOTAL	\$29,812.00
PER FSA CONTRACT 15-23-0904	
SPEC # 7	

**PURCHASER ACKNOWLEDGES:**  
 DON REID FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

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

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

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

PO#

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



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

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

**2016 Ford Interceptor Utility (K8A)**

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

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,400.00	\$25,328.00	\$25,347.00	\$25,487.00

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

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

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



## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>FORD INTERCEPTOR FULL SIZE POLICE RATED UTILITY - AWD (Specification #07)</u>			
Duval Ford	2016 Ford Interceptor Utility (K8A)	★ Western	\$25,400.00
Duval Ford	2016 Ford Interceptor Utility (K8A)	★ Northern	\$25,328.00
Don Reid Ford	2016 Ford Interceptor Utility (K8A)	★ Central	\$25,347.00
Don Reid Ford	2016 Ford Interceptor Utility (K8A)	★ Southern	\$25,487.00

The Sign Savers, Corp

12150 SW 132 CT  
 Suite 203  
 Miami, FL 33186

# Estimate

Date	Estimate #
10/6/2015	3395

<b>Name / Address</b>
North Bay Village Police Department 1700 Kennedy Causeway Suite 132 North Bay Village, FL 33141

<b>Project</b>

Item	Description	Qty	Rate	U/M	Total
Decals	Decals on 2016 Ford Explorers North Bay Village Police Department  Unit numbers TBA  50% deposit due to begin production	1	750.00		750.00

50% deposit due to begin production is non-refundable.	<b>Subtotal</b>	\$750.00
--	-----------------	----------

50% deposit is required in order to begin design/production. 50% deposit is non-refundable if production has commenced.	<b>Sales Tax (7.0%)</b>	\$0.00
--	-------------------------	--------

If you wish to see artwork prior to proceeding with the order, there is a \$75/hour fee for design.	<b>Total</b>	\$750.00
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## ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97 ENTITLED “PARKS AND RECREATION” BY REVISING SECTION 97.02 PERTAINING TO HOURS OF OPERATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the goal of the Village Commission is to provide a fun and safe environment appropriate for children and families who utilize the Philip Schonberger Tot Lot Park and the Dr. Paul Vogel Community Park; and

**WHEREAS**, the Village Commission wishes to ensure that the parks’ hours of operation are appropriate for the community.

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

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

**Section 2:** **Village Code Amended.** That Section 97.02 of the Village Code of Ordinances is created to read as follows:

Chapter 97 – Parks and Recreation (Philip Schonberger Tot Lot Park and Dr. Paul Vogel PAUL VOGEL WEST DRIVE COMMUNITY PARK Community Park)

§ 97.01 - Fees.

§ 97.02 - Hours.

§ 97.03 - Closed areas.

§ 97.04 - Rules and regulations.

§ 97.05 - Vehicles.

New text shown by underlining; deletion shown by ~~strikethrough~~.

§ 97.06 - Alcoholic beverages, intoxicated persons prohibited.

§ 97.07 - Noise.

§ 97.08 - Animals, pets.

§ 97.09 - Injury to buildings or property. § 97.10 - Proper attire.

§ 97.11 - Toddler Park.

§ 97.12 - Organized games.

§ 97.13 - Fires prohibited.

§ 97.14 - Ejection from park.

§ 97.99 - Penalty.

**§ 97.01 - Fees.**

(a)

The Village parks are to be used for activities conducted by or under the authority of the Village primarily for citizens of the Village. These park and facilities may be rented to recognized recreation groups or residents, when not in conflict with the Village's activities. Fees for the use of facilities shall be as follows:

West Drive Community Park

Residents: \$100.00 for each event

Non-Residents: \$175.00 for each event

Philip Schonberger Tot Lot Park

Residents: \$50.00 for each event

Non-Residents: \$100.00 for each event

New text shown by underlining; deletion shown by ~~striketrough~~.

All fees shall be paid by credit card upon approval of reservations.

1. Rental of the park will be guaranteed for the period specified in the Park Reservation Form provided by the Village.
2. Rental of the park shall be limited to exclusive use of the pavilion, picnic tables, and benches. The park will remain open to the public.
3. All waste from each event must be disposed of by renter in the Village trash receptacles provided. A \$100.00 fine will be imposed for the removal of trash left in the parks. Such fees will be automatically charged to the renter's credit card.
4. No barbecues or open fires are allowed.
5. No drinking of alcoholic beverages is allowed on the premises.
6. Cooking of food on the premises is prohibited.
7. Renters of the park shall be responsible for supervising their guests, presents, and other supplies.
8. Renters of the park shall comply with regulations set forth herein regarding animals, motorized vehicles, bicycles, skateboards, skates or other wheeled vehicles.
9. No bounce houses, water slides, inflatables or carnival rides are permitted.
10. Renters of the park shall hold the Village harmless from any personal injuries or damages occurring during any event.

An additional \$200.00 per hour will be charged for all events in excess of four hours. It shall be the responsibility of each renter of the park to remove all garbage from the park after each event.

(Ord. No. 2009-05, § 1, 7-14-09)

New text shown by underlining; deletion shown by ~~strikethrough~~.

**§ 97.02 - Hours.**

Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year from ~~sunrise~~ sunup to sundown. No person shall enter, be, or remain in the park after closing hours.

Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.03 - Closed areas.**

Any section or part of the park may be declared closed to the public at any time as the Village's representative in charge finds reasonably necessary.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.04 - Rules and regulations.**

No person shall, within any public park situated within the boundaries of the Village:

- (1) Disobey the lawful and reasonable order of a police officer in the discharge of such officer's duties or disobey or disregard the notices, prohibitions, instructions or directions on any park sign, including rules and regulations posted on the grounds in the parks.
- (2) Willfully mark, deface, disfigure, injure, tamper with or displace or remove any park property or appurtenances whatsoever.
- (3) Endanger the safety of any person by any conduct or act.
- (4) Smoke in areas prohibited by designated signs posted by the Village ~~m~~Manager.
- (5) Interfere with, encumber, obstruct or render dangerous any part of a park.
- (6) Enter or leave any park facility, except at established entranceways or exits or at established times.

New text shown by underlining; deletion shown by ~~strikethrough~~.

(7)

Commit any assault or battery or engage in, instigate or encourage a contention or fight.

(8)

Destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing, including but not limited to any plant, flower, flower bed, shrub, tree, growth or any branch, stem, fruit or leaf thereof, or bring into or have in such person's possession in any park any tool or instrument intended to be used for cutting thereof or any garden or agricultural implements or tools which could be used for the removal thereof.

(9)

Attach any posters, fliers, banners, notices or directional signs to trees.

(10)

Change clothing in any park area.

(11)

Dump, deposit or leave any bottles, broken glass, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash anywhere on the grounds of the parks, other than in proper receptacles provided therefore, and no such refuse or trash shall be placed in any waters in or contiguous to the parks or beach areas. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the parks by the person responsible for its presence and properly disposed of elsewhere.

(12)

Operate a concession; or peddle, solicit, sell, advertise or distribute any articles, merchandise, pamphlets or objects of any kind whatsoever in any park without written approval of the Village manager.

(13)

It shall be unlawful for any person to use, carry, place, or discard any expanded polystyrene product (as defined in [Section 94.21](#) of the Village Code) in any park within the Village.

(Ord. No. 2009-05, § 1, 7-14-09; Ord. No. 2015-003, § 3, 3-10-15)

• **§ 97.05 - Vehicles.**

(A)

No person shall operate a motorized vehicle of any type in the park except upon designated paved roadways or improved driveways or park a vehicle on property other than in areas designated for parking that type of vehicle.

New text shown by underlining; deletion shown by ~~strikethrough~~.

(B)

No bicycles, skateboards, skates, or other wheeled vehicles shall be permitted except in areas designated for their use.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.06 - Alcoholic beverages, intoxicated persons prohibited.**

(A)

Alcoholic beverages. No person shall bring onto, consume, serve or sell any alcoholic or intoxicating beverages in the park, unless there has been specific prior authorization by the Village Commission pursuant to a written agreement or resolution.

(B)

Drunkenness. No intoxicated person shall enter, be, or remain in the park. Such persons ~~but~~ shall be removed by the police.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.07 - Noise.**

No person shall play loud music or create loud noise, except during authorized functions.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.08 - Animals, pets.**

Dogs, other domestic animals, or similar pets shall not be allowed in the park.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.09 - Injury to buildings or property.**

No person shall willfully mark, deface, or injure any structure, equipment, trees, shrubbery, grass, or park property of any kind.

(Ord. No. 2009-05, § 1, 7-14-09)

**97.10 - Proper attire.**

When participating in basketball or handball, basketball or tennis shoes must be worn at all times. When participating in tennis activities, tennis shoes and proper attire must be worn at all times.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.11 – Toddler Park.**

No child over the age of eight shall be permitted in the Toddler Park. Any child under four years of age shall have proper supervision.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.12 - Organized games.**

The playing of organized games such as softball, baseball, soccer, or the like is prohibited except on fields, courts, or areas designated for such use or as directed by the Village's authorized representative.

(Ord. No. 2009-05, § 1, 7-14-09)

• **§ 97.13 - Fires prohibited.**

No person shall build or attempt to build a fire in any park within the Village.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.14 - Ejection from park.**

Any person found violating any provision of this chapter, or other municipal or county ordinance, or state or federal law shall be either ejected or arrested by the police.

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.99 - Penalty.**

Any person convicted of violating provisions of this chapter shall be punished by a fine not less than \$250.00 but not to exceed \$1,000.00, imprisonment not exceeding 180 days, or both.

(Ord. No. 2009-05, § 1, 7-14-09)

**Section 3: Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 4: Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5: Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "section" or other appropriate word.

**Section 6: Effective Date.** This Ordinance shall take effect immediately upon approval.

A motion to approve the foregoing Ordinance Was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**THE VOTES WERE AS FOLLOWS:**

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

**APPROVED ON FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

A motion to approve the foregoing Ordinance on second reading was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

New text shown by underlining; deletion shown by ~~strikethrough~~.

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

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

**ATTEST:**

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

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

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

North Bay Village Ordinance: Hours of Operation on Village Parks



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** November 24, 2015

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

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

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97 ENTITLED "PARKS AND RECREATION" BY REVISING SECTION 97.02 PERTAINING TO HOURS OF OPERATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTIONS 32.92 THROUGH 32.99 CREATING AN “ANIMAL CONTROL ADVISORY BOARD” PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Village Commission desires to create an Animal Control Advisory Board to advise on all matters pertaining to animal control in North Bay Village.

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

**Section 1. Village Code Amended.** Chapter 32, Sections 32.92 through 32.99 of the North Bay Village Code of Ordinances is created to read as follows<sup>1</sup>:

**ANIMAL CONTROL ADVISORY BOARD**

**§ 32.92 Establishment**

There is hereby created an Animal Control Advisory Board to consider matters relating to animal control within the Village limits in order to improve the Village’s ability to handle animal issues effectively.

**§ 32.93 Composition**

There is hereby created the North Bay Village Animal Control Advisory Board which shall consist of five (5) members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in §6.01 of the Charter.

**§ 32.94 Qualifications**

The members of the Animal Control Advisory Board shall be appointed and shall be qualified electors of the Village or owners of businesses located within the confines of the Village or designees of such business owners as defined in the Charter. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

**§ 32.95 Terms; removal from office.**

Members of the Board shall be appointed by the Village Commission, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

**§ 32.96**

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

**§ 32.97 Power and duties**

The Animal Control Advisory Board shall be charged with the following duties:

1. Discuss animal matters and make recommendations to the Village on animal care and control issues.
2. Review and make appropriate recommendations for amendments to existing animal control ordinances.
3. Make recommendations to the Village Commission for the betterment of the community concerning operations, policies, procedures, and new programs.
4. Promote safe and healthy use of public spaces by pets and pet owners.
5. Other duties as prescribed by the Village Commission.

**§ 32.98 Officers**

The Animal Control Advisory Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his/her stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meetings and submit the minutes of its meetings to the Village Commission.

**§ 32.99 Meetings; quorum; voting period.**

- (A) The Animal Control Advisory Board shall hold regular and special meetings as necessary. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village bulletin board. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

\* \* \*

**Section 2. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

**Section 3. Codification.** This ordinance shall be codified and included in the code of ordinances.

**Section 4. 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 5. Effective Date.** This Ordinance shall take effect immediately upon enactment.

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

**The Votes were as follows:**

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

A motion to adopt the ordinance was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_ 2016.**

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

**ATTEST:**

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

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

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

North Bay Village Ordinance: Animal Control Advisory Board



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

#### North Bay Village

**DATE:** November 25, 2015

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

**FROM:** Connie Leon-Kreps  
Mayor

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTIONS 32.92 THROUGH 32.99 CREATING AN "ANIMAL CONTROL ADVISORY BOARD"; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, North Bay Village recognizes utility service to be a vital key to the health safety and well-being of Florida households and families; and

**WHEREAS**, poverty, unemployment and the slow economic recovery remain persistent national problems for many, and household expenses remain a burden on low-income households; and

**WHEREAS**, low-income families in Florida disproportionately spend about three times more of their income on basic energy services than the typical middle-income American family; and

**WHEREAS**, homes in low-income and minority communities severely lack energy efficiency features that enable lower energy bills; and

**WHEREAS**, LIHEAP provides vital heating and cooling assistance to low-income families, including working-poor households, senior citizens, persons with disabilities and veterans; and

**WHEREAS**, the severe constraints on state budgets and the increased strain on the nation's support system provided by the nonprofit, faith-based and other community organizations have reduced other resources available for energy assistance; and

**WHEREAS**, the primary Federal program providing assistance to low-income households to pay high heating bills is the Low Income Home Energy Assistance Program (LIHEAP); and

**WHEREAS**, the Low Income Home Energy Assistance Program (LIHEAP) has been an effective and successful program in meeting the energy needs of low-income elderly, disabled, veterans and poor working households, and those making the difficult transition from welfare to work, throughout the United States, including Florida; and

**WHEREAS**, LIHEAP is not an entitlement, but rather a targeted block grant program that provides flexible Federal-State partnerships and is the foundation for many programs authorized by state public utility commissions to assist low-income customers to meet their bill payment obligations through direct assistance; to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient; and

**WHEREAS**, federal LIHEAP funding has declined from \$5.1 Billion in 2010 to \$3.4 Billion in 2015; and

**WHEREAS**, less than 135,000 Florida households received LIHEAP assistance in 2014, or less than 10% of all eligible; and

**WHEREAS**, according to the National Energy Assistance Directors Association, many low-income families “will have few choices but to cut back on essential necessities, such as medicine, food, and clothing”; and

**WHEREAS**, The National Energy and Utility Affordability Coalition (NEUAC) and other consumer advocate groups support increased LIHEAP funding and asked that LIHEAP funding be increased to \$4.7 Billion for FY 2016, which is the fully authorized funding level approved in the Energy Policy Act of 2005; and

**WHEREAS**, another impactful solution to increase Florida’s share of funding, without increasing the overall federal LIHEAP budget, is for Congressional budget appropriators to simply “follow enabling law” – the allocation formula actually prescribed by Congress. Florida and other states, especially warm weather states) in great need would see a significant increase in their LIHEAP shares, as the enabling law recognizes the dangers of extreme heat as well as extreme cold. It also factors in energy costs and the most recent demographics of population and poverty. In fact, the Congressional Research Service’s latest (June 25, 2015) estimate confirmed that Florida would conservatively gain an additional \$38.5 Million in LIHEAP funding – or 55% - if appropriations adhered to LIHEAP’s enabling law. This is with no increase in the current federal funding total of \$3.39 Billion.

**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. Commission Action.** The Commission of North Bay Village, Florida hereby urges the Appropriations Committee of the United States House of Representatives and Congress to appropriate LIHEAP funding of at least \$3.39 Billion in the FY 2016 budget; and that Congress follow the enabling law when determining appropriations by state.

**Section 3. Authorization of Village Officials.** The Village Clerk is authorized to send a copy of this Resolution to all members of Congress seeking their support of continued funding for this program.

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

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_, 2015.

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

**ATTEST:**

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

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

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



## North Bay Village

Administrative Offices

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

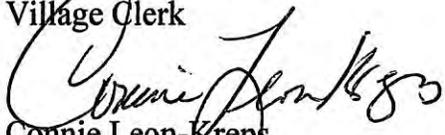
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** November 2, 2015

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

**FROM:**   
Connie Leon-Kreps  
Mayor

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); SETTING AN EFFECTIVE DATE.**

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

CLK:ypb

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim



**At Issue: The Low Income Home Energy Assistance Program (LIHEAP)**

## Florida's LIHEAP Funding Jumps +55% if Congress Follows Enabling Law

- LIHEAP needs at least \$3.39 billion in FY16. Between FY09 and FY15, LIHEAP's appropriation has fallen 35% - from \$5.1 to \$3.39 billion – despite growing need for the program.
- If LIHEAP's enabling law is followed, Florida and other affected states would receive their fair share of funding. The US Congressional Research Service (CRS) reports Florida gains \$38.5 million (+55%) if Congress were to just follow LIHEAP's enabling law, even if it level-funds the program in FY16.

### Background

LIHEAP isn't an entitlement. If a household is approved by a Florida agency to receive assistance, the resulting credit to an energy provider can cover part of an approved household's heating or cooling costs. Households must apply and be verified as eligible to meet program criteria. Florida prioritizes households with elderly, handicapped, preschoolers and high energy burdens.

### How LIHEAP's Enabling Law is Supposed to Work

LIHEAP's enabling law requires funds **under** \$1.975 billion be disbursed through the program's "old" formula, which favors cold weather states. Funds **over** \$1.975 billion are to flow through LIHEAP's "new" formula, which improves benefits to warm-weather and growth states.

### The Problem

LIHEAP's "new" formula has been unfairly overridden within annual 'Labor/ HHS' and continuing appropriations bills. This wording shunts almost \$1 billion from LIHEAP's "new" formula to its "old" one without explanation. **This takes millions of dollars away from thousands of at-risk Floridians.**

### **FY16's SENATE REPORT LANGUAGE OFFERS A STEP IN THE RIGHT DIRECTION**

Given the Senate's recognition of the LIHEAP formula diversion issue, the following language now accompanies its FY16 Labor/HHS Appropriations bill: *"Since FY 2009 appropriations language has modified the statutory formula for allocating funds to States. As a result, the vast majority of funding is allocated based on historical allocation levels, and a much smaller amount based on dynamic factors such as the number of low income households and home heating and cooling costs by State. The Committee directs the Secretary to submit a report within 90 days of enactment of this act on the average home heating and cooling costs of low-income households by State and the average LIHEAP assistance payment by State."*

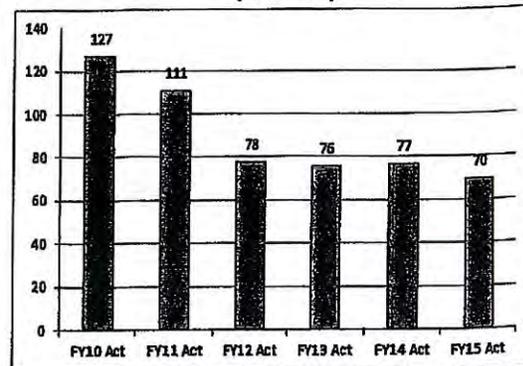
*further, HHS should include in future budget justifications estimated State allocations as proposed in the budget request, and, if different, based on the underlying statutory formula, home heating and cooling costs of low-income households by State and the average LIHEAP assistance payment by State."*

## At Issue: The Low Income Home Energy Assistance Program (LIHEAP) – Page 2

The Congressional Research Service's 6/25/15 estimate confirms Florida gains an additional \$38.5 million in LIHEAP funding, a 55% gain, if appropriators follow LIHEAP's enabling law, even if funded at \$3.39 billion in FY16!

For FY15, Florida received \$70.6 million, down from Florida's FY10 peak of \$127 million – a 45% decrease. **Florida could again be short-changed in FY16**, unless Appropriators remedy this long-smoldering fair share issue, or boost overall funding.

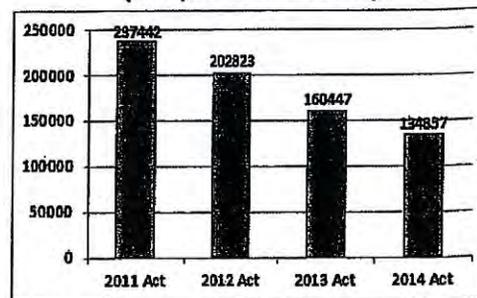
Florida's LIHEAP Receipts  
(in millions)



### The Need for LIHEAP is Growing

- More than 2 million Florida households qualified for LIHEAP last year, yet only 7% of these eligible households actually received assistance! Nationally, 20% of eligible households received assistance. Florida's ability to serve less than the US average is directly attributable to diversion of its needed share of LIHEAP's "new" formula funds.
- In 2013, the national poverty rate was 14.5% and 45.3 million Americans lived in poverty, these numbers are unchanged for their all-time highs.<sup>3</sup>
- Florida's poverty rate climbed from 12.1% in 2007 to 17.1% in 2012, and was 17% in 2013.<sup>3</sup>

Florida's LIHEAP Households Served  
(unduplicated in thousands)



### LIHEAP Prioritizes Vulnerable Households

- Florida's priority demographics for LIHEAP are those who are at especially high risk from **hot weather, which takes more lives than all other kinds of severe weather combined**. With warm-weather averages reaching an all-time high in July 2015, Florida's need for LIHEAP is more critical than ever.<sup>1</sup>
- Nationally, state LIHEAP administrators report that nearly 90% of LIHEAP recipient households had at least one vulnerable person – a senior age 60 or older, a child under 18, or someone with a disability.<sup>2</sup>

### Dangers of Extreme Heat and Other Mitigating Factors Need to be Considered

LIHEAP's enabling law calibrates for the dangers of extreme heat and cold, energy costs and current poverty demographics. We urge appropriators to trust enabling law to do its job.<sup>1, 3</sup>

**Learn More about LIHEAP in Florida** - <http://www.floridajobs.org/job-seekers-community-services/community-services/lowincome-home-energy-assistance-program>

**Learn More about FPL's Payment Assistance Programs** - <http://www.fpl.com/help>

1- NOAA – July hottest month on record - <http://www.cnn.com/2015/08/20/us/noaa-global-climate-analysis/>

2- "2011 NEADA Survey Summary Report" [http://neada.org/wp-content/uploads/2013/05/FINAL\\_NEADA\\_2011\\_Summary\\_Report1.pdf](http://neada.org/wp-content/uploads/2013/05/FINAL_NEADA_2011_Summary_Report1.pdf)

3- <http://www.statista.com/statistics/205451/poverty-rate-in-florida/>

***Resolution Supporting Adequate Funding of  
the Low Income Home Energy Assistance Program (LIHEAP)***

**WHEREAS, (the ENTITY NAME)** recognizes utility service to be a vital key to the health, safety and well-being of Florida households and families; *and*

**WHEREAS,** poverty, unemployment and the slow economic recovery remain persistent national problems for many, and household expenses remain a burden on low-income households; *and*

**WHEREAS,** low-income families in Florida disproportionately spend about three times more of their income on basic energy services than the typical middle-income American family; *and*

**WHEREAS,** homes in low-income and minority communities severely lack energy efficiency features that enable lower energy bills; *and*

**WHEREAS,** LIHEAP provides vital heating and cooling assistance to low-income families, including working-poor households, senior citizens, persons with disabilities and veterans; *and*

**WHEREAS,** the severe constraints on state budgets and the increased strain on the nation's support system provided by nonprofit, faith-based and other community organizations have reduced other resources available for energy assistance; *and*

**WHEREAS,** the primary Federal program providing assistance to low-income households to pay high heating bills is the Low Income Home Energy Assistance Program (LIHEAP); *and*

**WHEREAS,** the Low Income Home Energy Assistance Program (LIHEAP) has been an effective and successful program in meeting the energy needs of low-income elderly, disabled, veterans and poor working households, and those making the difficult transition from welfare to work, throughout the United States, including Florida; *and*

**WHEREAS,** LIHEAP is not an entitlement, but rather a targeted block grant program which provides flexible Federal-State partnerships and is the foundation for many programs authorized by state public utility commissions to assist low-income customers to meet their bill payment obligations through direct assistance; to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient; *and*

**WHEREAS,** federal LIHEAP funding has declined from \$5.1 billion in 2010 to \$3.4 billion in 2015; *and*

**WHEREAS,** less than 135,000 Florida households received LIHEAP assistance in 2014, or less than ten (10%) of all eligible; *and*

**WHEREAS,** according to the National Energy Assistance Directors Association, many low-income families "will have few choices but to cut back on essential necessities, such as medicine, food, and clothing"; *and*

***Resolution Supporting Adequate Funding of  
the Low Income Home Energy Assistance Program (LIHEAP)***

**WHEREAS**, The National Energy and Utility Affordability Coalition (NEUAC) and other consumer advocate groups support increased LIHEAP funding and have asked that LIHEAP funding be increased to \$4.7 billion for FY 2016, which is the fully authorized funding level approved in the Energy Policy Act of 2005; *and*

**WHEREAS**, another impactful solution to increase Florida's share of funding, without increasing the overall federal LIHEAP budget, is for Congressional budget appropriators to simply "follow enabling law" – the allocation formula actually prescribed by Congress. Florida and other states (especially warm weather states) in great need would see a significant increase in their LIHEAP share, as the enabling law recognizes the dangers of extreme heat as well as extreme cold. It also factors in energy costs and the most recent demographics of population and poverty. In fact, the Congressional Research Service's latest (June 25, 2015) estimate confirmed that Florida would conservatively gain an additional \$38.5 million in LIHEAP funding - or 55% - if appropriations adhered to LIHEAP's enabling law. This is with no increase in the current federal funding total of \$3.39 billion;

**NOW THEREFORE BE IT RESOLVED**, that (the **ENTITY NAME**) urges the Appropriations Committee of the United States House of Representatives and Congress to appropriate LIHEAP funding of at least \$3.39 billion in the FY 2016 budget; and that Congress follow the enabling law when determining appropriations by state.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to all members of Congress, seeking their support continued funding for this program.

**Adopted (effective date) by (the ENTITY NAME, CITY AND STATE)**

***Signed:***

***(the ENTITY NAME)***

***(OFFICERS OF THE ENTITY)***

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 111.01 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES; PROVIDING FOR CONTENT OF SIGN TO INCLUDE PROHIBITION ON THE SALE TO MINORS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(INTRODUCED BY VICE MAYOR JORGE GONZALEZ)*

WHEREAS, in order to serve the public health, safety and welfare, the declared purpose of this Ordinance is to educate the public by requiring that warning signs be placed at all locations where alcoholic beverages are sold to the public.

**§ 111.99 - Definitions**

*Alcoholic beverages.* All beverages containing more than one percent of alcohol by weight, to be determined as set forth in F.S. § 561.01(4)(b). (a).

*Business Establishment.* Includes, but is not limited to, any place of business or any club, organization, person, firm, corporation or partnership such as a golf club, country club, veteran's fraternal or benevolent organization, grocery store, drug store, nightclub, bottle club, cocktail bar, hotel bar, tavern, restaurant, restaurant bar, grill, filling station, convenience store, package store, or any other building, structure, or location or portion thereof, where in one person directly or indirectly pays another for purchase or dispensing of an alcoholic beverage.

*Cocktail lounge.* A lounge or room, selling, serving or dispensing alcoholic beverages for consumption on the premises, which may have entertainment, but which does not sell food for consumption on the premises. In those instances where a lounge and restaurant, as defined in this section, are operated under a common ownership, in a single building, they shall have to pay only the one license fee for such operation.

*Conspicuously Posted.* Clearly visible, easily readable and immediately apparent upon viewing.

*Dispense.* Storing, handling, apportionment, preparation, gift, distribution or serving, directly or indirectly, of any amount of an alcoholic beverage to or for any person by any officer, owner, operator, lessee, or employee of a business establishment. For purpose of this definition, permitting or allowing any person to carry alcoholic beverages on the premises of any business establishment to be consumed thereon shall constitute the dispensing of such beverages.

*Employee.* Any person employed by any person, firm, corporation, or business entity holding a license issued by the Village, as set forth in the definition of "employers" below.

*Employers.* Any person, firm, corporation, or other business entity holding a license issued by the Village to sell, serve, or dispense any alcoholic beverages for consumption on the premises or resale off the premises from which it was sold, served, or dispensed.

*Minor.* Any individual under the legal drinking age as set forth in Florida Statutes Section 562.11 and 562.111 as the same may be amended from time to time.

*Nightclub.* A restaurant, dining room, or other establishment, licensed by the Village as a "nightclub" which, in addition to serving and selling food for consumption on the premises, serves, sells, or dispenses alcoholic beverages to customers in the premises for consumption on the premises and where floor shows or other forms of entertainment are provided for the guests in the premises, at any time from 10:00 a.m. to 5:00 a.m. seven days a week.

*Restaurant.* A room, building, or portion of a building licensed by the Village as a "restaurant," whose primary service to its customers is the preparation and serving of meals and other edibles for consumption on the premises. "Restaurant" does not include sandwich shops, snack bars, or other eating establishments whose principal function is serving snacks or sandwiches.

~~*Retail vendor.* A person, firm, corporation, or other business entity selling or offering for sale, alcoholic beverages for consumption off the premises.~~

*Retail.* Sale to the ultimate consumer.

*Sale and Sell.* Sale and sell shall mean "sale" and "sell" as set forth in Section 561.01(9), Florida Statutes, as same may be amended from time to time.

*Wholesale vendor.* Any person, firm, corporation, or other business entity who sells or offers to sell, consigns, or offers to consign any alcoholic beverage for resale, regardless of quantity sold or offered for sale by the "wholesale vendor."

*Wine.* All beverages' made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added in the manner required by the laws and regulations of the United States, and shall further include all sparkling wines, champagnes, combinations of the aforesaid beverages, and like products. Sugar, flavors, and coloring materials may be added to wine to make it conform to the consumer's taste, except that the ultimate flavor or the color of the product may not be allowed to imitate a beverage other than wine or to change the character of the wine.

**§ 111.02 - Incorporation by reference into zoning code.**

The zoning regulations of the Village shall incorporate by reference every provision and restriction contained in this chapter pertaining to alcoholic beverages, including but not exclusive of the provisions of §11.12.

(1964 Code, § 3-7.1; Ord. 237, passed 10-27-71; Am. Ord. 262, passed 7-17-74)

**§ 111.03 - Variances.**

Any variance request from the regulations and restrictions contained in this chapter shall require a majority vote of the Village Commission, following consideration by the Planning and Zoning Board. In making a determination regarding a variance request from the provisions of this chapter, the Village Commission may consider in the alternative the following:

(A)

The standards contained in §152.422 097.

(B)

That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may take into account the effect of the granting of the variance upon the number of persons residing or working in the building or on the land, and traffic conditions in the vicinity of the location of the requested variance.

(C)

The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the Master Plan adopted by the Village pursuant to Resolution No. 2239 adopted November 9, 1970.

**LICENSING AND SALES**

**§ 111.10 - State and municipal licenses and fees; fees for remaining open until certain hour.**

(A)

Each vendor of alcoholic beverages, as defined in §111.01, operating within the Village, shall obtain a state license as required by F.S. §§ 563.02, 564.02, and 565.02, and shall pay to the state the required fees, a portion of which shall be remitted to the Village in accordance with F.S. § 561.342. Any person, firm, or corporation operating a nightclub, as defined in §111.01, shall in addition to the required state fee, as it now and hereafter exists pay the additional sum of \$2,500.00 for the privilege of remaining open until 5:00 a.m. seven days a week, or such hours as are provided for in this chapter.

(B)

It shall be unlawful for any person, firm, corporation, or other business entity, to engage in the business of selling, dispensing, or serving alcoholic beverages, wines, and beer in the Village without having first obtained a license from the Village to engage in that business. Any person, firm or corporation, before engaging in the business of selling, serving, or dispensing alcoholic beverages, shall file with the Village Clerk a sworn application stating the character of the business to be engaged in, the address of the existing building wherein the premises sought to be licensed is located, and stating that the applicant has the right of immediate possession to the premises. The application shall further state the name of the manager or person to be in charge of the business and the type of license as defined in this chapter, which the applicant desires. The application shall also give the names and addresses of any persons having ownership in the business for which the license is being sought.

**§ 111.11 - Hours of sale.**

(A)

The hours of sale of alcoholic beverages shall be as follows:

(1)

Nightclub license owners shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m. seven days a week.

(2)

Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 2:00 a.m., seven days a week, if their restaurant license does not prohibit the holder from staying open for such periods of time.

(3)

Lounges where alcoholic beverages are sold, served, and dispensed for consumption on the premises shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m.

(4)

Retail vendors of alcoholic beverages for consumption off the premises shall be allowed to remain open from 10:00 a.m. until 2:00 a.m.

(B)

The hours of sale listed in division (A) above, shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food and nonalcoholic beverages beyond the expiration of the hours for serving alcoholic beverages if the occupational license held permits this.

**State Law reference**— Authority to regulate hours of sale, F.S. §§562.14 and 562.45.

**§ 111.12 - Distance limitations from schools and churches; between licensees.**

(A)

Distance limitations from schools and churches for alcoholic beverage licenses shall be as follows:

(1)

No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefor is within 500 feet of a public school. This distance shall be the airline distance from the main entrance of the place of business to the nearest point of the school grounds in use as part of the school facilities.

(2)

No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefor is within 500 feet of a church. This distance shall be the airline distance from the main entrance of the place of business to the main entrance of the church.

(3)

The provisions of this division (A) shall not apply to vendors of beverages containing alcohol of more than one percent by weight and not more than 3.2 percent by weight for consumption off the premises only.

(B)

Distance limitations between licenses for the sale of alcoholic beverages shall be as follows:

(1)

No license for a restaurant, lounge, or retail vendor of alcoholic beverages for consumption on the premises shall be granted to any person, firm, or corporation to sell or serve intoxicating liquor where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 300 feet from an existing restaurant, lounge, or nightclub licensee holding a 4COP or an SRX 4COP License.

(2)

No nightclub license shall be granted to any person, firm, or corporation to sell or serve intoxicating liquor, wine, or beer where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 1,000 feet from an existing licensee.

(3)

No license for a retail vendor of alcoholic beverages, except for beer and wine, for consumption off the premises shall be granted to any person, firm, or corporation, to sell intoxicating beverages where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 1,000 feet from an existing off-premises licensee.

(4)

No license for retail vendors of beer and wine for consumption off the premises in connection with an ancillary to the retail operation of a food and grocery store (retail) or supermarket licensed pursuant to the occupational license tax schedule as provided in § 110.10, shall be granted to any person, firm, or corporation where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 300 feet from a similar existing licensee.

(5)

Distances under this division (B) shall be measured from the building line of an existing licensee and shall be the airline distance between the buildings.

(6)

This division (B) shall not apply to transfers of existing licenses if the licenses are current and in good standing at the time of the transfers, provided that the transferred licenses shall be used at the existing locations.

(1964 Code, §§ 3-5, 3-6; Ord. 237, passed 10-27-71; Am. Ord. 262, passed 7-17-74; Ord. 206, passed 10-23-68)

**Cross reference**—Penalty, §111.99; incorporation into zoning code by reference, §111.02. **State Law reference**— Authority to regulate location of licensees, F.S. § 562.45.

#### **§ 111.13 - Solicitation of alcoholic beverages prohibited.**

(A)

It shall be unlawful for any employer or employee, whether full or part time, in a place dispensing alcoholic beverages for consumption on the premises, to solicit any customer of the establishment to purchase beverages for consumption by the employer or employee for which the customer pays.

(1964 Code, § 3-8)

(B)

It shall be unlawful for any employee, whether full or part time, in an establishment dispensing alcoholic beverages for consumption on the premises, to mingle or fraternize with customers or patrons of the establishment incident to the purchasing of alcoholic beverages for consumption by the employee and for which the customer of the establishment pays.

(1964 Code, § 3-9)

(C)

It shall be unlawful for any owner, operator, manager, or other employee of a place dispensing alcoholic beverages for consumption on the premises, to employ or permit on the premises any person to solicit drinks for himself or any other person for which a customer or patron of the establishment pays.

(1964 Code, § 3-10; Ord. 206, passed 10-28-68)

**§ 111.14 - Parking facilities for restaurants, nightclubs.**

No restaurant, cocktail lounge, or nightclub serving alcoholic beverages to be consumed upon the premises shall be permitted in the Village and no license shall be issued therefor, unless such proposed place of business shall have parking facilities adjacent thereto equivalent to one automobile to each two and one-half seats. This section shall not apply to already existing and licensed places of business.

(1964 Code, § 3-7; Ord. 206, passed 10-23-68)

**§ 111.15 - Sale of alcoholic beverages by grocery stores or markets.**

Any grocery store or market licensed to sell beer and wine as a part of its business shall not be required to have more parking spaces than those required by the zoning code regulations of the Village applicable to them, but sale of such alcoholic beverages shall be restricted to those hours prescribed by their particular licenses pursuant to §111.11(A)(4).

(1964 Code, § 3-14; Ord. 206, passed 10-23-68; Am. Ord. 233, passed 4-21-71)

**Cross reference—** Penalty, §111.99

**§ 111.16 - Sale of alcoholic beverages on election days.**

All places of business within the Village where alcoholic beverages are sold at wholesale or retail, shall not make any such sales during any state, county, general, or primary election or any municipal election, during the hours in which the polls are open.

(1964 Code, § 3-16; Ord. 206, passed 10-23-68)

**Cross reference—** Penalty, §111.99

**§ 111.17 - Signage.**

(A)

Signage required for all business establishments selling alcoholic beverages. All persons who own or operate a business establishment which sells or dispenses retail alcoholic beverages for consumption on or off the premises shall conspicuously post a notice within said business establishment in such a place where alcoholic beverages are either displayed, purchased or consumed. The required notice shall consist of one or more signs or notices, each of which is not less than ninety-three square inches (8-1/2 x 11), with at least 30-point type, which contains the following information, clearly discernable by persons to whom alcoholic beverages may be sold or dispensed.

(1) It is unlawful to purchase alcohol if you are under 21 years of age.

(2) It is unlawful to sell or dispense alcohol under 21 years of age unless exempt pursuant to section 562.11 or 562.13, Florida Statutes

(3) The penalties associated with the sale or dispensing of alcoholic beverages to persons under 21 years of age include imprisonment in a County jail and a fine.

(4) A telephone number to report those who are in violation of the law. Such telephone numbers may include but are not limited to:

a. 305-470-6787 – Division of Alcoholic Beverages and Tobacco

b. 1-877-MEANS 21 (877-632-6721)

(B)

(1) Signage required for business establishments selling alcoholic beverage for consumption off the premises. No person shall sell at retail any alcoholic beverage for consumption off the premises of the business establishment unless said person has posted in a conspicuous place where the sale is to occur, a sign which is at least eleven (11) inches by seventeen (17) inches in size, which is plainly visible and legible to all persons entering the premises and which shall read as follows:

HEALTH WARNING

ALCOHOL IN BEER, WINE AND LIQUOR CAN CAUSE:

\* INTOXICATION

\* ADDICTION

\* BIRTH DEFECTS

REDUCE YOUR RISKS:

• DO NOT DRINK BEFORE DRIVING OR OPERATING MACHINERY.

• DO NOT MIX ALCOHOL WITH OTHER DRUGS (IT CAN BE FATAL).

• DO NOT DRINK DURING PREGNANCY.

Hotels, restaurants, lounges and other establishments which are permitted to sell alcoholic beverages for consumption on the premises are expressly exempt from the provisions of this [subsection (c)].

(d) Language of signs. The owner or operator of a business establishment subject to this section shall conspicuously post translations of the required notice in Spanish and Creole.

(e) Exemptions. The restrictions of subsections (b) and (c) shall not apply to a bona fide restaurant without a restaurant bar. However, such place of business shall conspicuously post a notice with the contents set forth in subsection (b) above within said business establishment where it will be visible to all employees of the business.<<

(f) Penalties.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

### **§ 111.99 - Penalty.**

Any person, firm, or corporation doing business or providing services in the Village as contemplated by this chapter without having first obtained a current, valid license as required by this chapter shall be subject to a fine of not more than \$1,000.00 or imprisonment for not more than six months, or both, as provided by Charter §3.08 (D). Each day any person, firm, or corporation continues to operate without a required license shall be considered an additional violation, and they may be separately charged, tried, and convicted by a court of competent jurisdiction under the terms of this chapter.

**Cross reference—** Penalty, §111.99.

(1964 Code, § 3-11; Ord. 206, passed 10-23-68; Am. Ord. 307, passed 10-15-80)

**Section 5. Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 6. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

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

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

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

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

**Section 2. 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 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

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

**THE VOTES WERE AS FOLLOW:**

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

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this 10th day of September 2015.

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

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

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Yvonne Hamilton, Village Clerk

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

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

North Bay Village Ordinance-Alcoholic Beverage Signs.



## North Bay Village

Administrative Offices

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

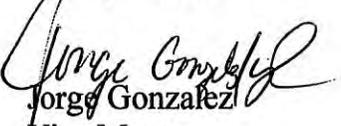
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** November 2, 2015

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

**FROM:**   
Jorge Gonzalez  
Vice Mayor

**SUBJECT:** Introduction of Ordinance

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 111.01 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES; PROVIDING FOR CONTENT OF SIGN TO INCLUDE PROHIBITION ON THE SALE TO MINORS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.**

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

JG:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

Approved \_\_\_\_\_ Mayor

Agenda Item No. 4(A)

Veto \_\_\_\_\_

10-20-15

Override \_\_\_\_\_

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

ORDINANCE REQUIRING WARNING SIGNS RELATED TO SALES OF ALCOHOLIC BEVERAGES; PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES; PROVIDING FOR CONTENT OF SIGN TO INCLUDE PROHIBITION ON THE SALE TO MINORS; AMENDING SECTION 21-31.3 OF THE CODE OF MIAMI-DADE COUNTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

**Section 1.** Section 21-31.3 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:<sup>1</sup>

**Sec. 21-31.3. – Warning Signs Required for Retail Sale of Alcoholic Beverages.**

(a) >>Definitions.<< For the purposes of this section the following definitions shall apply:

(1) *Alcoholic beverages* shall mean alcoholic beverages as set forth in Section 561.01(4)(a), Florida Statutes, as same may be amended from time to time.

(2) >>Business Establishment includes, but is not limited to, any place of business or any club, organization, person, firm, corporation or partnership such as a golf club, country club, veteran’s fraternal or benevolent organization, grocery store, drug store, nightclub, bottle club, cocktail bar, hotel bar, tavern, restaurant, restaurant bar, grill, filling station, convenience store, package store, or any other building, structure, or location or portion thereof, where in one person directly or indirectly pays another for purchase or dispensing of an alcoholic beverage.

<sup>1</sup> Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(3) Conspicuously Posted means clearly visible, easily readable and immediately apparent upon viewing.

(4) Dispense means storing, handling, apportionment, preparation, gift, distribution or serving, directly or indirectly, of any amount of an alcoholic beverage to or for any person by any officer, owner, operator, lessee, or employee of a business establishment. For purpose of this definition, permitting or allowing any person to carry alcoholic beverages on the premises of any business establishment to be consumed thereon shall constitute the dispensing of such beverages.

(5) Minor means any individual under the legal drinking age as set forth in Florida Statutes Section 562.11 and 562.111 as the same may be amended from time to time<<

[[2]]>>(6)<< Sale and sell shall mean "sale" and "sell" as set forth in Section 561.01(9), Florida Statutes, as same may be amended from time to time.

[[3]]>>(7)<< Retail shall mean sale to the ultimate consumer.

(b) >>Signage required for all business establishments selling alcoholic beverages. All persons who own or operate a business establishment which sells or dispenses at retail alcoholic beverages for consumption on or off the premises shall conspicuously post a notice within said business establishment in such a place where alcoholic beverages are either displayed, purchased or consumed. The required notice shall consist of one or more signs or notices, each of which is not less than ninety-three (8-1/2 x 11), with at least 30-point type, which contains the following information, clearly discernable by persons to whom alcoholic beverages may be sold or dispensed.

(1) It is unlawful to purchase alcohol if you are under 21 years of age.

(2) It is unlawful to sell or dispense alcohol under 21 years of age unless exempt pursuant to section 562.11 or 562.13, Florida Statutes

(3) The penalties associated with the sale or dispensing of alcoholic beverages to persons under 21 years of age include imprisonment in a County jail and a fine

(4) A telephone number to report those who are in violation of the law. Such telephone numbers may include but are not limited to:

a. 305-470-6787 – Division of Alcoholic Beverages and Tobacco

b. 1-877-MEANS 21 (877-632-6721)

- (c) >>Signage required for business establishments selling alcoholic beverage for consumption off the premises.<< No person shall sell at retail any alcoholic beverage >>for consumption off the premises of the business establishment<<~~unless said person has posted in a conspicuous~~ place where the sale is to occur a sign which is at least eleven (11) inches by seventeen (17) inches in size, which is plainly visible and legible to all persons entering the premises and which shall read as follows:

HEALTH WARNING

ALCOHOL IN BEER, WINE AND LIQUOR CAN CAUSE:

- \* INTOXICATION
- \* ADDICTION
- \* BIRTH DEFECTS

REDUCE YOUR RISKS:

- DO NOT DRINK BEFORE DRIVING OR OPERATING MACHINERY.
- DO NOT MIX ALCOHOL WITH OTHER DRUGS (IT CAN BE FATAL).
- DO NOT DRINK DURING PREGNANCY.

~~[[Notwithstanding any provision of the Code of Miami Dade County, said sign shall also be translated into Spanish and posted.]]~~

~~[[e]]~~Hotels, restaurants, lounges and other establishments which are permitted to sell alcoholic beverages for consumption on the premises are expressly exempt from the provisions of this ~~[[section]]~~ >>subsection (c)<<.

- >>(d) Language of signs. The owner or operator of a business establishment subject to this section shall conspicuously post translations of the required notice in Spanish and Creole.

- (e) Exemptions. The restrictions of subsections (b) and (c) shall not apply to a bona fide restaurant without a restaurant bar. However, such place of business shall conspicuously post a notice with the contents set forth in subsection (b) above within said business establishment where it will be visible to all employees of the business.<<

- ~~[[d]]~~>>(f) Penalties.<<Any person violating any of the provisions of this section shall, upon conviction of such offense, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed sixty (60) days in the County Jail, or both, in the discretion of the court. Each day of continued violation shall be considered a separate offense.

**Section 2.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

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**Section 3.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**Section 4.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:

GBK

Prepared by:

EWG

Eduardo W. Gonzalez

Prime Sponsor: Commissioner Daniella Levine Cava

# MEMORANDUM

Agenda Item No. 4(A)

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**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 20, 2015

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Ordinance requiring warning signs related to sales of alcoholic beverages; providing for signs in business establishments selling alcoholic beverages for consumption on or off the premises; providing for content of sign to include prohibition on the sale to minors; amending section 21-31.3 of the Code

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The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



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Abigail Price-Williams *APW*  
County Attorney

APW/jls



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 20, 2015

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 4(A)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

# MIAMI BEACH

## NOTICE OF PUBLIC HEARING TO APPROVE THE FINAL ASSESSMENT ROLL FOR THE SPECIAL ASSESSMENT DISTRICT KNOWN AS THE SUNSET ISLANDS 3 & 4 UTILITY IMPROVEMENT DISTRICT

NOTICE IS HEREBY given that the following public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **December 9, 2015**, at **11:00 a.m.**, or as soon thereafter as the matter can be heard, to consider:

- A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 and 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As The Sunset Islands 3 & 4 Utility Improvement District And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid.

At the hearing, the owners of the property to be assessed or any other persons interested therein may appear before the Mayor and City Commissioners and be heard as to the propriety and advisability of the placement underground of utilities on Sunset Islands 3 & 4 (the "Improvements"), and the propriety and advisability of funding the Improvements with special assessments, as to the cost thereof, as to the manner of payment therefor, and as to the amount thereof to be assessed against each property so improved.

Following the testimony, the Mayor and City Commissioners shall make a final decision on whether to levy the special assessments. Thereafter, the Mayor and City Commissioners shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments and shall adjust and equalize the assessments on a basis of justice and right.

The Sunset Islands 3 & 4 Utility Improvement District (the "District") is comprised of Sunset Island 3 and Sunset Island 4, located in Miami Beach, Florida.

The description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139, and at <http://web.miamibeachfl.gov/cityclerk/default.aspx?cid=82117>

*Inquiries may be directed to the Office of Capital Improvement Projects at 305.673.7071.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. The preliminary assessment roll for the District referenced herein is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Florida Statute, the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

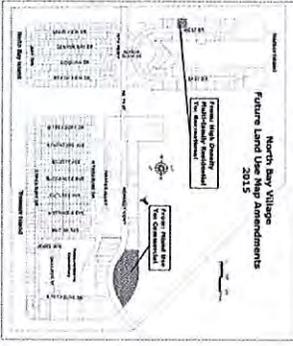
Rafael E. Granado  
City Clerk  
Ad 1103



## 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 **THURSDAY, DECEMBER 3, 2015** AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 1141.01 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES, PROVIDING FOR CONSENT OF SIGNS TO INCLUDE PROHIBITION ON THE SALE TO MINORS, PROVIDING FOR RECALIBRABILITY, INCLUDING IN THE CODE AND AN EFFECTIVE DATE. **SECOND READING.**
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.04 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND FENCE SIGNS, SETBACKS, FENCES, ENTITLED "FENCES, WALLS, AND HEDGES" TO REQUIRE A TEMPORARY PERMIT FOR THE INSTALLATION OF SUCH SIGNS, FENCES, WALLS, AND HEDGES TO BE INSTALLED WITHIN THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO A DEVELOPMENT AGREEMENT BETWEEN ISLE OF BREKANS, LLC AND NORTH BAY VILLAGE, AUTHORIZING THE MAJOR AND VILLAGE MANAGER TO EXECUTE THE AGREEMENT, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
4. A REQUEST BY STUART GRAY, PROPERTY OWNER OF 1860 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL STRUTURE IN THE RM-40 ZONING DISTRICT.
5. A REQUEST BY STUART CHASE, PROPERTY OWNER OF A DOCK AND FOR THE ISSUANCE OF A WAIVER TO PERMIT A DOCK STRUCTURE LENGTH GREATER THAN 25 FEET, PURSUANT TO SECTION 156.11(9) OF THE VILLAGE CODE.
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, AND UTILITIES, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, PUBLIC SCHOOLS, OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOLS, AND FACILITIES ELEMENTS, AMENDMENTS TO THE FUTURE LAND USE MAP, COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.177(9)(C) THROUGH 163.177(9)(F), AND THE MANDATES SET FORTH IN CHAPTER 161, FLORIDA STATUTES, AUTHORIZING THE MAJOR AND VILLAGE MANAGER TO EXECUTE THE AGREEMENT, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.
7. FUTURE LAND USE MAP AMENDMENTS.



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, #100, 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, #100. 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 MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS 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. HAMILLTON, CMC  
VILLAGE CLERK  
(November 17, 2015)

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED “BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS” AND CHAPTER 152, SECTION 152.055 ENTITLED “FENCES, WALLS, AND HEDGES” TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

WHEREAS, the Commission of North Bay Village has determined that construction sites and vacant properties must be secured from unauthorized access; and

WHEREAS, the Commission of North Bay Village has determined that it is necessary to regulate fences on construction sites and vacant commercial and multi-family lots in the Village.

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

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

**Section 2. Village Code Amended.** Sections 152.055 and 155.03 of the North Bay Village Code of Ordinances are hereby amended to read as follows:

**§ 152.055 - Fences, walls, and hedges.**

(A)

*When required.*

(1)

An eight-foot high wall, hedge, or fence shall be required along all side and rear commercial property lines which are contiguous to a residential zoned property, subject to vision clearance requirements established elsewhere in this section.

(2)

All permitted outdoor storage areas in multifamily residential and commercial zones shall be visually screened from public view by an eight-foot high solid wood or masonry fence or wall.

(3)

Fences or walls to be built in connection with other permitted recreational uses such as baseball backstops, tennis courts, handball courts, and the like shall be permitted at the height necessary for the particular use.

(4)

All vacant lots adjacent to Kennedy Causeway shall be hedged along that portion of the lot which is adjacent to Kennedy Causeway. The hedge shall not exceed four feet in height and not be lower than two feet in height and shall be of sufficient thickness and density so as to provide a physical barrier similar in effect to a fence. The hedges shall be continuously and regularly trimmed, and any dead plants, or plants which fail to bear leaves, shall be regularly and timely replaced. ~~The remainder of the lots shall be fenced or hedged so as to prevent the unauthorized entry of motor vehicles thereon.~~

(5)

All vacant commercial and vacant multi-family lots (including properties adjacent to Kennedy Causeway) shall be fenced around the entire perimeter of the property; with five foot fencing in the front yard setback and 6 foot fencing around the remainder of the lot. A landscape buffer shall also be provided between the fence and the right-of-way, according to Section 152.055(B)(3).

(6)

Concrete Block Walls. No ~~fence~~, solid contiguous wall or ledge consisting of blocks or concrete shall be erected, constructed, installed or maintained in any manner parallel to the 79th Street Causeway.

(B)

*Prohibitions.*

(1)

No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.

(2)

No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official right-of-way lines.

(3)

No wall or fence shall exceed five feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. Additionally, landscaping shall be required on the street side of any such wall or fence. Any concrete wall or concrete block wall shall be sustained in a finished condition. Hedges shall not exceed 12 feet in height in the RS-1 and RS-2 Districts.

(4)

Walls and fence in the rear and side setbacks will be limited to a height of six feet. Hedge heights will be limited to twelve (12) feet in the front, rear and side setbacks in the RS-1 and RS-2 Districts, provided that such hedges do not interfere with vehicular traffic or visibility on public rights-of-way and are neatly trimmed. The property owner responsible for planting the hedge shall maintain the entire hedge, including the sides facing the neighboring properties in order to avoid any hindrance to said neighboring property. Hedge planting is strictly prohibited within the Village right-of-way or easement area.

(5)

No ~~wood~~, chain link, wire or cable fencing, or fences similar in appearance to any of the foregoing, ~~or any vinyl clad fencing~~ will be permitted within front setbacks. (This includes all areas past the front edge of the house running towards the street.)

(6)

Ornamental entrances, fountains, plant containers, and similar architectural features exceeding the wall height restriction will be permitted, provided that:

(a)

No such feature shall exceed in height the wall height restriction for that district plus three feet; and

(b)

There shall be only one such feature in any front, side or rear yard, except that there may be two entrance gates.

(7)

Planting of vegetation in easement areas shall conform to the following:

(a)

No trees may be planted within any easement or public right-of-way area as shown on the recorded plats of the various subdivisions of the Village ("easement areas"). Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping"). Easement or right-of-way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;

(b)

Prior to planting such easement or right-of-way areas, a landscaping plan shall be provided to the Village for review to ensure compliance with subsection (a) above; and

(c)

Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.

(8)

*North Bay Island.* The linear footage of any property's street front Village easement or right-of-way area must maintain a greenspace (pervious) area whereby the permissible paved area is to be limited to only 40 percent of that total linear footage. The protected greenspace shall be restricted from any paving materials including but not limited to asphalt, concrete, brick, pavers, gravel or solid cover of mulch. The depth of that protected pervious area must be maintained at full easement depth from the street to the property boundaries. Any paving of the property frontage beyond the easement area (within front yard), and greater than 40 percent of the permitted linear footage must create a green landscape facade to decrease the sight line of that paved surface from the street view.

*All islands.* Front yard area may be paved up to 40 percent of the total linear footage. The balance of footage may only be paved if a greenspace is created between the Village's sidewalk and the paved area, for a depth of no less than 48 inches, and heavily landscaped to create green landscape facade to decrease the sight line of that paved surface from the street.

(9)

*Nonconforming uses of land.* The lawful use of land existing at the time of the passage of this ordinance or an amendment thereto, although such uses do not conform to the provisions of this ordinance, may be continued subject to the following provisions:

(a)

Front yard areas may not be increased in paved areas.

(b)

All rights and obligations subject to the nonconforming use of the land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy.

(C)

*General requirements.*

(1)

Construction and materials. No fence or wall may be constructed of materials which will be hazardous to the health, safety, or welfare of persons or animals. Fences which are erected with sheathing, pickets or slats on one side only shall have such materials placed on the side of the fence facing the adjacent property in such a manner as to conceal the structural elements of the fence from off premises view. Walls or fences constructed of concrete block shall be constructed so that the side facing away from the property on which the wall or fence is located shall be finished with stucco or some other approved material.

(2)

Maintenance. All fences, walls, and hedges shall be maintained in a safe, attractive, and non-hazardous condition. Hedges shall not extend over or into the public right-of-way for the full height of the hedge.

(3)

Maximum height.

(a)

No fence or wall shall exceed six feet in height and no hedge shall exceed six feet except as may be permitted or further restricted elsewhere in this section.

(b)

The height of a wall, fence, or hedge shall be the vertical distance measured from the average elevation of the finished building site to the top of the wall, fence, or hedge. The average elevation shall be measured along the wall, fence, or hedge line that the same is to be placed. The land within the area which the wall, fence, or hedge is to be placed may not be increased or decreased to effect the permitted height unless the entire building site is to be graded to level off this area.

(D)

*Temporary fence around construction site.* ~~Nothing in this section shall be deemed to prohibit the erection and maintenance of a~~ temporary fence shall be erected around the entire perimeter of construction sites on which actual construction activity is taking place pursuant to a valid active building permit. The fence may exceed the height limitations in this zoning code if the fence is constructed of solid wood (or plywood) and is decorated in an attractive and artful design as shall be determined by the Village Beautification Community Enhancement Board. In no event shall the fence exceed eight feet in height. Chain link fences shall not be ~~the~~ permitted around construction sites unless screening, with canvas or other similar material, is used with the chain link to conceal construction materials from outside view.

**§ 155.03 - Building and site design relationships shall conform to the following standards.**

- 1) Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.
- 2) Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.
- 3) In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.
- 4) All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the building or buildings, or enclosed in a separate structure compatible with the main building.
- 5) When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.
- 6) Storefronts shall have easily identifiable entrances.
- 7) Window displays shall be done in such a manner as to capture the attention of pedestrians~~customers attention~~, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.
- 8) "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.
- 9) Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.
- 10) All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.

- 11) Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.
- 12) Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.
- 13) The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.
- 14) Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.
- 15) Pre-fabricated homes are prohibited in new construction.
- 16) Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with 40 percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.

~~17) Temporary construction shall be enclosed by black vinyl coated chain link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.~~

~~18) Reflective/mirrored glass shall be discouraged.~~

~~19) Buildings shall not have unfinished surfaces visible to the public.~~

**Section 3. Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 5. Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on November 10, 2015 was offered by Mayor Connie Leon-Kreps, seconded by Commissioner Richard Chervony.

**The Votes were as follows:**

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

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 Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Eddie Lim	_____

**DULY PASSED AND ADOPTED** \_\_ day of \_\_\_\_\_ 2015.

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

**ATTEST:**

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**Yvonne P. Hamilton**  
**Village Clerk**

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

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

North Bay Village Ordinance-Fencing of all Vacant Multi-Family and Commercial Properties and Construction Sites.



## North Bay Village

Administrative Offices

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

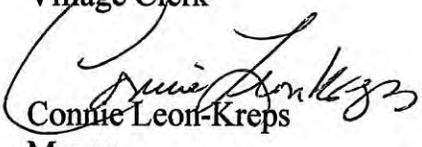
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** November 3, 2015

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

**FROM:**   
Connie Leon-Kreps  
Mayor

**SUBJECT:** Introduction of Ordinance

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND CHAPTER 152, SECTION 152.055 ENTITLED "FENCES, WALLS, AND HEDGES" TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING IN THE REAR OF VACANT PROPERTIES ON THE 79<sup>TH</sup> STREET CAUSEWAY IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

# MIAMI BEACH

## NOTICE OF PUBLIC HEARING TO APPROVE THE FINAL ASSESSMENT ROLL FOR THE SPECIAL ASSESSMENT DISTRICT KNOWN AS THE SUNSET ISLANDS 3 & 4 UTILITY IMPROVEMENT DISTRICT

NOTICE IS HEREBY given that the following public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **December 9, 2015**, at **11:00 a.m.**, or as soon thereafter as the matter can be heard, to consider:

A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant to Sections 170.07 and 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As the Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid.

At the hearing, the owners of the property to be assessed or any other persons interested therein may appear before the Mayor and City Commissioners and be heard as to the propriety and advisability of the placement underground of utilities on Sunset Islands 3 & 4 (the "Improvements"), and the propriety and advisability of funding the Improvements with special assessments; as to the cost thereof; as to the manner of payment thereof; and as to the amount thereof to be assessed against each property so improved.

Following the testimony, the Mayor and City Commissioners shall make a final decision on whether to levy the special assessments. Thereafter, the Mayor and City Commissioners shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments and shall adjust and equalize the assessments on a basis of justice and right.

The Sunset Islands 3 & 4 Utility Improvement District (the "District") is comprised of Sunset Island 3 and Sunset Island 4, located in Miami Beach, Florida.

The description of each property to be assessed and the amount to be assessed to each place or parcel of property may be ascertained at the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139, and at <http://web.miamibeachfl.gov/cityclerk/default.aspx?ID=82112>

*Inquiries may be directed to the Office of Capital Improvement Projects at 305.673.7071.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. The preliminary assessment for the District referenced herein is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

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Rafael E. Granado  
City Clerk

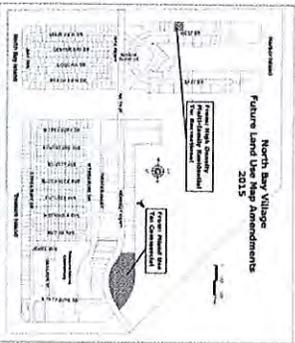
Ad 1103



### 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, DECEMBER 8, 2015** AT 7:30 PM, OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 114.07 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SEVERABILITY, PROVIDING FOR REPEAL, AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 156, SECTION 156.06 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND FENCE AROUND THE PERIMETER OF VACANT COMMERCIAL AND MILITARY PROPERTIES IN THE VILLAGE CENTER, PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE VILLAGE CODE, AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO A DEVELOPMENT AGREEMENT BETWEEN ISLE OF BREKANS, LLC AND NORTH BAY VILLAGE, AUTHORIZING THE USE OF PERMITS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, AUTHORIZING THE USE OF PERMITS TO ENFORCE THE AGREEMENT, PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE VILLAGE CODE, AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
4. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 156, SECTION 156.06 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND FENCE AROUND THE PERIMETER OF VACANT COMMERCIAL AND MILITARY PROPERTIES IN THE VILLAGE CENTER, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 156, SECTION 156.06 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND FENCE AROUND THE PERIMETER OF VACANT COMMERCIAL AND MILITARY PROPERTIES IN THE VILLAGE CENTER, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
6. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE 1997 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE AND OPEN SPACE, INTERGOVERNMENTAL COOPERATION, CONSERVATION, RECREATION AND FACILITIES ELEMENTS, AMENDMENTS TO THE FUTURE LAND USE MAP, CORRECTING THE VILLAGE COMPREHENSIVE PLAN, WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 6.5177(6)(C); TO ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 164, FLORIDA STATUTES; AUTHORIZING STATE LAND PLANNING AGENCY AND OTHER STATE AGENCIES TO APPLY FOR STATE LAND PLANNING AGENCY AND OTHER STATE AGENCIES, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.
7. FUTURE LAND USE MAP AMENDMENTS.



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 MADE 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  
(November 17, 2015)

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO 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 AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Mayor and Village Commission approved a Development Agreement (the “Agreement”) with Isle of Dreams, LLC in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Fla. Stat. (2015);

**WHEREAS**, the Agreement was recorded in Official Record Book 28955, at Pages 3712 through 3750 of the Public Records of Miami-Dade County, Florida;

**WHEREAS**, the Agreement, among other things, approved a redevelopment plan for the property owned by Isle of Dreams, LLC with a mixed use commercial and multi-family residential project, consisting of up to 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the “Project”);

**WHEREAS**, Section 12 of the Agreement governs the payment of impact fees, special assessments, and other municipal fees by Isle of Dreams as part of the development of the Project;

**WHEREAS**, Section 12(b) of the Agreement established a schedule for the payment of the aggregated bonus 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;

**WHEREAS**, the Parties desire to modify the payment schedule for the aggregated bonus fee to make it consistent with the Village’s current standards for these payments;

**WHEREAS**, the Village 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. (2015);

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA:**

**SECTION 1.** The Agreement is hereby modified as follows:

Paragraph 12(b) of the Agreement is hereby amended to read as follows:

(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, which will be paid in full upon the issuance of the principal construction building permit that authorizes the construction project. In the event that the principal construction building permit is not issued prior to June 30, 2016, an initial payment of \$400,000 will be paid prior to or on that date. ~~An initial payment of \$400,000 will be paid on or before June 30, 2016. The final \$400,000 payment will be paid upon the issuance of the principal construction building permit that authorizes the construction of the Project.~~ 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.

**SECTION 2. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 3. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon the execution of the Amended Amendment by both Village and Isle of Dreams.

A motion to approve the foregoing Ordinance on first reading on November 10, 2015 was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Eddie Lim.

**THE VOTES WERE AS FOLLOW:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>No</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Eddie Lim	<u>Yes</u>

A motion to approve the foregoing Ordinance on second reading was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTES ON ADOPTION:**

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

**DULY PASSED AND ADOPTED** \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

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

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

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

North Bay Village Ordinance-IOD Amended Development Agreement.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** November 2, 2015

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

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

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO 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 AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

**DISCLAIMER**

**THE INDIVIDUAL PROVISIONS OF THE INSTANT AMENDMENT ARE INTENDED TO BE READ AND UNDERSTOOD AS “*IN PARI MATERIA*” WITH EACH AND EVERY OTHER PROVISION OF THE DRAFT.**

**NO INDIVIDUAL PROVISION IS INTENDED TO REPRESENT A PROPOSED TERM OR CONDITION OF AN AGREEMENT, EXCEPT IN THE CONTEXT OF EACH AND EVERY OTHER PROVISION IN THE DRAFT.**

**AMENDMENT TO  
NORTH BAY VILLAGE  
DEVELOPMENT AGREEMENT  
WITH  
ISLE OF DREAMS, LLC**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, 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**, on December 10, 2013, the Parties entered into a Development Agreement (the “Agreement”) in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Fla. Stat. (2015) that, among other things, established the redevelopment plan for the Subject Property with a mixed use commercial and multi-family residential project, consisting of up to 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the “Project”);

**WHEREAS**, the Agreement was recorded in Official Record Book 28955, at Pages 3712 through 3750 of the Public Records of Miami-Dade County, Florida;

**WHEREAS**, Section 12 of the Agreement governs the payment of impact fees, special assessments, and other municipal fees by Isle of Dreams as part of the development of the Project;

**WHEREAS**, Section 12(b) of the Agreement established a schedule for the payment of the aggregated bonus 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;

**WHEREAS**, the Parties desire to modify the payment schedule for the aggregated bonus fee to make it more consistent with the requirements generally applied to development in the Village;

**WHEREAS**, the Village 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. (2015) with regard to this Amendment;

**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. Amendment.**

Paragraph 12(b) of the Agreement is hereby amended to read as follows:

(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, which will be paid in full upon the issuance of the principal construction building permit that authorizes the construction of the Project. In the event that the principal construction building permit is not issued prior to June 30, 2016, an initial payment of \$400,000 will be paid prior to or on that date. 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. □

**3. Remainder of Agreement Not Amended.**

Except as hereby amended, all other provisions of the Agreement shall remain in full force and effect.

**4. Recording of Amendment/Effective Date.**

The Village shall, within fourteen (14) days of the approval of this Development Agreement, record this Amendment with the Clerk of the Court of Miami-Dade County. The Amendment 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.

**{Balance of Page Intentionally Left Blank}**

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Amendment 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 \_\_\_\_\_, 2015, 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 \_\_\_, 2015 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: \_\_\_\_\_

**DISCLAIMER**

**THE INDIVIDUAL PROVISIONS OF THE INSTANT AMENDMENT ARE INTENDED TO BE READ AND UNDERSTOOD AS “IN PARI MATERIA” WITH EACH AND EVERY OTHER PROVISION OF THE DRAFT.**

**NO INDIVIDUAL PROVISION IS INTENDED TO REPRESENT A PROPOSED TERM OR CONDITION OF AN AGREEMENT, EXCEPT IN THE CONTEXT OF EACH AND EVERY OTHER PROVISION IN THE DRAFT.**

**AMENDMENT TO  
NORTH BAY VILLAGE  
DEVELOPMENT AGREEMENT  
WITH  
ISLE OF DREAMS, LLC**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, 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**, on December 10, 2013, the Parties entered into a Development Agreement (the “Agreement”) in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Fla. Stat. (2015) that, among other things, established the redevelopment plan for the Subject Property with a mixed use commercial and multi-family residential project, consisting of up to 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the “Project”);

*11/10/2015 Agreement*

**WHEREAS**, the Agreement was recorded in Official Record Book 28955, at Pages 3712 through 3750 of the Public Records of Miami-Dade County, Florida;

**WHEREAS**, Section 12 of the Agreement governs the payment of impact fees, special assessments, and other municipal fees by Isle of Dreams as part of the development of the Project;

**WHEREAS**, Section 12(b) of the Agreement established a schedule for the payment of the aggregated bonus 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;

**WHEREAS**, the Parties desire to modify the payment schedule for the aggregated bonus fee to make it consistent with the requirements generally applied to development in the Village;

**WHEREAS**, the Village 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. (2015) with regard to this Amendment;

**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. **Amendment.**

Paragraph 12(b) of the Agreement is hereby amended to read as follows:

(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. An initial payment of \$400,000 will be paid on or before June 30, 2016. The final \$400,000 payment will be paid upon the issuance of the principal construction building permit that authorizes the construction of the Project. 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. □

**3. Remainder of Agreement Not Amended.**

Except as hereby amended, all other provisions of the Agreement shall remain in full force and effect.

**4. Recording of Amendment/Effective Date.**

The Village shall, within fourteen (14) days of the approval of this Development Agreement, record this Amendment with the Clerk of the Court of Miami-Dade County. The Amendment 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.

**{Balance of Page Intentionally Left Blank}**

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Amendment 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 \_\_\_\_\_, 2015, with the adoption of Ordinance \_\_\_\_\_.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ATTEST:

BY: \_\_\_\_\_

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

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 2015 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:



## 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.

**NORTH BAY VILLAGE  
DEVELOPMENT AGREEMENT  
WITH  
ISLE OF DREAMS, LLC**

THIS DEVELOPMENT AGREEMENT is made and entered into as of this 10<sup>th</sup> day of ~~December~~, 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

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 11<sup>th</sup> 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

A Kotselapova

Print Name: Alina Kotselapova

By:

Scott Greenwald

Its:

Manager

Witness

Fernanda S.

Print Name: Fernanda Salazar

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of Dec., 2013, by Scott Greenwald, the manager 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

A Kotselapova

Notary Public, State of Florida

Print Name: Alina Kotselapova

Date: 12/13/13

My Commission Expires: 8/9/16



Alina Kotselapova  
COMMISSION #EE224088  
EXPIRES: AUG. 09, 2016  
WWW.AARONNOTARY.COM

My

Approved by the Village Commission on December 10, 2013, with the adoption of Ordinance 2013-09

ATTEST

*[Handwritten signature]*

By: *Connie Leon-Kreps*  
Connie Leon-Kreps  
Mayor

By: *Frank Rollason*  
Frank Rollason  
Village Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: *Weiss Serota Helman*  
Weiss Serota Helman  
Pastoriza Cole & Boniske  
Village Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

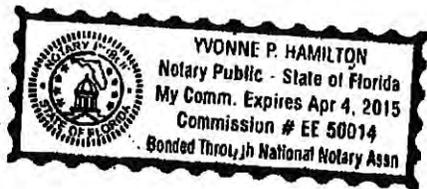
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of Dec, 2013, by Connie Leon-Kreps, the Mayor of the Village, who is personally known to me, or who has produced \_\_\_\_\_ as identification who did not take an oath.

Notary Seal

*Yvonne P. Hamilton*  
Notary Public, State of Florida  
Print Name: Yvonne P. Hamilton

Date: 12/13/13

My Commission Expires: 4/4/15



*[Handwritten initials]*

**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**

*Handwritten initials*



## 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.

**EXHIBIT B**

*WJ*

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**ISLES OF DREAMS**  
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 LONGFUTURAL SECTION

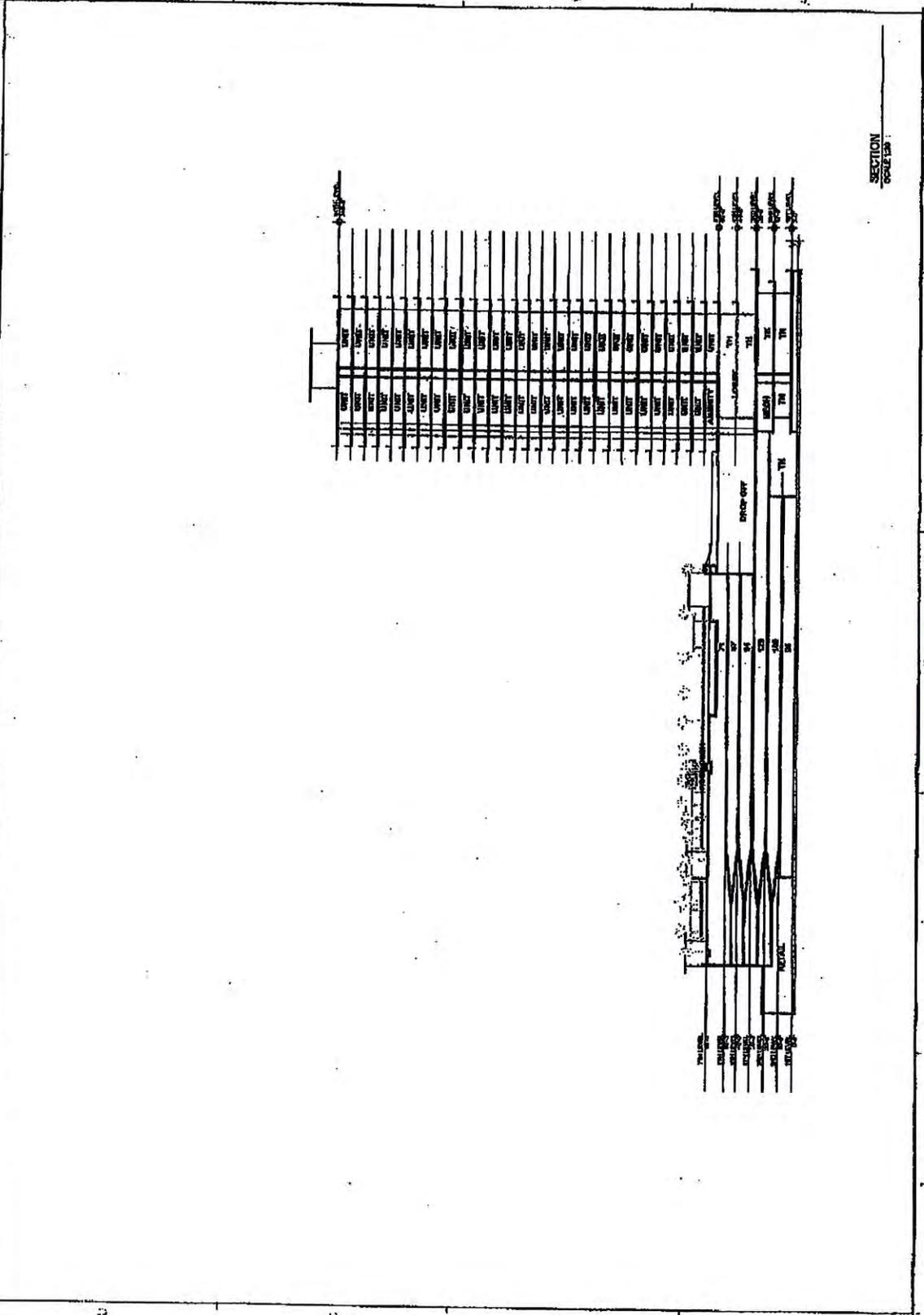
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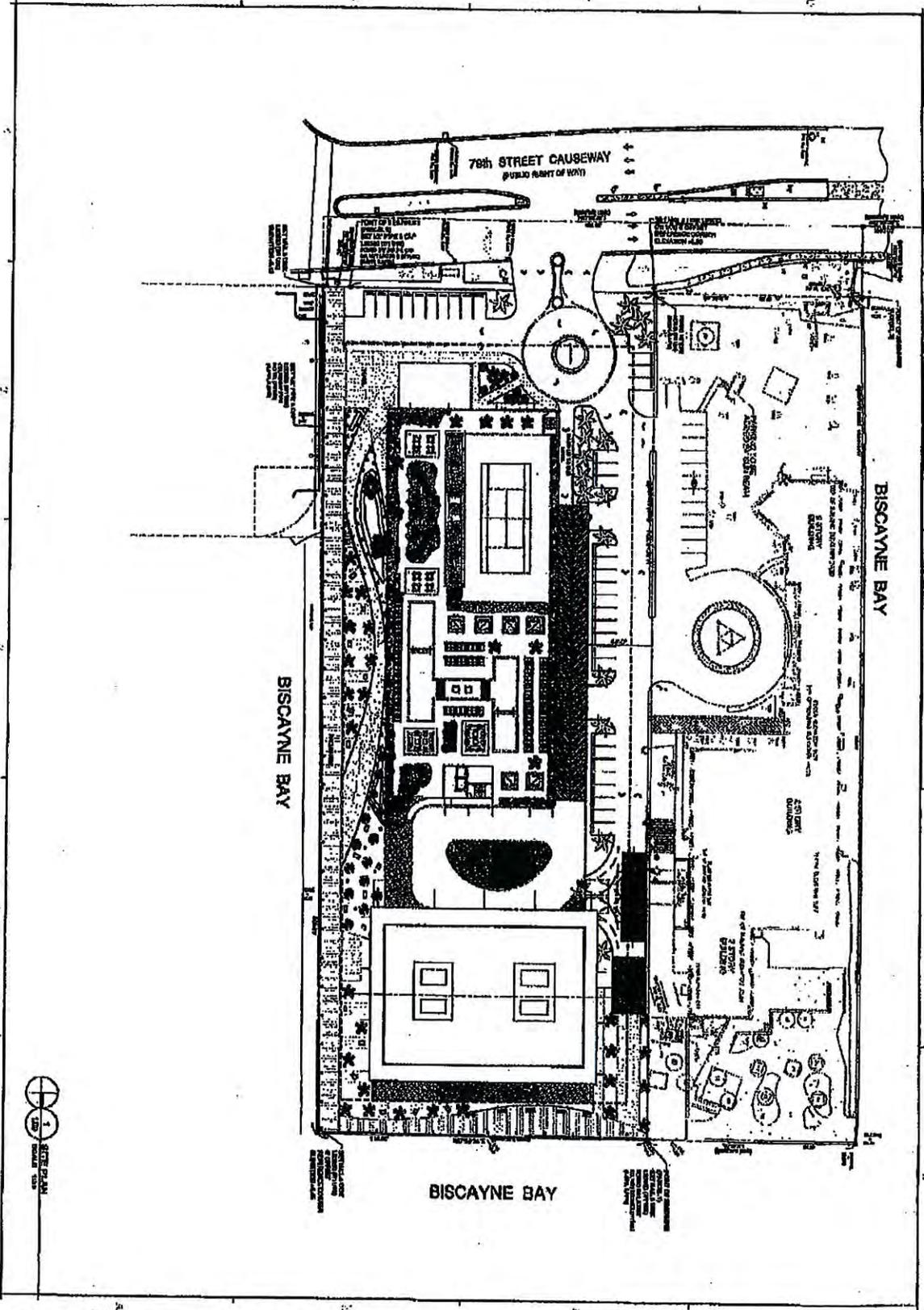
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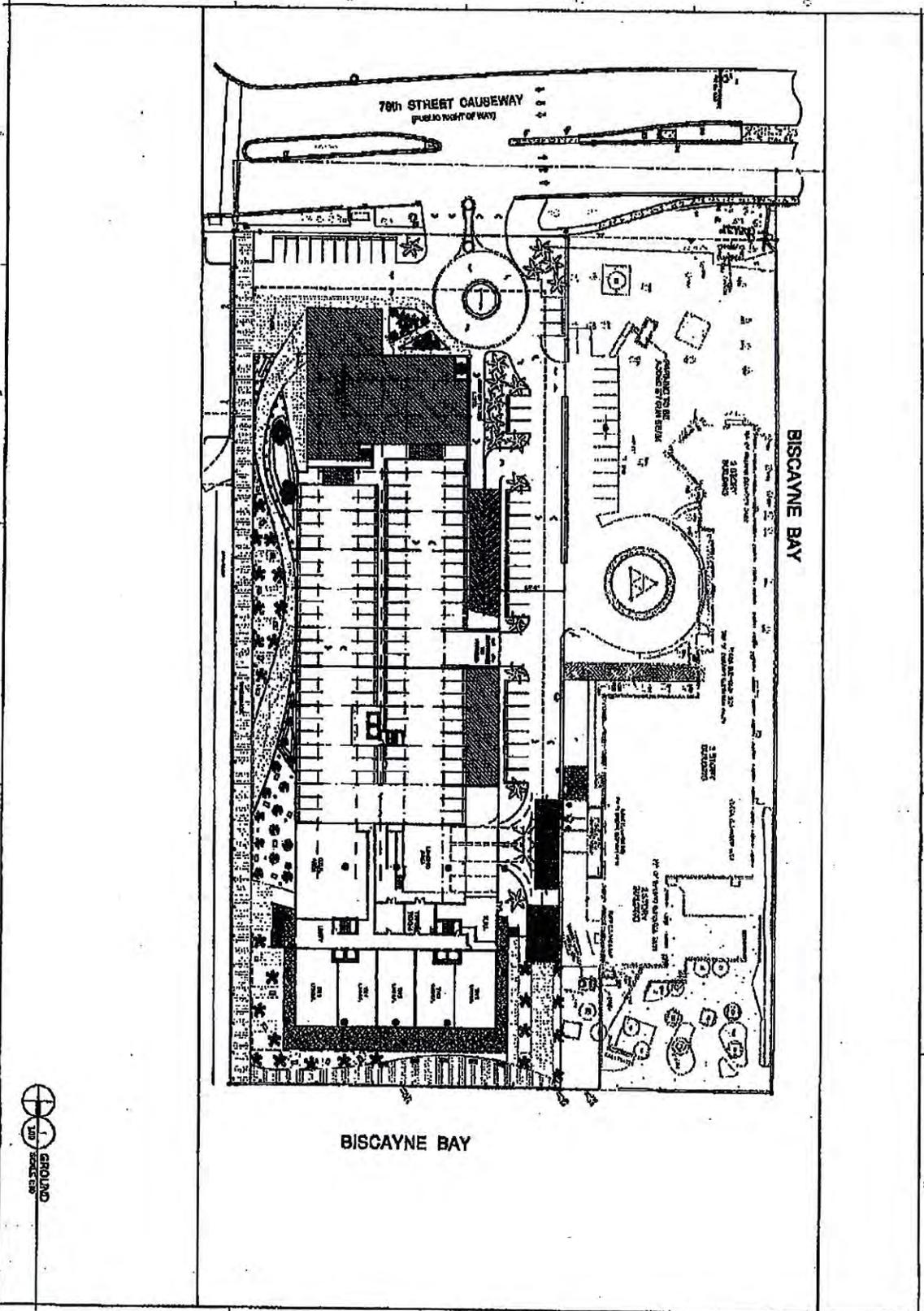


*Handwritten signature or initials.*



1 SITE PLAN  
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SCALE 1/8" = 1'-0"

 <p>ARCHITECTURE INTERIOR DESIGN PLANNING</p> <p>AN AEC FIRM</p> <p>2500 International Boulevard Suite 200 Boca Raton, FL 33433</p> <p>WWW.WANDP.COM</p>	<p>1419 NW 79th Street Indiantown, FL 34957</p>	<p>ISLES OF DREAMS 1419 NW 79th STREET CAUSEWAY INDIANTOWN VILLAGE, FLORIDA</p>	<p>REVISIONS</p> <table border="1"> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	1										2										3										4										5										6										7										8										9										10									
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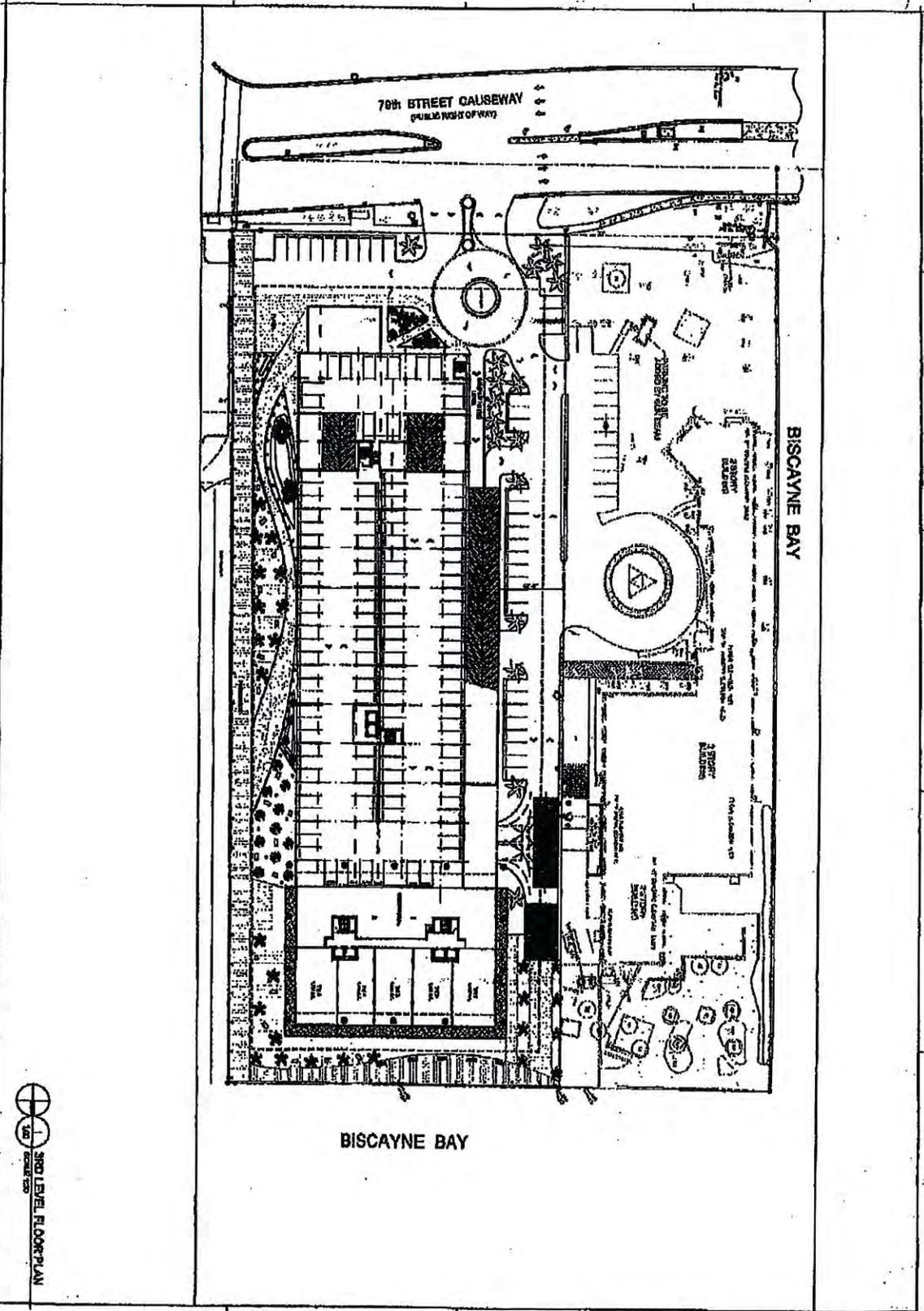
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ISLES OF DREAMS  
 5118 NE 79th STREET CAUSEWAY  
 NORTH BAY VILLAGE, FLORIDA

GROUND LEVEL  
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 THIRD LEVEL FLOOR PLAN

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	<b>THIRD LEVEL</b> FLOOR PLAN			



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ISLES OF DREAMS  
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MIAMI BEACH, FLORIDA

AMENITY LEVEL  
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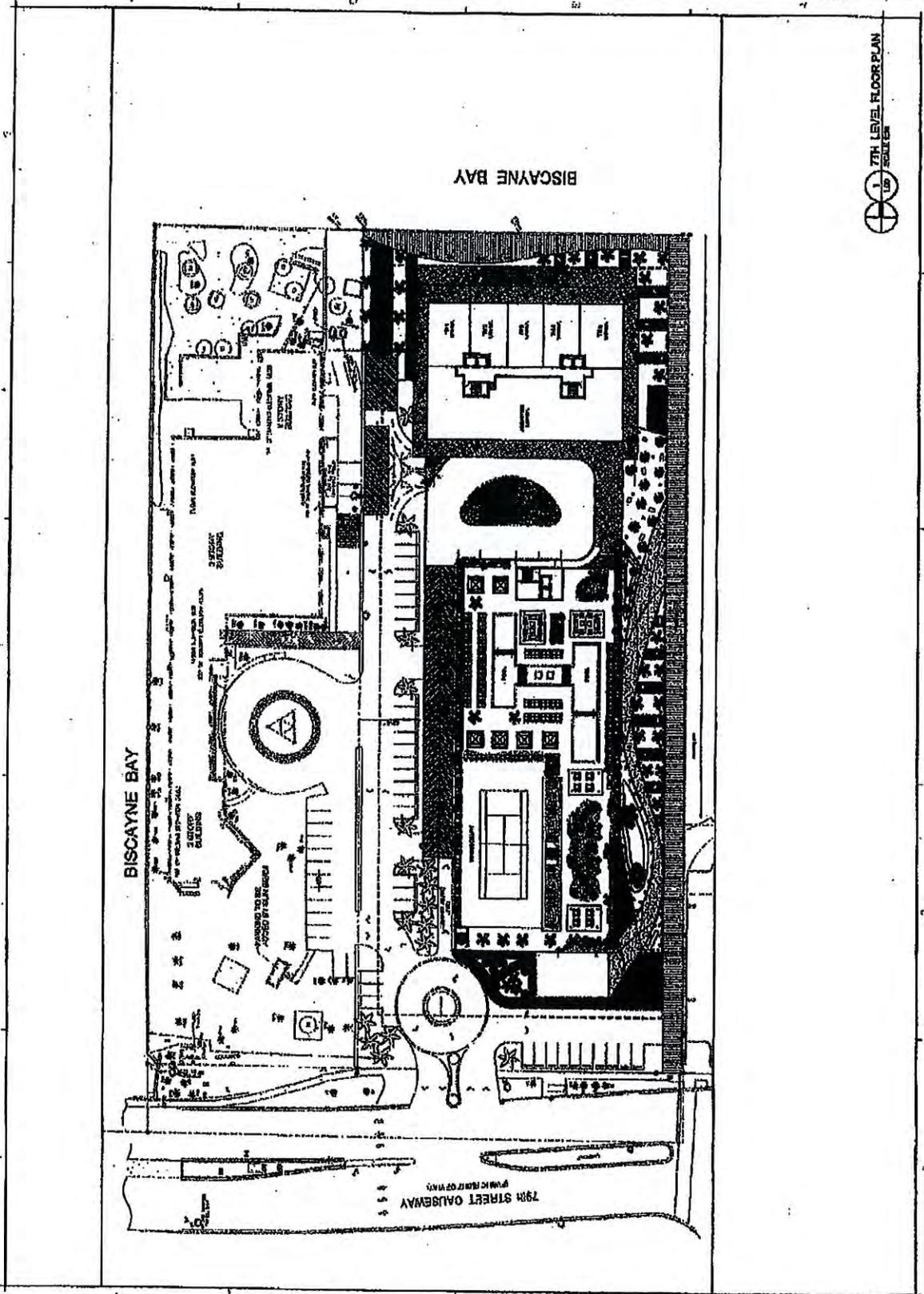
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ARCHITECTURE  
MORROW DESIGN  
PLANNING  
1180 79TH STREET  
MIAMI BEACH, FLORIDA 33139  
TEL: 305.441.1111  
WWW.MORROWDESIGN.COM



DATE: 08/20/13  
DRAWN BY: J. L. SULLIVAN  
CHECKED BY: J. L. SULLIVAN  
SCALE: AS SHOWN  
A3.06



7TH LEVEL FLOOR PLAN  
J. L. SULLIVAN

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ISLES OF DREAMS  
1418 NORTH STREET CAUSEWAY  
NORTH MIAMI BEACH, FLORIDA

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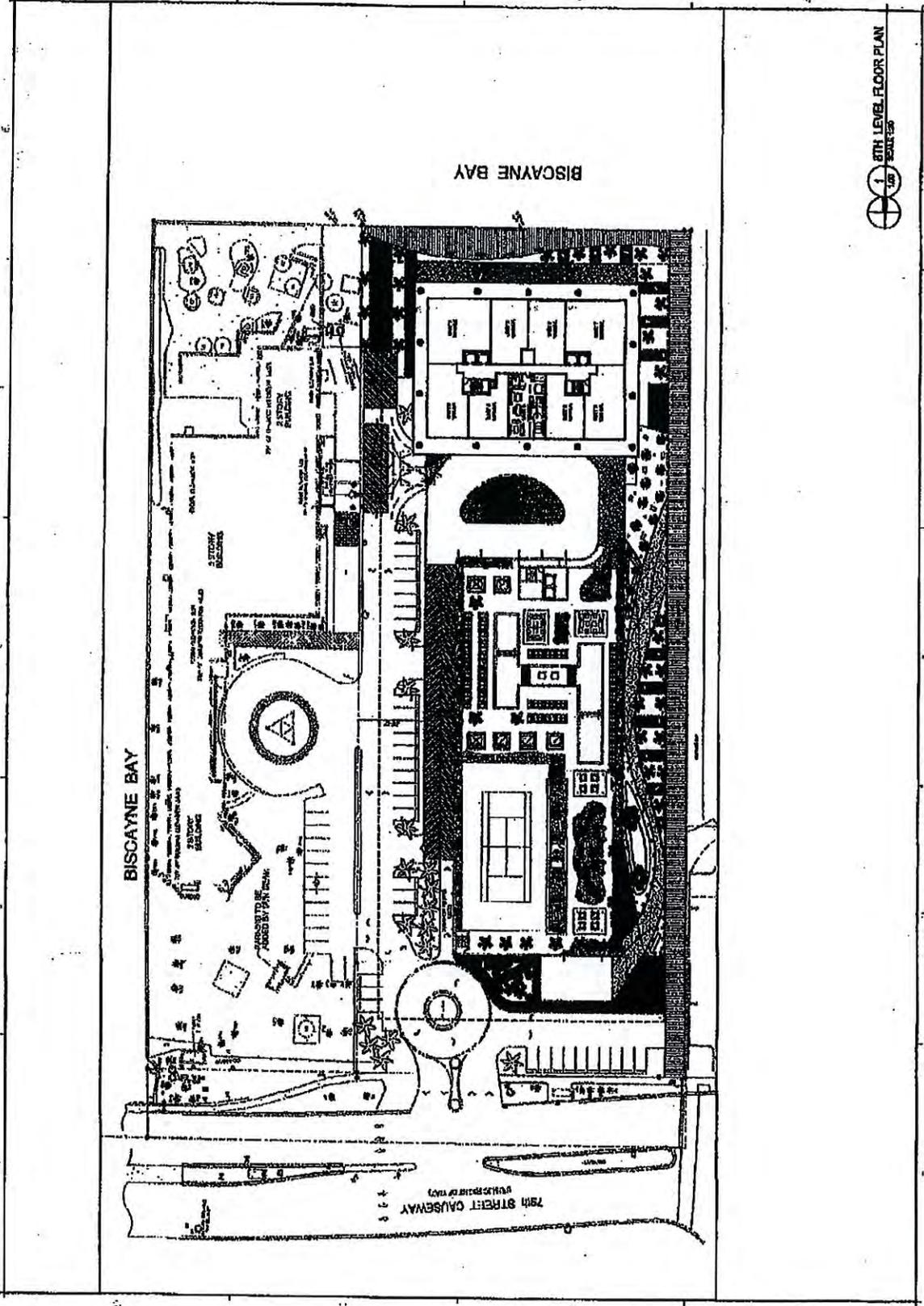
DATE: 11/11/13

PROJECT NO: 130987921

ARCHITECTS  
INTERNATIONAL  
14000  
MIAMI BEACH  
FLORIDA 33156  
WWW.AIAARCHITECTS.COM



DATE: 11/11/13  
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CHECKED BY: [unintelligible]  
SCALE: AS SHOWN  
SHEET: A3.07



**EXHIBIT C**

*MP*

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

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



**EXHIBIT D**

*MP*

**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.



**ORDINANCE NO. 2013-09**

**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.**

**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 Village 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 Village'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 Village 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 Village 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 November 12, 2013, 2013 was offered by Commissioner Richard Chervony, seconded by Commissioner Jorge Gonzalez.

**The Votes were as follows:**

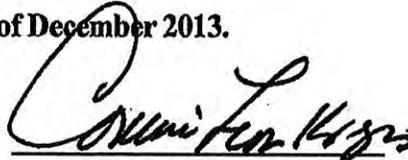
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

A motion to approve the foregoing Ordinance on final reading was offered by Commissioner Richard Chervony, seconded by Commissioner Jorge Gonzalez.

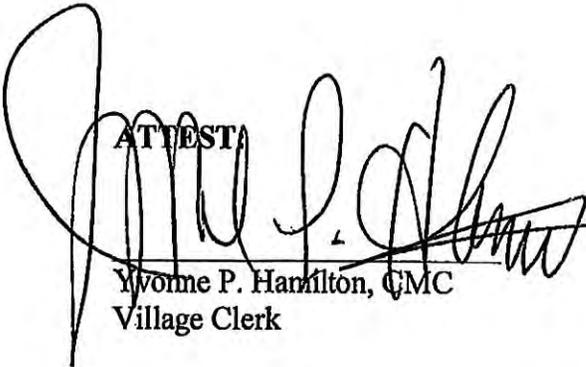
**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED** this 10<sup>th</sup> day of December 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

North Bay Village Ordinance approving Isle of Dreams Development Agreement-12/10/213.



**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 10, 2015** AT 7:30 PM., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ORDINANCE ON FIRST READING *(IN ADDITION TO THOSE ITEMS ADVERTISED ON THURSDAY, OCTOBER 29, 2015)*:

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO THE EXISTING 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 AN EFFECTIVE DATE. *(FIRST READING)***

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

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

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM/RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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 28, 2015)



**CITY OF OPA-LOCKA  
Request for Proposals**

**RFP NO: 15-0212100**

**NW 38th AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS**

Design Build Proposals (bids) for NW 38 Avenue Roadway and Drainage Improvements will be received by the City of Opa-locka and the Office of the City Clerk, 780 Fisherman, 4th Floor, Opa-locka, Florida 33054. The Proposals (Bids) are due on **Wednesday, December 2, 2015 by 1:00 PM.** Any proposals (bids) received after the designated closing time will be returned unopened.

The purpose of this Request for Proposals (bids) is to seek service of a qualified professional contractor or registered engineering firm to provide design build services to the City of Opa-locka for NW 38 Avenue Roadway and Drainage Improvements.

This project will be Federally funded, in part or whole through the Miami-Dade County/Miami-Dade County Public Housing and Community Development (PHCD) of Housing and Community Development with Community Development Block Grant funds and also State Revolving Fund by Florida Department of Environmental Protection Agency (FDEP) and as such, bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375, Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance. The bidder must comply with all applicable grants and/or State Revolving Fund requirements.

Note that bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin. This project is also a Section 3 covered activity. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low income persons or business owners who live in the project's area.

An original and six (6) copies a total of seven (7) plus 1 copy of the proposal on CD in PDF format shall be submitted all in sealed envelopes/packages addressed to Joanna Flores, CMC, City Clerk, City of Opa-locka, Florida, and marked Design Build Services for NW 38 Avenue Roadway and Drainage Improvements. Bidders desiring information for use in preparing proposals may obtain a set of such documents from the Clerk's Office, 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054, Telephone (305) 953-2800 or copies of the RFP NO: 15-0212100 requirements may also be obtained by visiting the City's website at [www.opalockaflgov](http://www.opalockaflgov), (click "RFC /PROPOSALS" located on the right hand side of the screen and follow the instructions). The RFPs can also be obtained by visiting [www.opalockacip.com](http://www.opalockacip.com).

The City will award the Contract to the lowest, responsive, and best responsible bidder. The City reserves the right to award the Contract deemed to be in the best interest of the City, waive any informality in any proposal or reject any and all proposals. Pricing will be weighed heavily on selecting the bidder, but will not be the sole defining factor. Innovative design as well as local job creation will be seriously considered. The City further reserves the right to award the contract to that bidder whose proposal best complies with the RFP NO: 15-0212100 requirements. Bidders may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores, CMC, City Clerk

# MIAMI BEACH

## NOTICE OF PUBLIC HEARING TO APPROVE THE FINAL ASSESSMENT ROLL FOR THE SPECIAL ASSESSMENT DISTRICT KNOWN AS THE SUNSET ISLANDS 3 & 4 UTILITY IMPROVEMENT DISTRICT

NOTICE IS HEREBY given that the following public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **December 9, 2015**, at **11:00 a.m.**, or as soon thereafter as the matter can be heard, to consider:

A Resolution Approving, Following A Duly Noticed Public Hearing Pursuant To Sections 170.07 and 170.08, Florida Statutes, The Final Assessment Roll For The Special Assessment District Known As the Sunset Islands 3 & 4 Utility Improvement District, And Confirming Such Assessments As Legal, Valid, And Binding First Liens Upon The Property Against Which Such Assessments Are Made Until Paid.

At the hearing, the owners of the property to be assessed or any other persons interested therein may appear before the Mayor and City Commissioners and be heard as to the propriety and advisability of the placement underground of utilities on Sunset Islands 3 & 4 (the "improvements"), and the propriety and advisability of funding the improvements with special assessments, as to the cost thereof, as to the manner of payment thereof, and as to the amount thereof to be assessed against each property so improved.

Following the testimony, the Mayor and City Commissioners shall make a final decision on whether to levy the special assessments. Thereafter, the Mayor and City Commissioners shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments and shall adjust and equalize the assessments on a basis of justice and right.

The Sunset Islands 3 & 4 Utility Improvement District (the "District") is comprised of Sunset Island 3 and Sunset Island 4, located in Miami Beach, Florida.

The description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139, and at <http://web.miamibeachfl.gov/cityclerk/default.aspx?ID=82117>

*Inquiries may be directed to the Office of Capital Improvement Projects at 305.673.7071.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. The preliminary assessment roll for the District referenced herein is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Florida Statute, the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

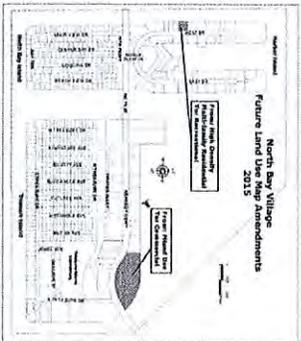
Rafael E. Granado  
City Clerk  
Ad 1103



### 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 **WEDNESDAY, DECEMBER 9, 2015** AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 11.01 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES; PROVIDING FOR CONSENT OF SIGN TO INCLUDE PROHIBITION ON THE SALE TO MINORS; PROVIDING FOR SEVERABILITY; INCLUSION IN THE CODE AND AN EFFECTIVE DATE. **SECOND READING.**
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 155, SECTION 155.6 ENTITLED "BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS" AND PERMITTING THE INSTALLATION OF PERMANENT FENCES, WALLS, AND HEDGES TO REQUIRE A TEMPORARY PERMIT FROM THE VILLAGE ENGINEER AND MULTIMEDIA PROPERTY OWNERS IN THE VILLAGE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. **SECOND READING.**
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO 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 AN EFFECTIVE DATE. **SECOND READING.**
4. A REQUEST BY STUART GRASS, PROPERTY OWNER OF 1860 SOUTH REASBIRE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL STRUCTURE IN THE BAY-DUNING DISTRICT.
5. A REQUEST BY STUART GRASS, PROPERTY OWNER OF 1860 SOUTH REASBIRE DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE CONSTRUCTION OF A DOCK AND FOR THE INSTALLATION OF A WAIVER TO PERMIT A DOCK STRUCTURE LENGTH GREATER THAN 25 FEET, PURSUANT TO SECTION 150.1109 OF THE VILLAGE CODE.
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE AND RECREATION, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE AND RECREATION, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS AND PUBLIC SCHOOLS FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COMBINING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 16317.06(C)(1); INCORPORATING WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE MAYOR AND VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
7. FUTURE LAND USE MAP AMENDMENTS.



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, #500, 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, #500. 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  
(November 17, 2015)

The Commission of North Bay Village  
 1666 JFK/79<sup>th</sup> St. Causeway  
 North Bay Village, FL 33141

Dear Members of the Commission,

I would like to put myself forward for your consideration to fill the vacant Commission post for Treasure Island. I am a six year resident of Treasure Island, making both my home and my business here. My experience in community commitment is strong. I have served on the Community Enhancement Board, supported the various charities and civic activities and have the distinct pleasure of knowing each of you individually.

My educational background, a Masters of Science in Organizational Learning and Leadership, combined with a long background in change management as a contractor with the United States Military, will help me to bring a new perspective to the Commission. I understand the challenges and benefits of moving ahead and those of staying the same.

North Bay Village is my home and my passion. I currently work in real estate, specifically leasing aimed at young families and professionals seeking the beach lifestyle in a community of substance and that's how I see North Bay Village, a terrific location with a strong, diverse and forward looking community.

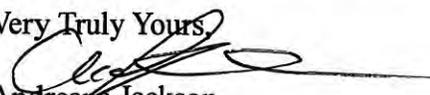
As Commissioner, I intend to support the efforts already made by the members of the Commissioner in the areas of

- Environmental protection for our fragile island landscape including such programs as PACE, the Styrofoam ban, and the beach cleanup.
- The infrastructure projects moving forward. We need new sewers and other improvements. This Commission has built a great foundation with the region and the state. I will actively support these efforts.
- New recreational opportunities for our residents. expanding the current relationship with Miami Beach to further utilize our sister city's facilities and programs, as well as create new opportunities within our Village such as the proposed Paddleboard event.

The term is a short one and I do not intend to introduce new agenda items save one – Community Involvement. There is a sense of community alienation. My life experience as an outsider, a woman in the male dominated military establishment, a middle class African American woman on the plains of Kansas and then here as a newcomer in Miami have strengthened my ability to be a bridge between seemingly divergent groups and cultures. I always look for the commonality and know that in a Community effort that true wisdom is knowing when to follow, when to stand alone and when to lead. I will actively reach out to all residents of North Bay Village, listening, speaking, cajoling and sometimes demanding the community involvement. It matters.

I hope that you will give my application your favorable consideration.

Very Truly Yours,

  
 Andreana Jackson

NOV 3 12:11

# JOSHUA FURMAN, MD, FACC, FAHA, FACP

1440 79<sup>TH</sup> STREET CAUSEWAY  
SUITE 323-A  
MIAMI BEACH, FL 33141  
305-861-3139  
305-865-0269-fax

CARDIOLOGY  
INTERNAL MEDICINE

November 2, 2015

**NORTH BAY VILLAGE**  
**ATTN: YVONNE HAMILTON, NORTH BAY VILLAGE CLERK**  
**1666 KENNEDY CAUSEWAY #300**  
**NORTH BAY VILLAGE, FL 33141**

**RE: Joining The North Bay Village Commission**

**Please accept this notice as my formal application and request, to join the North Bay Village Commission, as the Commissioner for Treasure Island, replacing the current commissioner.**

**I have been a long time resident of Treasure Island, since 1977.**

**My medical practice has been located on Treasure Island for 35 years.**

**My medical and legal expertise is extensive.**

**I am also an active member of numerous medical and legal consulting committees.**

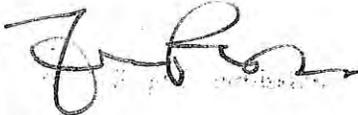
**I have been involved in many business transactions.**

**I was a member of North Bay Village advisory board for business development and was just recently appointed to North Bay Village planning and zoning committee.**

**It will be my privilege and an honor to serve my community as commissioner for Treasure Island.**

Sincerely,

Joshua Furman, MD



Armand Abecassis  
7508 W. Treasure Dr.  
North Bay Village, FL 33141  
Cell: 305-332-1177  
Email: [aa928@hotmail.com](mailto:aa928@hotmail.com)

Letter of interest:

Dear Mayor and Council Members,

I have become aware of the Village's Commissioner vacancy and would like to express my interest in the position. Currently I have been a resident in North Bay Village since 1975 and have served as Commissioner for numerous years while staying attentive to the City needs.

Furthermore, I would like to assist the Village in filling this vacancy so that the business of the Village can be properly represented.

Sincerely,



Armand Abecassis  
Former North Bay Village Commissioner



## 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

16A

### OFFICIAL MINUTES

#### REGULAR VILLAGE COMMISSION MEETING

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

**NOVEMBER 10, 2015 - 7:30 P.M.**

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#### 1. CALL TO ORDER

The meeting was called to order by Mayor Connie Leon-Kreps at 7:34 p.m., and she read the rules of conduct for the proceeding.

#### PLEDGE OF ALLEGIANCE

Resident Kenneth Stowe led the Pledge of Allegiance.

#### ROLL CALL

Present were the following:

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

Commissioner Wendy Duvall was absent.

Also Present:

Frank K. Rollason, Village Manager  
Jenice Rosado, Deputy Village Manager/HR Director  
Brian Collins, Acting Police Chief  
Sandra Zamacona, Acting Finance Director

Rodney Carrero-Santana, Public Works Director  
Village Planner Jim LaRue  
Yvonne P. Hamilton, Village Clerk  
Jenorgen Guillen, Deputy Village Clerk

2. A. **PROCLAMATIONS AND AWARDS**

1. **AWARD - THE GRENTNERS-SHUCKERS DOCKSIDE GRILL/BEST WESTERN HOTEL**

This item was postponed.

B. **SPECIAL PRESENTATIONS**

1. **OMAR FRANCO, FEDERAL LOBBYIST (*VICE MAYOR JORGE GONZALEZ*)**

Mr. Franco addressed the Commission on legislative issues.

2. **SANDRA BELLO, FDOT PUBLIC INFORMATION OFFICER N.E. 79<sup>TH</sup> STREET ROADWAY PROJECT**

Joan Fabian, Public Information Specialist, Colin W. Johnson, FDOT Project Administrator, and Andrew Nunez, of American Consulting Engineers, addressed the Commission, on behalf of FDOT. They discussed and responded to questions on the project and on the different speed limits on 79<sup>th</sup> Street.

3. **DARIN GOLDIN, GOLDIN SOLAR – SOLAR PANEL PROGRAM (*VICE MAYOR JORGE GONZALEZ*)**

Mr. Goldin made a presentation on the Solar Panel Program and implementation of the program in the Village.

C. **ADDITIONS AND DELETIONS**

Commissioner Richard Chervony requested that Items 10C, 10D, and 10E be removed from the Consent Agenda to be discussed separately and to add a discussion item under New Business entitled “Short Term Rentals. The Village Clerk referred to an application for appointment to the Citizens Budget & Oversight Board by Keir Rocha.

Commissioner Richard Chervony made a motion to amend the agenda as indicated above. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

3. **GOOD & WELFARE**

Al Coletta, of 7904 West Drive, Mary Kramer, of 7610 Coquina Drive, Kevin Vericker, of 7520 Hispanola Avenue, Kenneth Stowe, of 7521 Miami View Drive, Nidia Sepe, 7621 Coquina Drive, Albert Perez, of 7512 West Treasure Drive, and Bud Farrey, of 1315 Bay Terrace, addressed the Commission.

4. **BOARD REPORTS**

A. **COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

B. **PLANNING & ZONING BOARD**

A report was not provided.

C. **YOUTH & EDUCATION SERVICES BOARD**

A report was not provided.

5. **PUBLIC SAFETY DISCUSSION**

Acting Chief Brian Collins discussed public safety issues.

6. **COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Commissioner Richard Chervony, Vice Mayor Jorge Gonzalez, and Commissioner Eddie Lim all provided verbal reports.

7. **VILLAGE ATTORNEY'S REPORT**

The Village Attorney provided a verbal report.

8. **VILLAGE MANAGER'S REPORT**

The Village Manager discussed his Staff Report which was included in the agenda package and responded to questions by the Commission.

At the request of the Village Manager to set a Solid Waste Workshop, Vice Mayor Jorge Gonzalez made a motion to hold the workshop on December 3, 2015. Commissioner Richard Chervony seconded the motion, which was adopted by a vote of 4-0. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

## SETH BRAMSON – VILLAGE 70TH ANNIVERSARY BOOK

The matter regarding Seth Bramson's request to write the Village's 70<sup>th</sup> Anniversary Book was deferred to the December Commission Meeting.

### A. Grant Writer's Report

Village Grant Writer Lakeesha Morris, of BellTower Consulting Group, LLC, discussed her report, which was included in the agenda package.

## 9. FINANCE REPORT

Acting Finance Director Sandra Zamacona provided the financial status of the Village as of October 31, 2015.

## 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 10D, 10E, and 10F were removed from the Consent Agenda to be discussed separately.

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE EPA'S CLEAN POWER PLAN RULE AS A WAY OF SIGNIFICANTLY REDUCING GREENHOUSE GAS EMISSIONS THAT THREATEN THE SOUTH FLORIDA REGION THROUGH CLIMATE CHANGE AND SEA LEVEL RISE; AND OPPOSING ANY REQUESTS THAT THE CLEAN POWER PLAN RULE BE STAYED DURING ANY PERIODS OF LEGAL CHALLENGE OR LITIGATION; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, VICE MAYOR JORGE GONZALEZ, AND COMMISSIONER RICHARD CHERVONY)**

B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RULES AND PROCEDURES FOR THE NORTH BAY VILLAGE SCHOLARSHIP PROGRAM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$4,044 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) TO COVER THE COST OF REPAIR EXPENSES AND PURCHASE OF A CUSTOMIZED COVER FOR THE POLICE BOAT; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to approve the Consent Agenda. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Items 10C and 10D were removed and discussed separately from the Consent Agenda.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE LITIGATION STIPULATION AND AGREEMENT OF SETTLEMENT WITH GARY NALEPA, ON BEHALF OF HIMSELF AND THE CLASS; 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; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT OF THE LITIGATION STYLED LIFT STATIONS “R” US CORP. V. CITY OF NORTH BAY VILLAGE, FLORIDA, CASE NO. 2015-007015-CA-01, FILED IN THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE ANY DOCUMENTS REQUIRED TO SETTLE THE LITIGATION; AUTHORIZING THE VILLAGE ATTORNEY TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE COURT TO CONCLUDE THE LITIGATION; APPROVING A BUDGET EXPENDITURE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

Mayor Connie Leon-Kreps withdrew the item from the agenda.

**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 SECTION 111.01 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES PROVIDING FOR SIGNS IN BUSINESS ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES FOR CONSUMPTION ON OR OFF THE PREMISES; PROVIDING FOR CONTENT OF SIGN TO INCLUDE PROHIBITION ON THE SALE TO MINORS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ) – FIRST READING**

The Village Clerk read the Ordinance by title.

Vice Mayor Jorge Gonzalez made a brief presentation on the item.

The Mayor opened the floor to public comments. There being no speakers she closed the floor to public comments.

Vice Mayor Jorge Gonzalez made a motion to approve the ordinance on first reading. Commissioner Richard Chervony seconded the motion, which was adopted by a vote of 4-0. The vote was as follows: Commissioner Richard Chervony, Commissioner Eddie Lim, Mayor Connie Leon-Kreps, and Vice Mayor Jorge Gonzalez all voting Yes.

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED “BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS” AND CHAPTER 152, SECTION 152.055 ENTITLED “FENCES, WALLS, AND HEDGES” TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING IN THE REAR OF VACANT PROPERTIES ON THE 79<sup>TH</sup> STREET CAUSEWAY IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) –FIRST READING**

The Village Clerk read the ordinance by title.

Mayor Connie Leon-Kreps made a motion to approve the ordinance on first reading and Commissioner Richard Chervony seconded the motion.

The Mayor opened the Public Hearing. There being no speakers she closed the floor to Public Hearing.

The motion was adopted by a 4-0 roll call vote. The vote to approve the ordinance on first reading subject to revisions to include language for fencing of all multi-family and commercial properties, pertaining to the proposed ordinance, was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

**C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING REVISIONS TO 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 AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – FIRST READING**

The Village Clerk read the ordinance by title.

Vice Mayor Jorge Gonzalez moved the item to the floor. Commissioner Eddie Lim seconded the motion.

Graham Penn, of Bercow Radell & Fernandez, P.A., 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, made a brief presentation on the item.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

Scott Greenwald, developer of Isle of Dreams, was sworn in by the Village Attorney and addressed the Commission.

The motion carried 3-1 to approve the Developer's Agreement on first to revise the language in the agreement regarding the \$800,000 payments. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Vice Mayor Jorge Gonzalez all voted Yes. Commissioner Richard Chervony voted No.

13. **ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:**

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

The Village Clerk read the ordinance by title.

Village Attorney Robert L. Switkes made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve the Ordinance and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Eddie Lim was absent from the dais.

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Deputy Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report.

Vice Mayor Jorge Gonzalez moved to approve the request with the conditions outlined by the Village Planner as follows:

1. Verification of the 5 foot height restriction at the time of building permit issuance.

The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Commissioner Richard Chervony all voting Yes.

**14. UNFINISHED BUSINESS**

There was no unfinished business.

**15. NEW BUSINESS**

**A. TREASURE ISLAND COMMISSIONER VACANCY**

It was the consensus of the Commission that the “Treasure Island Commissioner” seat vacated by Commissioner Wendy Duvall as of November 18<sup>th</sup> be advertised in a newspaper of general circulation and be posted on the Village’s website. Interested individuals will be scheduled for interviews with each member of the Commission, if they so desire.

**B. APPOINTMENT OF MEMBER TO ARTS, CULTURAL & SPECIAL EVENTS BOARD AND THE COMMUNITY ENHANCEMENT BOARD**

Commissioner Richard Chervony made a motion to appoint Kokoa Woodget to the Arts, Cultural & Special Events Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes. Vice Mayor Jorge Gonzalez was absent from the dais.

Commissioner Richard Chervony made a motion to appoint Kokoa Woodget to the Business Development Advisory Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes. Vice Mayor Jorge Gonzalez was absent from the dais.

Commissioner Richard Chervony made a motion to appoint Kokoa Woodget to the Community Enhancement Board. Commissioner Eddie Lim seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes. Mayor Connie Leon-Kreps voted No.

Commissioner Richard Chervony made a motion to appoint Keir Rocha to the Citizens Budget & Oversight Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Commissioner Richard Chervony made a motion to extend the meeting to 12:15 a.m. Mayor Connie Leon-Kreps seconded the meeting and all voted in favor.

**C. DISCUSSION REGARDING PALM TREES (*MAYOR CONNIE LEON-KREPS*)**

The Village Manager reported that the Palm Trees are scheduled to be installed on Thursday.

**D. SHORT TERM RENTALS**

Commissioner Richard Chervony made a motion authorizing the creation of a Vacation Homes Advisory Committee to be chaired by Mary Kramer and for her to select other residents as members. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**16. APPROVAL OF MINUTES**

No Minutes were approved.

**17. ADJOURNMENT**

The meeting adjourned at 12:08 a.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

This 8th day of December 2015.

*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. Due to technical difficulties, the November 10, 2015 meeting is not recorded.)



## 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

16B

### OFFICIAL MINUTES

#### REGULAR VILLAGE COMMISSION MEETING

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

**OCTOBER 13, 2015 - 7:30 P.M.**

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1. **CALL TO ORDER**

The meeting was called to order by Mayor Connie Leon-Kreps at 7:34 p.m.

**PLEDGE OF ALLEGIANCE**

Resident Sissy Shute led the recitation of the Pledge of Allegiance.

**ROLL CALL**

Present were the following:

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

Commissioner Wendy Duvall was absent.

A moment of silence was observed in honor of the victims of the October 1, 2015 shootings at Umpqua Community College in Oregon.

Also Present:

Frank K. Rollason, Village Manager  
Jenice Rosado, Deputy Village Manager/HR Director  
Brian Collins, Acting Police Chief  
Sandra Zamacona, Acting Finance Director  
Rodney Carrero-Santana, Public Works Director  
Jenorgen Guillen, Deputy Village Clerk

Village Clerk Yvonne P. Hamilton was absent due to attendance at a City Clerk's Conference.

2. A. **PROCLAMATIONS AND AWARDS**

1. **BRENT CAMERON  
WSVN**

Mr. Cameron accepted a plaque from the Village in appreciation for his efforts in educating the public on hurricane awareness, through his attendance and participation at the Village's Annual Hurricane Preparedness Workshop.

2. **BEST BUDDIES PRESENTATION TO THE VILLAGE**

Martha LaGard, Director of State Development and Nicky Childer, Deputy Director of Jobs presented an award to the Village for participation in the Best Buddies Walk and for its support with the intellectual development community.

B. **SPECIAL PRESENTATIONS**

1. **KEEFE, MCKULLOUGH -  
QUARTERLY AUDIT REPORT**

Cyndy Calvert, Partner with Keefe McCullough, discussed the results of the Quarterly Audit Report and announced that preliminary work for the 2015-2016 Village's independent audit will commence on October 13<sup>th</sup>.

2. **VILLAGE LOBBYIST FAUSTO GOMEZ -  
VACATION RENTALS**

Fausto Gomez addressed the Commission on the issue of Short-Term Rentals.

The Mayor opened the floor to public comments.

Mary Kramer, of 7610 Coquina Drive, addressed the Commission.

**3. PELICAN HARBOR LIAISON – NEIL KRASNER**

Neil Krasner, of 1909 Kennedy Causeway, and volunteer at Pelican Harbor Sea Bird Station made a presentation on the services offered by the agency and requested that he be selected as the North Bay Village Liaison.

**4. MICHAEL HYMAN – BAYSHORE, YACHT & TENNIS CLUB**

Michael Hyman, Counsel for Bayshore, Yacht & Tennis Club, discussed the success of the temporary parking solution for the building. He requested that the Village provides decals to the building as they are unable to have spaces for all 170 units.

**5. SETH BRAMSON – VILLAGE 70TH ANNIVERSARY BOOK**

Mr. Bramson made a presentation to the Commission regarding his interest in writing a book on the history of the Village.

**C. ADDITIONS AND DELETIONS**

Item 10B was removed from the Consent Agenda to be discussed separately.

**3. GOOD & WELFARE**

Ann Bakst, of 1865 Kennedy Causeway, Miriam Giraldez, of 7548 Bounty Avenue, Betty Lucatuorto, of 900 Bay Drive, Miami Beach, Ruth Prado, of 6900 Bay Drive, Kevin Vericker, 7520 Hispanola Avenue, and Raul Dominguez, of 7904 West Drive addressed the Commission.

**4. BOARD REPORTS**

**A. COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

**B. PLANNING & ZONING BOARD**

A report was not provided.

**C. YOUTH & EDUCATION SERVICES BOARD**

A report was not provided.

5. **PUBLIC SAFETY DISCUSSION**

Acting Chief Brian Collins reported on public safety issues.

6. **COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, Commissioner Eddie Lim and Commissioner Richard Chervony all provided verbal reports.

7. **VILLAGE ATTORNEY'S REPORT**

Village Attorney Robert L. Switkes gave a verbal report.

8. **VILLAGE MANAGER'S REPORT**

Village Manager Frank K. Rollason discussed his written report, which was included in the agenda package.

Public Works Director Rodney Carrero-Santana provided an update on renovations to the Philip Schonberger Park on Galleon Street.

The Village Manager will meet with Mr. Bramson and provide a proposal at the next Commission Meeting.

**A. Grant Writer's Report**

The Village Grant Writer Lakeesha Morris made a presentation on the status of grants for the Village.

9. **FINANCE REPORT**

The Acting Finance Director Sandra Zamacona presented the financial report for the month ending September 30, 2015.

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

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

Commissioner Richard Chervony made a motion to approve the Consent Agenda Item 10B. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Item 10B was removed from the Consent Agenda and discussed separately.

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

Commissioner Richard Chervony made a motion to approve Item 10B with the correction to reflect a 36-month lease agreement at a cost of \$111.45 plus .00520 per copy per month. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**11. PLANNING & ZONING CONSENT AGENDA**

**NO ITEMS.**

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

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

The Deputy Village Clerk read the ordinance by title.

Mayor Connie Leon-Kreps made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve Item 12A and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion to approve the Ordinance on first reading with revised language to address the following carried 4-0 on a roll call vote:

1. Garbage dumpsters shall not be placed in front of buildings without a public hearing before the Planning & Zoning Board and the Village Commission.
2. Garbage dumpsters that are in compliance with the current ordinances shall not require hearings before the Planning & Zoning Board and Village Commission.
3. An application for a variance can be sought if it is advantageous to place the garbage dumpster in the front of the building.

The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

The Deputy Village Clerk read the ordinance by title.

Commissioner Richard Chervony made an electronic presentation on the item regarding the consequences of the use Styrofoam and plastic on environment.

Vice Mayor Jorge Gonzalez made a motion to approve Item 12B, and Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The vote on the motion to approve the ordinance on first reading was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

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

The Deputy Village Clerk read the Resolution by title.

The Village Manager made a brief presentation on the item regarding an invitation from the Optimist Club for the purchase of two tables with attendance by staff and elected officials.

Mayor Connie Leon-Kreps made a motion to approve Item 12A and Commissioner Richard Chervony seconded the motion with the condition that the funds be taken from the elected officials' accounts.

The Mayor opened the floor to public comments. There being no speakers she closed the floor to public comments.

The motion to approve the Resolution as presented carried 3-1 on a roll call vote. The vote was as follows: Commissioner Eddie Lim, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voted Yes. Commissioner Richard Chervony voted No.

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

The Deputy Village Clerk read the Resolution by title.

Vice Mayor Jorge Gonzalez made a brief presentation on the item.

Vice Mayor Jorge Gonzalez made a motion to approve Item 12D and Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments.

Gudrin Volker, of 7517 Cutlass Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, Commissioner Eddie Lim, Commissioner Richard Chervony all voting Yes.

**13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:**

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

The Village Clerk read the ordinance by title.

Village Attorney Robert L. Switkes made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve the Ordinance and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Eddie Lim was absent from the dais.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE INSTALLATION OF A NEW BOATLIFT AT 7411 BEACH VIEW DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Deputy Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report.

Vice Mayor Jorge Gonzalez moved to approve the request with the conditions outlined by the Village Planner as follows:

1. Verification of the 5 foot height restriction at the time of building permit issuance.

2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Commissioner Richard Chervony seconded the motion.

The Mayor opened the Public Hearing.

Brian Moretti, of Miami Beach Seawall, was present on behalf of the request. He was sworn in by the Village Attorney and clarified that a Building Permit was obtained to replace the seawall at 7411 Beach View Drive.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

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

Deputy Village Clerk Jenorgen Guillen read the request into the record.

Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report, which did not recommend approval because the structure exceeded the 25 foot distance limitation and the applicant failed to provide documentation from DERM, which warrants the additional length to 44 feet.

The Mayor opened the Public Hearing.

Bibi Villavon, of Trident Environmental Consultants, was sworn in by the Village Attorney. She clarified that the seawall was reinforced in 2006, and DERM had approved the original plan submittal.

The Mayor closed the Public Hearing.

Vice Mayor Jorge Gonzalez made a motion to extend the meeting for 30 minutes. Commissioner Richard seconded the motion, and all voted in favor.

Commissioner Richard Chervony made a motion to approve the request as presented. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**14. UNFINISHED BUSINESS**

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

Commissioner Richard Chervony made a motion to appoint Dr. Joshua Furman to the Planning & Zoning Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**B. HARBOR ISLAND DECAL PARKING**

The Village Manager requested direction from the Village Commission on how to proceed with the Harbor Island Parking Decal Program, as the 90-day extension is up.

Commissioner Richard Chervony made a motion to re-instate the Harbor Island Parking Decal Program as it existed in the past; for the Village Attorney to assist in drafting language for Bayshore Yacht & Tennis Club residents to obtain the necessary Parking Decals adding the parking available in Coletta's lot across the street and the parking underneath and outside of Bayshore's Building; and residents who paid for Parking Decals for November and December or who paid in the past to automatically receive a 2016 decal. Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments.

Raul Dominguez, of 7904 West Drive, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes. Vice Mayor Jorge Gonzalez was absent from the dais.

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

Village Manager Frank K. Rollason requested direction from the Commission regarding the outsourcing of sanitation services.

Commissioner Richard Chervony made a motion to extend the meeting for 30 minutes. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

Vice Mayor Jorge Gonzalez moved the item to the floor, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Raul Dominguez, of 7904 West Drive, Kevin Vericker, of 7520 Hispanola Avenue, Gudrin Volker, of 7517 Cutlass Avenue, and Joe Puelo, FOP Union Representative, Mario Garcia, of 7540 Cutlass Avenue, and Jason Neil, of Waste Management Services, addressed the Commission.

The Mayor closed the floor to public comments.

Commissioner Richard Chervony stated for the record that he never received donations from Waste Management Services since he ran for office.

Vice Mayor Jorge Gonzalez made a motion to hold a Solid Waste Workshop on December 3, 2015. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows:

**15. NEW BUSINESS**

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

Commissioner Richard Chervony made a motion to appoint Neil Krasner as the Village's liaison to the Pelican Harbor Seabird Station. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**16. APPROVAL OF MINUTES**

**REGULAR MEETING COMMISSION MEETING – SEPTEMBER 8, 2015  
COMMISSION WORKSHOP – JUNE 30, 2015  
SPECIAL COMMISSION MEETING – APRIL 16, 2015**

Commissioner Richard Chervony made a motion to approve the Minutes as submitted. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**17. ADJOURNMENT**

The meeting adjourned at 1:00 a.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

This 8th day of December 2015.

*Connie Leon-Kreps, Mayor*

STATEMENT FROM THE VICE--MAYOR  
FOR THE RECORD

October 13, 2015

Earlier this year after running a successful campaign for re-election, which included almost unanimous support from our local business, I had the opportunity to interact with several of them in an attempt to understand what I could do to help them grow and become more successful.

Among other ideas which surfaced, such as the Hispanic Business Initiative, for example, I concluded that our local businesses would benefit principally from more networking with other businesses and more exposure in the marketplace. I envisioned forming a business council in which our local business would participate to share ideas and best practices. This, I thought, would help them grow their productivity both in North Bay Village and in surrounding municipalities, such as Miami Beach, Miami Shores, Surf Side, El Portal and others.

As I continued to inform myself on the subject, I spoke to a business development expert from the City of Doral, who suggested that instead of creating a local business council from scratch, a better approach would be to consider joining an existing business organization with the necessary elements already in place from which our local businesses could benefit right away. I agreed and the idea, the first I'm aware of, for NBV to join a Chamber of Commerce was born.

Shortly thereafter I met with the Village Manager to begin considering alternatives. We considered the City of Miami and Miami Beach as potential Chambers to join. However, we soon realized that our smaller local businesses had little in common in terms of size and scope with business located in those municipalities and they would probably be lost in the shuffle.

A few weeks later in a chance encounter with Jordan Leonard, mayor of Bay Harbor Islands, I touched on the subject and he suggested that we look into the Greater Miami Shores Chamber. Miami Shores being a city comparable to ours in footprint and number of residents, he thought would be a good fit for us. Thus, I asked the village manager to follow up and get back to me with the next step.

On April 21 the manager and I took a ride to Miami Shores to meet with David Coviello, Mayor of Biscayne Park and member of the Chamber's board of directors. We met at a local Starbucks and we listened to the mayor explain the inner workings

of the Chamber and the benefits membership would bring to NBV businesses, over a Latte (As I recall, the Village Manager graciously picked up the tab). We concluded the meeting by inviting the Mayor to make a special presentation to the commission at one of our public meetings on behalf of the Chamber and he agreed to arrange it.

What followed were a series of emails between our village manager, myself and mayor Coviello to thank him again for taking time to give us his insights on the GMSCOC and to invite him to our May 12<sup>th</sup> meeting to make the presentation. As it turned out the May meeting was too short notice and it was not until the June public meeting that the Secretary of the Chamber, Mr. Jesse Walters was able to make a presentation to the commission on the subject.

Upon the conclusion of Mr. Walter's presentation we, the Dais, in the ensuing discussion, agreed to apply for membership to the GMSCOC and if/when accepted bring a Resolution back to the Commission for further discussion, resident input and an official vote from the Dais to adopt. We directed the administration to submit the application package along with the required membership fee and they complied. I'm not sure if the minutes of the meeting will reflect all the statements made during the discussion. It's my understanding that ever since we adopted the abridged standard for taking minutes a few years ago to promote efficacy, general comments and actions being deferred are sometimes omitted. But I recall advising the manager that I would be glad to sponsor the resolution at the appropriate time.

On August 6 Mr. Walters sent an email to the mayor, the clerk and myself confirming receipt of the membership application and corresponding fee. He also indicated that the board of directors would meet on the 18<sup>th</sup> of the month to approve all applications and that we should receive formal notification that we are official soon thereafter.

On the 18<sup>th</sup> another series of emails were exchanged between the manager and the deputy clerk from which the manager was trying to ascertain if NBV membership to Chamber had been finally made official. Commissioner Chervony also chimed in with an email of his own asking: "So are we official?" The chain of emails generated by the inquiries, yielded no conclusion to that effect.

Since then neither myself, and I suspect others in the administration and on the commission, heard anything else on the subject of membership until two days ago when we were copied on an email which contained an attached letter of congratulations to the Mayor on her nomination to the Greater Miami Shores Chamber of Commerce Board of Directors.

NO RESOLUTION, NO DISCUSSION FROM THE DAIS, NO PUBLIC INPUT  
UNBEKNOWNST TO MYSELF AND OTHERS WE WERE NOW OFFICIAL.

In fairness, I must say that in all probability the final outcome would have been the same. That is, we would have voted in favor of the Resolution to join and, as is the practice of the GMSCOC, the Mayor would have been the first to be invited to participate in the nomination to the board of directors on her title alone. Having said that, I also believe good public governance goes hand in hand with good communication and sincere cooperation among peers towards a common goal of transparency in our actions.

Nonetheless, I would like to congratulate our Mayor on her nomination to the GMSCOC board of Directors and our administration for making it happen. I believe, this venture will be of great valuable to our local business in the years to come as we continue to grow as a community.

I will conclude my statement by quoting one of our great leaders, President Harry S. Truman:

*“ It’s amazing what you can accomplish if you do not care who gets the credit.”*

Thank you Madam Mayor that concludes my statement and my report.

# **MONTHLY STAT REPORTS**

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b><u>TYPES OF CRIMES</u></b>												
<b><u>FELONIES</u></b>												
<b><u>HOMICIDE</u></b>												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0		
<b><u>ATTEMPT BURGLARY</u></b>												
TREASURE ISLAND	0	1	1	0	0	2	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	1	0	0	0	0	0		
<b><u>BURGLARY STRUCTURE</u></b>												
TREASURE ISLAND	0	0	1	1	0	0	1	2	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	2	1	1	0	0	0	0	0	0		
<b><u>BURGLARY RESIDENCE</u></b>												
TREASURE ISLAND	0	0	0	0	1	1	0	0	1	1		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	2	0	0	0	0	0	0	0	0		
<b><u>BURGLARY VEHICLE</u></b>												
TREASURE ISLAND	1	2	0	0	3	0	0	0	2	1		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	1	0	1	0	2	0	0	1	1	0		
<b><u>ROBBERY ARMED</u></b>												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	0	1	0	0		
<b><u>ROBBERY STRONGARM</u></b>												
TREASURE ISLAND	0	0	0	1	0	1	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	1	0	0	0	0	0	0	0		
<b><u>SEXUAL BATTERY</u></b>												

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015**

TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0		
<b>AGG BATTERY/ASSAULT</b>												
TREASURE ISLAND	1	1	0	0	0	1	0	2	1	0		
N BAY ISLAND	0	0	0	0	0	1	0	0	0	0		
HARBOR ISLAND	0	1	1	1	0	0	0	0	0	0		
<b>FRAUD GENERAL</b>												
TREASURE ISLAND	4	0	0	2	1	0	1	1	1	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	1	0	0	0	1	1	2	0	0		
<b>CC FRAUD</b>												
TREASURE ISLAND	0	0	0	0	1	1	0	0	0	0		
N BAY ISLAND	0	1	0	0	0	0	0	0	0	0		
HARBOR ISLAND	1	0	0	0	0	0	0	0	0	0		
<b>ID THEFT</b>												
TREASURE ISLAND	0	1	4	0	0	1	0	0	1	1		
N BAY ISLAND	0	0	0	0	0	0	0	0	1	0		
HARBOR ISLAND	2	0	0	1	0	0	0	0	0	0		
<b>INTERNET FRAUD</b>												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0		
<b>GRAND THEFT</b>												
TREASURE ISLAND	2	0	2	0	1	2	1	4	1	2		
N BAY ISLAND	1	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	1	2	0	2	0	1	3	1	1	0		
<b>MOTOR VEHICLE THEFT</b>												
TREASURE ISLAND	2	1	2	2	1	0	0	2	0	0		

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015**

N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	2	0	1	0	0	0	0	1	2		
<b>TOTAL FELONIES</b>	<b>16</b>	<b>17</b>	<b>14</b>	<b>12</b>	<b>11</b>	<b>12</b>	<b>7</b>	<b>16</b>	<b>11</b>	<b>7</b>	<b>0</b>	<b>0</b>
<b>MISDEMEANORS</b>												
<b>SIMPLE BATTERY</b>												
TREASURE ISLAND	1	2	1	1	3	0	0	2	1	3		
N BAY ISLAND	0	0	0	0	0	0	1	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	1	1	0	0		
<b>DOMESTIC BATTERY</b>												
TREASURE ISLAND	0	2	0	0	2	0	1	2	1	2		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	2	0	1	0	0	0	0	0	2	1		
<b>ASSAULT</b>												
TREASURE ISLAND	0	0	0	0	0	0	1	0	1	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	1	0	0	0	0		
<b>VERBAL THREATS</b>												
TREASURE ISLAND	1	0	0	0	0	0	0	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0		0	0	1	0	0	0	0	0		
<b>THEFT GENERAL</b>												
TREASURE ISLAND	0	0	0	6	1	0	1	4	3	1		
N BAY ISLAND	0	0	0	0	0	1	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	0	1	0	1		
<b>STOLEN DECAL</b>												
TREASURE ISLAND	0	0	0	0	0	0	1	0	0	1		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	1	0	0	0	0	0	0	0	1	0		
<b>STOLEN TAG</b>												
TREASURE ISLAND	0	0	0	2	1	0	1	0	0	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015**

HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0		
<b>DUI</b>												
TREASURE ISLAND	0	0	1	0	0	0	0	0	1	0		
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0		
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0		
<b>TOTAL MISDEMEANORS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>9</b>	<b>8</b>	<b>2</b>	<b>7</b>	<b>10</b>	<b>10</b>	<b>9</b>	<b>0</b>	<b>0</b>
<b>ARRESTS</b>												
<b>ARREST TYPES</b>												
FELONY	2	7	6	3	2	3	1	1	3	3		
MISDEMEANOR	4	1	6	2	6	0	5	6	4	4		
BENCH WARRANT	0	1	0	1	0	0	2	1	1	2		
CRIMINAL CITATIONS	4	11	10	4	4	6	1	1	5	47		
<b>TOTAL ARRESTS</b>	<b>10</b>	<b>20</b>	<b>22</b>	<b>10</b>	<b>12</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>13</b>	<b>56</b>	<b>0</b>	<b>0</b>
<b>INVESTIGATIONS</b>												
CARRY OVER PRIOR	47	63	63	58	36	42	21	12	31	26		
NEW INVESTIGATIONS	22	20	22	16	14	11	8	21	14	18		
CASES CLEARED	3	5	10	7	6	12	6	2	6	9		
CLEARANCE RATE	4.00%	6.00%	15.00%	9.00%	12.00%	22.60%	20.00%	9.00%	13.00%	20.00%		
BACKGROUND INVEST.	5	4	1	3	3	3	3	0	0	2		

TRAFFIC	142	108	122	63	113	96	97	141	162	147		
PARKING	123	127	135	222	148	80	69	124	158	118		
CRIMINAL CITATIONS	4	11	10	4	4	6	1	1	5	47		
<b>TOTAL CITATIONS WRITTEN</b>	<b>269</b>	<b>246</b>	<b>267</b>	<b>289</b>	<b>265</b>	<b>182</b>	<b>167</b>	<b>266</b>	<b>325</b>	<b>312</b>	<b>0</b>	<b>0</b>
<b>CAUSEWAY CITATIONS</b>	<b>101</b>	<b>85</b>	<b>103</b>	<b>58</b>	<b>111</b>	<b>89</b>	<b>80</b>	<b>119</b>	<b>129</b>	<b>187</b>		

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>TOTAL CALLS FOR SERVICE</b>	2,547	2166	2595	2863	2817	2203	2029	1774	1993	2483		
<b><u>HOW RECEIVED</u></b>												
911 RADIO	29	25	25	13	16	12	20	24	25	17		
MUNICIPAL RADIO	27	23	25	35	28	23	29	34	12	21		
WALK IN	14	13	16	17	15	16	14	18	15	11		
TELEPHONE	189	202	237	245	225	219	241	262	224	261		
OFFICER INITIATED	2,263	1884	2248	2496	2508	1889	1692	1402	1659	2138		
<b><u>REPORT TYPES</u></b>												
MISC INCIDENT	34	29	49	25	32	33	36	25	39	49		
OFFENSE INCIDENT	32	26	36	30	22	26	20	27	20	19		
CRASH REPORT	3	12	14	8	13	10	8	8	4	12		
HIT AND RUN	2	1	0	5	4	0	2	2	3	3		
FIELD INTERVIEW	2	4	4	2	1	1	1	0	2	1		
CODE WARNINGS	10	10	1	2	9	1	1	7	4	14		
CODE VIOLATIONS	1	2	1	0	0	1	0	1	1	1		
<b><u>AVERAGE RESPONSE TIME</u></b>												
TOTAL TIME (MIN)	3,862	3127	5275	3411	3606	4837	14,058	4313	6105	2051		
TOTAL AVERAGE (MIN)	2.50	2.29	3.23	1.97	2.27	3.89	11.93	5.35	6.28	1.37		
PRIORITY CALLS	3.05	4.55	2.77	5.19	2.96	7.41	4.56	3.03	3.55	1.24		
ROUTINE CALLS	6.42	5.62	9.22	4.78	4.01	6.44	53.90	9.28	24.43	3.67		
BUSY TIME	2,750	1809	2785	1664	2024	3130	1428	1814	973	1091		
COURT/DEPO	233	229	261	314	469	219	134	76	190	109		
UNCOMMITTED TIME (MIN)11	879	1089	2229	1433	1113	1488	12,496	2423	4942	851		

**NORTH BAY VILLAGE POLICE DEPARTMENT  
CODE ENFORCEMENT UNIT  
MONTHLY TOTALS FOR NOVEMBER 2015**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED	1	1	1	3
LANDSCAPING NOT MAINTAINED	1	1	3	5
EXCESSIVE YARD WASTE/TRASH PILES OUT	2		1	3
SIGN IN DISREPAIR/ILLEGAL SIGN	4	1	5	10
DUMPING/LITTER		3	2	5
TRASH/RECYCLE CANS VIOLATION		3	1	4
TRASH/RUBBISH/DEBRIS	1	4	4	9
FENCE IN DISREPAIR			1	1
BUILDING MAINTENANCE VIOLATION	1	2	6	9
DUMPSTER VIOLATION		7	4	11
HEALTH HAZARD		2		2
CONSTRUCTION SITE VIOLATION		1	2	3
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY			1	1
PERMIT VIOLATIONS/ILLEGAL WORK/POSTING/FRAUD	2	4	6	12
NOISE	2		3	5
ILLEGAL FISHING		3		3
ASSIST STRANDED MOTORIST	1			1
ILLEGAL AUTO REPAIR/JUNK VEHICLE			4	4
ILLEGAL PARKING		1	2	3
DRIVEWAY/PARKING LOT NOT MAINTAINED		1	2	3
OTHER	1		1	2
<b>TOTAL INCIDENTS</b>	<b>16</b>	<b>34</b>	<b>49</b>	<b>99</b>
Phone Calls	12	37	22	71
Meetings /with property owner/contractor	8	30	11	49
Initial Inspections	8	27	19	54
Reinspections	26	62	55	143
Complaints Received	5	11	7	23
Case Closed	3	6	5	14
Lien Search		13	8	21
Verbal Warnings Issued	1	8	12	21
Written Warnings Issued	7	16	23	46
Citation issued/Fines charged	1	8	7	16
Zoning/Permit/Plan Review	1	1	3	5
Business Tax Receipt/License Review			1	1
Red Tag or Notice Posting	3	5	6	14

# **NORTH BAY VILLAGE POLICE DEPARTMENT**

**VILLAGE WIDE CITATION COUNT INFORMATION FOR OCTOBER  
2015**

**Moving Citations- 47**

**Parking Citations- 118**

**Criminal Citations- 147**

**Total Citation count for OCTOBER 2015- 312**

# **NORTH BAY VILLAGE POLICE DEPARTMENT**

## **CAUSEWAY CITATION COUNT INFORMATION FOR OCTOBER 2015**

**Total citation count for Kennedy Causeway- 187**

### **By citation type**

**Running Red Light/ 316.075(1)C(1)/ 1 citations**

**Fail to slow for Emergency Vehicle/ 316.126(1)(b)/3 citations**

**Speeding Municipal Posted/ 316.189(1)/ 42 citations**

**Reckless Driving/ 316.192(1)/ 1 citation**

**Careless Driving/ 316.1925(1)/ 6 citations**

**DWLS W/O Knowledge/ 322.34(1)/ 4 citations**

**DWLS CANX REVOKED 1<sup>st</sup> CONVICTION/ 322.34(2)(a)/ 25 citation**