



North Bay Village

Administrative Offices

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

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

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

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

TUESDAY, DECEMBER 10, 2013

7:30 P.M.

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

B. SPECIAL PRESENTATIONS

- 1. DR. SHERRY KRUBITCH
PRINCIPAL, TREASURE ISLAND ELEMENTARY SCHOOL**

C. ADDITIONS AND DELETIONS

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

No Items.

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPOINTING ROBERT L. SWITKES AS INTERIM VILLAGE ATTORNEY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

1.) **Commission Action**

The proposed Resolution will allow Robert Switkes to serve as the Village Attorney on an interim basis until permanent counsel is retained.

B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR PUBLIC PARTICIPATION IN BOARD AND COMMITTEE MEETINGS; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY DEPUTY VILLAGE ATTORNEY KATHY MEHAFFEY)**

The proposed Resolution will ensure that the public is provided with the opportunity to be heard at all Board and Committee meetings in accordance with State law.

1.) Commission Action

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY DEPUTY VILLAGE ATTORNEY KATHY MEHAFFEY)**

The proposed Resolution will move "Good and Welfare" to the beginning of the Commission Meeting to ensure that the public is heard prior to any decision by the Commission in accordance with State law.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING PAYMENT TO C&L GRAPHICS FOR MANUFACTURING A VILLAGE WELCOME SIGN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize payment to C&L Graphics for constructing a "Welcome Sign" for the Village that was intended to be placed on the east side.

1.) Commission Action

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND RATIFYING THE ENGAGEMENT OF ENVIROWASTE SERVICES GROUP, INC. TO PROVIDE SMOKE TESTING OF THE SANITARY SEWER SYSTEM AS REQUIRED BY CONSENT AGREEMENT BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY; WAIVING PURCHASING REQUIREMENTS PURSUANT TO SECTION 36.25(I) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, "EMERGENCY PROCUREMENT"; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE WORK ORDER; RATIFYING THE VILLAGE MANAGER'S EXECUTION OF THE WORK ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow Envirowaste to perform a complete flow monitoring analysis of the Village's Sanitary Sewer System to identify areas of inflow and infiltration.

1.) Commission Action

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE DESIGN BUILD AGREEMENT BETWEEN THE VILLAGE AND METRO EQUIPMENT SERVICE, INC. FOR PLACING THE 12" SEWER FORCE MAIN OUT OF SERVICE AND EXTENDING THE CONTRACT TIME; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CHANGE ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will provide additional funding to complete the project to place the 12" sewer force main out of service.

1.) Commission Action

- G. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE UPDATE THE PARKING REGULATIONS AND TO MODIFY REQUIREMENTS PERTAINING TO RESIDENTIAL PERMIT PARKING AREAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – FIRST READING**

The proposed Ordinance revises the Village's parking regulations to update the residential parking permit program to address on-street parking needs of the residents.

1.) Commission Action

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH DOCK AND MARINE CONSTRUCTION, INC. TO REPAIR THE SEAWALL AT DR. PAUL VOGEL PARK AT 7920 WEST DRIVE; WAIVING PURCHASING REQUIREMENTS PURSUANT TO SECTION 36.25(I) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, "EMERGENCY PROCUREMENT"; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the Village to engage the services of Dock & Marine Construction, Inc. to repair the deteriorated seawall at Dr. Paul Vogel Park.

1.) Commission Action

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:

- A. 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. (SECOND READING)**

The proposed Ordinance will allow for approval of a development agreement for the Isle of Dreams property at 1415 79th Street Causeway in accordance with the Village's regulations.

1.) Commission Action

14. UNFINISHED BUSINESS (DEFERRED FROM NOVEMBER 12, 2013 COMMISSION MEETING)

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

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

1.) Commission Action

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

The proposed Resolution will allow the generator to encroach the side-yard setback.

1.) Commission Action

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

The proposed Resolution urges the United States Congress to take immediate action to delay or repeal those portions of the Biggert Waters Flood Insurance Reform Act of 2012 that imposes a punitive and unjust financial burden on coastal real property owners as a result of the Flood Insurance Reform Act of 2012 and FEMA's revised Base Flood Elevation Map.

1.) Commission Action

15. NEW BUSINESS

A. CODE ENFORCEMENT LIEN – 7401 BEACH VIEW DRIVE

1.) Commission Action

B. NORTH BAY VILLAGE CAUSEWAY COMMITTEE

1.) Commission Action

16. APPROVAL OF MINUTES

A. REGULAR COMMISSION MEETING – NOVEMBER 12, 2013

B. SPECIAL COMMISSION MEETING – OCTOBER 3, 2013

C. REGULAR COMMISSION MEETING – SEPTEMBER 25 2013

D. BUDGET WORKSHOP – JULY 18, 2013

1.) Commission Action

17. ADJOURNMENT

NORTH BAY VILLAGE
MONTHLY REPORTS 2013-14
ADMINISTRATION

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
TOTAL TRANSACTIONS (CKS/CREDIT CARDS)	710	548											1258
VISITORS	101	59											160
PASSPORT ISSUED	22	18											40
NOTARY SERVICES	14	14											28
TAX RECEIPTS (OCCUP LICENSES)	\$6,736.88	\$768.05											\$7,504.93
LIEN SEARCH/REQUESTS FOR INFORMATION:	67	44											111
POST OFFICE	*	*											0
													0
ATS (AMERICAN TRAFFIC SOLUTIONS PRIOR TO 7/1/10) HEARINGS IN NBV	14	7											21
LAF (NBV-AFTER 7/1/10) HEARINGS IN MDC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0

* INFO NOT AVAILABLE

NORTH BAY VILLAGE
MONTHLY REPORTS 2013-14
BUILDING DEPT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
PERMITS/UPFRONT FEES	\$23,393.86	\$356,785.46											\$380,179.32
VISITORS	198	124											322
PERMIT APPLICATIONS/ REVISIONS	76	41											\$117.00
HOLD HARMLESS/ EXTENSIONS/ CERT OF COMPLETION/OCCUPANCY/ CHANGE OF CONTRACTORS/ REINSPECTIONS/NOTARY/ *CONTRACTORS REGIS	\$0.00	\$360.00											\$360.00
													0
BLDG INSPECTIONS/REVIEW	142	69											211
ELEC INSPECTIONS	19	25											44
MECH INSPECTIONS	19	13											32
PLUMBING INSPECTIONS	34	32											66
STRUCTURAL REVIEWS	25	22											47

* INFO NOT AVAILABLE

**North Bay Village Police Department
Code Enforcement Unit
Monthly Report for November 2013**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	OTHER LOCATION	TOTAL
LANDSCAPING NOT MAINTAINED		1	4		5
SIDEWALK/ROADWAY OBSTRUCTED			2		2
ROAD DEBRIS REMOVED	1				1
SOLICITING			2		2
NO HOT WATER			1		1
A/C HEAT NOT WORKING			1		1
FENCE IN DISREPAIR			1		1
IMPROPER OR NO VEHICLE MARKINGS	2		1		3
ILLEGAL SIGN	5	5			10
GRAFFITI			1		1
ILLEGAL DUMPING		1	1		2
TRASH, RUBBISH, DEBRIS	1		4		5
OUTSIDE STORAGE			1		1
ABANDONED SHOPPING CART			1		1
FECES			1		1
THEFT OF WATER		1			1
VESSEL DOCKED AT VACANT LOT	2				2
TOTAL INCIDENTS	12	14	23		49
Business Tax Receipt application review		2	4		6
Plan Review		1	2		3
Phone Calls	6	18	23		47
Meetings	6	10	6		24
Initial Inspections	5	10	12		27
Reinspections	7	5	17		29
Complaints Received		12	7		19
Case Closed	3	2	3		8
Lien Search	3	20	24		47
Verbal Warnings Issued	6	4	8		18
Written Warnings Issued			2		2
Citations Issued			5		5

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2013

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<u>TYPES OF CRIMES</u>												
<u>FELONIES</u>												
<u>HOMICIDE</u>												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
<u>ATTEMPT BURGLARY</u>												
TREASURE ISLAND	0	0	0	0	1	1	0	0	1	1	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	1	0	0	0	0	0	0
<u>BURGLARY STRUCTURE</u>												
TREASURE ISLAND	1	0	0	0	0	0	0	1	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
<u>BURGLARY RESIDENCE</u>												
TREASURE ISLAND	2	0	0	1	0	0	1	0	0	0	0	1
N BAY ISLAND	0	0	0	0	0	0	0	2	0	0	0	0
HARBOR ISLAND	0	1	1	1	1	1	0	0	1	2	0	0
<u>BURGLARY VEHICLE</u>												
TREASURE ISLAND	1	2	0	0	4	1	0	5	2	1	1	1
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	1	0	0	0	1	0	0	1	1	0	1	1
<u>ROBBERY ARMED</u>												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2013

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ROBBERY-STRONGARM												
TREASURE ISLAND	0	0	0	0	1	0	0	0	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
SEXUAL BATTERY												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	1	0	0	0	0	0	0	0
AGG BATTERY/ASSAULT												
TREASURE ISLAND	1	1	0	0	0	0	0	1	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	1	0	0	0	0	0	0	0
FRAUD-GENERAL												
TREASURE ISLAND	1	2	0	1	0	0	0	0	0	1	1	1
N BAY ISLAND	0	0	0	1	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	1	0	0	0	0	1
CC FRAUD												
TREASURE ISLAND	1	1	0	1	0	0	0	0	1	0	1	1
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	1	0	0	0	1	0	0	0	0	0	0
ID THEFT												
TREASURE ISLAND	1	1	1	2	0	1	2	0	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	2	3	1	0	0	0	1	0	1	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2013

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
INTERNET FRAUD												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	0	1	0	0	0	0
GRAND THEFT												
TREASURE ISLAND	1	1	4	1	0	2	3	3	0	2	1	1
N BAY ISLAND	0	0	0	0	0	0	0	0	2	0	0	0
HARBOR ISLAND	0	0	2	0	1	0	2	0	1	2	1	1
MOTOR VEHICLE THEFT												
TREASURE ISLAND	3	0	1	1	1	0	2	1	1	0	1	1
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	2	1	0	0	1	0	1	0	1	0	0
TOTAL FELONIES	13	14	15	9	11	11	9	17	10	11	9	0
MISDEMEANORS												
SIMPLE BATTERY												
TREASURE ISLAND	4	2	1	0	0	1	0	0	0	1	2	2
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	1	1
HARBOR ISLAND	0	0	1	0	0	0	1	0	1	0	0	0
DOMESTIC BATTERY												
TREASURE ISLAND	1	0	0	0	1	0	0	0	0	0	1	1
N BAY ISLAND	1	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	1	0	2	1	0	1	0	1	0	0
ASSAULT												
TREASURE ISLAND	0	0	0	0	0	0	0	0	0	0	1	1
N BAY ISLAND	0	0	0	0	0	0	0	0	0	0	0	0
HARBOR ISLAND	0	0	0	0	0	0	0	0	1	0	1	1

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2013

ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ARREST TYPES												
FELONY	1	4	4	4	2	3	2	6	1	1	1	1
MISDEMEANOR	7	7	4	8	5	2	0	3	3	5	8	8
BENCH WARRANT	0	1	0	0	1	1	1	0	0	1	0	0
CRIMINAL CITATIONS	16	4	5	6	2	12	6	0	7	8	8	8
TOTAL ARRESTS	24	16	13	16	11	17	9	9	11	15	17	0
INVESTIGATIONS												
CARRY OVER PRIOR	71	54	54	58	35	28	33	33	24	26	23	23
NEW INVESTIGATIONS	16	19	21	8	15	13	12	19	14	16	15	15
CASES CLEARED	9	13	9	7	13	7	9	12	9	8	7	7
CLEARANCE RATE	10.30	17.80%	12%	10.60%	26%	14.6	21%	23%	23.6	19%	18.00%	18.00%
BACKGROUND INVEST.		1						2	1		2	2



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MINUTES

NORTH BAY VILLAGE CITIZENS BUDGET & OVERSIGHT BOARD MEETING

**CAUSEWAY TOWER/3RD FLOOR
1666 KENNEDY CAUSEWAY**

NOVEMBER 19, 2013 - 6:00 P.M.

1. CALL TO ORDER

Village Clerk Yvonne P. Hamilton called the meeting to order at 6:10 p.m.

Present were:

Robert Breiner, Myra Perez Damera, Maria Haviland, and Temante Leary. Oliver Pfeffer was absent.

Village Manager Frank K. Rollason briefed the members on the Government in the Sunshine regulations, and the Village Clerk explained the Village Ordinance for mandatory ethics training by each member during their term. The Board members were made aware that an Ethics Workshop will be held in the near future.

2. NEW BUSINESS

A. ELECTION OF OFFICERS

Myra Perez Damera made a motion to elect Robert Breiner as Chair of the Citizens Budget & Oversight Board. Temante Leary seconded the Motion. There were no further nominations. The Motion carried 4-0 on a roll call vote. The vote was as follows: Robert Breiner, Maria Haviland, Temante Leary, and Myra Perez Damera all voting Yes.

Maria Haviland made a motion to elect Temante Leary as Vice Chair of the Citizens Budget & Oversight Board. Robert Breiner seconded the Motion. There were no further nominations. The Motion carried 4-0 on a roll call vote. The vote was as follows: Myra Perez Damera, Temante Leary, and Robert Breiner all voting Yes.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

B. SCHEDULE OF REGULAR MEETINGS

It was the consensus of the Board to hold the next meeting on January 28, 2013 from 6:00 p.m. to 7:00 p.m.

3. GENERAL DISCUSSION

Discussion followed on the responsibilities of the Board, Village independent audit, transparency, Village's fiscal status, financial software, records management, and the Village's infrastructure.

4. ADJOURNMENT

The meeting adjourned at 7:04 p.m.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Approved by Citizens Budget & Oversight Board

this _____ day of _____.

Robert Breiner, Chair

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



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OFFICIAL MINUTES

REGULAR COMMUNITY ENHANCEMENT BOARD MEETING

1666 KENNEDY CAUSEWAY, #300

NORTH BAY VILLAGE, FL 33141

NOVEMBER 21, 2013

6:00 P.M.

1. CALL TO ORDER

Village Clerk Yvonne P. Hamilton called the meeting to order at 6:15 p.m.

ROLL CALL

Present were the following: Doris Acosta, Diana Quintera, Andreana Jackson, and Benjia Morgenstern.

Board Member Odalys Becera was absent.

Also Present were: Village Manager Frank K. Rollason and Deputy Village Manager/HR Director Jenice Rosado.

The Village Manager and the Village Clerk briefed the members on the Government in the Sunshine Laws, on the mandatory requirement for Board Member to attend an Ethics Training session during their term, and the Village's intent to hold an Ethics Workshop in the near future.

1. NEW BUSINESS

A. ELECTION OF OFFICERS

Benjia Morgenstern made a motion to elect Andreana Jackson as Chair of the Board. Diana Quintera seconded the motion. Ms. Jackson accepted the nomination. There were no further nominations. The motion carried 4-0 on a roll call vote.

Benjia Morgenstern made a motion to elect Diana Quintera as the Vice Chair of the Board. Doris Acosta seconded the motion. Ms. Quintera accepted the nomination. There were no further nominations. The motion carried 4-0 on a roll call vote.

B. SCHEDULE OF REGULAR MEETINGS

It was the consensus of the Board Members to hold the next Regular Meeting on January 9, 2014 at 6:00 p.m.

3. GENERAL DISCUSSION

Discussion ensued regarding the Village landscaping and irrigation, budget for landscaping, overflowing garbage containers, shopping carts from President Supermarket throughout the Village, and chain link fence on South Treasure Drive with dead landscaping. It was the consensus of the Board Members to hold a Workshop on Saturday, December 7, 2013 at 10:00 a.m. to look at the Village landscaping.

Doris Acosta made a motion to propose to the Commission that the Community Enhancement Board conduct some type of outreach to recruit members for the Arts, Cultural & Special Events Board. Benjia Morgenstern seconded the motion, which carried 4-0 on a roll call vote.

The Board also discussed signage for the east entrance to the Village. It was noted that the matter would be on the December 10, 2013 agenda of the Village Commission Meeting.

4. ADJOURNMENT

The meeting adjourned at 7:43 p.m.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Approved by Community Enhancement Board

this _____ day of _____.

Andreana Jackson, Chair

VILLAGE MANAGER'S REPORT

TO

The Mayor and Members of the Village Commission

December 10, 2013

1. **Labor Negotiations update:** LIUNA update and FOP update.
2. **Citizens Survey Update:** Preparation on-going at Barry University.
3. **Force Main through Miami Beach update:** The original proposal of \$159,355 has Change Order increase of \$15,988 for a total of 175,343 – on Dec 10th Agenda.
4. **Web Site update:** Staff is finalizing proposal. Final draft of Home Page should be in by Dec 5th. Goal is to have finished product by end of year.
5. **Sanitary Flow Test update:** Smoke testing for infiltration leaks to take place between Dec 2nd and Dec 20th. Then, CCTV exploration where smoke test results show severe damage. Then, develop Sanitary Sewer Repair Plan and submit to DERM.
6. **New City Hall Project update:** Manager met with Bermillo Ajamil Architects (B&A) on October 24th to review preliminary work they performed in 2007. B&A to perform pro-bono work to give options for moving forward. Miami-Dade Fire has provided their minimum requirements for a two bay fire station which will be included for further architectural review.
7. **Feral Cats:** Meeting scheduled with Director of County Animal Services for Dec 16th.
8. **Crossing Guard RFP:** Went out on November 25th – proposals due by 2:00pm on Dec 13th.

7(1)

RESOLUTION NO. _____

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING ROBERT L. SWITKES & ASSOCIATES, P.A., AS INTERIM VILLAGE ATTORNEY AND PROVIDING AN EFFECTIVE DATE.
(INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON.)**

WHEREAS, the Village wishes to appoint Robert L. Switkes & Associates, P.A., effective immediately; and

WHEREAS, the Robert L. Switkes & Associates, P.A., wishes to accept the appointment and has so stated in the electronic mail message attached hereto as Exhibit A.

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

- Section 1:** **Recitals.** The foregoing recitals are hereby confirmed and ratified as being true and the same are made an express part of this Resolution.
- Section 2:** **Appointment.** Robert L. Switkes & Associates, P.A., is hereby appointed Interim Village Attorney until such time as a permanent Village Attorney is appointed.
- Section 3.** **Duties.** Robert L. Switkes & Associates, P.A., shall provide all municipal legal services as set forth in the attached Exhibit A; as provided in the Charter and Code, including attendance at Commission meetings and other meetings as needed; and including all customary services of the Village Attorney, excepting legal services relating to labor relations, employment and personnel issues, labor grievances and arbitrations, or labor and employment litigation, which services will be provided by other outside labor and employment counsel. The municipal legal services will be provided primarily by Robert L. Switkes, Esquire.
- Section 4.** **Terms.** The Village shall pay to Robert L. Switkes & Associates, P.A., the amount of \$5,000.00 for services rendered during its term as Interim Village Attorney, which will include any and all business conducted on the Village's behalf and transition of files and information from the outgoing Village Attorney. Should a need arise for legal services from Robert L. Switkes & Associates, P.A., for extraordinary or emergency matters, additional remuneration may be discussed between the Village and Robert L. Switkes & Associates, P.A..
- Section 5.** **Authorization of Funds Expenditure.** The Village Manager is authorized to expend budgeted funds to carry out the aim of this Resolution.

12A(1)

Section 6. 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 ADOPTION:

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

PASSED AND ADOPTED this ___ day of December, 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Bryant Miller Olive, P.A.
Village Labor and Employment Counsel

12A(2)²



North Bay Village

Administrative Offices

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

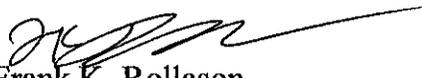
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: November 26, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPOINTING ROBERT L. SWITKES & ASSOCIATES, P.A., AS INTERIM VILLAGE ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

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

FKR:yph

12A(3)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

David Miller

From: Frank Rollason [FRollason@nbvillage.com]
Sent: Monday, November 25, 2013 1:49 PM
To: David Miller; Jim Crosland
Subject: CNBV



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

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

From: Robert Switkes [mailto:RSwitkes@switkeslaw.com]
Sent: Wednesday, November 20, 2013 11:39 AM
To: Frank Rollason
Subject: CNBV

Dear Mr. Rollason,

I would first like to thank you for coming to my office to discuss the position of interim city attorney for the city of North Bay Village. In order to facilitate an orderly transition from the current city attorney and acquaint myself with the matters pending before the city, I would be willing to accept a fee of \$5000. during the transition. The fee will include any and all business conducted on the city's behalf until such time as a city attorney is appointed by the commission. I will be available for consultation with members of the mayor, commission, the city manager, the city attorney and all staff during the transition period. Should any extraordinary or emergency matters occur that require immediate action we can discuss them on a case-by-case basis. If you have any further questions, please feel free to contact the undersigned.

Very truly yours,

Robert L. Switkes, Esq.
ROBERT L. SWITKES & ASSOCIATES, P.A.
407 Lincoln Road, Penthouse S.E.
Miami Beach, FL 33139
(P) (305) 534-4757
(F) (305) 538-5504
www.switkeslaw.com | rswitkes@switkeslaw.com

NOTICE: This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone (305-534-4757) or by electronic mail (rswitkes@switkeslaw.com), and delete this message and all copies and backups thereof. Thank you.

ROSEN & SWITKES P.L.

Attorneys at Law



407 Lincoln Road
Penthouse Southeast
Miami Beach, Florida 33139
Tel: (305) 534-4757
Fax: (305) 538-5504
www.rosenandswitkes.com

Contact Person: Robert L. Switkes, Esq.

**CITY OF NORTH BAY VILLAGE
REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES
RFQ No. NBV 2012-02**

Hand Delivered on July 6, 2012 to:
City of North Bay Village, City Hall
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141
Attn.: CITY CLERK'S OFFICE

12A(5)

Section A
TITLE PAGE

1) Subject:

City of North Bay Village
Request for Qualifications For Legal Services
RFQ No. NBV 2012-02

2) Name of Attorney/Firm, address, telephone number, e-mail address:

Rosen & Switkes P.L.
407 Lincoln Road
Penthouse Southeast
Miami Beach, Florida 33139
Tel: (305) 534-4757
Fax: (305) 538-5504
Email: Rswitkes@rosenandswitkes.com

3) Contact Person:

Robert L. Switkes, Esq.

4) Submittal Date:

July 6, 2012 (hand delivered)

Section B
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Section C
LETTER OF INTEREST

ROSEN & SWITKES P.L.

Attorneys at Law

ROBERT L. SWITKES
CANDACE CRONAN
RYAN PRICE

HAROLD ROSEN, OF COUNSEL

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

ROBERT L. SWITKES
RSwitkes@rosenandswitkes.com

July 6, 2012

VIA HAND DELIVERY

City of North Bay Village
Attn.: City Clerk's Office
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Re: RFQ – NBV 2012-01 – Legal Services

To whom this may concern:

Please allow this correspondence to serve as Rosen & Switkes P.L.'s ("The Firm") Letter of Interest in response to Request for Qualifications – NBV 2012-02 for Legal Services. Rosen & Switkes P.L. is a qualified and experienced law firm with the ability and desire to perform the requisite legal services for the City of North Bay Village under the realm of General Counsel, Labor Relations and Planning/Zoning Land Use.

The Firm was originally founded by Harold Rosen, a former Mayor of Miami Beach and World War II veteran. In 1982, Robert Switkes joined Mr. Rosen, and the Rosen & Switkes partnership was formed creating a more diverse litigation practice.

As described in more detail herein, Rosen & Switkes is fully qualified to provide the services identified in the City of North Bay Village's Request for Qualifications, NBV-2012-02. As a prior City Attorney for the City of North Bay Village, the Firm is fully aware and capable of attending all requisite City Commission and/or any other required meetings. As demonstrated during its tenure as City Attorney for the City of North Bay Village, The Firm created and revised numerous ordinances, including, but not limited to utilities, water rates, pool requirements and participated in drafting countless resolutions. Furthermore, The Firm participated in numerous contract negotiations, including banking agreements for the City and employment agreements, amongst numerous other contracts. Similarly, during its term as City Attorney for the City of North Bay Village, on a myriad of occasions The Firm rendered legal opinions and provided memoranda regarding various areas of concern.

As discussed more fully herein, The Firm is highly interested in providing legal services to the City in all three areas – General Counsel, Labor/Employment Law, and

Planning/Zoning Land Use.

1. General Counsel

Rosen & Switkes is fully prepared to render legal services as general counsel to the City, providing legal support on a day-to-day basis and litigation support whenever needed. The Firm is comprised of experienced litigation attorneys who have the ability to handle litigation matters from their inception through an appeal process. As detailed in the attached resumes, for over 50 years The Firm has litigated a vast array of legal matters, not only in Florida courts, but in courts throughout the country.

2. Labor/Employment

The Firm also has an extensive labor/employment practice, and has significant experience resolving employment related disputes. Rosen & Switkes P.L. would provide legal services on day-to-day labor/employment disputes. However, in order to preserve its position of trust and effectiveness in the City, The Firm would not venture to provide comprehensive labor services to the City, but would rather defer to labor counsel on specific labor intensive matters, including union labor contracts and significant disciplinary actions within the police department.

3. Planning/Zoning Land Use

Similarly, The Firm has vast experience in handling Planning/Zoning Land Use matters. The Firm has represented developers, individuals and other interested persons on matters relating to zoning approvals, amendments of local government comprehensive plans, developments of regional impact (DRIs), due diligence reviews, impact fees, concurrency, responding to Requests for Proposals and Requests for Qualifications from local governmental agencies, as well as all local administrative and quasi judicial proceedings on all matters associated with land/property. Rosen & Switkes has always been at the forefront of land development. It has always been the practice of The Firm to work hand-in-hand with all governmental and regulatory agencies.

For the reasons set forth herein, and in its response to the RFQ, Rosen & Switkes respectfully requests it be awarded a contract to provide legal services in the area of General Counsel, Labor Relations and Planning/Zoning Land Use attorneys for the City of North Bay Village. Should you have any questions, concerns or require additional information, please do not hesitate to contact our office. Robert L. Switkes, Esq. will be authorized to make representations for the firm as managing partner, and can be reached by telephone at 305-534-4757 or e-mail at Rswitkes@rosenandswitkes.com.

Respectfully submitted,

Robert L. Switkes, for the Firm

Section D

QUALIFICATIONS AND EXPERIENCE

The Firm's Qualifications and Experience are stated within the following subsections.

1. FIRM'S UNDERSTANDING AND APPROACH

Rosen & Switkes P.L. is a full service law firm equipped with twenty-first century technology and experienced trial attorneys to achieve legal solutions in a prompt and cost-effective manner. We strive to form long-term relationships with our clients, and utilize aggressive litigation and negotiation skills to achieve bottom line results.

The Firm was originally founded by Harold Rosen, a former Mayor of Miami Beach and World War II veteran, who has been practicing law since 1952. Evolving the Firm into a more diverse litigation practice, Robert Switkes joined Mr. Rosen in 1982, and the Rosen & Switkes partnership was formed.

From the inception, the Firm has prided itself in providing effective legal services in the areas of civil litigation (federal & state) labor relations and planning/zoning/land use. Over the thirty years of the firm's existence client's have provided a vast array of legal dilemmas, allowing for the growth and refinement of the firm.

As land use attorneys (including planning and zoning matters) the firm has provided clients with assistance in developing business plans, obtaining city approvals, including variances, waivers and conditional use approvals. The Firm's attorneys are well versed not only in appearing before local boards, committees, and commissions, but also in moving before the Board of Rules and Appeals, the Fire Prevention Board, the Florida Building Commission as well as Florida's Accessibility Advisory Council, amongst others. The Firm's experience provides a competitive edge to all of our clients.



Rosen & Switkes P.L. is conveniently located at the corner of Lincoln Road and Washington Avenue in Miami Beach. Our office is approximately 7.4 miles from the City of North Bay Village's City Hall.

Furthermore, as former City Attorneys for the City of North Bay Village, the Firm's attorneys have vast experience in drafting ordinances, resolutions, labor issues and providing legal advice to all city departments and personnel.

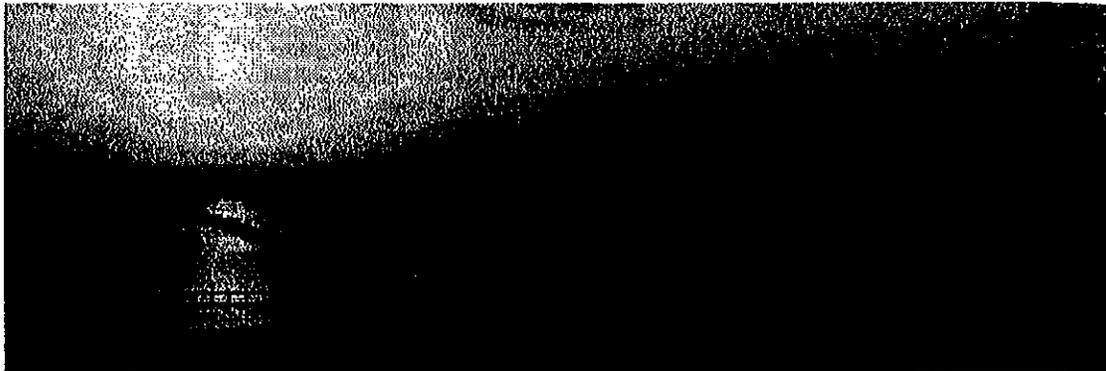
The Firm also has an extensive labor/employment practice, and has significant experience resolving employment related disputes for its clients. Rosen & Switkes, P.L. represents clients through all phases and types of employment litigation, ranging from individual charges and cases to broad-scale class and collective actions. Our lawyers defend claims of employment discrimination, harassment, retaliation, wrongful discharge, wage and hour violations, entitlement to employee benefits, misappropriation of trade secrets and confidential information, unfair competition, labor-management disputes, defamation and other employment-related torts. The Firm's corporate clients rely on us to ensure their policies and procedures are current, to train employees on updates in the law, and to counsel in the event of an employment related dispute.

Additionally, our firm represents individuals who have been subjected to improper adverse employment action, and we have a long track record of successfully resolving clients disputes prior to and during the litigation process.

Rosen & Switkes P.L.'s experience encompasses the full spectrum of employment related discrimination/wrongful termination, and includes cases involving age, sex, race, disability, gender, pregnancy, and religious discrimination in an employment setting. Our experience in prosecuting and defending employment related disputes involve claims brought under Title I of the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Florida Civil Rights Act; Title VII of the Civil Rights Act of 1964; and many other Federal, State and local statutes, laws and ordinances.

The experience relayed herein, along with the Firm's incalculable knowledge in areas of civil rights, discrimination, employment, police litigation, municipal litigation, contract, construction law, commercial litigation, corporate, and personal injury/wrongful death make it an ideal candidate for the City of North Bay Village's General Counsel.

Through all of its practices the Firm understands the day-to-day needs of the City, including review of documentation, providing legal opinions, preparation of legal documentation, or merely serving as a liaison for the City. Rosen & Switkes P.L. is a well-rounded firm that can provide for all of the City's legal needs, thereby making this Firm the idyllic candidate for the position.



2. RESUMES

Robert L. Switkes, Esq. (Managing Partner and Contact Person)

Robert L. Switkes was born March 26, 1951. He received his undergraduate degree from the University of Rhode Island in 1973. He thereafter attended the University of Miami School of Law where he received his Juris Doctor degree in 1977. Mr. Switkes was admitted to the Florida Bar in 1977.

From 1976 through 1977 Mr. Switkes was a legal intern with the Dade County Public Defender's Office. From 1977 through 1978, Mr. Switkes was a law clerk for the Honorable William Hoeveler at the Firm of Knight, Peter, Hoeveler, Pickle, Niemoeller & Flynn. From 1978 through 1979, Mr. Switkes was employed as a litigation associate with the firm of Goodhart & Rosner. While at the firm of Goodhart & Rosner, primary practice consisted of trial work personal injury defense. From 1979 through 1980, Mr. Switkes was a litigation associate with the firm of Schwarz & Schiffrin, where his duties consisted of trial work, representing Plaintiffs and Defendants in the areas of personal injury and commercial litigation.

In 1980, Mr. Switkes began acting through his own professional association known as Robert L. Switkes, P.A. During that time, he continued to represent both Plaintiffs and Defendants in the areas of personal injury, wrongful death, insurance and commercial litigation.

In 1982, the partnership of Rosen & Switkes was established. Mr. Switkes represented both Plaintiffs and Defendants in the areas of construction litigation, medical malpractice, civil rights litigation, commercial litigation, entertainment litigation, premises liability, personal injury litigation, wrongful death, products liability, corporate law, governmental and administrative law, insurance litigation, motorcycle litigation, municipal liability, and as well as providing counseling services to individuals and entities prior to the litigation process.

Mr. Switkes is licensed to practice law in all Courts in the State of Florida, the Federal District Court for the Southern, Middle and Northern Districts of Florida, and the United States Eleventh Circuit Court of Appeals. He is a member of The Florida Bar, The Association of Trial Lawyers of America, and The Florida Justice Association. He is also the former President of the Miami Beach Bar Association and The American Association for Justice. He was also a faculty member for the American Back Society Spring Symposium, 1988, Orlando, Florida, has received the Distinguished Service Award from the Dade County Bar Association, 1983 and

1984, The City of Miami Beach Service and Police Awards in 1992 and Community Service Award from the City of Miami Beach, 1997.

Mr. Switkes is a frequent lecturer and conducts training programs on Civil Rights, Construction litigation, Personal Injury, Constitutional Law, Discrimination and Employment Law for various entities including the City of North Miami, City of Miami Beach, South Shore Hospital, Harley Davidson and class counsel for Access Now v. RTM Operating Company, Inc. d/b/a Arby's.

Candace D. Cronan, Esq. (Associate)

Candace D. Cronan was born in Rhode Island. Ms. Cronan graduated from the University of Tampa in 2007 with a Bachelor of Science degree in International Business and Marketing. Prior to entering law school, Ms. Cronan worked as a Legislative Intern for United States Senator Bill Nelson (D-Fla.).

Ms. Cronan received her Juris Doctor, Cum Laude, from St. Thomas University School of Law in May 2011 and was admitted to the Florida Bar in 2011. During her law school career, Ms. Cronan served as an Articles Editor for the St. Thomas Law Review. Ms. Cronan was also a member of the Moot Court Team and served on the Moot Court Executive Board as Treasurer.

While attending law school at St. Thomas University, Ms. Cronan earned several honors and distinctions, which included receiving multiple book awards in Criminal Law, Business Associations, Florida Constitutional Law, and Florida Practice. She was on the Dean's List and received the Dean's Merit Scholarship. Ms. Cronan also received the Outstanding Legal *Pro Bono* Service Award and graduation distinction for performing over 200 hours of pro bono legal services.

During the summer of 2010, Ms. Cronan worked as a law clerk for the Miami-Dade County School Board Attorney's Office. In her last year of law school, Ms. Cronan worked as a research assistant for Professor Katharine A. Van Tassel. In this capacity, Ms. Cronan completed a multi-state review of the challenges to the hospital peer review hearing process utilized to terminate the staff privileges of physicians accused of failure to provide quality of care.

Ms. Cronan concentrates on civil practice litigation and is licensed to practice law in all State courts in the State of Florida, the United States Court of Appeals for the Eleventh Circuit, and the United States District Court for the Southern District of Florida.

Ryan H. Price, Esq. (Associate)

Ryan H. Price was born in New Jersey. He graduated from the University of Vermont in 2005 with a Bachelor of Science degree in Business Administration. Thereafter, he worked for an importer/exporter in Manhattan as a pricing production coordinator and financial analyst.

Mr. Price received his Juris Doctor Degree with a Certificate in Environmental Justice from St. Thomas University school of Law in 2011. He graduated *summa cum laude* and as Valedictorian of his class of 228 students. During law school, Mr. Price served on the Executive Board, as Senior Articles Editor of the *St. Thomas Law Review*.

Mr. Price received several outstanding student book awards including: Administrative Law, Animal Rights Jurisprudence, Constitutional Law, Criminal Law, Environmental Law, Law of the Seas, and Wills and Trusts. He was also on the Dean's List every semester of law school. Mr. Price received the Dean's Merit Scholarship and also scholarships from independent sources for his academic achievements.

Mr. Price has worked with lawyers in many different law office settings, which has provided him with excellent and expansive litigation, research and writing skills, as well as a deep understanding of many areas of law. He externed with the South Florida Water Management District (Environmental Law Division), interned with the Everglades Law Center (a non-profit public interest firm), and worked in several civil litigation firms.

Mr. Price is currently a member of the Florida Bar and is licensed to practice in all Florida state courts. Currently, Mr. Price is employed by Rosen and Switkes P.L. where he concentrates in civil litigation practice and appeals on both the state and federal level. He practices in the areas of civil rights, employment and labor, personal injury, and commercial litigation.

Harold Rosen, of Counsel

Harold Rosen was born December 30, 1925 and attended St. Lawrence University in Canton, New York. He thereafter attended the University of Miami School of Law in Coral Gables where he received his law degree in 1952 and has been practicing law in Miami Beach, Florida since that date. Mr. Rosen received from the South China University an Honorary Doctor of Laws on August 1, 1992. The China Academy awarded Mr. Rosen a Honorary Doctor of Laws on June 22, 1996.

Mr. Rosen has concentrated his practice in governmental and administrative law, commercial litigation, construction litigation, personal injury/wrongful death, and providing counseling services to individuals and entities prior to the litigation process.

Mr. Rosen is licensed to practice law in all Courts in the State of Florida, the United States District Court, Southern District of Florida since April 14, 1952 and the Supreme Court of the United States of America since November 9, 1959. Mr. Rosen is also an avid motorcyclist and has been so for many years. Mr. Rosen currently serves as attorney for the City of Miami Beach Visitors and Convention Authority.

Mr. Rosen's achievements include the following: Former Mayor, City of Miami Beach; Former Commissioner, City of Miami Beach; Past President of the Junior Chamber of Commerce, City of Miami Beach; Past President Kiwanis Club, Past President, Civic League, City of Miami Beach; Miami Beach Bar Association Community Service Award; Former Municipal Judge, City of North Miami Beach; Member, State of Florida Bar Association and Miami Beach Bar Association; American Arbitration Society since 1965; American Trial Lawyers Associations since June 1, 1966 and Florida Trial Lawyers, since June 22, 1968; Past Chairman of the Miami Beach Planning Board and Zoning Board. Mr. Rosen is a Veteran of World War II and the Korean Conflict. Mr. Rosen received the Prime Minister's Medal from the State of Israel.

3. LIST OF ALL ATTORNEYS IN THE FIRM

Robert L. Switkes, Partner
Member since 1982

Candace D. Cronan, Associate
Member since 2011

Ryan H. Price, Associate
Member since 2012

Harold Rosen, Of Counsel
Since 1982

4. DISCLOSURE

Rosen & Switkes P.L. (the "Firm") makes the following disclosures:

- (a) While Commissioner Blumberg was the President of The Greater Miami and the Beaches Hotel and Restaurant Association the Firm served as legal counsel for the Association. Also, in approximately 2007, the Firm represented Commissioner Blumberg regarding property damage in a motor vehicle accident and later in approximately 2008 represented Commissioner Blumberg on an ethics matter.
- (b) **There are no known relationship** between attorneys of the firm and any business or entity owned by a Commission member or their family or in which a Commission member or their family member has or had an interest.
- (c) **There is no additional** information concerning any relationship between attorneys of the firm and any Commission member which the Applicant deems might be relevant to the Commission's consideration.
- (d) The Firm currently and/or has represented police officers and/or municipalities, including, Hallandale Beach, Homestead, Margate, Miami Beach and North Miami in matters related to civil rights violations. It has also represented the Hialeah Housing Authority on matters related to the American with Disabilities Act (ADA), whistleblower actions and voter irregularities and the City of Miami Beach Convention Authority on matters of age discrimination, contracts matters and civil litigation. For a period of approximately five (5) years the Firm also served as the City Attorney for the City of North Bay Village, in all its capacity.
- (e) **The Firm does not maintain** a "conflict list" *per se*. However, conflict verification is performed on a case by case basis and no known conflicts exists which would prevent the Firm from performing its duties as City Attorney for the City of North Bay Village.

5. EXPECTATION OF ATTORNEYS/FIRM

The law firm of Rosen & Switkes P.L. and specifically Robert L. Switkes understands that it will be expected to provide legal services in the areas of General Counsel, Labor Relations and Planning/Zoning Land Use including:

- a. Robert L. Switkes will attend all meetings of the City Commission, including special and emergency meetings, and all required committee, agency, board or union meetings. In addition to the foregoing, Robert L. Switkes shall attend any other meetings as needed, including: Labor Relations, Planning/Zoning Land Use, as well as any meetings directed by the City Manager;
- b. Prepare any and all necessary resolutions and ordinances;
- c. Prepare any and all legal opinions;
- d. Prepare and review of any and all contracts, memorandum of understanding, as well as such other related documentation;
- e. Serve as liaison with outside counsel, whenever required;
- f. Preparation and review of all ordinances, resolutions, contracts, interlocal agreements, employment agreements, RFQ's/RFP's, bonds legal opinions, deeds, leases, and such other legal or written instruments in which the City is concerned and shall endorse on each approval as to form, language, and execution thereof;
- g. Prosecute and defend, for and on behalf of the City against any and all complaints, suits and controversies in which the City is a party, before any court or other legally constituted tribunal;
- h. Render such opinions on legal matters affecting the City as the Commission may direct;
- i. Attendance at all required meetings and engagement of all such agreements as required by Commission as a condition of employment including, but not limited City Commission Meetings, including special

and emergency meetings, and all required committee or agency meetings;

- j. Performance of such other professional duties and functions as may be required by ordinance or resolution of the Commission or the City Charter;
- k. Provision of legal services includes providing advice in all aspects of municipal law and litigation, and will provide legal advice to the City, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees, and require the availability of the attorneys and firms to attend meetings within the City, as needed, and to provide legal assistance in a prompt and efficient manner. Advice should be provided on local government law and procedures including, but not limited to, Florida Statutes §166 titled Municipalities, appropriations, procurement, competitive bidding, Ethics Code for Public Officials, conflicts of interest and parliamentary procedure. Additionally, Florida Statutes §119 titled Public Records;
- l. Advice on matters including, but not limited to, zoning, land use, labor, utilities and municipal finance litigation;
- m. Review, at the manager's or department directors request, correspondence, contracts, standard operating procedures, and any and all other documents or processes;
- n. Advise the Commission, City Manager, and department heads in all cases when a legal opinion is required and requested;
- o. Represent the City in all matters in which the City has an interest coming before any court or tribunal, except in such cases as other arrangements may be specifically made by the Commission; and
- p. Serve as liaison with independent counsel when required.

6. PROFESSIONAL REFERENCES

I. General Counsel

A. **Plaza Health Network**

1. Client Name: Plaza Health Network
2. Client Address: 1800 NE 169th Street, Suite 200
North Miami Beach, Florida 33162
3. Contact Individual Name and Title: Dr. William Zubkoff, President
4. Contact Phone: (305) 917-0400
5. General Description of the Services Provided: Provide legal advice, counsel, and litigation services for: contracts, discrimination and employment issues, FLSA, labor and civil litigation.

B. **City of Miami Beach**

1. Client Name: City of Miami Beach
2. Client Address: 1700 Convention Center Drive
Miami Beach, Florida 33139
3. Contact Individual Name and Title: Jose Smith, City Attorney
4. Contact Phone: (305) 673-7470
5. General Description of the Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

C. **Harley Davidson of Miami, Inc.**

1. Client Name: Peterson's Harley-Davidson of Miami
Peterson's Harley-Davidson South
2. Client Address: *Miami location:*
19400 NW 2nd Avenue
Miami, Florida 33169
South location:
19825 South Dixie Highway
Miami, Florida 33157
3. Contact Individual Name and Title: Ace Armstrong, General Manager
4. Contact Phone: (305) 651-4811 or (305) 235-4023

5. General Description of the Services Provided: Corporate counsel for contract, product liability, warranty, employment, negligence, discrimination, and franchise issues.

II. Labor/Employment Law

A. *The City of Miami Beach*

1. Client Name: City of Miami Beach
2. Client Address: 1700 Convention Center Drive
Miami Beach, Florida 33139
3. Contact Individual Name and Title: Donald Papy, Chief Deputy City Attorney
4. Contact Phone: (305) 673-7470
5. General Description of the Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

B. *Hebrew Homes Health Network*

1. Client Name: Hebrew Homes Health Network
2. Client Address: 1800 NE 168th Street, Suite 200
North Miami Beach, Florida 33162
3. Contact Individual Name and Title: Tom Nichols, Director of Human Resources
4. Contact Phone: (305) 917-0400
5. General Description of the Services Provided: Legal advice and representation in labor negotiations, discrimination, FLSA, civil rights, and labor and employment disputes.

C. *The Palace*

1. Client Name: The Palace
2. Client Address: 1200 Ocean Drive
Miami Beach, Florida 33139
3. Contact Individual Name and Title: Tom Donall, Director of Public Relations & Marketing
4. Contact Phone: (305) 673-7470
5. General Description of the Services Provided: Civil litigation in federal and state courts including civil rights violations, claims under the ADA, employment discrimination, negligence, and intentional torts.

III. Planning/Zoning Land Use

A. *Barton G*

1. Client Name: Barton G
2. Client Address: 5061 Biscayne Blvd.
Miami, Florida 33137
3. Contact Individual Name and Title: Barton G. Weiss, Owner
4. Contact Phone: (305) 576-8888
5. General Description of the Services Provided: Provide legal services in zoning, land use, variance, historical preservation, planning board issues, fire safety, et al.

B. *WSG Development*

1. Client Name: WSG Development
2. Client Address: 400 Arthur Godfrey Road, Suite 200
Miami Beach, Florida 33140
3. Contact Individual Name and Title: Eric Sheppard, Owner
4. Contact Phone: (305) 582-5529
5. General Description of the Services Provided: Provide legal advice and representation in land use, planning, zoning, variances, landscape, DOT, state and federal compliance, and historical preservation issues.

C. *The Betsy Hotel*

6. Client Name: The Betsy Hotel
7. Client Address: 1440 Ocean Drive
Miami Beach, Florida 33139
8. Contact Individual Name and Title: Jeff Lehman, General Manager
9. Contact Phone: (305) 674-4557
10. General Description of the Services Provided: Provide legal advice and representation in land use, planning, zoning, variances, landscape, DOT, state and federal compliance, conditional use permitting, and historical preservation issues.

7. CURRENT AND FORMER CLIENTS

The following is a representative list of our current and former clients:

Shaquille O'Neal
Donte Stallworth
Bryant McKinnie
Dhani Jones
Hermes Franca (former UFC lightweight title contender)
Phil Baroni (former UFC middleweight contender)
Bank of New York
The Miami-Dade County School Board
Valencia Community College
International Bank and Trust Limited
Jolem Imports, Inc.
First Trade International Bank
Universal National Bank
The City of Miami Beach Police Department
Fraternal Order of Police, Miami Beach
Miami Beach Convention Center
The City of Miami Beach Visitors and Convention Authority
The City of North Miami
The City of Homestead
The City of North Bay Village
The City of Hallandale Beach
The City of Margate
The City of Hialeah
The City of Hialeah Housing Authority
Police Athletic League, Miami Beach
Police Athletic League, North Bay Village
Park One Inc.
Eden Roc Hotel
The Fontainebleau
Hilton Hotel
South Pointe Condominium
Aries Insurance Company
St. Paul Insurance
General Insurance
Tannenbaum Harbor Insurance Agency
Spectacor Management Group
South Shore Hospital
Armani Exchange
Brittany Sales Company

Crescent Heights
Olem Shoe Corp
SeaCoast Towers
Monty's Miami Beach LLC
B.F.I. Waste Management
Edison Hotel
Jerry's Famous Deli
Grand Flamingo
Royal Palm Crown Plaza
Normandy Holdings Inc.
Florida Police Chief Self Insurance Fund
The Southland Group
Accelerated Agency Group, Inc.
Access Now, Inc.
The Comras Company
Hyatt
Windward Condominium
GoldCoast Cablevision
Miami Heart Institute
Columbia Hospital Corporation
Goldman Properties
Konover Properties
New Florida Properties
Crystal Beach Club Properties
Colony Hotel
Amnesia International
World Investment Corp.
Pacha America Corporation
Aladdin Mills
Harley Davidson Motor Company
Harley Davidson of Miami, Inc.
Southern Marine Construction
Miami-Dade County Community College
Supreme International
Island Mortgage Network, Inc.
AppOnline.Com
Southern Bell
Burger King and McDonald's on specific matters
Hazen and Sawyer, Environmental Engineers and Scientists
Associated Parking Systems
Copley Plaza Inc.
Franklin Hotel
Quick Park Inc.
Casa Casuarina

Wallscape Media
Pacific Coast Insurance Group
Crystal House
AAA
Briar Bay Inc.
AgencyURS/O'Brien Krietzberg, Professional Program and Construction Managers
Atlantic Broadband
The Setai Hotel
Lehman Brothers
The National Hotel
The Shore Club
Barton G
The Forge
Market America
Canyon Ranch
Suntrust
Hebrew Homes
Plaza Health Network
Joe's Stone Crabs
Mynt Lounge
The Bar, Coral Gables
Humana, Miami Beach Resort & Spa
City of Miami Beach Visitors and Convention Authority

Section E
CERTIFICATION AND NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Robert L. Switkes being first duly sworn, deposes and says that:

1. He is a Partner of Rosen & Switkes P.L., the PROPOSER that has submitted the attached proposal;
2. He is fully informed respecting the preparation and content of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said PROPOSEER nor any of its officers, partners, owners agents, representatives, employees or parties-in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposal, or to fix any overhead, profit, or cost elements of the Proposal Price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work.
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful

agreement on the part of the PROPOSER or any other of its agents, representative, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Robert L. Switkes, Partner
Print Name and Title

July 3, 2012
Date

Section F
FIRM'S UNDERSTANDING REGARDING
REPRESENTATION

Rosen & Switkes P.L. acknowledges that, should it be retained as the City Attorneys for the City of North Bay Village, neither the firm nor any of its attorneys will be permitted to represent any clients before the City's Commission, any of its committees, departments or agency of the City. Rosen & Switkes agrees that if it is awarded the a contract to provide legal services for the City of North Bay Village it will not undertake any further private representation which might create a conflict of interest with the City. Furthermore, Rosen & Switkes understands that its representation would be exclusive to the City's needs and not directly for the benefit of any Commission member, individually, their family members or any business in which a Commission member or a member of their family would exercise an interest.

Section G

FIRM'S UNDERSTANDING REGARDING PROPOSAL

Rosen & Switkes P.L. understands that the subject Response to the RFQ is a public record. Furthermore, it recognizes that the City of North Bay Village Commission, at its sole discretion, may adopt any criteria to evaluate the Responses to the RFQ. The firm also comprehends that if it is selected it will be required to execute a formal agreement with the City of North Bay Village.

Section H
SWORN STATEMENT UNDER FLA. STAT. § 287.133(3)(A),
PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to The City of North Bay Village by Robert L. Switkes for Rosen & Switkes P.L. whose business address is 407 Lincoln Road, Penthouse Southeast, Miami Beach, Florida 33139 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2432034.

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

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

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

A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members,

and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees,

members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order].

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

Robert L. Switkes

Sworn to and subscribed before me this _____ day of _____, 2012.

X Personally known or
 Produced Identification

Notary Public-State of Florida
My Commission Expires:

Section I
COST PROPOSAL

Rosen & Switkes P.L. proposes to provide legal services to the City of North Bay Village in the areas of:

1. General Counsel,
2. Employment/Labor Relations, and
3. Planning/Zoning Land Use.

It is our understanding that we are to assume 500 hours total for each of the above-stated areas of expertise. If awarded the contract, Rosen & Switkes P.L. will provide all of the following legal services as part of the "base level of services":

1. Robert L. Switkes will attend all meetings of the City Commission, including special and emergency meetings, and all required committee, agency, board or union meetings. In addition to the foregoing, Robert L. Switkes shall attend any other meetings as needed, including: Labor Relations, Planning/Zoning Land Use, as well as any meetings directed by the City Manager;
2. Prepare any and all necessary resolutions and ordinances;
3. Prepare any and all legal opinions;
4. Prepare and review of any and all contracts, memorandum of understanding, as well as such other related documentation;
5. Serve as liaison with outside counsel, whenever required;
6. Preparation and review of all ordinances, resolutions, contracts, interlocal agreements, employment agreements, RFQ's/RFP's, bonds legal opinions, deeds, leases, and such other legal or written instruments in which the City is concerned and shall endorse on each approval as to form, language, and execution thereof;
7. Prosecute and defend, for and on behalf of the City against any and all complaints, suits and controversies in which the City is a party, before any court or other legally constituted tribunal;

8. Render such opinions on legal matters affecting the City as the Commission may direct;
9. Attendance at all required meetings and engagement of all such agreements as required by Commission as a condition of employment including, but not limited City Commission Meetings, including special and emergency meetings, and all required committee or agency meetings;
10. Performance of such other professional duties and functions as may be required by ordinance or resolution of the Commission or the City Charter;
11. Provision of legal services includes providing advice in all aspects of municipal law and litigation, and will provide legal advice to the City, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees, and require the availability of the attorneys and firms to attend meetings within the City, as needed, and to provide legal assistance in a prompt and efficient manner. Advice should be provided on local government law and procedures including, but not limited to, Florida Statutes §166 titled Municipalities, appropriations, procurement, competitive bidding, Ethics Code for Public Officials, conflicts of interest and parliamentary procedure. Additionally, Florida Statutes §119 titled Public Records;
12. Advice on matters including, but not limited to, zoning, land use, labor, utilities and municipal finance litigation;
13. Review, at the manager's or department directors request, correspondence, contracts, standard operating procedures, and any and all other documents or processes;
14. Advise the Commission, City Manager, and department heads in all cases when a legal opinion is required and requested;
15. Represent the City in all matters in which the City has an interest coming before any court or tribunal, except in such cases as other arrangements may be specifically made by the Commission; and

16. Serve as liaison with independent counsel when required.

The aforementioned services, as well as forfeiture proceedings would be computed on a flat fee basis, akin to a salaried position of \$114,000.00 annually (\$9,500.00 monthly services fee), which represents the total fee for all three areas of expertise combined. Because creativity in preparing the Cost Proposals is encouraged, Rosen & Switkes P.L. submits this cost proposal with an understanding of providing quality legal services in the most cost effective way for the City of North Bay Village.

Any services, beyond those services delineated herein, including litigation, outside the scope of the City Attorney's position would be billed separately, at a flat rate of \$175.00 per hour. However, Rosen & Switkes P.L. will take all reasonable steps to minimize the utilization of the hourly fees incurred by our firm and/or outside counsel in order to reduce the overall legal expenses to the City of North Bay Village.

Cost Proposal Summary

In sum, Rosen & Switkes P.L. hereby submits the following cost proposal:

Combined total for provision of legal services by Rosen & Switkes P.L. to City of North Bay Village in the areas of General Counsel, Labor/Employment, and Zoning/Planning Land Use:

Estimated # of annual hours: 500 General Counsel, 500 Labor/Employment, 500 Zoning/Planning Land Use = 1500 combined total.

Monthly retainer: \$9,500

Monthly hourly fee: \$2,100 (\$175/hour x 12 hours)

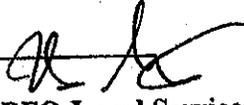
Annual retainer: \$114,000

Annual hourly fees: \$2,100 x 12 months = \$25,200

**CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: August 17, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: 
Nick Siegfried, Chair
Selection Committee – RFQ Legal Services
Aaron Cohen
Roland Galdos
Howard Lenard
Norman Powell

SUBJECT: Request for Qualifications for Legal
Services (RFQ NO. 2012-02)

BACKGROUND:

At the request of the City Commission to solicit Qualifications from Florida licensed attorneys and/or firms to perform legal services for the City of North Bay Village, the City Manager issued RFQ No. NBV2012-02. On the due date of July 6, 2012 eight (8) proposals were received from the following:

1. Littler Mendelson, P.C.
One Biscayne Tower
2 South Biscayne Boulevard, Suite #1500
Miami, FL 33131
2. Becker & Poliakoff
3111 Stirling Road
Hollywood, FL 33312
3. Bryant Miller Olive
Suntrust International Center
1 S.E. 3rd Avenue, Suite 2200
Miami, FL 33131

12A(40)

MEMO TO CITY COMMISSION
AUGUST 17, 2012
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4. Gray/Robinson
Attorneys At Law
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, FL 33301
5. Rosen & Switkes P.L.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
6. Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
7. Shutts & Bowen LLP
201 S. Biscayne Boulevard, Suite 1500
Miami, FL 33131
8. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Attorneys At Law
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

All proposals were timely received and were opened by the City Clerk's Office.

The Evaluation Committee consisted of: Howard Lenard; Roland Galdos, Deputy City Attorney, North Miami; Aaron Cohen; Nick Siegfried and Norman Powell.

The Evaluation Committee met in an organizational meeting on July 30, 2012. During that time, they directed staff to determine the responsiveness of the proposals and set oral presentations for August 15, 2012 at 9:00 a.m. A committee consisting of City Manager Dennis Kelly, Public Works Director Sam Zamacona, Jenice Rosado HR Manager, and City Clerk Yvonne P. Hamilton reviewed the proposals and deemed six out of the eight to be responsive. Becker & Poliakoff and Littler Mendelson, P.C. were determined to be non-responsive. Please see the memorandum dated August 3, 2012 from City Manager Dennis Kelly to the Legal RFQ Selection Committee attached hereto as Exhibit 1. After the firms were notified that they were nonresponsive to the RFQ, a request was made to waive the irregularity in the submittals pursuant to language of the RFQ. The matter was then referred to the Evaluation Committee.

12A(41)

MEMO TO CITY COMMISSION
AUGUST 17, 2012
PAGE 3 OF 4

Prior to the presentations on August 15, 2012, after discussion a motion was offered by Aaron Cohen and seconded by Roland Galdos to accept the recommendation of staff as to the non-responsiveness of the firms Becker & Poliakoff and Littler Mendelson, P.C. Mr. Galdos did point out the provision of Section 12 of the RFQ where the City has reserved the right to waive irregularities in any submittal. The Committee felt that it was the decision of the Commission not to grant such a waiver. The votes on the motion were as follows: Norman Powell-Yes, Roland Galdos-Yes, Howard Lenard-No and Aaron Cohen-Yes. The motion carried 3-1. Mr. Siegfried was absent during the voting on this item. The firms of Becker and Littler were not invited to make oral presentations.

Prior to presentation, Shutts & Bowen LLP withdrew their proposal. Following presentations by the remaining five (5) firms, the committee conducted an analysis and evaluation of the five RFQ responses and based scoring on the following criteria:

	<u>Points</u>
Proposer's experience, qualifications, capabilities and past performance with similar municipalities	35
Proposer's key personnel experience of those assigned to the city	35
Cost proposal: creativity and base line retainers vs. hourly costs	<u>30</u>
Total	100

The Evaluation Committee members numerically scored the proposing companies in accordance with the evaluation criteria prescribed in the RFQ. The scores assigned to each of the proposals reflect the extent to which the company fulfilled the requirements of the evaluation criteria and the extent to which each criterion was fulfilled relative to the other proposals. The proposals were separately evaluated for each category of service and are included in the scores.

12A(42)

Evaluation Results

Proposer	Proposer's experience, qualifications, capabilities and past performance with similar municipalities	Proposer's key personnel experience of those assigned to the city.	Cost proposal: creativity and base line retainers vs. hourly costs	TOTAL
Rosen & Switkes P.L.	158	162	145	465
Bryant Miller Olive (labor services only)	166	167	124	457
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.	148	157	110	415
Stearns Weaver Miller	152	152	107	411
Gray Robinson	133	135	111	379

Based on the scoring the firms/attorneys are ranked as follows:

1. Rosen & Switkes P.L.
2. Bryant Miller Oliver (labor)
3. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
4. Stearns Weaver Miller
5. Gray Robinson

The firm of Bryant Miller Oliver proposed to provide only labor and employment law services to the City.

CONTACT:
Dennis Kelly, City Manager

12A(43)

RECOMMENDATION MEMORANDUM

DATE: December 2, 2013

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

FROM: Kathy Mehaffey
Deputy Village Attorney

SUBJECT: Amendment of Commission Meeting and Agenda Procedures

RECOMMENDATION

It is recommended that the Village Commission approve the two attached Resolutions (Items 12B and 12C) amending the Commission Meeting and Agenda Procedures to comply with recently amended State law.

BACKGROUND

During the 2013 legislative session, the Florida Legislature passed Senate Bill 50 which requires that there be a "reasonable opportunity" to be heard on an issue prior to any "official action" by a board or commission. There is not a requirement for a certain amount of time, nor does the legislation mandate when the public input occur. While the Village's normal operating style and procedures ensure that the requirements are met, there are two changes which should be made to fully protect the Village.

First, Good and Welfare should be moved to the beginning of the meeting in order to ensure that the public has the opportunity to speak before action is taken on the consent agenda or any report items.

Second, the legislation provides a safe harbor, where, if a procedure for public input has been adopted and followed then there is a presumption that the board or commission has acted in compliance with the statute. Therefore, the second resolution provides a procedure for all boards and committees to follow in order to ensure compliance with the statute and provide the safety net and presumption of compliance for those boards and committees.

12B(1)

RESOLUTION NO. 2013-

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,
FLORIDA, PROVIDING FOR PUBLIC PARTICIPATION IN BOARD
AND COMMITTEE MEETINGS; PROVIDING DIRECTION TO STAFF;
AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY DEPUTY
VILLAGE ATTORNEY KATHY MEHAFFEY)**

WHEREAS, the Village has established several boards and a committee and may from time to time, establish additional committees to advise the Commission on various issues; and

WHEREAS, Senate Bill 50 was approved during the 2013 Florida Legislature session requiring a reasonable opportunity for public input prior to official actions, including any actions of boards and committees; and

WHEREAS, the Village Commission desires to ensure that the boards and committees provide for public participation and operate in compliance with State law; and

WHEREAS, the Village Commission finds the following participation requirements for boards and committees are in the best interest of North Bay Village.

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. Public Comment Requirements.

Regular agenda public comment.

All Village boards and committees, whether ad hoc, standing, temporary or permanent appointed, shall provide for public comment at the beginning of each scheduled meeting to allow the public the opportunity to address the meeting agenda items. Public comments shall be maintained at no more than three minutes per person, unless the board or committee authorizes a different amount of time.

Non-agenda action.

Any board or committee which proposes to take any type of action, including making a recommendation, which was not on the published meeting agenda available at the time of public comment, shall provide the opportunity for public comment on the issue prior to taking any action. Public comments shall be maintained at no more than three minutes per person, unless the board or committee authorizes a different amount of time.

12B(2)

Section 3. Direction to Staff. The Village Manager And Village Clerk are directed to distribute copies of this Resolution to all current Board and Committee members; to ensure that all future Board and Committee members are provided this Resolution as part of their orientation materials; and to take all additional actions necessary to implement this Resolution.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 10th day of December 2013.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

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

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

North Bay Village Resolution: Providing for Public Comments at Board and Committee Meetings.

12B(3)

201350er

1
2 An act relating to public meetings; creating s.
3 286.0114, F.S.; defining "board or commission";
4 requiring that a member of the public be given a
5 reasonable opportunity to be heard by a board or
6 commission before it takes official action on a
7 proposition; providing exceptions; establishing
8 requirements for rules or policies adopted by the
9 board or commission; providing that compliance with
10 the requirements of this section is deemed to have
11 occurred under certain circumstances; providing that a
12 circuit court has jurisdiction to issue an injunction
13 under certain circumstances; authorizing a court to
14 assess reasonable attorney fees in actions filed
15 against a board or commission; providing that an
16 action taken by a board or commission which is found
17 in violation of this section is not void; providing
18 that the act fulfills an important state interest;
19 providing an effective date.
20

21 Be It Enacted by the Legislature of the State of Florida:
22

23 Section 1. Section 286.0114, Florida Statutes, is created
24 to read:

25 286.0114 Public meetings; reasonable opportunity to be
26 heard; attorney fees.—

27 (1) For purposes of this section, "board or commission"
28 means a board or commission of any state agency or authority or
29 of any agency or authority of a county, municipal corporation,

12B(4)

201350er

30 or political subdivision.

31 (2) Members of the public shall be given a reasonable
32 opportunity to be heard on a proposition before a board or
33 commission. The opportunity to be heard need not occur at the
34 same meeting at which the board or commission takes official
35 action on the proposition if the opportunity occurs at a meeting
36 that is during the decisionmaking process and is within
37 reasonable proximity in time before the meeting at which the
38 board or commission takes the official action. This section does
39 not prohibit a board or commission from maintaining orderly
40 conduct or proper decorum in a public meeting. The opportunity
41 to be heard is subject to rules or policies adopted by the board
42 or commission, as provided in subsection (4).

43 (3) The requirements in subsection (2) do not apply to:

44 (a) An official act that must be taken to deal with an
45 emergency situation affecting the public health, welfare, or
46 safety, if compliance with the requirements would cause an
47 unreasonable delay in the ability of the board or commission to
48 act;

49 (b) An official act involving no more than a ministerial
50 act, including, but not limited to, approval of minutes and
51 ceremonial proclamations;

52 (c) A meeting that is exempt from s. 286.011; or

53 (d) A meeting during which the board or commission is
54 acting in a quasi-judicial capacity. This paragraph does not
55 affect the right of a person to be heard as otherwise provided
56 by law.

57 (4) Rules or policies of a board or commission which govern
58 the opportunity to be heard are limited to those that:

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201350er

59 (a) Provide guidelines regarding the amount of time an
60 individual has to address the board or commission;

61 (b) Prescribe procedures for allowing representatives of
62 groups or factions on a proposition to address the board or
63 commission, rather than all members of such groups or factions,
64 at meetings in which a large number of individuals wish to be
65 heard;

66 (c) Prescribe procedures or forms for an individual to use
67 in order to inform the board or commission of a desire to be
68 heard; to indicate his or her support, opposition, or neutrality
69 on a proposition; and to indicate his or her designation of a
70 representative to speak for him or her or his or her group on a
71 proposition if he or she so chooses; or

72 (d) Designate a specified period of time for public
73 comment.

74 (5) If a board or commission adopts rules or policies in
75 compliance with this section and follows such rules or policies
76 when providing an opportunity for members of the public to be
77 heard, the board or commission is deemed to be acting in
78 compliance with this section.

79 (6) A circuit court has jurisdiction to issue an injunction
80 for the purpose of enforcing this section upon the filing of an
81 application for such injunction by a citizen of this state.

82 (7) (a) Whenever an action is filed against a board or
83 commission to enforce this section, the court shall assess
84 reasonable attorney fees against such board or commission if the
85 court determines that the defendant to such action acted in
86 violation of this section. The court may assess reasonable
87 attorney fees against the individual filing such an action if

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201350er

88 the court finds that the action was filed in bad faith or was
89 frivolous. This paragraph does not apply to a state attorney or
90 his or her duly authorized assistants or an officer charged with
91 enforcing this section.

92 (b) Whenever a board or commission appeals a court order
93 that has found the board or commission to have violated this
94 section, and such order is affirmed, the court shall assess
95 reasonable attorney fees for the appeal against such board or
96 commission.

97 (8) An action taken by a board or commission which is found
98 to be in violation of this section is not void as a result of
99 that violation.

100 Section 2. The Legislature finds that a proper and
101 legitimate state purpose is served when members of the public
102 have been given a reasonable opportunity to be heard on a
103 proposition before a board or commission of a state agency or
104 authority, or of an agency or authority of a county, municipal
105 corporation, or political subdivision. Therefore, the
106 Legislature determines and declares that this act fulfills an
107 important state interest.

108 Section 3. This act shall take effect October 1, 2013.

12B(7)

**Committee on Governmental Oversight
And Accountability**

CS/CS/SB 50 — Public Meetings

by Rules Committee; Governmental Oversight and Accountability Committee; and Senators Negrón and Evers

Neither the Florida Constitution nor the Sunshine Law specifies that members of the public have the right to speak at public meetings. This bill creates a new section of law that requires members of the public to be given a reasonable opportunity to be heard on a proposition considered by the board or commission of a state agency or local government. Such opportunity does not have to occur at the same meeting at which the board or commission takes official action if certain requirements are met. The bill excludes specified meetings and acts from the opportunity to be heard requirement.

The bill authorizes a board or commission to adopt certain reasonable rules or policies governing the opportunity to be heard. If a board or commission adopts such rules or policies and thereafter complies with them, it is deemed to be acting in compliance with the section.

The bill authorizes a circuit court to issue injunctions for the purpose of enforcing the section upon the filing of an application for such injunction by any citizen of Florida. If such an action is filed and the court determines that the board or commission violated the section, the bill requires the court to assess reasonable attorney fees against the board or commission. The bill also authorizes the court to assess reasonable attorney fees against the individual filing the action if the court finds that the action was filed in bad faith or was frivolous. The bill excludes specified public officers from such attorney fee provisions. If a board or commission appeals a court order finding that it violated the section and the order is affirmed, the bill requires the court to assess reasonable appellate attorney fees against the board or commission.

The bill provides that any action taken by a board or commission that is found to be in violation of the section is not void as a result of such violation.

Finally, the bill includes a legislative finding of important state interest.

If approved by the Governor, these provisions take effect October 1, 2013.

Vote: Senate 40-0; House 113-2

RESOLUTION NO. 2013-

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,
FLORIDA, AMENDING THE COMMISSION MEETING AND AGENDA
PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE
(INTRODUCED BY DEPUTY VILLAGE ATTORNEY KATHY MEHAFFEY)**

WHEREAS, Section 30.05, "Agenda Meeting procedures", of the Village's Code of Ordinances provides that the "Village Commission shall establish meeting and agenda procedures by Resolution"; and

WHEREAS, the Village Commission adopted Resolution No. 2011-17 providing for Village Commission Meeting and Agenda Procedures; and

WHEREAS, Senate Bill 50 was approved during the 2013 Florida Legislature session requiring a reasonable opportunity for public input prior to official actions; and

WHEREAS, the Village Commission desires to amend the Meeting and Agenda Procedures to provide for Good and Welfare prior to the transaction of any business in order to comply with recently amended Florida Statutes; and

WHEREAS, the Village Commission finds the amendment of these procedures is in the best interest of North Bay Village.

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

Section 1. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. The following Village Commission Meeting and Agenda Procedures are hereby amended as follows¹:

1. Regular meetings; notice.

A. *Meetings.* The CityVillage Commission shall hold one regular meeting per month on the second Tuesday at 7:30 pm, unless the Commission, by majority vote, elects not to have a regular meeting in the month of July or the month of August for the purposes of allowing summer vacations. The CityVillage Commission may hold a second regular meeting each month, called by the CityVillage Manager or Acting CityVillage Manager whenever in his or her opinion the public business may require it or at the express written request of the Mayor or any two members of the Commission, as necessary for the orderly conduct of

¹ Additions are shown in underline; deletions are shown in ~~strikethrough~~.

12C(1)

CityVillage business. Quasi judicial matters, as defined in Chapter 29, Section 29.02(a) of the Code of Ordinances,² may be heard at any regular or special meeting of the Commission.

- (B) *Notice.* Notice of each regular meeting of the CityVillage Commission shall be published at least four days prior to such meeting in a newspaper of general circulation within the CityVillage and made in any other manner deemed appropriate by the CityVillage Manager.
- (1) Pending notices of meetings of the Civil Service and Planning and Zoning Boards shall be included in such notices without time limitation.
 - (2) The CityVillage Manager shall also maintain signs on the public right-of-way, announcing such meetings prior to 8:00 a.m. on the day of each meeting, and notice of all commission meetings and boards shall be posted in a conspicuous place in CityVillage Hall at least 24 hours before said meeting.

2. Special meetings.

As provided in Section 30.03 of the Code of Ordinances, the CityVillage Manager or Acting CityVillage Manager shall call special meetings of the CityVillage Commission whenever in his or her opinion the public business may require it or at the express written request of any two members of the Commission. Whenever a special meeting shall be called, a notice in writing signed by the CityVillage Manager or Acting CityVillage Manager shall be served on each member of the Commission either in person or by notice left at his place of residence, stating the date and hour of the meeting and the purpose for which the meeting is called, and no business shall be transacted thereat, except such as is stated in the notice.

3. Meetings open to the public.

All meetings of the CityVillage Commission shall be open to the public pursuant to the "Government in the Sunshine Law."

4. Workshop Meetings.

The CityVillage Commission may meet at least once every three months in a workshop to be conducted as a public meeting, but without public comment, except as public comment may be permitted by the Chair or majority vote of the CityVillage Commissioners present. Additionally, the CityVillage Commission may call additional

² **Section 29.02(a): *Quasi-judicial.*** Refers to an action or proceeding by the City Commission for a site-specific rezoning, variance, conditional use permit, design review approval, or other request (other than a comprehensive plan amendment) which has impact on a limited number of persons or property owners, on identifiable parties interests, where the decision is contingent on a fact or facts arrived from distinct alternatives presented at a hearing, and where the decision can be functionally viewed as policy application, rather than policy setting, or as may otherwise be defined by case law.

workshop meetings as needed. A workshop may be recessed to a later date certain which is announced at the workshop. The CityVillage Commission shall discuss the agenda items and provide feedback, but shall not take action at workshops. The CityVillage Manager shall attend the workshop, prepare an agenda with appropriate backup, and assure that relevant staff persons are present for the items on the agenda. The CityVillage Attorney shall attend workshops.

5. Agenda.

- A. *Agenda items.* All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the CityVillage Commission shall be delivered to the CityVillage Manager no later than ten (10) business days prior to the scheduled Commission Meeting and shall be accompanied by, or in the form of, a signed memorandum from the party submitting the materials. No additional items shall be added to the agenda after the agenda closing date unless it is deemed to be an emergency as provided below. All agenda items, including materials in support of the agenda item, are to be submitted to the CityVillage Attorney, the Finance Director, and the CityVillage Planner, if required, for review and submittal of their recommendation to the CityVillage Manager. The final agenda shall be distributed to the members of the CityVillage Commission no later than five (5) business days prior to the CityVillage Commission meeting. Matters of an urgent or emergency nature may be presented to the Commission without strictly complying with these requirements, and such emergency matters shall be heard by the CityVillage Commission if a majority of the Commission approves.
- B. *Who may place.* The Mayor, CityVillage Commissioners, CityVillage Manager, and CityVillage Attorney are authorized to place matters on the agenda of the CityVillage Commission Meeting for discussion and/or approval by the CityVillage Commission.
- C. *Manager meeting with Commissioners.* The CityVillage Manager shall make available an opportunity for an individual meeting with each member of the Commission prior to each Commission meeting for presentation and discussion of the agenda items.
- D. *Order of business; Consent agenda.* The CityVillage Manager shall prepare the order of business. Items which, in the opinion of the CityVillage Manager or the CityVillage Commission, are non-controversial and may be handled and implemented without necessity for discussion, shall be placed on the Consent Agenda. Unless a Commission Member specifically requests that an item be removed from the Consent Agenda, such items shall be approved and adopted by a single motion and roll call vote. Any item deemed not to be ready for discussion or approval by the Commission shall be pulled from the Agenda at the CityVillage Commission meeting.

E. *Taking items out of order.* Upon request by the Mayor or a Commissioner, items on the agenda may be moved out of sequence in order to expedite the matters before the CityVillage Commission, or assure that items that are related to each other are considered in context.

6. Presiding officer.

A. *Who may preside.* The Mayor, or in the Mayor's absence, the Vice-Mayor act as the presiding officer and shall take the chair at the hour appointed for the meeting and call the CityVillage Commission to order. In the absence of the Mayor and Vice-Mayor, the CityVillage Manager or Acting CityVillage Manager shall call the Commission to order, whereupon an acting chairman shall be elected by the members of the Commission present. Upon the arrival of the Mayor or Vice-Mayor, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Commission. Where appropriate, references to the Mayor will be considered references to the Presiding Officer

B. *Decorum; Questions of order.* The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Commission. He or she shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order, subject however to an appeal to the Commission, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

7. Roll call; quorum.

Before proceeding with the business of the CityVillage Commission, the CityVillage Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes. A majority of the Commission shall be necessary to constitute a quorum, but less than a quorum may adjourn or recess to a specified time, pursuant to § 3.09 C. of the Charter.

8. Order of business.

A. *Regular meetings of the Commission.* Regular meetings of the CityVillage Commission shall be held at least once per month. Regular Commission meetings may be canceled, postponed, or the time of commencement changed by a majority vote of the Commission, provided that the Charter requirement of one meeting per month is met.

B. *Order of Agenda.* The CityVillage Commission shall convene on the day and time of each regular meeting, and take up the business of the Commission in the following order unless changed by action of a majority of the Commission. Certain matters may be given a certain time for consideration.

(1) Call to Order, Pledge of Allegiance, Roll Call.

- (2) A. Proclamations and Awards.
- B. Special Presentations.
- C. Additions and Deletions
- (3) Good & Welfare
- (34) Board Reports.
- (45) Public Safety Discussion.
- (56) Commissioners' Reports.
- (67) CityVillage Attorney's Report.
- (78) CityVillage Manager's Report.
- (89) Finance Report
- ~~(9) Good & Welfare at Approximately 8:30 p.m.~~
- (10) Consent Agenda.
- (11) Planning & Zoning Consent Agenda.
- (12) Ordinances for First Reading and Resolutions.
- (13) Public Hearings Including Ordinances for Second Reading.
- (14) Unfinished Business.
- (16) Approval of Minutes.
- (17) Adjournment.

9. Approval of minutes.

Unless a reading of the minutes of a CityVillage Commission meeting is requested by a member of the Commission, the minutes may be approved without reading if each member has been furnished with a copy of the minutes at least three (3) days prior to the meeting.

10. Rules of debate.

- A. *Presiding officer not deprived of rights as commissioner.* The Mayor or Vice-Mayor, or such other member of the CityVillage Commission as may be presiding, may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a commissioner by reason of his acting as the presiding officer.
- B. *Obtaining the floor.* Every member desiring to speak shall address the chair, shall be recognized by the presiding officer, and shall confine himself to the question under debate, avoiding all personalities and indecorous language.
- C. *Interruptions.* A member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a member while speaking, is called to order, he or she shall cease speaking until the question of order is determined and, if in order, he or she shall be permitted to proceed.

- D. *Motion to reconsider.* A motion to reconsider any action taken by the Commission may be made only on the day the action was taken or at the next meeting of the Commission whether a regular or special meeting. The motion must be made by one of the prevailing side, but may be seconded by any member and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable.
- E. *Recorded remarks of commissioner.* A commissioner may request, through the presiding officer, the privilege of having an abstract of his statement on any subject under consideration by the Commission entered in the minutes.
- F. *Synopsis of debate.* The CityVillage Clerk may be directed by the presiding officer, with consent of the Commission, to enter in the minutes a synopsis of the discussion on any question coming regularly before the Commission.
- G. *Limitation on debate.* Upon motion duly adopted by a majority of the Commission, debate on any one subject before the Commission may be limited to seven (7) minutes per member of the Commission, at the expiration of which the pending question will be moved to a vote.
- H. *Parliamentary procedure.* Any issue of procedure not addressed in these procedures shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised, in the most current edition. Unless objection thereto is made by some member of the CityVillage Commission, the Mayor may refrain from a too rigid enforcement of such rules, to the end of expediting the transaction of business.

11. Voting; filing of reasons.

- A. *Roll call vote.* The CityVillage Clerk shall call the roll commencing with the commissioner seated immediately adjacent to the right of the commissioner who made the motion under consideration. All commissioners shall vote "yes" or "no", or "aye" or "nay" in accordance with the provisions of state law. The records of the roll call vote shall be incorporated in the minutes of the meeting.
- B. *Reasons for vote.* Upon the conclusion of any vote, any member of the CityVillage Commission shall have the right to have the reasons for his or her vote entered upon the minutes.

12. Motion to table or adjourn.

- A. *Table.* A motion to table any matter then under consideration, except during a public hearing, shall always be in order and decided without debate.
- B. *Adjourn.* A motion to adjourn shall always be in order and decided without debate.

13. Decorum.

- A. *Commission members.* While the CityVillage Commission is in session, the members must preserve order and decorum and a member shall, neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer, except as otherwise herein provided.
- B. *Impertinent remarks.* Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the Commission shall not be permitted to continue speaking before the Commission, unless permission to continue is granted by a majority vote of the Commission. This remedy shall be in addition to the provisions of Section 135.03(A).³
- C. *Public comment.* Individual's wishing to speak on agenda items other than advertised public hearings shall fill out a speaker's card and be recognized by the Mayor. This requirement shall not prevent the Mayor from recognizing additional speakers.
- D. *Public hearings.* Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" need only to be recognized by the Mayor. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. After the Public Hearing is closed by the Mayor, only members of the CityVillage Commission or CityVillage administration shall discuss the item.
- E. *Addressing Commission, manner and time.* Public discussion at public hearings or at items which are opened to public discussion shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, after due consideration for the substance, content, and relative importance of the subject. Each person who addresses the Commission shall step up to or present themselves at the speaker's podium and shall give his/her name and address. No other person other than the Commission and the person recognized by the Mayor as having the floor shall be permitted to enter into discussion without the permission of the Mayor. All questions from the public to the Commission; shall be addressed through the Mayor.

14. Good and welfare presentations to commission.

³ § 135.03 **Disturbing public meetings.** (A) It shall be unlawful for any person to behave in a riotous or disorderly manner in any public meeting of the City Commission, any committee thereof, agency, department, board, or other authority of the city, or to cause any unnecessary disturbance therein, by force, shouting, or any other action to disrupt the meeting, or to refuse to obey any proper ruling of the presiding officer of the meeting relative to the orderly process thereof. Any person violating any of the provisions of this division (A) upon conviction thereof may be punished by the maximum penalty provided by the Charter.

~~Unless extended by the Commission, the Good and Welfare session shall begin one (1) hour after the meeting is scheduled to begin, or as soon as the item being discussed at that time is finished.~~ Any person desiring to address the CityVillage Commission shall first secure the permission of the presiding officer to do so.

- A. *Written communications.* Interested parties, or their authorized representatives, may address the Commission by written communication in regard to matters then under discussion, a copy of which shall be provided to the CityVillage Clerk.
- B. *Oral communications.* Taxpayers or residents of the CityVillage, or their authorized legal representatives may address the Commission under Good and Welfare on any matter concerning CityVillage business, or any matters over which the Commission has control. Additionally, any residents or taxpayers who desires to make a special presentation to the Commission under Good and Welfare and wishes to have the item placed on the agenda of the next regular CityVillage Commission Meeting shall notify the CityVillage Manager, in writing, subsequent to the previous CityVillage Commission Meeting, but at least five business days in advance of the next regular meeting.
- C. *Decorum.* Each person addressing the Commission under Good and Welfare and Public Hearings shall step up to the microphone provided for the public and shall give his name and address in an audible tone of voice for the records. Unless further time is granted by the Commission, each speaker shall limit his address to three (180 seconds) minutes. In the case of quasi-judicial hearings, the CityVillage Commission shall allow parties sufficient time to present their case, provided that no one shall be allowed to speak more than thirty minutes without the express permission of the CityVillage Commission. No person other than the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the presiding officer. No questions shall be asked of a commissioner except through the presiding officer.

15. Public safety discussion.

The chief of the City's Village's Police, and if needed, fire and emergency medical service providers will attend each regular Commission meeting, and be available to answer questions from the Commission on their activities during this section of the agenda.

16. Public hearings.

As provided in Section 30.06 of the Code of Ordinances, whenever a public hearing is held pursuant to the Charter or ordinance or by direction of the CityVillage Commission, the presiding officer shall read the title of the item on which the public hearing will be held. The presiding officer shall then recognize any interested persons or their authorized representatives, who may address the Commission in regard to the matter then under consideration. During the public hearing there shall be no debate by the Commission, although questions may be asked of

the persons making such presentation by commissioners. Upon the conclusion of the presentation of the views by the public, the presiding officer shall declare the public hearing closed and the Commission may take action upon the subject matter of the public hearing.

If the Commission proposes to take any type of action, which was not on the published meeting agenda or added to the agenda prior to public comment, the Commission shall provide the opportunity for public comment on the issue prior to taking any action. Public comments shall be maintained at no more than three minutes per person, unless the Commission authorizes a different amount of time.

17. Maintenance of records; parliamentarian.

The CityVillage Manager shall maintain time records, and the CityVillage Attorney shall serve as parliamentarian.

Section 4. Severability. If any word, clause, phrase, sentence, paragraph, or section of this Resolution is held to be invalid by a Court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or section of this Resolution.

Section 5. Conflicts. Any resolutions or parts thereof found to be in conflict with any provision of this Resolution are hereby repealed.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 10th day of December 2013.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

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

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

North Bay Village Resolution: Amending Commission Agenda Procedures.



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 21, 2013

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Bert Wrains, CGFO Finance Director

SUBJECT: C & L Graphics Payment

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing payment to C&L Graphics for the manufacturing of one "Welcome Sign" for North Bay Village.

BACKGROUND:

In May 2012, the Village Manager approved the agreement with C&L Graphics for the manufacturing of a "Welcome Sign" to be installed on Kennedy Causeway. The price to make the sign was \$5,500 with an installation cost of \$950 for a total of \$6,450 after installation of the sign. The Public Works Director sent the approved and signed invoice to C&L Graphics on May 24, 2102 and requested that the fabrication and installation be expedited. The sign was manufactured with the intent to install it on the East end of Kennedy Causeway for the west bound traffic from Miami Beach.

The sign was manufactured and delivered to the Village. The Village Manager later directed the Finance Director not to pay the invoice as he had canceled the order. Therefore, the invoice has not been paid.

12D(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

FINANCIAL IMPACT:

The FY 2013 Streets Department budget contained \$30,000 for signage on Kennedy Causeway. There have been several discussions about the types and size of signs for the East and West entrances to North Bay Village. The Commission discussion focused on electronic message board type of signs and this sign was not discussed in detail. If the Commission approves this expenditure, the funding will have to be from the General Fund Unreserved Fund Balance. The current estimate of this account is \$338,553.

BUGETARY IMPACT (Finance Department):

There will be an increase to the FY 2013 Streets Fund Expenditures and a reduction to the General Fund Unreserved Fund Balance of up to \$6,450.

PERSONNEL IMPACT:

There should be no impact on Village personnel, unless the decision is made to have Public Works staff install the sign.

12D(2)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: November 27, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING PAYMENT TO C&L GRAPHICS FOR MANUFACTURING A VILLAGE WELCOME SIGN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

FKR:yph

12D(3)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING PAYMENT TO C&L GRAPHICS FOR MANUFACTURING A VILLAGE WELCOME SIGN; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, in May 2012, the Village engaged the services of C&L Graphics to manufacture a "Welcome Sign" for the east entrance to the Village; and

WHEREAS, the sign has been built and is in the possession of the Village; and

WHEREAS, staff recommends payment to C&L Graphics for \$6,450 for the services performed.

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

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

Section 2. Approval of Payment. Approval to expend \$6,450 to C&L Graphics for manufacturing of the Village "Welcome Sign" as outlined in the invoice attached as Exhibit "A" is hereby granted.

Section 3. Expenditure of Funds. The Village Manager is authorized to expend funds from the General Fund Unreserved Fund Balance not to exceed \$6,450 for payment to C&L Graphics.

12D(4)

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 10th day of December 2013.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: C&L Graphics Invoice-\$6,450.

12D(5)



C&L GRAPHICS
consulting • design • printing • advertising

3901 NW 79th Avenue / Suite 244 / Doral, FL 33166
T. 786.877.5522 / F. 786.513.0132
E. carlos@candlgraphics.com

Quote

BILL TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

SHIP TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

P.O. NO.	QUOTE No.	QUOTE DATE	REP.	ORDER No.	SHIP VIA
Sam	09658-B	05/24/12	CR		Hand Delivered

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
Signs	<p>"CITY OF N. BAY WELCOME SIGNS" Aluminum Sheet PVC 1" letters pinned to surface PVC Circle with graphics for City logo and raised letters to create 3D effect. Square poles 4" Height: 72" Width: 48"</p> <p>Production Time: 5-7 working days</p> <p>Installation 2-4 working days approx.</p> <p>Permits not included</p>	1	5,500	\$5,500.00
				\$950.00
			SUB-TOTAL	
			TAX	
			DEPOSIT	

John D. Kelly
5/24/12

All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.

Please make checks payable to: C&L Graphics, Inc.

Thank You for your business

TOTAL

120(6)

left
-ok

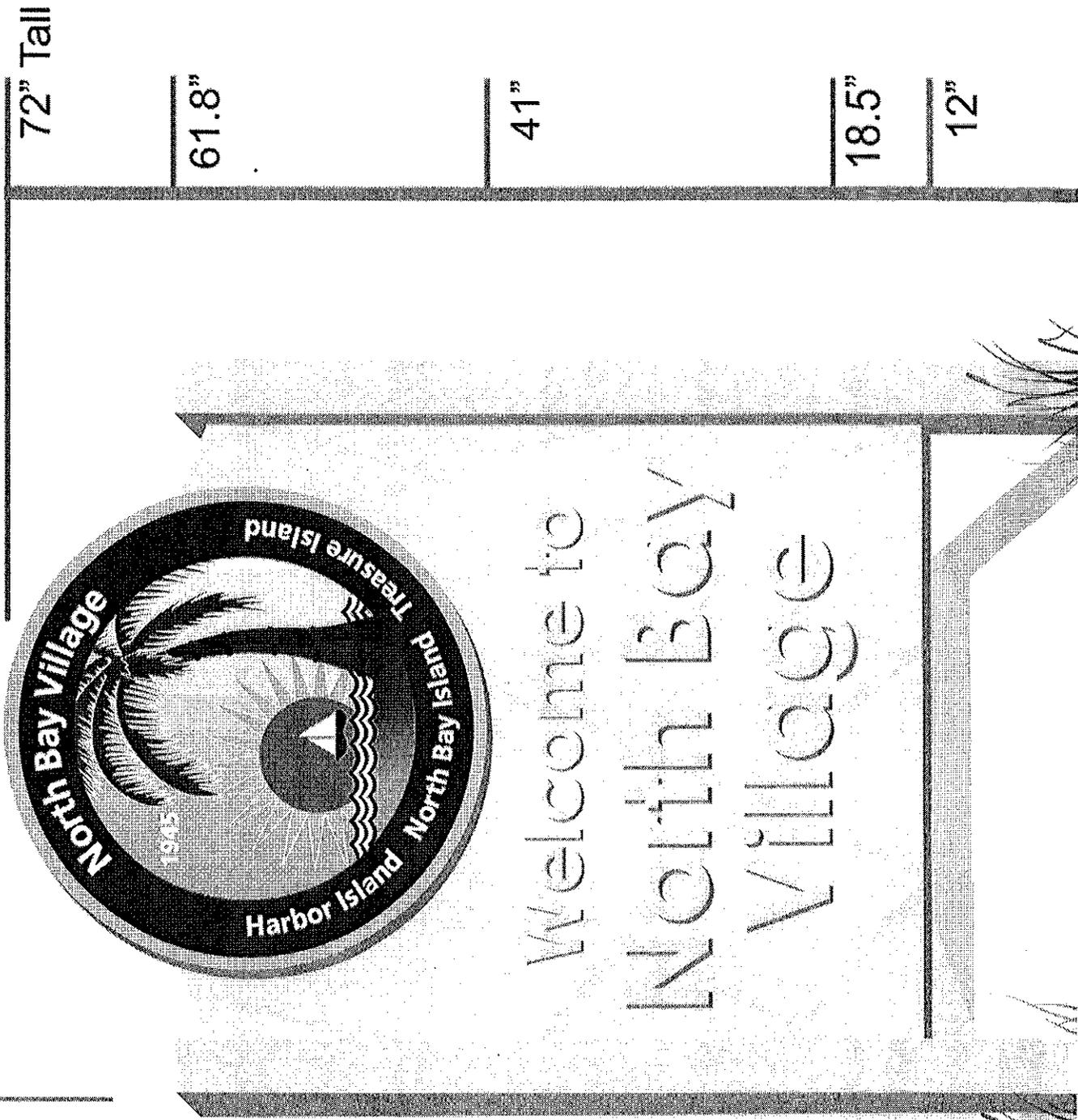


Aluminum Sheet
PVC 1" letters pinned to surface
PVC Circle with graphics
and raised letters to create
3D effect.
Square poles 4"
Height: 72"
Width: 48" overall

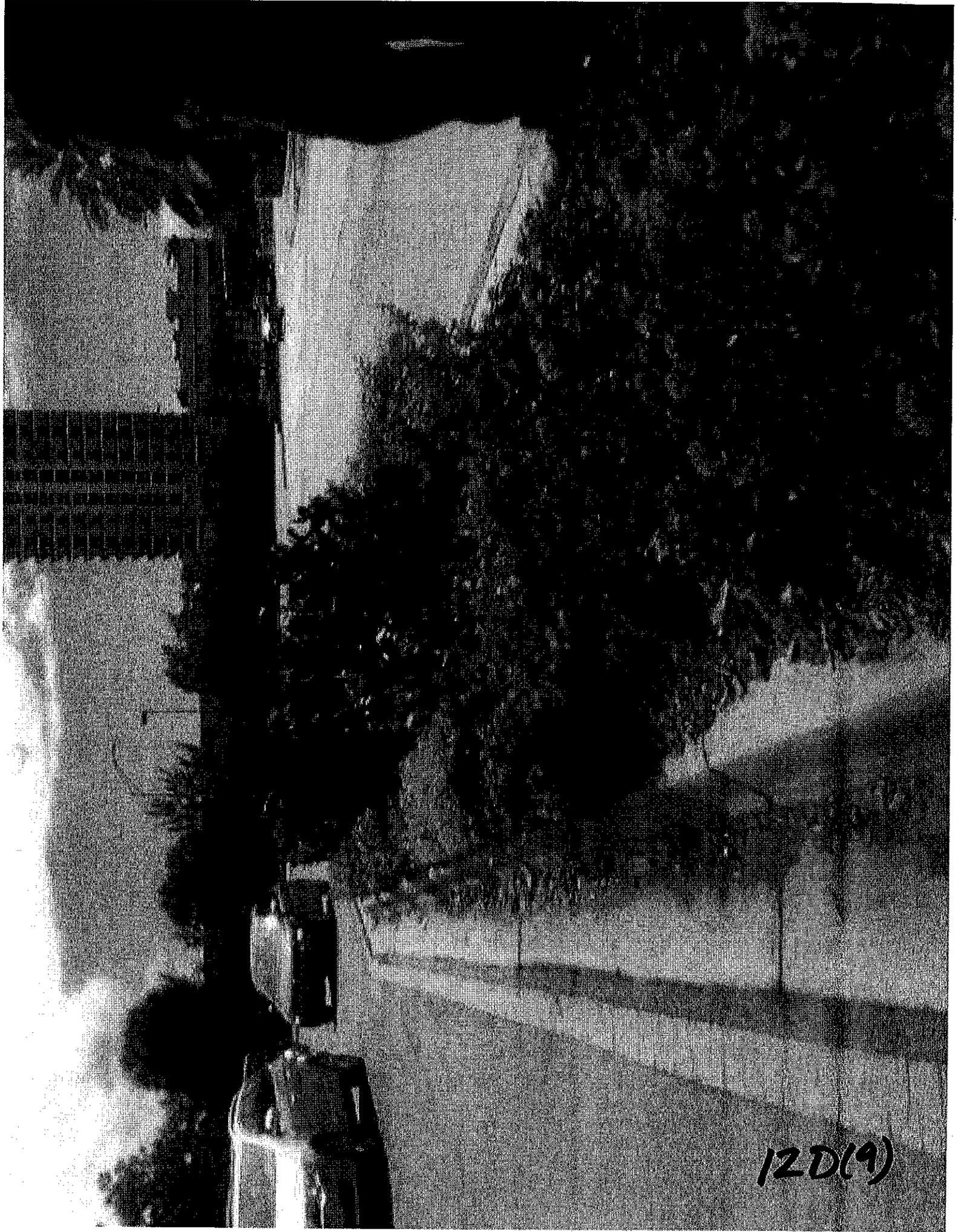
Production Time:
5-7 days

Installation:
2-4 days

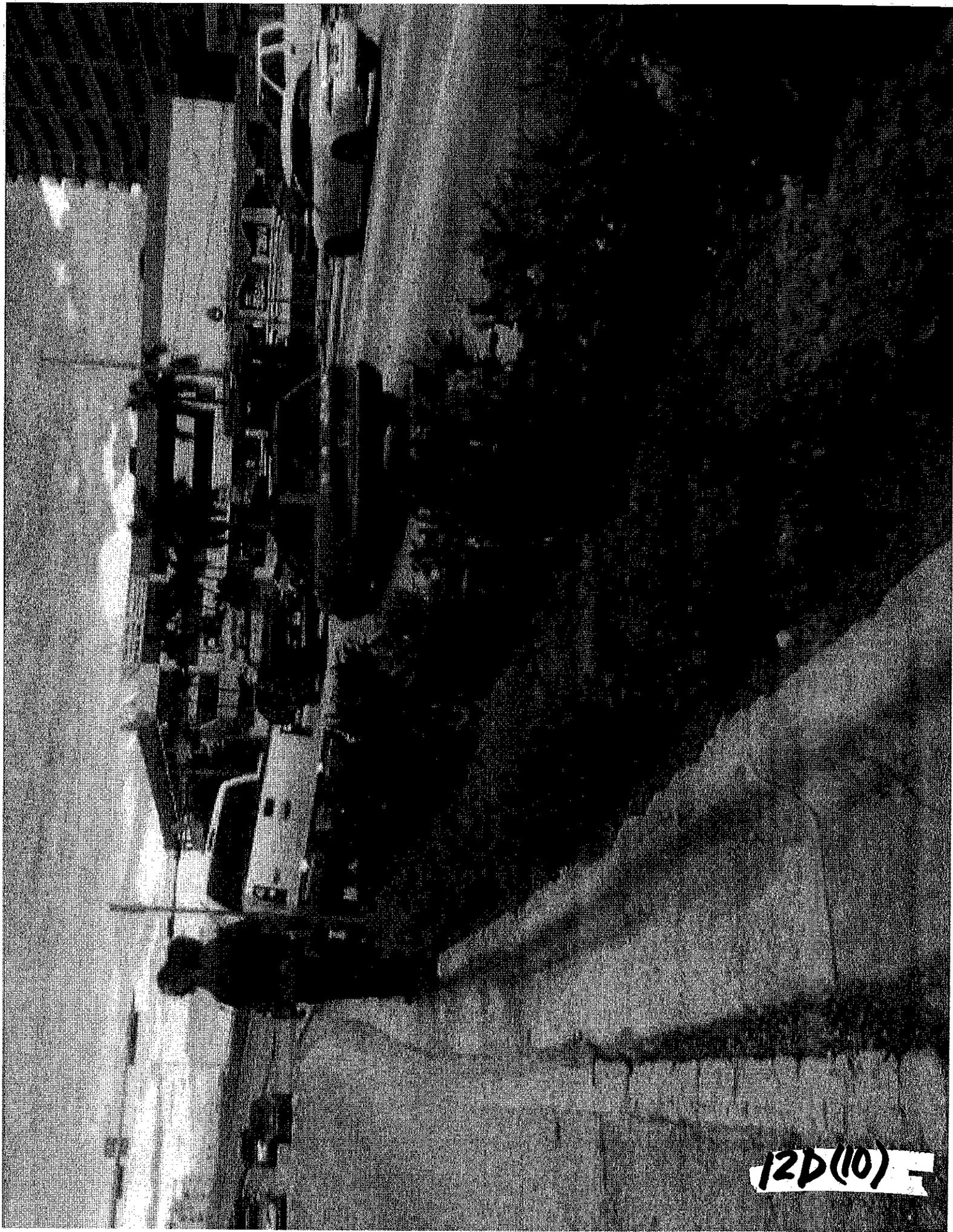
48" Wide



12D(8)



12D(9)



12D(10)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: November 26, 2013

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

PRESENTED BY STAFF:

Rodney Carrero-Santana, PE, LEED AP
Interim Public Works Director
Through
Frank Rollason
Village Manager 

SUBJECT: Ratification of Emergency Approval of Purchase Order to Envirowaste Services Group, Inc. to provide Smoke Testing of the Sanitary Sewer System - Emergency Testing

RECOMMENDATION:

It is recommended that the Village Commission ratify the action taken by the Village Manager in hiring Envirowaste Services Group, Inc. to provide a Village Wide Smoke Test of the gravity sewers to determine the location(s) of ground water inflow and infiltration (I/I) of the sanitary sewer system and delivery of the test data to Kimley-Horn and Associates, Inc. (Village Engineering Consultants).

North Bay Village has hired Envirowaste Services Group, Inc. to perform the testing on an emergency procurement basis to provide design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes for this specific testing project.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

IZE(1)

BACKGROUND:

Based upon the requirements of Miami-Dade Department Environmental Resource Management (DERM) Consent Decree agreement with North Bay Village, the Village is required to perform a complete flow monitoring analysis of the Village's sanitary sewer system to identify areas of the Village subject to inflow and infiltration (I/I). This testing is time sensitive since we must measure the I&I flow to establish the composition of the effluent being sent to MDWASD; is it purely wastewater flow or is it ground water with the wastewater flow? **TOTAL TESTING RESULTS WERE DUE TO DERM OVER TWO YEARS AGO! THEY ARE WILLING TO WORK WITH US TO RESOLVE THIS OUTSTANDING REPORTING ISSUE IF THE VILLAGE EXPEDITES THE PROCESS WHEREVER POSSIBLE – THUS THE BASIS OF TREATING THIS ON AN EMERGENCY BASIS. LACK OF PROVIDING THIS INFORMATION IMMEDIATELY, ALONG WITH AN ACCEPTABLE MITIGATION PLAN, COULD RESULT IN DERM IMPOSING A BUILDING MORATORIUM ON THE VILLAGE.**

Inflow/Infiltration (I/I) is storm water or groundwater that enters the Village's separate sanitary sewer system, which is designed and intended to handle solely wastewater. Excessive I/I in the sanitary sewer system can lead to excessive processing and load on to the Village sanitary sewer system which is divided into seven (7) basins. The Village **MUST** perform this test in all of the basins Village wide.

The data analysis will consist of identifying main points of infiltration that may be at the sewer lateral connections of the residents or within the main sewer lines themselves.

Systems are considered by the Miami-Dade County Department of Environmental Resources Management (DERM) to have potentially excessive Inflow/Infiltration (I/I) if the I/I rates exceed 5,000 gallons per day/inch-dia-mile (gpd/idm) including laterals (total pipe). The 5,000 gpd/idm rate is the threshold above which DERM requires further investigation.

BUDGETARY IMPACT:

The total cost for performing the Village Wide Smoke Test of the gravity sewers up to 60", provide reflective cones, arrow board for maintenance of traffic, photographic documentation, provide Light Duty truck with employees and delivery of the smoke data to Kimley-Horn and Associates, Inc. (Village Engineering Consultants) is \$11,400.00. Funding has been identified as available in the current FY 2014 Fiscal Year Approved Budget.

12E(2)

MEMO TO CITY COMMISSION
NOVEMBER 26, 2013
PAGE 2 OF 2

PERSONNEL IMPACT:

Public works personnel will monitor the smoke testing.

CONTACT:

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

12E(3)



North Bay Village

Administrative Offices

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

MEMORANDUM

North Bay Village

DATE: November 27, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND RATIFYING THE ENGAGEMENT OF ENVIROWASTE SERVICES GROUP, INC. TO PROVIDE SMOKE TESTING OF THE SANITARY SEWER SYSTEM AS REQUIRED BY CONSENT AGREEMENT BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY; WAIVING PURCHASING REQUIREMENTS PURSUANT TO SECTION 36.25(I) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, "EMERGENCY PROCUREMENT"; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE WORK ORDER; RATIFYING THE VILLAGE MANAGER'S EXECUTION OF THE WORK ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

IRE(4)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND RATIFYING THE ENGAGEMENT OF ENVIROWASTE SERVICES GROUP, INC. TO PROVIDE SMOKE TESTING OF THE SANITARY SEWER SYSTEM AS REQUIRED BY CONSENT AGREEMENT BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY; WAIVING PURCHASING REQUIREMENTS PURSUANT TO SECTION 36.25(I) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, "EMERGENCY PROCUREMENT"; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE WORK ORDER; RATIFYING THE VILLAGE MANAGER'S EXECUTION OF THE WORK ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village is required to evaluate the Sewer Pump Stations to quantify the waste water entering the system; and

WHEREAS, Envirowaste Services Group, Inc. has performed similar services for the Village within the past year; and

WHEREAS, the Village and the Contractor have negotiated a Work Order for the Contractor to provide the Village Wide Smoke Test of the gravity sewers to the magnitude of ground water inflow and infiltration of the Sanitary sewer system; and

WHEREAS, the smoke test is required as part of the action plan required in the Consent Decree between the Village and Miami-Dade County Department of Environmental Resources Management (DERM); and

WHEREAS, failure to provide the action plan of which the smoke test is a part of in the time constraints imposed by DERM will result in the Village being placed on a sewer moratorium; and

12E(5)

WHEREAS, Section 36.25(I) of the Village's Purchasing Procedures authorizes the Village Manager to make emergency procurements; and

WHEREAS, the staff finds that it's in the best interest of the safety and welfare of the community to approve the emergency procurement.

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

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

Section 2. Approval of Work Order: The Work Order for the provision of Smoke Testing services by Envirowaste Services Group, Inc., attached hereto and incorporated herein, as Exhibit "1", is hereby approved, together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Waiver of Competitive Bidding. Competitive bidding for the award of this Work Order to Envirowaste, is waived pursuant to Section 36.25(I) of the Village Code.

Section 4. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Order.

Section 5. Execution of the Work Order. The Village Manager's execution of the Work Order on behalf of the Village is ratified and the Village Manager is authorized to execute any additional required agreements and/or documents to implement the terms and conditions of the Work Order, subject to the approval as to form and legality by the Village Attorney.

Section 6. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds in an amount not to exceed \$11,400 to implement the terms and conditions of the Work Order.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th 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:**

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

12E(7)

Rodney Carrero-Santana

From: julio.fojon@envirowastesg.com <julio.fojon@gmail.com>
Sent: Wednesday, November 27, 2013 11:25 AM
To: Rodney Carrero-Santana
Subject: Smoke testing

Mr Carrero Santana

In reference the smoke testing PO we will honor the prices for a full year. If you need anything from us please let me know

Regards

Julio Fojon

1ZE(8)

ENVIROWASTE SERVICES GROUP, INC.

SPECIFIC WORK ORDER
BETWEEN

ENVIROWASTE SERVICES GROUP, INC.

(THE "CONSULTANT")
AND

North Bay Village

Site: NBV City -Wide

Att: Rodney Carrero Santana

The parties to this Specific Work Order are parties to this Professional Services dated July 5, 2013 .

RE: Smoke Testing 30k If

-Smoke Test gravity sewers up to 60"
Reflective Cones
Arrow Board
Light Duty truck with employees

\$11,400.00

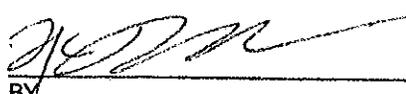
*******Note: 1. This price is only good for 30 days**

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on _____ **IN WITNESS WHEREOF**, the parties have duly executed this Specific Work Order as of the day and year first above written. The fees, cost or prices for the work proposed shall expire thirty (30) days from the date first above written.

"CLIENT"

"CONSULTANT"

ENVIROWASTE SERVICES GROUP, INC.
A Florida Corporation



Julio A. Fojon
EnviroWaste Services Group, Inc

BY
VILLAGE MANAGER
TITLE

Director
TITLE

11/19/13
DATED

07/06/2013
DATED



Headquarters: 4 S.E. 1st Street, Miami, FL 33131 * (877) 637-9665 * F (305) 637-9659 *

Offices: Miami, FL * Orlando, FL * Dallas, TX

www.envirowastesg.com * Email: Julio.fojon@envirowastesg.com

12E(9)



**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: November 26, 2013

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

PRESENTED BY STAFF:

Rodney Carrero-Santana, PE, LEED AP
Interim Public Works Director
Through
Frank Rollason
Village Manager

SUBJECT: Approval of Change Order #14 for additional funding to change order #12 to Metro Equipment Service, Inc.

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under the agreement with Metro Equipment Service, Inc. ("Metro") and approve a Resolution approving Change Order #14 with Metro for additional funding to change order #12 placing out of service the 12" sewer force main at a cost of \$15,988.44 and extend the contract time of six months from December 15, 2013 up to June 15, 2014.

Upon several meetings with the City of Miami Beach, Mr. Fink, Assistant Public Works Director of Miami Beach, requested that our contractor remove a valve and additional piping in order to allow the work to proceed. This increased the original scope of work. North Bay Village has analyzed and negotiated with Metro the revised quote and is presenting the change in scope to the commission for additional funding.

RF(1)

**MEMO TO CITY COMMISSION
NOVEMBER 26, 2013
PAGE 2 OF 3**

BACKGROUND:

On September 5, 2006, the voters of the City of North Bay Village (the "City") approved a capital improvement project for the replacement of the Biscayne Bay Sewer Force Main; and in Resolution No. 2009-75 the City Commission approved a Design-Build Agreement with Metro for the Force Main Rehabilitation Design-Build Project (the "Project") for approximately \$4,457,012.00. In April of 2010, by adoption of Resolution No. 2010-33, the City Commission approved an amendment to the Design Build Agreement pertaining to monetary Change Orders 1 through 4 representing an increase of \$162,322.80.

In September and December of 2010, Change Orders 5 through 7 (No. 5 piping deduction of \$14,850.00, No. 6 additional asphalt for \$2,910.00, and No. 7 time extension) were approved by the City Manager, which resulted in an overall deduction of the Contract Price.

In May 2011, the City Commission approved Resolution 2011-20 approving Change Order No 8 to extend the Contract Time to June 30, 2011 and increase the Contract Price for an additional \$114,666.28 due to additional roadway and landscaping restoration work associated with installing the City's force main into the streets in the City of Miami increasing the total Contract Price to \$4,722,061.08. Completion of the project has been delayed due to permitting procedures and inspections for the Flow Meter required to measure the City's wastewater flow at the point of connection, which has resulted in the need to extend the Contract Time to August 12, 2011 at no additional cost.

In July 26, 2011, the City Commission approved Resolution No. 2011-34 approving Change Order No. 9 for the additional Contract Time through August 12, 2011.

Resolution No. 2011-34 authorized the City Manager to extend the Contract Time and Change Order No. 10 extended the Contract Time through April 12, 2012 in order to address additional requirements imposed by Miami-Dade County.

Resolution No. 2012-01 approved on January 10, 2012 authorized Change Order No. 11 to provide additional milling, resurfacing, and pavement markings of 21,356 square feet of area from North Treasure Drive to Kennedy Causeway at a cost of \$38,777.64;

Resolution No. 2012-37 approved on September 13, 2012 authorized change Order No. 12 to expand the scope of services under the agreement with Metro and approve to

12F(2)

MEMO TO CITY COMMISSION

NOVEMBER 26, 2013

PAGE 3 OF 3

place the 12" sewer force main out of service at a cost of \$159,355.00 and to extend the Contract Time through December 15, 2013 to allow adequate time to complete the sewer force shut down and for the anticipated completion of the 12" force main extension for the City Hall pump station;

Resolution No. 2013-11 approved on February 12, 2013 authorized change Order No. 13 to to expand the scope of services under the Agreement with Metro and approve Change Order No. 13 to provide construction services associated with connecting the City Hall Pump Station to the Village's new Force Main System at a cost of \$225,059.00.

BUDGETARY IMPACT:

The funds for Change Order #14 for placing the 12" sewer force main out of service are available from Capital Improvement budget.

The project cost for change order #12 is \$159,355.00 plus the cost for change order #14 is \$15,998.44, for a total amount of \$175,353.44 to place the 12" sewer force main out of service.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the construction administration services to monitor the contractor during the project.

CONTACT:

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

12F(3)



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: November 27, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE DESIGN BUILD AGREEMENT BETWEEN THE VILLAGE AND METRO EQUIPMENT SERVICE, INC. FOR PLACING THE 12" SEWER FORCE MAIN OUT OF SERVICE AND EXTENDING THE CONTRACT TIME; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CHANGE ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE. THE TERMS OF THE WORK ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK ORDER; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

12F(4)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE DESIGN BUILD AGREEMENT BETWEEN THE VILLAGE AND METRO EQUIPMENT SERVICE, INC. FOR PLACING THE 12" SEWER FORCE MAIN OUT OF SERVICE AND EXTENDING THE CONTRACT TIME; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CHANGE ORDER; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, at a Special Election held on September 5, 2006, the voters of the City of North Bay Village (the "City") approved a capital improvement project for the replacement of the Biscayne Bay Sewer Force Main; and

WHEREAS, in Resolution No. 2009-75 the City Commission approved a Design-Build Agreement with Metro Equipment Service, Inc. ("Metro") for the Force Main Rehabilitation Design-Build Project (the "Project") for approximately \$4,457,012.00; and

WHEREAS, in April of 2010, by adoption of Resolution No. 2010-33, the City Commission approved an amendment to the Design Build Agreement (the "Agreement") pertaining to monetary Change Orders 1 through 4 representing an increase of \$162,322.80; and

WHEREAS, in September and December of 2010, Change Orders 5 through 7 (No. 5 piping deduction of \$14,850.00, No. 6 additional asphalt for \$2,910.00, and No. 7 time extension) were approved by the City Manager which resulted in an overall deduction of the Contract Price; and

WHEREAS, in May 2011, the City Commission approved Resolution 2011-20 approving Change Order No. 8 to extend the Contract Time to June 30, 2011 and increase the Contract Price for an additional \$114,666.28 due to additional roadway and landscaping restoration work associated with installing the City's force main into the streets in the City of Miami increasing the total Contract Price to \$4,722,061.08; and

WHEREAS, on July 26, 2011, the City Commission approved Change Order No. 9 for additional Contract Time through August 12, 2011, in order to address permitting and inspection issues; and

WHEREAS, the City Commission approved Resolution No. 2011-34 authorizing the City Manager to extend the Contract Time through April 12, 2012 in order to address additional requirements imposed by Miami-Dade County; and

WHEREAS, on January 10, 2012, the City Commission approved Resolution No. 2012-01 approving Change Order No. 11 expanding the scope of services under the Agreement to provide additional milling, resurfacing, and pavement markings of 21,356 square feet of area from North Treasure Drive to Kennedy Causeway at a cost of \$38,777.64; and

WHEREAS, on September 11, 2012, the City Commission approved Resolution No. 2012-37 approving Change Order No. 12 expanding the scope of services under the Agreement to place the 12" sewer force main out of service at a cost of \$159,355 and to extend the Contract Time through December 15, 2013 to allow adequate time to complete the sewer force shut down and for the anticipated completion of the 12" force main extension for the City Hall pump station; and

WHEREAS, on February 12, 2013, the City Commission approved Resolution No. 2013-11 approving Change Order No. 13 to provide construction services associated with connecting the Village Hall Pump Station to the Village's new Force Main System at a cost of \$225,059; and

WHEREAS, the Village desires to expand the scope of services under the Agreement with Metro and approve Change Order No. 14 to provide additional funding to Change Order No. 12 (\$159,335) to place the 12" Sewer Force Main out of service at a cost of \$15,988.44 and extend the contract time until June 15, 2014.

WHEREAS, the Village Manager and the Public Works Director have reviewed the attached Change Order, determined it is acceptable and consistent with the current contract, and recommends approval of the proposed change order.

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

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

Section 2. Approval of Change Order. That Change Order No. 14 to the Design-Build Agreement between the Village and Metro Equipment Service, Inc, providing additional funding to implement Change Order No. 12 to place the 12" Sewer Force Main out of service at an additional cost of \$15,988.44 and extending the contract time to June 14, 2014, a copy of which is attached as Exhibit "1," together with such 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/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Change Order.

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th day of December 2013.

Connie Leon-Kreps, Mayor

12F(8)

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

City of North Bay Village Resolution: Metro Equipment-Change Order No. 14- Placing 12" Sewer Force Main Out of Service.

Metro Equipment Service, Inc.

Cost Breakdown

Owner: North Bay Village
 Project: RFP 2009-03
 Desc: FM Rehab Design Build
 Additional work to Change Order No. 12
 Date: 10/22/2013
 Notes: 72nd Street & Harding Avenue

Labor: \$ 4,463.69
 Equipment: \$ 1,723.49
 Sub-Cont: \$ 4,400.00
 Material: \$ 3,413.30
 Mobilization/MOT \$ 1,100.00
 Diesel \$ 887.86
 Subtotal \$ 15,988.44
 Total: \$ 15,988.44

LABOR									
Employee Classification	Days	Hours	OT	Rate	Subtotal	Labor Burden	Total		
Supervisor	1.7	8	1	\$ 82.50	\$ 1,009.38	\$ 632.17	\$ 1,641.55		
Trackhoe Op	1.7	8	1	\$ 20.00	\$ 323.00	\$ 202.29	\$ 525.29		
Loader Operator	1.7	8	1	\$ 20.00	\$ 323.00	\$ 202.29	\$ 525.29		
Pipelayer	1.7	8	1	\$ 22.00	\$ 355.30	\$ 222.52	\$ 577.82		
Laborer	1.7	8	1	\$ 15.00	\$ 242.25	\$ 151.72	\$ 393.97		
Laborer	1.7	8	1	\$ 15.00	\$ 242.25	\$ 151.72	\$ 393.97		
						\$ 405.79	\$ 405.79		
Total							\$ 4,463.69		

EQUIPMENT							
DESCRIPTION	HOURS	Monthly RATE	HRLY RATE	OPER COST	TOTAL HRLY	TOTAL	
John Deere 225	14	\$ 6,220.00	\$ 35.34	\$ 3.53	\$ 38.86	\$ 544.25	
Volvo L 70 E	14	\$ 4,081.00	\$ 23.19	\$ 2.32	\$ 25.51	\$ 357.09	
JD 310 D	14	\$ 2,301.00	\$ 13.07	\$ 1.31	\$ 14.38	\$ 201.34	
Water Truck	14	\$ 2,500.00	\$ 14.20	\$ 1.42	\$ 15.63	\$ 218.75	
Hose	14	\$ 100.00	\$ 0.57	\$ 0.08	\$ 0.63	\$ 8.75	
Air Compressor	14	\$ 773.00	\$ 4.39	\$ 0.44	\$ 4.83	\$ 67.64	
Saw	14	\$ 412.00	\$ 2.34	\$ 0.23	\$ 2.58	\$ 36.05	
Pump	14	\$ 1,310.00	\$ 7.44	\$ 0.74	\$ 8.19	\$ 114.83	
Roller	14	\$ 2,000.00	\$ 11.36	\$ 1.14	\$ 12.50	\$ 175.00	
Total						\$ 1,723.49	

12 F(11)

SUBCONTRACTORS

DESCRIPTION	QTY	U/M	\$	SUB TOT	MARKUP	TOTAL
Sidewalk Restoration	100	SY	\$ 8.00	\$ 600.00	\$ 60.00	\$ 660.00
Curb Restoration	25	LF	\$ 14.00	\$ 350.00	\$ 35.00	\$ 385.00
Vector Truck	8	HRS	\$ 175.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
Vector Truck Disposal	1	LS	\$ 300.00	\$ 300.00	\$ 30.00	\$ 330.00
Landscaping/Trees	1	LS	\$ 450.00	\$ 450.00	\$ 45.00	\$ 495.00
Hauling	3	Load	\$ 300.00	\$ 900.00	\$ 90.00	\$ 990.00
Total						\$ 4,400.00

MATERIAL

DESCRIPTION	QTY	U/M	\$	TAX	SUBTOT	MARKUP	TOTAL
12" DIP FM	20	LF	\$ 49.50	\$ 69.30	\$ 1,058.30	\$ 105.93	\$ 1,185.23
Sleeve w/ megakugs	2	EA	\$ 305.000	\$ 42.70	\$ 652.70	\$ 65.27	\$ 717.97
Bedding	20	Ton	\$ 25.000	\$ 35.00	\$ 535.00	\$ 53.50	\$ 588.50
Limerock/Fill	20	Ton	\$ 15.000	\$ 21.00	\$ 321.00	\$ 32.10	\$ 353.10
Floritam Sod	2	Pallet	\$ 250.000	\$ 35.00	\$ 535.00	\$ 53.50	\$ 588.50
Total						\$ 3,413.30	

Mobilization/MOT

DESCRIPTION	QTY	U/M	Days/Hrs.	RATE	SUBTOTAL	MARKUP	TOTAL
MOT	1	EA	1.7		\$ -	\$ -	N/C
Mobilization	1	LS	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Total						\$ 1,100.00	

DIESEL

DESCRIPTION	Gallons	U/M	Hours	RATE	SUBTOTAL	MARKUP	TOTAL
Diesel	15.5	EA	14	\$ 3.72	\$ 807.24	\$ 80.72	\$ 887.96
Total						\$ 887.96	

12F(12)

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 30 FM Rehab Design-Build 1700 Kennedy Causeway Suite #132 North Bay Village, FL 33141	CHANGE ORDER #: CHANGE ORDER DATE: PROJECT #s: DATE OF CONTRACT: FOR:	12 07/25/2012 RFP 2009-03 10/27/2009
TO: Metro Equipment Service, Inc. 7171 SW 62 Ave., Suite 502 Miami, FL 33143		

The Contract is changed as follows:

12" Force Main Place Out Of Service
 See attached proposal

The original Contract Sum was	\$4,457,012.00
The net change by previously authorized Change Orders is	\$303,826.72
The Contract Sum prior to this Change Order was	\$4,760,838.72
The Contract Sum will be increased by this Change Order in the amount of	\$159,355.30
The new Contract Sum including this Change Order will be	\$4,920,194.02
The Contract Time will be increased by Two-hundred one days	612 days.
The date of Substantial Completion as of this Change Order therefore is	12/15/2013

Not valid until signed by all parties below.

Kimley Horn & Asc. ARCHITECT 5200 NEW 33 Ave., Suite 109 ADDRESS Ft. Lauderdale, FL 33309	Metro Equipment Service, Inc. CONTRACTOR 7171 SW 62 Ave., Suite 502 ADDRESS Miami, FL 33143	City of North Bay Village OWNER 1700 Kennedy Causeway Suite #132 ADDRESS North Bay Village, FL 33141
BY (Signature) Stefano Viola, P.E. (Typed Name) DATE 9/6/12	BY (Signature) Abbey Fiallo (Typed Name) DATE 9-6-12	BY (Signature) Sam Zamacona, E.I. (Typed Name) DATE

12F(13)

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: 30 FM Rehab Design-Build 1700 Kennedy Causeway Suite #132 North Bay Village, FL 33141	CHANGE ORDER #: 13
TO: Metro Equipment Service, Inc. 7171 SW 62 Ave., Suite 502 Miami, FL 33143	CHANGE ORDER DATE: 06/13/2013
	PROJECT #s: RFP 2009-03
	DATE OF CONTRACT: 10/27/2009
	FOR:

The Contract is changed as follows: 8" FM from Pump Station to 16"x8" Tee tie-in.

The Contract Time will be increased by Two hundred-one days The date of Substantial Completion as of this Change Order therefore is 612 days
 Substantial Completion as of this Change Order therefore is 12/16/2013

The original Contract Sum was	\$4,457,012.00
The net change by previously authorized Change Orders is	\$303,826.72
The amount of change orders to be done (Change Order 12)	\$159,355.30
The Contract Sum prior to this Change Order was	\$4,920,194.02
The Contract Sum will be increased by this Change Order in the amount of	\$224,597.22
The new Contract Sum including this Change Order will be	\$5,144,791.24

Not valid until signed by all parties below.

<u>Kimley Horn & Asc.</u> ARCHITECT 5200 NEW 33 Ave., Suite 109 ADDRESS Ft. Lauderdale, FL 33309	<u>Metro Equipment Service, Inc.</u> CONTRACTOR 7171 SW 62 Ave., Suite 502 ADDRESS Miami, FL 33143	<u>City of North Bay Village</u> OWNER 1700 Kennedy Causeway Suite #132 ADDRESS North Bay Village, FL 33141
<u><i>Gary R Rataj</i></u> BY (Signature) GARY R RATAJ (Typed Name)	<u><i>Abbey Fiallo</i></u> BY (Signature) Abbey Fiallo (Typed Name)	<u><i>Sam Zamacona, E.I.</i></u> BY (Signature) Sam Zamacona, E.I. (Typed Name)
DATE <u>7/1/13</u>	DATE <u>6-20-13</u>	DATE _____

12FU5

PROPOSAL FORM

The following Proposal form is presented to assist the Owner in evaluating the costs. In the event of discrepancy, the Total Proposal Amount will govern. Payment shall be made for the items listed on the Proposal form on the basis of the work actually performed and completed. Upon acceptance, this Proposal will be subject to the Terms and Conditions of the Contract Document for the Force Main Rehabilitation Design-Build Project (RFP #2009-03) as Change Order #12.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, MOT, Bonds & Insurance	1	LS	35,000.-	35,000.-
2.	Force main, connect to existing system	2	EA	22,000.-	44,000.-
3.	Force main, 8" C900, PVC	750 666	LF	10.-	6660.-
4.	Force main fittings, ductile iron	1 1,049	TN	10,419.-	10,419.-
5.	Force main, 8" plug valves	2	EA	3500	7,000.-
6.	Force main, air release valve	2	EA	3279.50	6,559.-
7.	Roadway and site restoration	1	LS	85,000.-	85,000.-
8.	Allowance	1	LS	\$30,000	\$30,000 29,959.22
TOTAL PROPOSAL AMOUNT				\$	<u>225,029.-</u>
TOTAL PROPOSAL AMOUNT (IN WORDS)				_____	

Total change order R
after installation → \$ 224,597.22



Metro Equipment Service, Inc.

Cost Breakdown

Owner: MDWS
 Project: NVB 8" FM tie-in Pump Sta. to 16" T
 Desc: Allowance
 Date: 6/13/2013 Requested Time Ext. 0

Labor: \$ 732.27
 Equipment: \$ 670.35
 Sub-Cont: \$ 21,171.70
 Material: \$ 185.92
 MOT Mod: \$ 7,198.97
 Subtotal: \$ 29,959.22
 Insurance: 2.5% Bond
 Total: \$ 29,959.22

LABOR						
<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Subtotal</u>	<u>Labor Burden</u>	<u>Total</u>	
Superintendent	3	\$ 35.00	\$ 105.00	\$ 61.43	\$	166.43
Superintendent		\$ 52.50	\$ -	\$ -	\$	-
Foreman		\$ 31.13	\$ -	\$ -	\$	-
Foreman		\$ 46.89	\$ -	\$ -	\$	-
Track hoe Op		\$ 28.40	\$ -	\$ -	\$	-
Track hoe Op		\$ 42.60	\$ -	\$ -	\$	-
Loader Op	4	\$ 28.40	\$ 113.60	\$ 66.46	\$	180.06
Loader Op		\$ 42.60	\$ -	\$ -	\$	-
Back Hoe Op	3	\$ 28.40	\$ 85.20	\$ 49.84	\$	135.04
Back Hoe Op		\$ 42.60	\$ -	\$ -	\$	-
Pipelayer	3	\$ 21.00	\$ 63.00	\$ 36.86	\$	99.86
Pipelayer		\$ 31.50	\$ -	\$ -	\$	-
Top Man		\$ 16.27	\$ -	\$ -	\$	-
Top Man		\$ 24.41	\$ -	\$ -	\$	-
Laborer	3	\$ 18.42	\$ 55.26	\$ 32.33	\$	87.59
Laborer		\$ 27.63	\$ -	\$ -	\$	-
Laborer		\$ 18.42	\$ -	\$ -	\$	-
Laborer		\$ 27.63	\$ -	\$ -	\$	-
Crane		\$ 35.48	\$ -	\$ -	\$	-
Crane		\$ 53.22	\$ -	\$ -	\$	-
Truck Driver		\$ 16.50	\$ -	\$ -	\$	-
Truck Driver		\$ 24.75	\$ -	\$ -	\$	-
15 % Of Labor			\$ 63.31		\$	63.31
Total					\$	732.27

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EQUIPMENT							
DESCRIPTION	SIZE	HOURS	Monthly RATE	HRLY RATE	OPER COST	TOTAL HRLY	TOTAL
JD800			\$ 25,795.00	\$ 270.00	\$ 121.85	\$ 391.85	\$ -
Hitachi 200	19.68 MT		\$ 8,335.00	\$ 88.00	\$ 38.10	\$ 126.10	\$ -
Komatsu-Pc 78	24.2 MT	4	\$ 7,308.00	\$ 41.52	\$ 39.00	\$ 80.52	\$ 322.09
Hitachi 450	45.7 MT		\$ 15,475.00	\$ 165.00	\$ 72.20	\$ 237.20	\$ -
Laser- Pipe Leveling	ALL		\$ 839.00	\$ 4.77	\$ 0.48	\$ 5.24	\$ -
Volvo L 70 C	122 HP	3	\$ 4,081.00	\$ 23.19	\$ 20.50	\$ 43.69	\$ 131.06
JD 310 D	14'3"	3	\$ 2,960.00	\$ 41.00	\$ 31.40	\$ 72.40	\$ 217.20
JD 410 D	15'10"		\$ 2,705.00	\$ 15.37	\$ 1.54	\$ 16.91	\$ -
MF Sweeper	ALL		\$ 2,458.00	\$ 13.95	\$ 1.40	\$ 15.35	\$ -
Water truck			\$ 1,846.00	\$ 10.49	\$ 1.05	\$ 11.54	\$ -
End Dump			\$ 6,000.00	\$ 38.64	\$ 3.86	\$ 42.50	\$ -
Road Plate	8 x 12		\$ 500.00	\$ 2.84	\$ 0.28	\$ 3.13	\$ -
Road Plate	8 x 20		\$ 540.00	\$ 3.07	\$ 0.31	\$ 3.38	\$ -
Cut-off Saw	ALL		\$ 362.00	\$ 2.17	\$ 0.22	\$ 2.39	\$ -
Trash Pump	3"		\$ 470.00	\$ 2.67	\$ 0.27	\$ 2.94	\$ -
Discharge Hose (3")	20'		\$ 77.00	\$ 0.44	\$ 0.04	\$ 0.48	\$ -
Suction Hose (3")	50'		\$ 78.00	\$ 0.44	\$ 0.04	\$ 0.49	\$ -
Trash Pump	8"		\$ 2,022.00	\$ 11.49	\$ 1.15	\$ 12.64	\$ -
Discharge Hose (8")	20'		\$ 265.00	\$ 1.62	\$ 0.16	\$ 1.78	\$ -
Suction Hose (8")	50'		\$ 265.00	\$ 1.62	\$ 0.16	\$ 1.78	\$ -
Air Compressor	185		\$ 773.00	\$ 4.39	\$ 0.44	\$ 4.83	\$ -
Jackhammer	35 Lbs.		\$ 294.00	\$ 1.67	\$ 0.17	\$ 1.84	\$ -
Chipping Hammer	ALL		\$ 243.00	\$ 1.38	\$ 0.14	\$ 1.52	\$ -
Light Tower	8 KW		\$ 913.00	\$ 5.19	\$ 0.52	\$ 5.71	\$ -
Rock Box	9 cy		\$ 1,160.00	\$ 6.70	\$ 0.67	\$ 7.38	\$ -
Trench Box	8 X 16		\$ 1,425.00	\$ 8.10	\$ 0.81	\$ 8.91	\$ -
Trench Box	8 X 20		\$ 1,744.00	\$ 9.91	\$ 0.99	\$ 10.90	\$ -
Trench Box	8 X 24		\$ 1,882.00	\$ 10.69	\$ 1.07	\$ 11.76	\$ -
						Total	\$ 670.35

SUBCONTRACTORS							
DESCRIPTION	QTY	U/M	\$	SUB TOT	MARK UP	TOTAL	
Surveyor	5	Hrs	\$ 100.00	\$ 500.00	\$ 50.00	\$ 550.00	
Concrete cutting	1	Days	\$ 366.25	\$ 366.25	\$ 38.63	\$ 424.88	
Concrete work	1	Trips	\$ 2,400.00	\$ 2,400.00	\$ 240.00	\$ 2,640.00	
Milling & Overlay	785	SY	\$ 19.95	\$ 15,660.75	\$ 1,566.08	\$ 17,226.83	
Stripping Temp/Per	1	Ls	\$ 300.00	\$ 300.00	\$ 30.00	\$ 330.00	
						Total	\$ 21,171.70

12F(18)

RESOLUTION NO. 2012-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE DESIGN BUILD AGREEMENT BETWEEN THE CITY AND METRO EQUIPMENT SERVICE, INC., FOR PLACING THE 12" SEWER FORCE MAIN OUT OF SERVICE AND EXTENDING THE CONTRACT TIME; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CHANGE ORDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS W. KELLY)

WHEREAS, at a Special Election held on September 5, 2006, the voters of the City of North Bay Village (the "City") approved a capital improvement project for the replacement of the Biscayne Bay Sewer Force Main; and

WHEREAS, in Resolution No. 2009-75 the City Commission approved a Design-Build Agreement with Metro Equipment Service, Inc. ("Metro") for the Force Main Rehabilitation Design-Build Project (the "Project") for approximately \$4,457,012.00; and

WHEREAS, in April of 2010, by adoption of Resolution No. 2010-33, the City Commission approved an amendment to the Design Build Agreement (the "Agreement") pertaining to monetary Change Orders 1 through 4 representing an increase of \$162,322.80; and

WHEREAS, in September and December of 2010, Change Orders 5 through 7 (No. 5 piping deduction of \$14,850.00, No. 6 additional asphalt for \$2,910.00, and No. 7 time extension) were approved by the City Manager which resulted in an overall deduction of the Contract Price; and

WHEREAS, in May 2011, the City Commission approved Resolution 2011-20 approving Change Order No. 8 to extend the Contract Time to June 30, 2011 and increase the Contract Price for an additional \$114,666.28 due to additional roadway and landscaping restoration work associated with installing the City's force main into the streets in the City of Miami increasing the total Contract Price to \$4,722,061.08; and

WHEREAS, on July 26, 2011, the City Commission approved Change Order No. 9 for additional Contract Time through August 12, 2011, in order to address permitting and inspection issues; and

WHEREAS, the City Commission approved Resolution No. 2011-34 authorizing the City Manager to extend the Contract Time through April 12, 2012 in order to address additional requirements imposed by Miami-Dade County; and

WHEREAS, on January 10, 2012, the City Commission approved Resolution No. 2012-01 approving Change Order No. 11 expanding the scope of services under the Agreement to provide additional milling, resurfacing, and pavement markings of 21,356 square feet of area from North Treasure Drive to Kennedy Causeway at a cost of \$38,777.64; and

WHEREAS, the City desires to expand the scope of services under the Agreement with Metro and approve Change Order No. 12 to place the 12" sewer force main out of service at a cost of \$159,355 and to extend the Contract Time through December 15, 2013 to allow adequate time to complete the sewer force shut down and for the anticipated completion of the 12" force main extension for the City Hall pump station; and

WHEREAS, the City Manager and the Public Works Director have reviewed the attached Change Order, determined it is acceptable and consistent with the current contract, and recommends approval of the proposed change order.

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

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

Section 2. Approval of Change Order. That Change Order No. 12 to the Design- Build Agreement between the City and Metro Equipment Service, Inc, for placing the 12" sewer force main out of service at a cost of \$159,355 and extending the Contract Time to December 15, 2013, a copy of which is attached as Exhibit "1," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

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

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

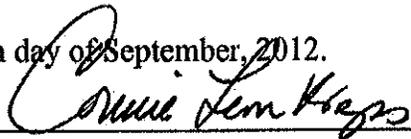
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded Vice Mayor Lin.

FINAL VOTE AT ADOPTION:

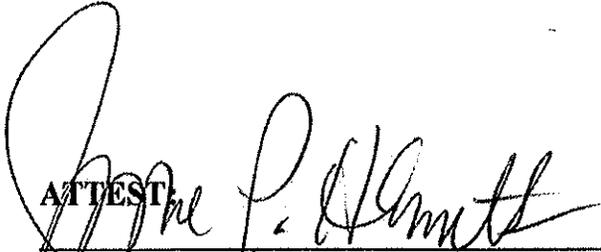
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Stuart Blumberg	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>

PASSED AND ADOPTED this 13th day of September, 2012.

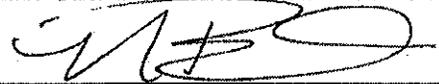


Connie Leon-Kreps
Mayor

ATTEST:


Yvonne P. Hamilton, CMC
City Clerk

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


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

City of North Bay Village Resolution: Metro Equipment-Change Order No. 12.

ORDINANCE NO. 2013-__

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE UPDATE THE PARKING REGULATIONS AND TO MODIFY REQUIREMENTS PERTAINING TO RESIDENTIAL PERMIT PARKING AREAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the North Bay Village Code of Ordinances (the "Code") provides for the creation of Residential Permit Parking Areas to address the on-street parking needs of Village residents; and

WHEREAS, the Village desires to reduce hazardous traffic conditions resulting from the use of streets within areas zoned for residential uses for the parking of vehicles by persons using districts zoned for commercial uses; and

WHEREAS, the Village desires to protect residential areas from excessive noise, trash and refuse caused by the entry of such vehicles; and

WHEREAS, the Village desires to protect the residents of residential areas from unreasonable burdens in gaining access to their residences; and

WHEREAS, the Village desires to preserve the character of these areas as residential districts; and

WHEREAS, the Village desires to promote efficiency in the maintenance of residential streets in a clean and safe condition; and

WHEREAS, the Village desires to preserve the value of residential properties; and

WHEREAS, the Village desires to preserve the safety of children and other pedestrians and traffic safety, and the peace, good order, comfort, convenience and welfare of the inhabitants of the Village; and

WHEREAS, the Village desires to amend the Code to provide procedural clarification and updates to reflect the needs of the Village and address the historical transition of parking demand and requirements;

WHEREAS, the Village finds the proposed revisions are in the best interest of the health, safety and general welfare of the residents of the Village.

12G(1)

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

Section 1. Recitals Adopted. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Village Code Amended. Chapter 70 Traffic and Parking Regulations of the Village Code is hereby amended to read as follows¹:

Chapter 70 TRAFFIC AND PARKING REGULATIONS

70.01 - Parking certain vehicles in residential areas prohibited

It shall be unlawful for any person to park a motor truck of one ton or over, wagon, passenger bus, or ~~trailer~~tray in a section of the ~~city~~Village which is zoned residential for a period of time in excess of one hour except when authorized by a written permit issued by the ~~City~~Village Manager.

§ 70.02 - Parking of boats and boat trailers prohibited.

One boat ~~of over 16 feet in length~~ may be kept, stored, or parked on private property in the front or side yard provided that:

- (1) Such boats shall at all times be kept on and secured to a transporting trailer. Such trailers shall be in good working order.
- (2) All boats shall have a valid registration decal and the boat trailer must have a current license tag and registration.
- (3) Boats and boat trailers and the place where they are kept shall be maintained in a clean, neat, and presentable condition;
- (4) Such boat shall not be used for sleeping or living quarters while kept on such premises.
- (5) No boats shall be parked in the public right-of-way.
- (6) No boats shall be kept, stored, or parked within two feet of the public right-of-way;
- (7) No repairs of boats except those of a minor nature shall be made or performed on the premises, the making of which will not tend to disturb the neighbors, especially with noise from the boat's motor;
- (8) No empty boat/water vessel trailers shall be stored in the front or side yard of the property for more than seven days;
- (9) Displaying a "for sale" sign on such boats is prohibited.

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

12G(2)

- (10) Boats and boat trailers shall not be parked parallel to the property.
- (11) Boats and trailers shall be mechanically secured to the ground upon issuance of a hurricane warning pertaining to North Bay Village

§ 70.03 - Parking prohibited when indicated by signs.

No vehicles of any kind shall be parked at any place where the ~~city~~ Village has posted signs forbidding parking, or shall park a vehicle within hours prohibited by any signs posted by the ~~city~~ Village.

When signs are erected by municipalities, no person shall park a vehicle between the hours specified on said signs. See § 30-75, Dade County Code; replacement of signs by Traffic Department of Dade County, see § 2.95.1(g), Dade County Code.

§ 70.04 - Angle, Head-in and parallel parking.

- (A) The ~~City~~ Village Manager may, by administrative order, designate portions of the public streets and ways and other public properties for angle, head-in and parallel parking of motor vehicles. Such designation shall be evidenced by posting of appropriate signs and painting lines upon the public street or way designating the boundaries of the spaces.
- (B) Where angle, head-in and parallel parking have been so designated, it shall be unlawful for the operator of a motor vehicle to cause such vehicle to be parked other than between and within the painted lines marking each parking space with no overlap or encroachment of such vehicle upon the adjacent marked space nor upon each painted line itself.
- (C) Where angle or head-in parking has been so designated, it shall be unlawful for the operator of a motor vehicle to cause such vehicle to be parked other than front end toward the curb.
- (D) Violation of this section shall be an infraction punishable by a civil penalty in the amount of \$~~25~~50.00.

§ 70.05 - Parking prohibited for certain purposes

- (A) No person shall park a vehicle upon any street for the purpose of:
 - (1) Displaying such vehicle for sale.
 - (2) ~~Washing, greasing/oil changes,~~ or repairing such vehicle, except repairs necessary in an emergency.
 - (3) Displaying advertising.
 - (4) Selling merchandise from such vehicle except in a duly established market place, or when so authorized or licensed under the ordinances of this ~~City~~ Village.

126(3)

- (5) Storage, or a junkage or dead storage for more than 24 hours. Vehicles with shattered or missing windows shall be presumed to be junkage or dead storage as herein referred to.
- (B) Violation of this section shall be a civil infraction subject to civil penalty of \$100.00. Said violation shall be subject to prosecution under the provisions of Chapter 153 of the City Village Code.
- (C) No person shall place any item that will obstruct, block, or cause to make a marked parking space unusable for parking.

§ 70.06 - Harbor Island Advisory Committee. RESERVED.

- (A) ~~Creation of advisory committee and qualification of members. In recognition of the continuing motor vehicle parking problem which exists on Harbor Island and with a view to commence and expeditiously pursue viable solutions to the problem; the Mayor and City Commission hereby establish the Harbor Island Advisory Committee (the Committee) to be composed of seven residents of the city, five of said members to be appointed directly by the City Commission, with the Mayor and each Commissioner making one (1) appointment and the sixth and seventh being appointed by majority vote of the Commission.~~
- (B) ~~Officers of the committee. The Committee shall, by majority vote, appoint a Chairperson and a Vice Chairperson.~~
- (C) ~~Designation of the Interim Manager as committee staff. The Interim Manager (Manager) shall provide staff services to the Committee. If the Committee determines that it requires professional outside assistance, said determination shall be referred to the Manager, who shall recommend to the Committee and the City Commission the ways and means of providing such assistance.~~
- (D) ~~Objectives of committee, quorum and voting.~~
 - (1) ~~The objectives of the committee are to identify the parking problem on Harbor Island and seek ways and means of improving, alleviating and solving the problem as soon as possible.~~
 - (2) ~~The committee is authorized and empowered to conduct research, recommend the engagement of outside professional assistance, hold public hearings and do such things reasonably necessary to attain its objective.~~
 - (3) ~~Upon completion of its deliberations, the committee shall present its recommendations to the City Commission.~~
 - (4) ~~The committee shall, upon the completion of its duties, be sunsetted.~~
 - (5) ~~All meetings of the Committee shall be subject to Section 286.011, Florida Statutes and be open to the public. Three members shall constitute a quorum. However, a majority vote of the full Committee shall be required on all recommendations made to the City Commission.~~

12G(4)

§ 70.07 - Residential permit parking areas.

- (A) The Village Manager has the authority to regulate the development, use and limitations of on-street parking to increase access for residents and preserve the safety of the roadways for vehicles and pedestrians utilizing various programs including implementation of Residential Parking Permit Programs, and imposition of restricted parking areas, and paid parking stations or meters.
- (BA) ~~Whenever the City Village Manager or his/her designee makes a determination that a residential area is impacted by parking issues commuter vehicles in accordance with the declaration of necessity and purpose requirements of this Chapter ordinance, he/she may initiate the creation of a residential permit parking area.~~
- (C) The following shall be considered in the determination of the need for a Residential Parking Permit Area designation:
- (1) Vehicular congestion, street maintenance requirements, traffic flow and residential accessibility, vehicular and pedestrian safety;
 - (2) The concentrations of vehicles that park all day or all evening, or that in the evening hours are driven there for the purpose of residential parking.
 - (3) The need to preserve the character of these areas as residential neighborhoods, preserve property values, and preserve the safety of children and other pedestrians.
 - (4) The promotion of efficient street maintenance.
 - (5) The ability to reduce congestion and hazardous road conditions.
 - (6) The ability of Residential permit parking regulations to promote the health, safety and welfare of the inhabitants of the Village.
 - (7) The likelihood that the establishment of a Residential Permit Parking Area will promote the availability of residential parking spaces during peak load periods.
- (B) ~~The Village Manager has the authority to utilize all means available to increase access by residents to available parking to include Parking Permit Programs, restricted parking areas, and paid parking stations or meters.~~
- (C) Based on the criteria of this Chapter, the Village Manager may develop recommendations for a Parking Area Program for geographically specific Residential Permit Parking Areas which shall include:
- (1) The properties to be included within a proposed Residential Permit Parking Area;
 - (2) Initial hours and limitations of the Residential Permit Parking Area;

126(5)

- (3) The annual parking permit fees for the proposed Residential Permit Parking Area; and
- (4) Decal requirements, including required location of the program decal.
- (D) The Village Commission shall review the Manager's recommendation and may approve the creation of a Residential Parking Area by resolution.
- (E) Upon approval of a Residential Parking Permit Area and its associated Parking Area Program, the Village Manager may designate specific days and/or hours of applicability for the Parking Area Program within each Residential Parking Permit Area, based on vehicular congestion, street maintenance requirements, traffic flow and residential accessibility and/or vehicular and pedestrian safety.

§ 70.08 — Parking Permit Programs - Notice of; issuance of permits; placement of signs.

- (A) Following the designation of a residential parking permit area by the Village Commission, the City Village Manager or his/her designee shall:
 - (1) Have courtesy notices mailed or personally delivered to every household ~~that can be reasonably established~~ within the area.
 - (2) Erect parking signs in the area indicating the times and locations where permit parking shall be permitted and clearly stating "Tow Away Zones".
 - (3) Issue the appropriate annual parking permits upon application by the owner or operator of a motor vehicle who ~~resides on~~ resides within the a property located immediately adjacent to a street or other location within the designated area.
 - (4) The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address within the designated area, phone number, make and model of the motor vehicle, a copy of his/her driver's license, a copy of the vehicle registration ~~or~~ and other pertinent documentation as determined by the Village Manager or his designee. In addition, if the applicant is a lessee, a copy of a current valid lease or a utility bill showing proof of residency shall also be made part of the application or other documentation as determined by the Village Manager or his designee.
 - (5) Upon issuance of the permit, tThe permit shall be displayed as provided in the specific Parking Area Program regulations. ~~on the lower right corner of the outside rear window of the vehicle.~~
 - (6) The City Village Manager or his/her designee shall make provisions for the issuance of temporary permits to bona fide visitors to residences within the designated residential permit parking area.

126(6)

(7) The fee for each annual parking permit and for guest parking permits shall be established by resolution of the Village Commission.

§ 70.09 - Parking in residential permit areas.

- (A) The holder of a residential parking permit that is properly displayed shall be permitted to park a motor vehicle in ~~the~~ appropriately designated parking areas spaces at all times within that district, unless otherwise noticed or posted. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be valid and displayed so as to be clearly visible to enforcement personnel. A residential parking permit shall not guarantee or reserve to the holder a parking space within the designated parking area.
- (B) A residential parking permit shall not authorize the holder of the permit to park in spaces or areas designated by law as restricted or prohibited parking (loading zones, fire hydrants, disabled, or other such regulated areas), nor shall it provides exemption from observance of any traffic regulations, ~~other than parking time limits.~~

§ 70.10 - Enforcement.

- (A) Vehicles found within a residential parking permit area during the time limits posted without a valid parking permit for that area, or otherwise in violation of this Chapter:
- (1) Shall be issued a uniform parking citation pursuant to Section 30-388.25 of the Miami-Dade County Code; and
 - (2) May be towed pursuant to Section 30-384 of the Miami-Dade County Code.

§ 70.11 - Parking permit violations.

- (A) It shall be unlawful for any person to represent that he/she is entitled to a residential parking permit when he/she is not entitled, or to hold or display such permit at any time when he/she is not entitled. Any such violation will result in actions under 70.10 and 70.12 of the North Bay Village Code of Ordinances.

§ 70.12 - Revocation of permits and penalties.

- (A) The ~~City~~ Village Manager or his/her designee is authorized to revoke the residential parking permit of any individual found to be in violation of the

126(7)

provisions of this ordinance, ~~and imposed any penalties.~~ Fees and fines shall be set by resolution.

- (B) Failure to remove a revoked permit from the vehicle within five [days] of written notice from the ~~city~~ Village shall carry the following penalties:
- (1) The violator shall not be allowed to reapply for another permit for six months.
 - (2) Once restored, if the permit holder should once again have his/her permit revoked by the ~~City~~ Village, the resident ~~would~~ shall be restricted from applying for another permit for one year.

§ 70.13 – Exemptions.

- (A) Vehicles bearing valid handicapped license plates issued by the department of motor vehicles ~~and displaying the internationally accepted wheelchair symbol,~~ or displaying a valid handicapped parking permit, or disabled veteran motor vehicle license plate are exempt from the requirements of this ordinance.
- (B) Vehicles owned by companies authorized by the Village Commission as part of a point-to-point car sharing program.

* * *

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

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

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

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

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

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THE VOTES WERE AS FOLLOW:

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

APPROVED ON FIRST READING during a regular session of the Village Commission of North Bay Village this ____ day of _____.

FINAL VOTE ON ADOPTION:

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

PASSED AND ENACTED by the Village Commission of North Bay Village, Florida, this ____ day of _____.

Connie Leon-Kreps
Mayor

Yvonne Hamilton, Village Clerk, CMC

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

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

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North Bay Village

Administrative Offices

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

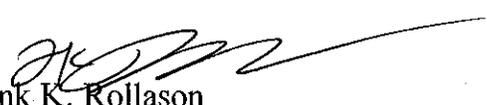
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: November 27, 2013

TO: Yvonne P. Hamilton
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 NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE UPDATE THE PARKING REGULATIONS AND TO MODIFY REQUIREMENTS PERTAINING TO RESIDENTIAL PERMIT PARKING AREAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:ypb

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

126(10)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 3, 2013

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Dock & Marine Construction – Repair of Seawall/Dr. Paul Vogel Park

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution awarding a contract to Dock and Marine Construction located at 752 NE 79th Street, Miami, FL 33138 on an Emergency Basis for the repair of the Seawall in Dr. Paul Vogel Park, a property of North Bay Village, in an amount not to exceed \$67,765.00 per quote received on February 8, 2012.

BACKGROUND:

The seawall in Dr. Paul Vogel Park has gradually been deteriorating since the Village acquired the property for a community park and has now deteriorated to the point of creating a critical safety concern. I am declaring the condition of this seawall a public safety hazard based upon the attached letter I received from our Interim Public Works Director. His evaluation highlights the deteriorating condition of the seawall and describes it as a “safety hazard for the general public . . . “ As such, I have the power to ‘make an emergency procurement of goods and services with such competition as is practicable under the circumstances.’

124(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Recognizing that the Village has a responsibility to maintain its property in a safe and non-hazardous condition, it requested quotes to perform the required repairs in January of 2012, to which four (4) responses were received. The only work performed as a result of the request for quotes is that one of the bidders, Dock and Marine Construction, was directed to go forward and secure the required permits to perform the scope of work – which they did and for which they were paid for obtaining said required permits. The required permits are still in full force and effect and will allow the actual construction work to be accomplished. In early November, the Interim Director of Public Works contacted all four bidders to determine if they would still honor their bid quotes. Two of the four (Dock and Marine Construction and Bunnell Foundation, Inc.) responded that they would honor their quotes through December 2013. The other two bidders (Kearns Construction and Construction Group Corporation) did not respond to our request as to whether or not they would still honor their original quotes. Of the four quotes, the bid from Dock and Marine Construction was the lowest responsive bid. It is the desire of the Administration to move forward rapidly to mitigate the immediate threat to life and safety for our residents. Also, it is important to note that part of the funding is a FIND Grant which will expire in September 2014 if **ALL WORK IS NOT COMPLETED BY THAT TIME**. In addition, two of the required permits to perform this work will expire in 2014 – one in April and one in May.

BUDGETARY IMPACT:

The Project is fully funded with a combination FIND Grant in the amount of \$35,167.00 of which the Village must match 50% (\$35,168.00). The Village's matching portion is fully funded by a Parks Impact Fee appropriation previously approved by the Commission at the time of the FIND Grant award.

PERSONNEL IMPACT:

Public Works personnel will monitor the construction work.

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

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Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

**Dock & Marine Construction,
Inc.**
752 N.E. 79th Street
Miami FL, 33138
O:305-751-9911



WWW.DOCKANDMARINE.NET
glarson@dockandmarine.net

CONSTRUCTION CONTRACT

DATE	ESTIMATE #
2/8/2012	2010 #371

CUSTOMER / ADDRESS

Attn: Sam Zamacona
City of North Bay Village
Park seawall at:
7920 W Drive
samzamacona@nbvillage.com

DESCRIPTION	QTY	TOTAL
We agree to furnish all labor, equipment, licensing, materials and insurance including federally required Jones Act and USL&H workmans comp as necessary to complete the following work.		
We agree to furnish engineered drawings, City, Dade County DERM, State DEP, and ACOE permits as required including permit fees. (excludes variance work and or land leases) Owner must supply property survey. Does not include any type of mitigation(coral rock boulders or contribution to the BBEETF) that DERM may require unless stated otherwise	1	11,470.00
Mobilize barge crane tug and crew to jobsite	1	1,100.00
Remove and dispose of existing seawall cap (New cap to be removed with care, according to Environmental Permit Requirements)	1	5,400.00
Furnish and drive 17 new batter piling	17	18,020.00
Piling to be driven according to engineers specifications, engineers piling certification to be provide upon completion		0.00
Cut piling and expose core wire as directed by engineer	17	1,105.00
Install #6 dowels into existing seawall panels with DOT epoxy 12" min penetration 12" on center	160	4,480.00
Paint all exposed surfaces where old concrete is to intersect new concrete with sika 2 part bonding agent	1	3,740.00
Form and pour 160 linear feet of new steel reinforced seawall cap, final finish to be light broom	160	31,040.00
Concrete mix to be 5000 psi with DCI corrosion inhibitor added.		
Jobsite to be left clean and free of debris. Materials shall be stored on barge, Fence removal included, fence replacement is not included. Sod and landscaping is not included. Removal of old wall is not included. No electrical work shall be included.		
Seal all existing pilasters (joint of king piling and seawall panel) and any cracks in wall with hydraulic cement	16	2,880.00
The above work to be completed for the sum of \$79,235.00 payable \$10,000.00 deposit, \$10,000.00 upon commencement, \$16,000.00 when the piling are driven, \$30,000.00 due when the cap is poured, and the balance due when the job is finished. (owner may retain 5% until permit final is obtained)		

TOTAL

12H(4)

Dock & Marine Construction,
 Inc.
 752 N.E. 79th Street
 Miami FL, 33138
 O:305-751-9911



WWW.DOCKANDMARINE.NET
 glarson@dockandmarine.net

CONSTRUCTION CONTRACT

DATE	ESTIMATE #
2/8/2012	2010 #371

CUSTOMER / ADDRESS

Attn: Sam Zamacona
 City of North Bay Village
 Park seawall at:
 7920 W Drive
 samzamacona@nbvillage.com

DESCRIPTION	QTY	TOTAL
Dock and Marine Construction Inc. Glen Larson Vice Pres.	Property owner or agent	

TOTAL \$79,235.00

12H(5)

Rodney Carrero-Santana

From: Glenn Larson <GLarson@DockandMarine.net>
Sent: Saturday, November 09, 2013 1:23 PM
To: Rodney Carrero-Santana
Cc: Frank Rollason; 'Yoli Galletti'; 'Alyssa Larson'
Subject: RE: Park seawall repair at 7920 West Drive, North Bay Village, Florida

I will keep the proposal valid until the end of the year. We can drive piling in December and begin construction. Let me know when you will be ready to proceed.

Regards,
Glen

From: Rodney Carrero-Santana [<mailto:rcarrero@nbvillage.com>]
Sent: Friday, November 08, 2013 3:01 PM
To: glarson@dockandmarine.net
Cc: FRollason@nbvillage.com; Rodney Carrero-Santana
Subject: Park seawall repair at 7920 West Drive, North Bay Village, Florida

Mr. Larson:

I called your office, cell number and left a message at your office with your receptionist today. Please find the proposal for the park seawall repair at 7920 West Drive, North Bay Village, Florida. Please let us know if this proposal is still valid.

If you have any questions or concerns, please contact us at our numbers below. Thank you.

Kind Regards,

Rodney Carrero-Santana, P.E., LEED AP
Interim Public Works Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
C: 786-897-9441
O: 305-756-7171
rcarrero@nbvillage.com
www.nbvillage.com



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

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

BUNNELL

FOUNDATION, INC.

3033 NW North River Drive/ Miami, Florida 33142
phone (305) 633-3369
fax (305) 633-3391

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

Date: February 9, 2012

Address: Dr. Paul Vogel Park
7920 West Drive
North Bay Village

Attn: Sam Zamacona Jr. E.I.
O: 305-756-7171
F: 305-756-7722
C: 786-897-9441
samzamacona@nbvillage.com

Subject: 160' long seawall repair

BP12-011 Page 1 of 2

PROPOSAL

This proposal is based on our visit to the site and conversations with you and the survey you provided dated 4/13/10. This proposal is to remove the 160' long wall cap and install (17) 12" concrete batter piling at approx. 10' oc. in front of existing pileasters and install a new 160' long seawall cap to lock the piling and existing wall together. (See attached sketch "A" dated 2-9-12). The following is our scope of work.

Local Permitting:

- a. Prepare engineering drawings and details and process all applications to County and City of North Bay Village agencies necessary to obtain permit, not including zoning variances if required. (Surveys and as-builts required to provide additional information to the County/City shall be provided to us).

Total Local Permit Phase \$ 3,500.00

State and Federal Permitting:

- b. Prepare engineering drawings and details and process all applications to State and Federal agencies necessary to obtain permit. (Surveys and as-builts required to provide additional information to the State and or Federal Government shall be provided to us).

Total State and Federal Permitting \$ 1,300.00

- c. Agency fees and permit fees required by the Federal, State, County and city agencies are not included above.

TOTAL DESIGN AND PERMITTING PHASE \$ 4,800.00

This proposal effective for 30 days and is predicated on commencement not later than March 8, 2011.
And Bunnell reserves the right to cancel contract after this date.

This proposal is made on your warranty that our right to mechanics' lien has not been or is not waived. At final payment we shall release any rights we may have against you for work installed by us.

If this proposal is accepted, please sign on copy which will be our order to proceed with the above work. No verbal agreements shall be a part of this contract.

ACCEPTED: City of North Bay Village

Bunnell Foundation, Inc.

By: _____ (Seal)

By: _____ (Seal)

DATE:

DATE: 12/4/11

BUNNELL

FOUNDATION, INC.

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

Date: February 9, 2012

Address: Dr. Paul Vogel Park
7920 West Drive
North Bay Village

Attn: Sam Zamacona Jr. E.I.
O: 305-756-7171
F: 305-756-7722
C: 786-897-9441
samzamacona@nbvillage.com

Subject: 160' long seawall repair

BP12-011 Page 1 of 2

CONSTRUCTION PHASE (See attached sketch dated 2-9-12):

1. Mobilize barge, crane & equipment to site including general conditions	\$	3,500.00
2. Excavate behind wall and remove the existing seawall cap and dispose of materials off sites.	\$	8,000.00
3. Furnish and install (17) 12" concrete batter piling at 12/2 batter angle to 12' long into bay bottom.	\$	24,500.00
4. Form and pour in place 160' long reinforced concrete cap measuring min 3' wide x 20" deep to lock existing wall and batter piles together.	\$	31,500.00
5. Clean 17 existing concrete pileasters and seal cracks with hydraulic cement as necessary.	\$	<u>2,500.00</u>
TOTAL AMOUNT		\$ 70,000.00

DESIGN AND PERMIT PHASE	\$ 4,800.00
CONSTRUCTION PHASE	<u>\$ 70,000.00</u>
TOTAL PROPOSAL	\$ 74,800.00

PAYMENTS:

1. 25% Upon Signing.
2. 25% Upon Mobilization.
3. 25% Upon Installation of piling
4. 20% Upon pouring cap.
5. Balance Upon Completion.

ACCEPTED: City of North Bay Village

Bunnell Foundation, Inc.

By: _____ (Seal)

By: _____ (Seal)

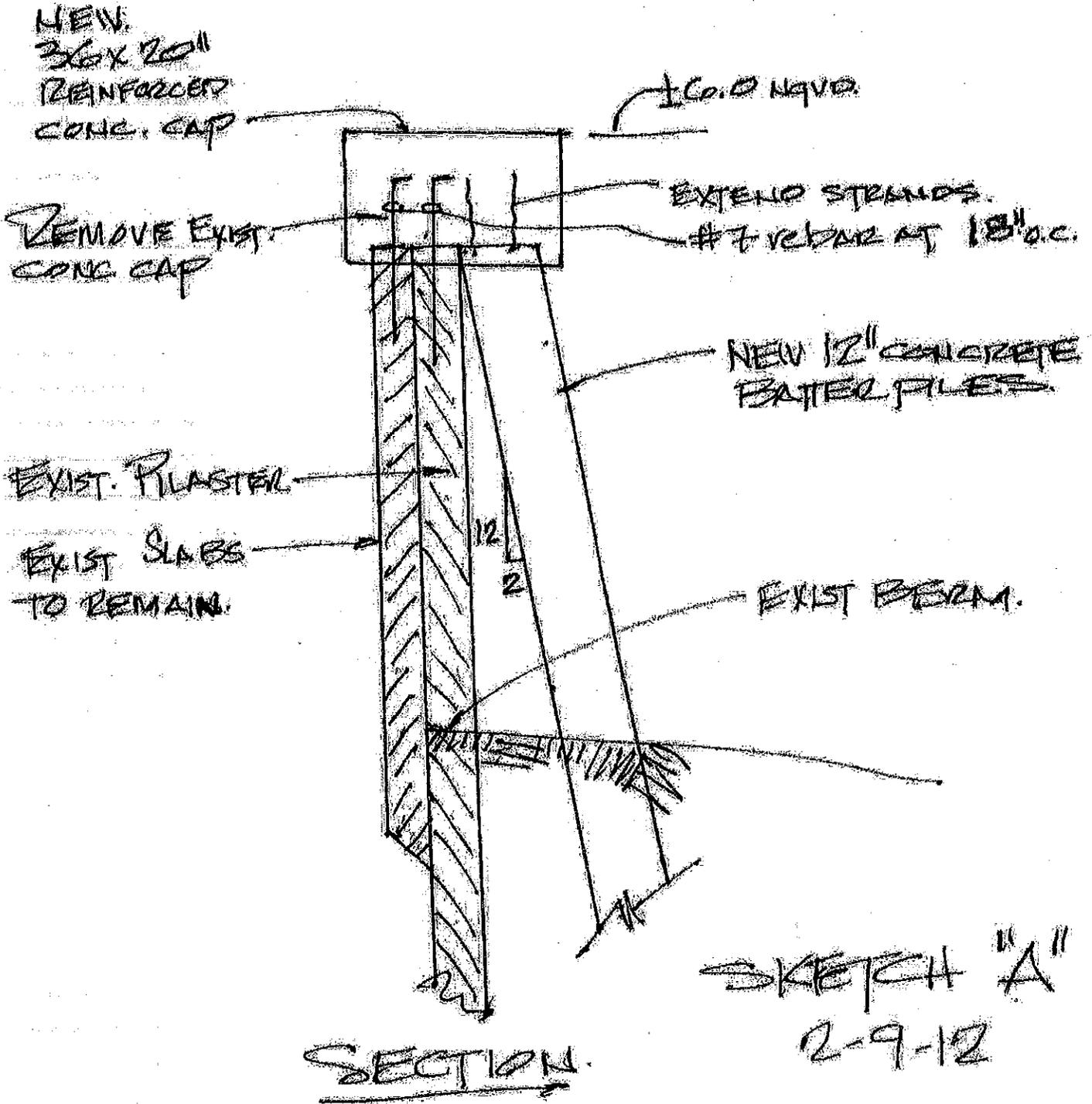
DATE: _____

DATE: _____ **12H(8)**

BUNNELL FOUNDATION, INC.

3033 N.W. North River Drive, Miami, Florida 33142
Phone: (305) 633-3369 Fax: (305) 633-3391

JOB NAME: NO. BAY VILLAGE.
JOB NO. _____ PAGE: _____ OF: _____
CALCULATED BY: PARK DATE: _____
CERTIFIED BY: SEAWALL DATE: 2/9/12
7920 WEST DR. SCALE: _____



12H(9)

Kearns Construction Company

4101 Braganza Avenue

Miami, Florida 33133

CGC 060194

Phone: 305-461-0310 Fax: 305-461-1892 Cell: 305-975-8878 www.KearnsConstruction.com

Proposal

Date: February 08, 2012

Subject: Seawall Repair / 7920 West Drive, North Bay Village, Florida

**To: Sam Zamacona, Jr. E.I.
Company: City of North Bay Village**

**To:
Company:**

Sam:

As per your request, Kearns Construction Company's seawall repair proposal for the above referenced project is as follows:

Description:	Amount:
I. Engineering & Permit Expediting (permit fees by Owner)	12,000
II. Mobilization	3,000
Relocate rip rap rocks	3,000
Demolition of concrete cap	16,000
Excavation behind existing seawall & Backfill	8,000
Furnish and install 17 new prestressed king piles (12" x 12" x 25' long)	21,000
Furnish and install 17 new prestressed batter piles (12" x 12" x 30' long)	24,000
Form and pour new 30" wide x 22" tall concrete cap	64,000
Patch rotated concrete panel	8,000
Total:	159,000

Thank you for your help and consideration. Should you require any additional information, please call John Kearns at; 305-975-8878.

12H(10)



CONSTRUCT GROUP CORP.

12101 NW 98th Ave. Suite #8
Hialeah Gardens, FL 33018
Phone: 305-824-8845 Fax: 305-824-3224

Budget

Project Name: **Waterfront Improvements**
Project Number: **City of North Bay Village**
Date: **2/16/2012**

Article 1- SCOPE OF WORK

Item Number	Description	Unit	QTY.	UNIT PRICE	AMOUNT
10	Engineering Design/ Permitting	LS	1.00	\$25,000.00	\$25,000.00
20	Mobilization	LS	1.00	\$12,500.00	\$12,500.00
30	Floating turbidity barrier	LS	1.00	\$3,800.00	\$3,800.00
40	Staked silt fence	LS	1.00	\$1,080.00	\$1,080.00
50	Remove and replace existing fence	LS	1.00	\$5,120.00	\$5,120.00
60	Demolition of existing cap	LS	1.00	\$23,500.00	\$23,500.00
70	Rip Rap removal and replacement	LS	1.00	\$7,500.00	\$7,500.00
80	Furnish and install piles (12" SQ)	LS	1.00	\$37,400.00	\$37,400.00
90	Excavation and Hauling	LS	1.00	\$5,340.00	\$5,340.00
100	Tie-Backs w/deadmen	LS	1.00	\$71,500.00	\$71,500.00
110	Backfilling	LS	1.00	\$8,900.00	\$8,900.00
120	Place new concrete cap	LS	1.00	\$44,400.00	\$44,400.00
130	Final Cleanup and Restoration	LS	1.00	\$5,000.00	\$5,000.00
				TOTAL	\$251,040.00

Notes:

- 1- Quote is a budget. Upon receiving of final plans and specs we will be able to provide a hard number.
- 2- This quote includes USL&H workmans comp.

We appreciate the opportunity to quote on this project. If you should have any questions or if we may be of further service, please contact the undersigned at your convenience

AUTHORIZED BY: Evelio Tapanes

12H(11)



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: December 4, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH DOCK AND MARINE CONSTRUCTION, INC. TO REPAIR THE SEAWALL AT DR. PAUL VOGEL PARK AT 7920 WEST DRIVE; WAIVING PURCHASING REQUIREMENTS PURSUANT TO SECTION 36.25(I) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, "EMERGENCY PROCUREMENT"; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

124(12)
Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH DOCK AND MARINE CONSTRUCTION, INC. TO REPAIR THE SEAWALL AT DR. PAUL VOGEL PARK AT 7920 WEST DRIVE; WAIVING PURCHASING REQUIREMENTS PURSUANT TO SECTION 36.25(I) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, "EMERGENCY PROCUREMENT"; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village (the "Village") has been upgrading and improving Dr. Paul Vogel Park (the "Park"), located at 7920 West Drive, North Bay Village, Florida, for several years; and

WHEREAS, the Village, as part of the Park improvements had been preparing to repair the seawall and has obtained permits and funding to repair the seawall; and

WHEREAS, a recent inspection by the Interim Director of Public Works has disclosed that the seawall has reached a level of deterioration which jeopardizes the health and safety of residents and the Village Manager has declared the condition of the seawall a public safety hazard based on the inspection report; and

WHEREAS, the Village solicited price quotes from various companies and received four responses from Dock & Marine Construction, Inc., Bunnell Foundation, Inc., Kearns Construction Company, and CGC Construct Group Corp; and

WHEREAS, the Village desires to enter into an agreement with Dock and Marine Construction, Inc. to repair the seawall at the Park; and

WHEREAS, the Village finds the approval of this Resolution and the Agreement with Dock and Marine Construction, Inc. is in the best interest of the Village.

12H(13)

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

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

Section 2. Approval of Agreement: The agreement between North Bay Village and Dock and Marine Construction, Inc. to repair the seawall at Dr. Paul Vogel Park, Inc., attached hereto and incorporated herein, as Exhibit "1", (the "Agreement") is hereby approved, together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Waiver of Competitive Bidding. Competitive bidding for the procurement of the services of Dock and Marine Construction is waived pursuant to Section 36.25(I) of the Village Code.

Section 4. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Execution of the Work Order. The Village Manager is authorized to execute the Agreement on behalf of the Village in addition to any additional required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds in an amount not to exceed \$67,765 to implement the terms and conditions of the Agreement.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th day of December 2013.

Connie Leon-Kreps, Mayor

ATTEST:

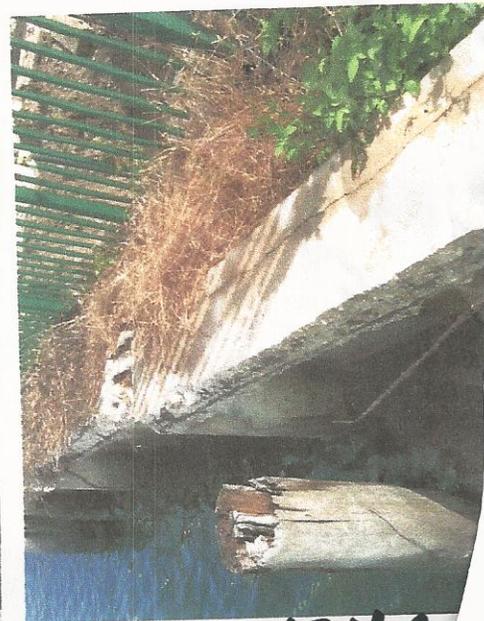
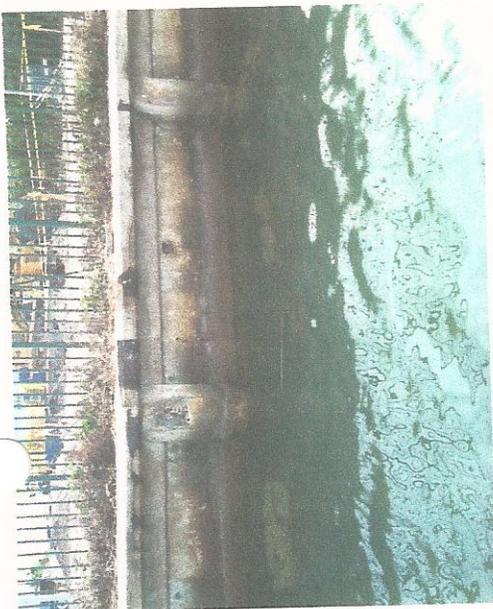
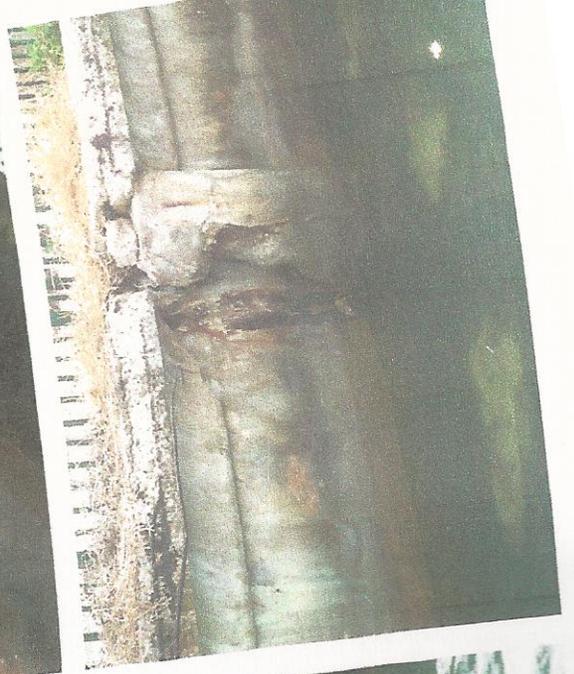
Yvonne P. Hamilton, CMC
Village Clerk

12H(15)

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

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

North Bay Village Resolution: Dock and Marine Construction-Dr. Paul Vogel Park Seawall Repair.



12H 07

RECOMMENDATION MEMORANDUM

DATE: December 3, 2013

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

FROM: Kathy Mehaffey, Village Attorney's Office
Jeff Hochman, Special Litigation Counsel

SUBJECT: Isle of Dreams Development Agreement

RECOMMENDATION

It is recommended that the Village Commission conduct a public hearing and approve on second hearing and reading, the attached Ordinance and Development Agreement.

BACKGROUND

In 2011 Isle of Dreams, LLC ("Isle of Dreams") filed an application with the City for approval of a site plan and an adult entertainment conditional use permit. In the middle of that process Isle of Dreams filed suit challenging the constitutionality of the Village's adult use regulations. In June, 2012, the Village won that case on a Motion to Dismiss. Subsequently, Isle of Dreams filed a second suit in Federal Court, styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA (the "Litigation"). The suit has been temporarily held in abeyance by the Court as the parties have attempted to negotiate settlement in an attempt to avoid the costs of litigation.

The attached Development Agreement was heard on first reading, with a public hearing on November 12, 2013. The Development Agreement proposes terms for development on the Isle of Dreams property located at 1415 N.E. Kennedy Causeway, in an effort to settle the Litigation. The development proposed is consistent with the Village's zoning requirements. The proposed terms of the Development Agreement have been laid out in the table on pages 3 and 4 of this memorandum, identifying the location in the proposed Agreement and any relevant zoning code sections.

The proposed Development Agreement in conjunction with the Settlement Agreement approved on November 12, 2013, will resolve the pending claims asserted by Isle of Dreams, avoid the expense and delay of continued lengthy litigation and associated costs. Upon approval of the Development and Settlement Agreements, the parties will initiate their obligations leading to the appropriate dismissal of claims, with each party bearing its own costs and attorney's fees.

BUDGET IMPACT

Approval of the Development Agreement will lead to the settlement of the Litigation avoiding future legal fees and costs.

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Isle of Dreams Development Agreement Summary of Proposed Terms

Term/Issue	Agreement Reference	Agreement Provision	Zoning Code Reference
Term/Renewals	Par 4 & 12(d)	7 years, 2 – 2-year extension options	
Desired Development	Par 5	237 Multifamily units	CG zoning/Mixed Use – uses RM-70 for residential
		50,000 sq.ft. retail/rest./service/ office	
		Accessory parking	
		340 feet tall	
Current Codes		Development occurs under current codes throughout term of Agreement	
Concurrency	Par 6	IOD will connect to Village Hall Pump Station. Will pay to run the connection (with proportionate share payback) or if already installed, pay proportionate share of cost.	
Demolition of Existing Building	Par 7	Upon demo permit, development approvals, and relocation of towers.	
Dedications	Par 8	Includes Baywalk	
Approvals Required	Par 11	Site Plan	152.105(c)(9)/2.7.3(2)
		Conditional Use (mixed use)	152.030(C)(3)
		Height bonus approval	152.029(C)(8)
		Overlay height approval	152.032
Bonus Approvals	11(a)(iii) & 12(b)	Height bonuses. Density Bonus may also apply if the majority of units are 2 or 3 bedroom units in which case, the Code limits density below the 70 units per acre and density bonus can be used up to 70 units per acre. (2 bedrooms are limited to 63.6 u/a and 3 bedrooms to 58.1 u/a). Maximum density purchase is 11 units. Under no circumstances will total site density exceed 70 units per acre – total of 237 units.	152.029(C)(3) 152.029(C)(8)(H)
Fees	Par 12(a)	All Impact Fees, application fees, and cost recovery deposits paid up front as required by Code.	152.110

13A(3)

Height Bonus Payments	Par 12(b)	Payment of \$800,000, remaining fees waived ((total fees required – \$1,599,750 height and up to \$440,000 density) Based on 237 units. Use of funds, proportionately as required under the Code, for Causeway beautification, boardwalk, Island entrances, art in public places, inland Island trees, and sidewalk enhancements.	152.029(C)(8) – height bonus summary - \$750/10 feet of height/unit 152.029(C)(8)(H) – density bonus - \$40,000 per unit.
Time of Development – i.e. reinstatement of credited Bonus fees	12(c)	<ul style="list-style-type: none"> • Begin Towers relocation – 4 years • Complete Tower relocation – 5 years • Apply for Bldg Permits – 1 years after removal of Towers • Final CO – term (7 to 11 years) • Apply for development approvals – 1 year 	
Timely Processing	Par 22	60 days for each step. If IOD revises substantially, 60 days starts over	
Development Studies	Par 23	Will update current studies (updated usage numbers/counts and data to reflect current project)	
Scrivener's Errors	Par 25	Village Manager can review & approve	
Successors	Par 28	Agreement is transferrable	
Termination	Par 35	If default not cured or cure plan not developed	
Default by Village	Par 35(a)	If requested approvals are not timely granted (Site Plan, Special Use, Height Bonus, Bay View Overlay Height) or are denied.	
Impact of Village Default	Par 35(a)	Termination of Development Agreement and reinstatement of litigation.	
Default by IOD	Par 35(b)	IOD fails to pay Cost Recovery balance w/in 60 days or fails to dismiss litigation	
Impact of IOD Default	Par 35(b)	Termination of Development Agreement and Dismissal and waiver of case and claims	
Cure	Par 35(c)	15 days to cure or create cure plan	
Legal Fees	Par 36	IOD will pay costs to defend challenge to Agreement or approvals	

13A(4)

ORDINANCE NO. 2013-_____

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

WHEREAS, ISLE OF DREAMS, LLC, ("Isle of Dreams") owns land generally located at 1415 N.E. Kennedy Causeway, North Bay Village, Florida (the "Property"); and

WHEREAS, the Property is currently improved with an unoccupied office building, an AM radio tower and a surface parking lot. A separate but related radio tower is located on the property immediately to the west of the Subject Property (both collectively, the "Towers");

WHEREAS, the Isle of Dreams desires to submit an application and site plan to the Village in order to develop the Subject Property with a mixed use commercial and multi-family residential project, consisting of 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the "Project");

WHEREAS, both the Village and Isle of Dreams wish to allow for the re-development of the Subject Property in accordance with the Village's land development regulations;

WHEREAS, the Village finds that the redevelopment of the Subject Property with the Project is consistent with the Goals, Policies and Objectives of the Village's Comprehensive Plan;

WHEREAS, this Development Agreement is entered into in accordance with the Florida Local Government Development Agreement Act (the "Act"), section 163.3220-163.3243, Fla. Stat. (2012); and

WHEREAS, the Town has considered a development agreement with Isle of Dreams (the "Development Agreement") at two (2) public hearings, in compliance with Section 163.3225 of the Florida Local Government Development Agreement Act; and

WHEREAS, this Development Agreement is consistent with Town's Comprehensive Plan and land development regulations; and

WHEREAS, the Village has determined that it is in the public interest to address the issues covered by this Agreement in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Village, while allowing Isle of Dreams to proceed in the development of the Property in accordance with existing laws and policies, subject to the terms hereof; and

WHEREAS, the Village Commission finds that it is in the best interest of the Village to approve the Development Agreement between the Town and Isle of Dreams.

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

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

Section 2. Approval of Development Agreement. The Development Agreement between Isle of Dreams, LLC and North Bay Village, attached as Exhibit "A," together with such

non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Town Officials. The Village Manager and Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement on behalf of the Village.

Section 4. Execution of Agreement. The Mayor and Village Manager are authorized to execute the Agreement on behalf of the Village.

Section 5. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

Section 6. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date. This Ordinance shall take effect immediately upon its enactment.

A motion to approve the foregoing Ordinance on first reading on _____, 2013 was offered by _____, seconded by _____.

The Votes were as follows:

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

13A(7)

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this _____ day of _____ 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

13A(8)

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

THIS DEVELOPMENT AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between NORTH BAY VILLAGE, a Florida municipal corporation ("Village") and ISLE OF DREAMS, LLC, ("Isle of Dreams")(collectively, "Parties").

RECITALS

WHEREAS, Isle of Dreams is the owner of the real property located within the Village, which is more particularly shown and legally described in the map and legal description attached hereto as Exhibit A ("Subject Property");

WHEREAS, the Subject Property is currently improved with an unoccupied office building, an AM radio tower and a surface parking lot. A separate but related radio tower is located on the property immediately to the west of the Subject Property (both collectively, the "Towers");

WHEREAS, the Isle of Dreams desires to submit an application and site plan to the Village in order to develop the Subject Property with a mixed use commercial and multi-family residential project, consisting of 237 multifamily residential units, 50,000 square feet of retail, restaurant, service or office uses, and accessory parking structures (the "Project");

WHEREAS, both the Village and Isle of Dreams wish to allow for the redevelopment of the Subject Property in accordance with the Village's land development regulations;

WHEREAS, the Village finds that the redevelopment of the Subject Property with the Project is consistent with the Goals, Policies and Objectives of the Village's Comprehensive Plan;

WHEREAS, this Development Agreement is entered into in accordance with the Florida Local Government Development Agreement Act (the "Act"), section 163.3220-163.3243, Fla. Stat. (2012); and

WHEREAS, the Village Commission (the "Commission") gave notice in accordance with the requirements of the Florida Statutes and conducted two

public hearings pursuant to notice required in section 163.3225(2)(b) Fla. Stat. (2012) with regard to this Development Agreement;

NOW THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. Recitals.

The above recitals are true and correct, deemed to be findings, and are incorporated herein and made a material part hereof.

2. Statement of Intent.

With the adoption of the Act the Florida Legislature expressly recognized that “the lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.” § 163.3220(2)(a), Florida Statutes.

Given Isle of Dreams’ desire to develop the Project on the Subject Property and, in light of the Parties desire to avoid the continued and substantial costs, risks, and uncertainties caused by the litigation styled *Isle of Dreams, LLC v. City of North Bay Village, Florida*, Case No. 1:12-CV22339 CMA, (the “Litigation”), the parties enter into this Development Agreement.

3. Defined Terms.

Unless the specific context indicates otherwise, all definitions set forth within Florida’s Community Planning Act – including the Florida Local Government Development Agreement Act -- shall be adopted and included herein. The following terms as used herein shall have the following meanings:

Comprehensive Plan. The plan adopted by the Village in accordance with the Community Planning Act of the State of Florida, effective on the date of this Agreement.

Height. The phrase “Height” shall have the meaning assigned to it in the Village’s zoning ordinance on the date of this Development Agreement.

Concurrency. The term concurrency shall be defined in accordance with the Village's Zoning Ordinance, Consolidated Land Development Regulations, and comprehensive plan.

Project. The phrase the "Project" shall refer to the development of the Subject Property with a development program in substantial compliance with the heights, densities, and intensities of use illustrated in the concept plan attached hereto as Exhibit B.

4. Term.

This Development Agreement shall have a term of seven (7) years after the Effective Date of this Development Agreement, unless the Agreement is earlier terminated or extended pursuant to the provisions of this Development Agreement. This Development Agreement may be extended for up to two (2) consecutive extension periods ("Extension Period"). Each Extension Period shall be two (2) years in length. This Development Agreement may only be extended in writing upon the mutual, written consent of the parties and in accordance with the Act.

5. Development Program.

Isle of Dreams proposes to develop the Project on the Subject Property. In accordance with Section 163.3227(1)(c), the heights, densities, and intensities of use for the Project are summarized below. The parties recognize that the Project is conceptual at this stage and its design is likely to be amended and revised during the course of the public review and approval process. It is expressly recognized that the Project shall be developed to include the following:

(a) **Use:**

- (i) 237 multifamily residential units;
- (ii) 50,000 square feet of retail, restaurant, service, or office uses; and
- (iii) accessory parking structures.

(b) **Maximum Building Height.** 340 feet.

6. Public Facilities.

The Village finds that there are no new public facilities that are needed to service the Project. Pursuant to Section 4.2 of the Village's Consolidated Land Development Regulations, the Village has made the affirmative concurrency finding that all public services and facilities necessary to serve prior proposals met or exceeded the established level of service standards. Furthermore, the Village agrees that upon a finding of concurrency for the Project upon its approval, thereafter, during the term of this Development Agreement, it shall provide and reserve concurrency-related public facility capacity, within the limits of the Village's authority, to serve the density and intensity proposed in the Project. This reservation of capacity shall include the following facilities: roadways, water and sewer, and parks. The reservation of capacity established by this Development Agreement relates to the maximum potential capacity reserved only to meet the needs of the Project herein defined. The actual reservation of capacity shall be established by the actual development order entitlements and permits – if any – that are actually approved for the Project on the Subject Property. The following additional terms and conditions shall apply with respect to the reservation of concurrency described herein.

(a) In exchange for the reservation of wastewater/sewer capacity provided by this paragraph 6, IOD shall be required to connect to the Village's wastewater collection system at an Village designated, proximate location ("Proposed Connection Point"). It is anticipated that the Proposed Connection Point shall be such that IOD's effluent enters the Village's system on the 79th Street Causeway through an existing westbound Force Main ("Existing Force Main") to travel directly to the Village Hall Pump Station.

(b) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

(c) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

(d) If IOD performs and transfers the Force Main Improvements consistent with subparagraph 6(C) above, then the City shall

forthwith establish a proportionate share program for those portions of the Force Main Improvements constructed by IOD. Proceeds from this program shall be disbursed to IOD as reimbursements to repay the cost of the Existing Force Main Improvements, less IOD's proportionate share.

(e) The Village shall not reserve capacity for the Project for any effluent that travels to and through the Hispanola Pump Station.

7. **Demolition of Existing Building.**

Isle of Dreams shall demolish the existing building on the Subject Property upon its receipt of: (a) a demolition permit from the Village; (b) the approvals identified in paragraph 11(a); and (c) the relocation of the radio towers.

8. **No Reservation or Dedication.**

Other than an easement for a public baywalk as required by Section 152 of the Village Code, no new reservation or dedication of land is necessary for public purposes in connection with the Project referenced in Paragraph 5, except as may be required for utility easements to serve the Project or relocation of current utilities if needed to accommodate the Project.

9. **No Additional Restrictions or Conditions.**

In light of the express provisions of this Development Agreement, the Parties currently believe no new terms, conditions, restrictions, or other requirements are necessary to assure the public health, safety, and welfare of the citizens of the Village.

10. **Consistency with Comprehensive Plan.**

The Village finds that the Project is consistent with the Village's comprehensive plan.

11. **Approvals.**

(a) The Development Program for the Project identified in Paragraph 5 will necessitate the Village's review and approval of the following applications:

- (i) a site plan review application for a "major development" pursuant to Section 2.7.3(2) of the Village's Consolidated Land Development Regulations;
- (ii) conditional use to permit a mixed-use multifamily development in the General Commercial ("CG") zone as provided in Section 152.030(C) of the Village's Zoning Ordinance;
- (iii) approval of height and density bonuses pursuant to Section 152.029 of the Village's Zoning Regulations;
- (iv) the additional height bonuses available under the Village's Bayview Overlay District regulations;

(b) The development will also require the approval of the Miami-Dade County Shoreline Development Review Committee.

(c) The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve Isle of Dreams of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(d) In addition, it is anticipated additional local permits will be necessary during the term of this Development Agreement as are normal and customary for the land development including, but not limited to, building permits, wastewater collection system permits, roadway improvement permits, tree removal permits, water distribution permits, subdivision requirements, if applicable and surface water management permits, if applicable.

12. Impact Fees, Special Assessments and Other Municipal Fees.

(a) Nothing in this Development Agreement shall relieve Isle of Dreams from the obligation to pay impact fees, special assessments, building permit fees, and application fees and cost recovery deposits, except as may be modified by separate agreement.

(b) Notwithstanding the foregoing, as part of the settlement of the Litigation addressed in this Agreement and in consideration for the costs, expense, difficulty and great public benefit conferred by the relocation of the Towers outside of the Village by Isle of Dreams, the Village agrees to credit A portion of those fees that attach to the potential height and density bonuses under the Height Bonus Section in Section 152.029 (c) (8) and the Village's Bayview Overlay District regulations. As part of this Agreement, and in consideration for the bonuses mentioned in the immediately preceding sentence, Isle of Dreams agrees to pay a total, aggregated bonus payment in the amount of \$800,000 upon the issuance of the principal construction building permit that authorizes the construction of the Project as follows: (1) \$400,000 payable together with the building permit application fee; and (2) \$400,000 at issuance of a building permit. The bonus payments shall be allocated as follows, in the order listed:

- (i) \$177,778 to the Causeway Beautification fund for use as provided in Section 152.029(8)(A) of the Village Code;
- (ii) \$177,778 to the Boardwalk Fund for use as provided in Section 152.029(8)(B) of the Village Code;
- (iii) \$177,778 to the Island Entrance Remodeling Fund for use as provided in Section 152.029(8)(C), of the Village code;
- (iv) \$88,888 to the Art in Public Places Fund for use as provided in Section 152.029(8)(D), of the Village code;
- (v) \$88,889 for the planting of trees for the interior Island streets as provided in Section 152.029(8)(E), of the Village code;
- (vi) \$88,889 to the Sidewalk Enhancement Fund for use as provided in Section 152.029(8)(F), of the Village code;
- (vii) All Bonus fees for Density pursuant to Section 152.029(8)(H), are waived in their entirety.

(c) All fees credited under this section shall be reinstated if:

- (i) IOD does not commence to relocate the towers within four (4) years of the Village's final, non-appealable approval of the Project. Commencement shall be evidenced

by a real estate contract for purchase of relocation property;

- (ii) The Towers are not removed within five (5) years of the Village's final, non-appealable approval of the Project;
- (iii) Isle of Dreams does not apply for building permits for the construction of the Project within one (1) year of the removal of the Towers;
- (iv) Isle of Dreams does not receive a final Certificate of Occupancy for its entire development within the term of this Agreement.
- (v) Isle of Dreams does not submit complete applications seeking the approvals identified in sub-paragraph 11(a) within (1) year from the execution of this Development Agreement.

(d) The timeframes set forth within paragraph 12(c) above, shall be automatically tolled in the event that a third-party initiates litigation, administrative challenge(s), or other similar challenges concerning the Project, this Development Agreement, matters related to relocation of the towers, or the use and development of the Property. Such tolling shall not serve to extend the term of this Development Agreement but it is the understanding of the parties that delay caused by litigation related solely to the Project may be considered as good cause for the extension of the term of this Agreement in accordance with the provisions of paragraph 4.

13. Conflicts And Amendment of Prior Ordinances.

In the event of conflicts between the terms of this Development Agreement and a previously imposed condition of development approval, the Village's Zoning Ordinance and/or Consolidated Land Development Regulations, the provisions of this Agreement shall control.

14. Venue and Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Development Agreement, the Parties hereto do acknowledge, consent, and agree that venue is exclusively in Miami-Dade County, Florida.

(b) Any civil action or legal proceeding arising out of or relating to this Development Agreement shall be brought exclusively in the 11th Judicial Circuit in and for Miami-Dade County, Florida. Each party irrevocably consents to the personal jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

15. Estoppel Certificates.

The Village and Isle of Dreams shall at any time and from time to time, upon not less than twenty (20) days prior notice by another party hereto, execute, acknowledge and deliver to the other party, a statement in recordable form certifying that this Development Agreement has not been modified and is in full force and effect (or if there have been modifications that the said Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor any other party is then in default hereof (or if another party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in Subject Property, if any, of any party to this Agreement.

16. Complete Agreement; Amendments.

(a) This Development Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof with respect to the matters expressly set forth herein, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral.

(b) Any provision of this Development Agreement shall be read and be applied in *pari materia* with all other provisions hereof.

(c) This Development Agreement may be only be amended by written amendment signed by the Village and Isle of Dreams, subject to compliance with the procedural requirements for the initial approval of this Agreement pursuant to the Act, section 163.3220-163.3243, Fla. Stat. (2009) and pursuant to the provisions of Chapter 152 and Section 2.3 of the Village's consolidated land development regulations.

17. Captions.

The article and section headings and captions of this Development Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

18. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Development Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the Village, it shall be postponed to the next business day.

19. Exhibits.

Each Exhibit referred to and attached to this Development Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement and incorporated herein.

20. Public Purpose.

The Village and Isle of Dreams acknowledge and agree that this Development Agreement satisfies, fulfills and is pursuant to and for a public and municipal purpose and is in the public interest, and is a proper exercise of the Village's power and authority.

21. No General Obligation.

In no event shall any obligation of the Village under this Development Agreement be or constitute a general obligation or indebtedness of the Village, a pledge of the ad valorem taxing power of the Village, the lending of credit, or a

general obligation or indebtedness of the Village within the meaning of the Constitution of the State of Florida or any other applicable laws.

22. **Agreement to Timely Process Applications.** The Village agrees to timely set for public hearing each complete application for the development approval of the Project that it receives. The Village likewise agrees to timely complete its review of each development application.

- (a) **Planning and Zoning Board.** Matters requiring a hearing before the Planning and Zoning Board shall be set for hearing before that board – and that Board shall conduct its public hearing – within sixty (60) days of the Village’s receipt of a complete application.
- (b) **Commission.** Matters requiring a hearing before the Commission shall be set for hearing before the Commission – and shall conduct its first public hearing – within: (i) sixty (60) days of the Planning and Zoning Board’s action; or, for matters that do not require Planning and Zoning Board action; (ii) sixty (60) days of the Village’s receipt of a complete application.
- (c) The timeframes set forth within this paragraph are dependent upon Isle of Dreams’ submittal of complete applications in substantial compliance with the Project and the entitlements contemplated by this Agreement. In the event that Isle of Dreams does not submit substantially complete application materials or, if Isle of Dreams undertakes substantive revisions to the Project so that result in a substantial deviation from the previously submitted plans, then the applicable review time shall be extended sixty (60) days.

23. **Developmental Studies and Reports.**

The Village recognizes and acknowledges that it has previously received all development studies and reports required by Section 2.7.3 of the Village’s Consolidated Land Development Regulations for prior applications to develop the Subject Property. The Village finds that these reports and studies need only be updated for purposes of reflecting current conditions, current levels of service, and the current Project. For purposes of clarifying the provisions of this

paragraph, it is not the intention of this Development Agreement to require Isle of Dreams to commission and submit new studies. Instead, it is the purpose of this paragraph to allow Isle of Dreams to supplement those studies to reflect existing conditions and the proposed Project.

24. Preservation of Rights.

The Village and Isle of Dreams further acknowledge and agree that the development of the Subject Property with the Project will require the Village, its boards, departments and agencies, acting in their government capacities, to consider governmental action as set forth herein. The Village and Isle of Dreams acknowledge and agree that all such actions undertaken by the Village shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and Village ordinances or regulations. Nothing in the Agreement, or the Village or Isle of Dreams' acts or omissions in connection herewith, shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the Village in the discharge of its police or governmental power, expressly including, without limitation, the zoning power.

25. Scrivener's Errors; Survey Corrections.

In the event that the Parties identify scrivener's errors contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, the Parties agree that amendments to this Agreement that are required due to such inaccuracies, which do not change the substance of this Agreement, may be made and incorporated herein. The Village Manager is authorized to approve such scrivener's errors on behalf of the Village, and is authorized to execute any required instruments, to make and incorporate such amendment to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

26. Notices.

The parties designate the following persons as representatives to receive any notices with regard to this Development Agreement:

For the Village:	Frank Rollason Village Manager 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
With a copy to:	Nina Boniske, Esq.

Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske
2525 Ponce de Leon Blvd., Suite 700
Coral Gables FL 33134

Isle of Dreams: Scott Greenwald
Managing Member
Isle of Dreams, LLC
7301 SW 57 Court, Suite 565
South Miami, FL 33143

With a copy to: Graham Penn, Esq.
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131

Mailing of written notice by means of U.S. Postal Service, certified, return receipt, shall constitute prima facie evidence of delivery.

27. Recording of Development Agreement.

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

28. Successors in Interest.

The obligations and benefits of this Development Agreement shall inure to all successors in interests to the parties to this Agreement.

29. Effective Date.

The Development Agreement shall become effective: (i) when it is signed by the authorized agent of each party; (ii) it is approved by the Village in accordance with applicable law; and, (iii) it is recorded.

30. Annual Review.

Isle of Dreams shall submit an annual report to the Village documenting its good faith compliance with the requirements of this Development Agreement

at least thirty (30) days prior to the anniversary of the Effective Date of the Development Agreement.

31. Force Majeure.

In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery, any interruption of utilities, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure", financial inability to perform hereby expressly excluded) such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

32. No Third Party Beneficiaries.

Nothing in this Development Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators, executors, other legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person's legal standing or any right of subrogation or action over or against any party to this Agreement.

33. Time is of the Essence.

Subject to paragraph 12(d), time is of the essence for each and every provision of this Development Agreement.

34. Relationship of the Parties.

The parties hereto acknowledge that they are separate and independent parties and nothing contained herein shall be deemed to create a joint venture, association, partnership, agency, or employment relationship between the two. Neither party shall have the power to act in the name of, on behalf of, or incur obligations binding upon the other party. Neither party shall acquire an interest in the business or operations of the other by virtue of this Agreement.

35. Default, Cure, Termination.

(a) **Default by the Village.** The occurrence of any of the following shall constitute an event of default ("Event of Village Default") under this Agreement.

- (i) The Village's failure to take final action approving the development of the Project on the Subject Property in accordance with the time frames set forth within paragraph 22.
- (ii) The Village's failure to render a final, appealable development order authorizing the development of the Project on the Subject Property in accordance with the time frames set forth within paragraph 22;
- (iii) For purposes of this section, the development approvals necessary to construct the Project are non-severable. For purposes of clarifying the immediately preceding sentence, each and every aspect of the Project must be approved in accordance with the time frames expressed herein and the failure to do so shall constitute an Event of Village Default. If it is determined that Isle of Dreams requires a variance or variances to build the Project, the non-granting of that variance shall not be deemed to be an Event of Village Default.
- (iv) The attachment of any material conditions to the entitlements described in subparagraphs (i) and (ii) above that frustrates or limits the

ability to develop the Subject Property in substantial compliance with the density and intensity and height of the Project.

An uncured Event of Village Default shall result in the termination of this Development Agreement (and the companion Settlement Agreement) and the reinstatement of the Litigation and the Parties agree to execute those papers to necessary enable the return of the parties to their prior positions in the Litigation.

(b) **Default by Isle of Dreams.** The occurrence of any of the following shall constitute an event of default ("Event of Isle of Dreams Default") under this Agreement.

- (i) The failure of Isle of Dreams to pay all Cost Recovery balances due within sixty (60) days of the Village Commission's final action on the Project applications.
- (ii) The failure of Isle of Dreams to dismiss – at the time agreed upon in the Settlement Agreement – the Litigation.
- (iii) The failure of Isle of Dreams to submit complete applications seeking the approvals identified in paragraph 11(a) of this Development Agreement within one (1) year of the execution of this Development Agreement

An uncured Event of Isle of Dreams Default, pursuant to Default (i) above shall result in the termination of this Agreement.

In the Event of Isle of Dreams Default, pursuant to Default (ii) or (iii) above, Isle of Dreams shall file a Stipulation with Prejudice and Final Order of the Litigation in substantially the form attached hereto as Exhibit C and shall execute the General Release and Waiver of Claims attached hereto as Exhibit D.

(c) **Notice.** Written Notice of Default shall be given in the manner provided for in paragraph 26.

(d) **Cure.** The parties shall each have fifteen (15) days after receipt of written notice of an Event of Default in order to cure the default ("Cure Period") or develop a cure plan as described below. The Cure Period may be extended only by the written consent of the parties. If either party is unable to cure an Event of Default during the Cure Period, the party may elect to submit a cure plan and a timeline for implementing the cure (the "Cure Plan"). If the Cure Plan is acceptable to the other party the defaulting party may implement the Cure Plan according to its terms in a timely fashion. Except for the provisions of 12(c), the pursuit of a Cure Plan shall toll all other obligations arising under this Development Agreement.

(e) **Termination.** An Event of Default by either party that is not cured during the Cure Period or by Cure Plan shall result in the termination of this Development Agreement. Upon termination, the terminating party shall record a notice of termination within ten (10) days of termination, with the Clerk of the Court of Miami-Dade County.

36. Further Assurances.

The parties agree to execute and deliver from time to time such documents, and to perform all actions that may be necessary effectively and completely carry out the intended effect of this Development Agreement including but not limited to defending the Agreement from legal or administrative challenge. On this point, Isle of Dreams agrees to cooperate with and fund the cost of defending any challenge to this Agreement by any third parties, including reasonable attorney's fees and costs incurred by the Village for independent outside counsel if necessary. **It is specifically agreed that the Village shall remain in control of all aspects of its defense regardless of the financing of the litigation.**

37. Applicable Laws and Construction.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Development Agreement. The language used in this Development Agreement will be deemed to be the language chosen by all of the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement has been negotiated by the Village and Isle of Dreams, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the Village or by Isle of Dreams, but by all equally. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated

thereunder, unless the context requires otherwise. In accordance with Section 163.3223, the Villages Codes, Ordinances, and Comprehensive Plan in existence as of the date of this Agreement shall govern the development of the Project for the term of the Agreement.

38. Jury Waiver.

With respect to any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns or relates to this Development Agreement, any transactions contemplated hereunder, the performance hereof or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right (statutory, constitutional, common law or otherwise) it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court as written evidence of the waiver of the other parties' right to trial by jury. No party has made or relied upon any oral representations by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

39. Termination.

This Development Agreement shall terminate following the 7th anniversary of its Effective Date unless it terminates earlier in accordance with paragraph 35 above or is extended in accordance with paragraph 4.

{Balance of Page Intentionally Left Blank}

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Development Agreement by their duly authorized officials as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Print Name: _____

Its: _____

Witness

By: _____

Print Name: _____

Its: _____

Approved by the Village Commission on _____, 2013, with the adoption of Ordinance _____.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ATTEST:

BY: _____
Village Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of ___, 2013, by _____, the _____ of the ISLE OF DREAMS, who is _____ personally known to me, or who has produced _____ as identification who ___ did/ ___ not take an oath.

Notary Seal

Notary Public, State of Florida
Print Name: _____

Date: _____

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of ___, 2013, by _____, the _____ of the Village, who is _____ personally known to me, or who has produced _____ as identification who ___ did/ ___ not take an oath.

Notary Seal

Notary Public, State of Florida
Print Name: _____

Date: _____

My Commission Expires: _____

EXHIBITS

Exhibit A: Subject Property

Exhibit B: Concept Plan

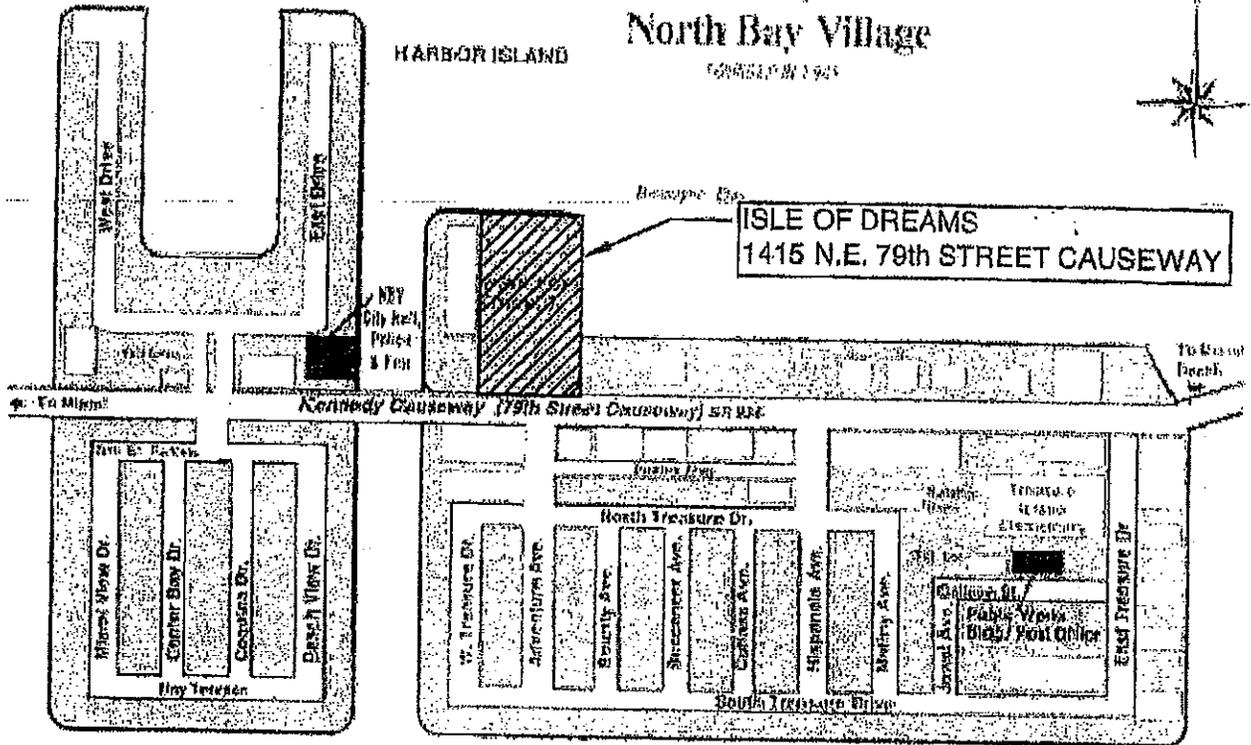
Exhibit C: Stipulation for Dismissal with Prejudice and Final Order of the Litigation

Exhibit D: General Release and Waiver of Claims

EXHIBIT A

13A(29)

The City of
North Bay Village
INCORPORATED 1943



NORTH BAY ISLAND

TREASURE ISLAND



Kimley-Horn and Associates, Inc.

1691 Michigan Ave
 Suite 400
 Miami Beach, Florida 33139
 Phone: 305-673-2025
 Fax: 305-673-4882

SITE LOCATION MAP

13A(30)

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:

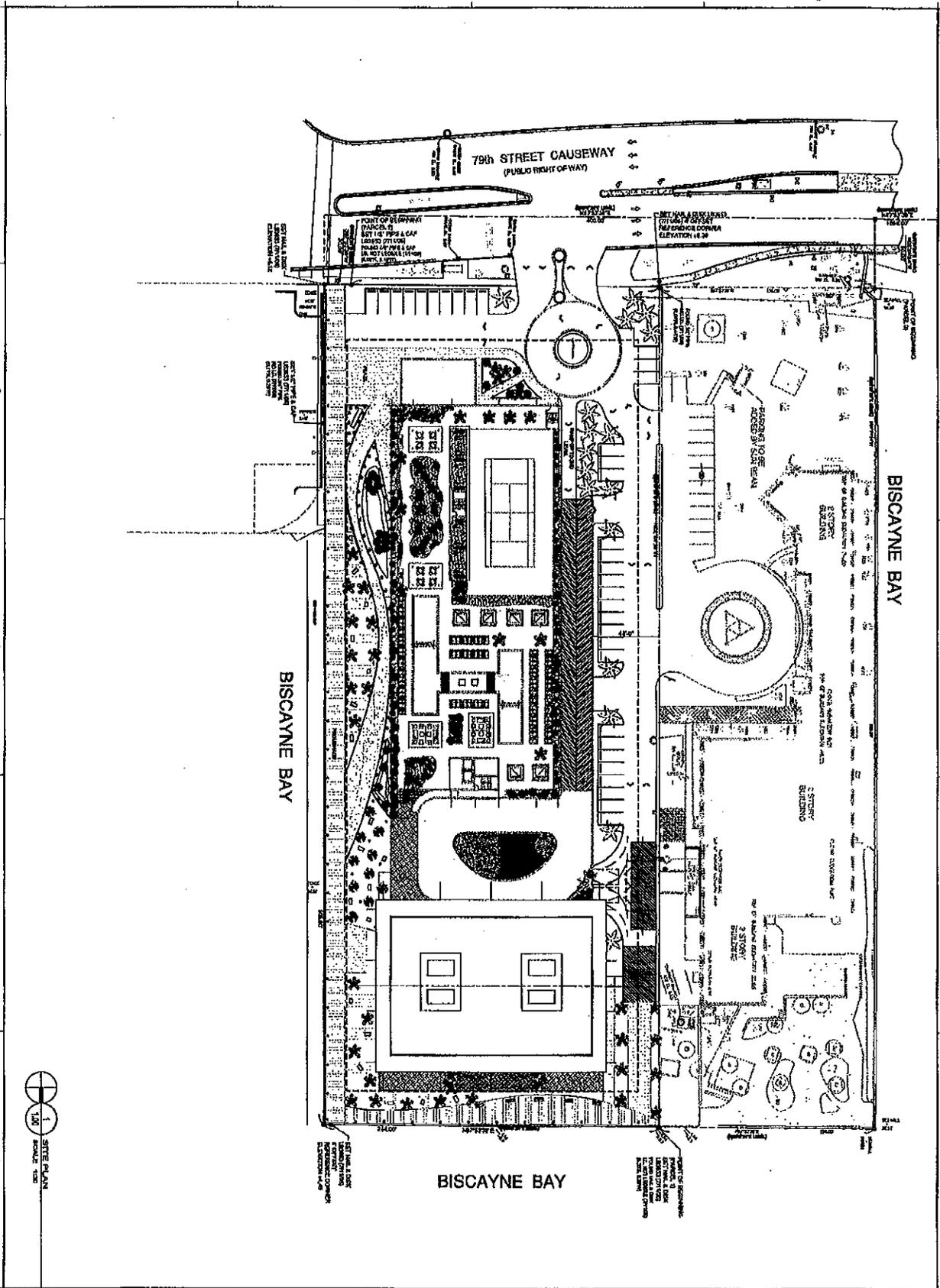
The easements and other rights described in that certain Agreement made between Biscayne Television Corporation, a Florida corporation and Sunbeam Television Corporation, a Florida corporation, dated the 18th day of December, 1962 and recorded December 19, 1962, in Official Records Book 3454, Page 213, 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.

13A(31)

EXHIBIT B

13A(32)



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

K C B I
KARP

ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 AIA AIAA NCARB
 All in Miami, FL
 305-571-7700
 Miami, FL 33137
 1200 BAYVIEW BLVD
 FL 33137, USA
 WWW.KCBIKARP.COM

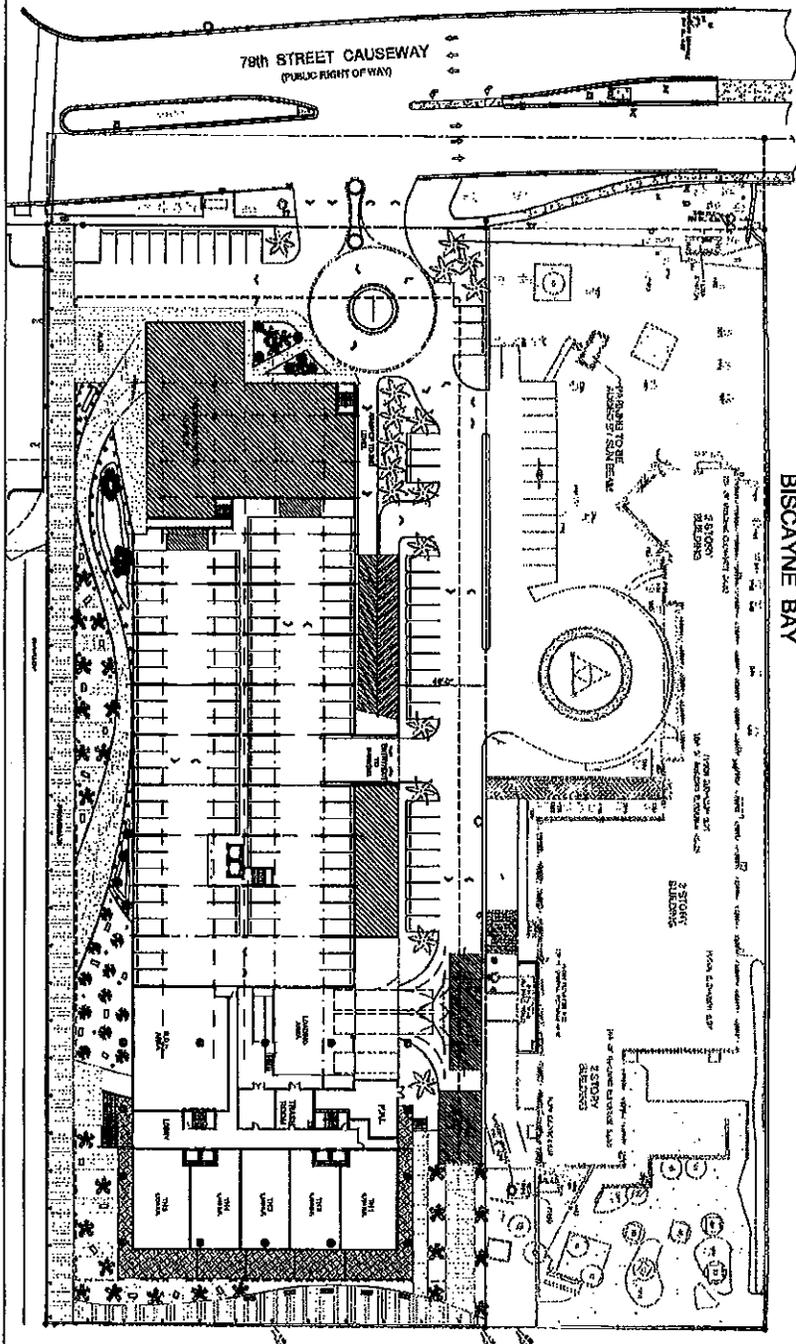
Li. # AP6012278

ISLES OF DREAMS
 1410 NE 79th STREET CAUSEWAY
 NORTH BAY VILLAGE, FLORIDA

SITE PLAN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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13A(34)



1
GROUND
SCALE 1/8" = 1'-0"

BISCAYNE BAY

BISCAYNE BAY

AS.00

DATE: 08/11/11
DRAWN BY: [unintelligible]
CHECKED BY: [unintelligible]

ARCHITECTURE
INTERIOR DESIGN
PLANNING
ASA AND NCARB
2010 Member of National
Architectural Institute
Professional Seal
www.koekarp.com

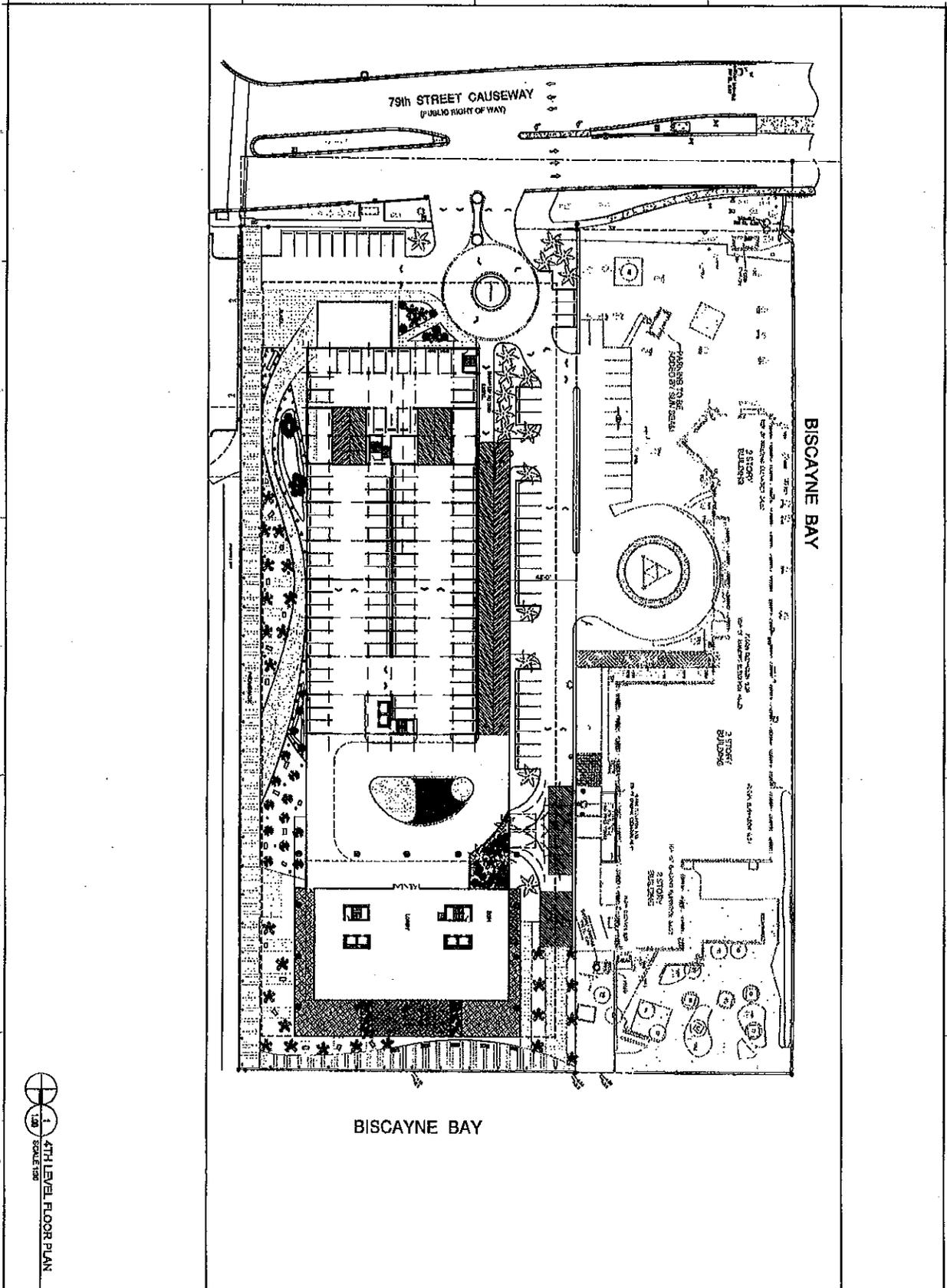
LC: # AR0012578

ISLES OF DREAMS
1411 NE 79TH STREET CAUSEWAY
NORTHWAY VILLAGE, FLORIDA

GROUND LEVEL
FLOOR PLAN

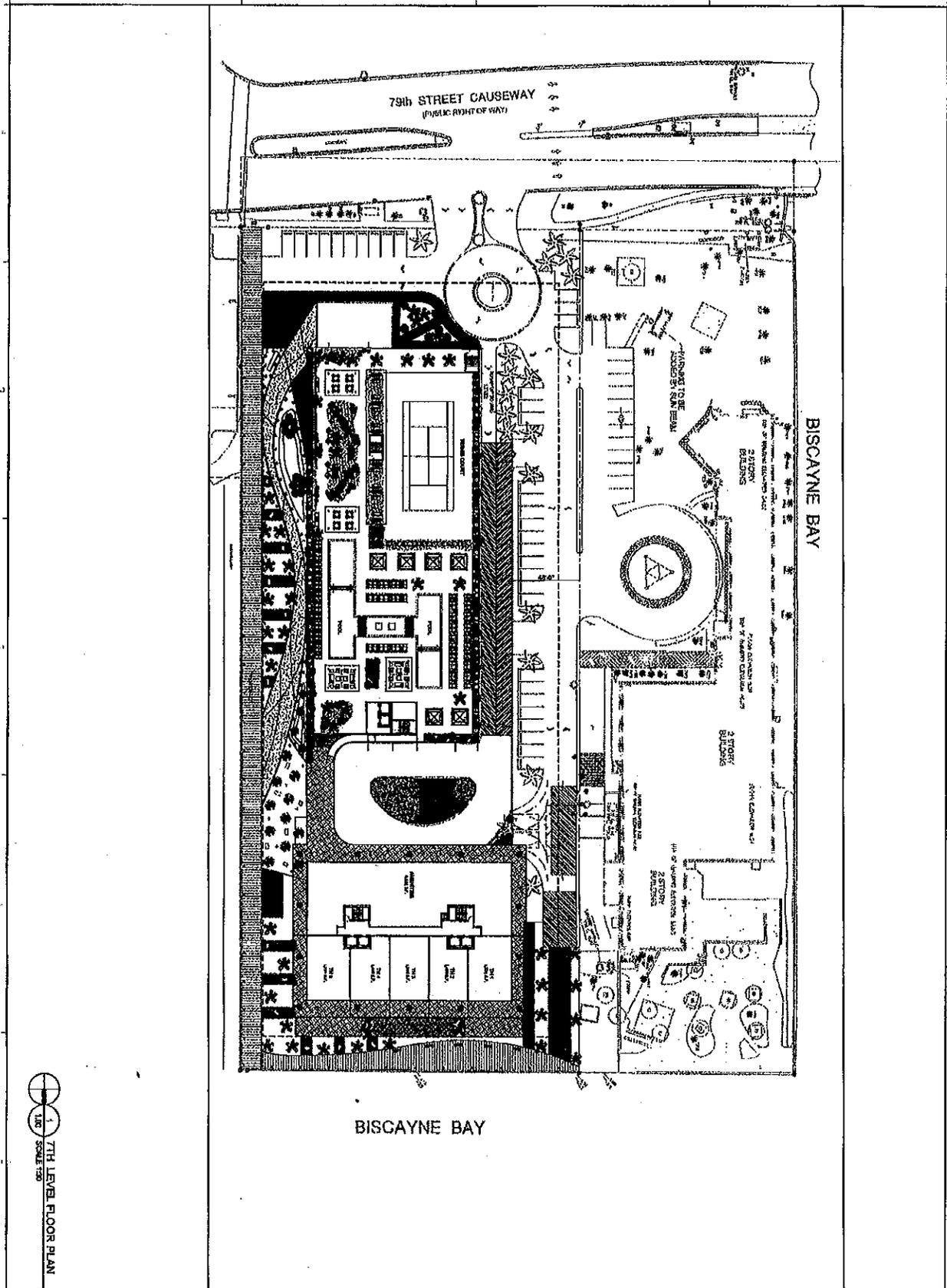
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13A(35)



1
4TH LEVEL FLOOR PLAN
SCALE 1/8" = 1'-0"

A3.03 SHEET NO. DATE DRAWN BY CHECKED BY APPR. BY		ARCHITECTURE INTERIOR DESIGN PLANNING AIA ASID NCARS 20th Michigan Boulevard Suite 200 North Bay Village, FL 33157 Phone: 305-881-1177 Fax: 305-881-1178 www.kobikarp.com	LIC # AR0012878	ISLES OF DREAMS 1416 NE 79TH STREET CAUSEWAY NORTH BAY VILLAGE, FLORIDA	
		LOBBY - TWON HOME FLOOR PLAN	13A(38)		



1
79th LEVEL FLOOR PLAN
SCALE 1/8" = 1'-0"

K O B I
K A R P
 ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 2018 Biscayne Boulevard
 Suite 1000
 Miami, Florida 33137
 P: 305.371.1111
 F: 305.371.1112
 WWW.KOBKARP.COM

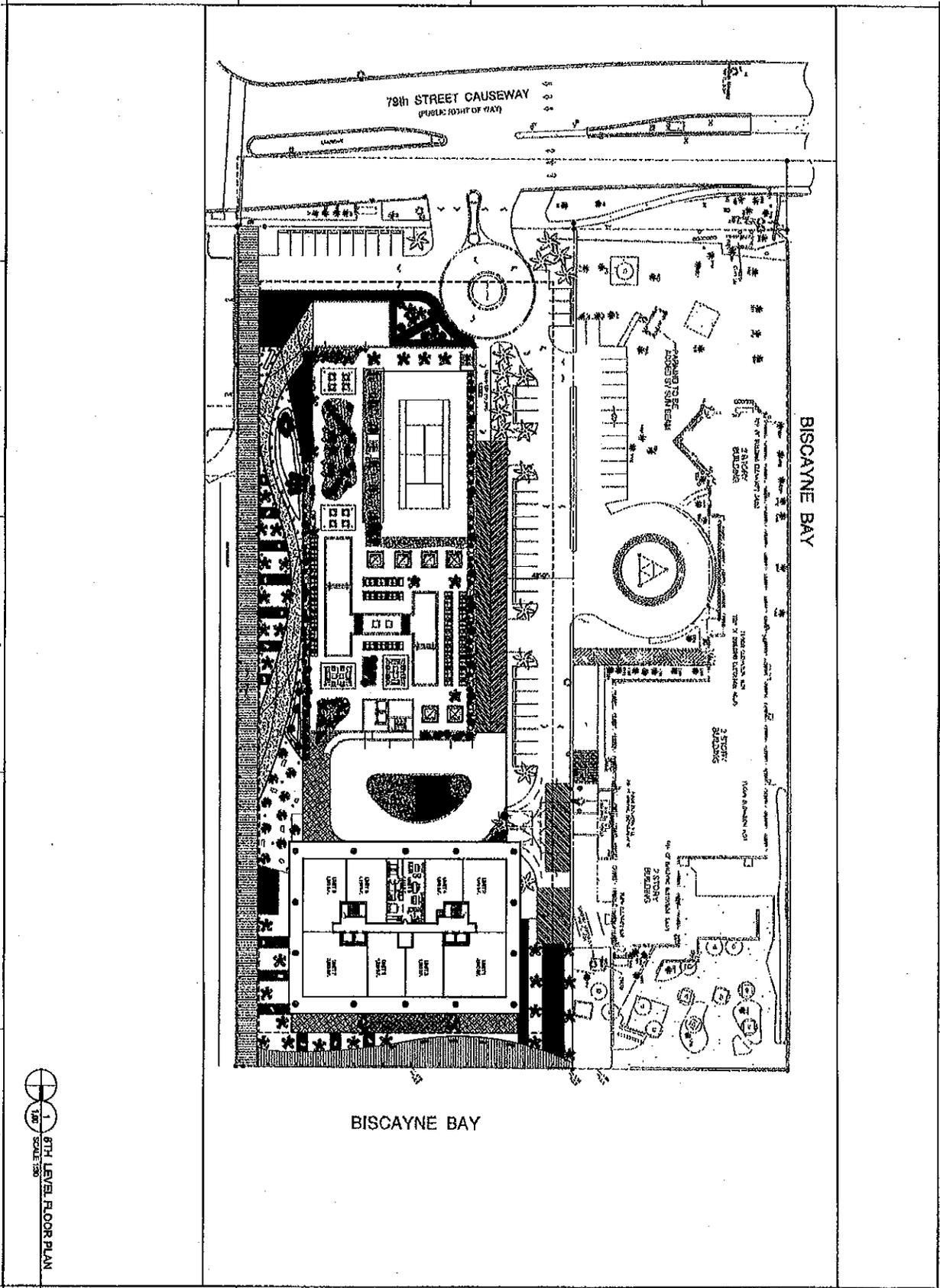
AA ASIO NCARB
 2018 Biscayne Boulevard
 Suite 1000
 Miami, Florida 33137
 P: 305.371.1111
 F: 305.371.1112
 WWW.KOBKARP.COM

ISLES OF DREAMS
 1418 NE 79th STREET CAUSEWAY
 NORTH BAY VILLAGE, FLORIDA

AMENITY LEVEL
 FLOOR PLAN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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13A(B9)



1
8TH LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

K O B

 K A R P
 ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 AIA ASID NCARB
 2000 North Bayshore
 Blvd., Suite 200
 Ft. Lauderdale, FL 33304
 WWW.KOBKARP.COM

ARCHITECTURE
 INTERIOR DESIGN
 PLANNING
 AIA ASID NCARB
 2000 North Bayshore
 Blvd., Suite 200
 Ft. Lauderdale, FL 33304
 WWW.KOBKARP.COM

ISLES OF DREAMS
 1412 NE 79TH STREET CAUSEWAY
 NORTHWAY VILLAGE, FLORIDA

ISLES OF DREAMS
 1412 NE 79TH STREET CAUSEWAY
 NORTHWAY VILLAGE, FLORIDA
 TYP UNIT LEVEL
 FLOOR PLAN

REVISIONS
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13A(40)

EXHIBIT C

13A(4)

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

13A(42)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE No.: 1:12-cv-22339-CMA

ISLE OF DREAMS, L.L.C.,

Plaintiff,

v.

CITY OF NORTH BAY VILLAGE,
FLORIDA,

Defendant.

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

13A(43)

EXHIBIT D

13A (44)

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.

13A(45)

CITY OF MIAMI BEACH, FLORIDA NOTICE OF GENERAL ELECTION NOVEMBER 5, 2013

NOTICE IS HEREBY GIVEN that a General Election has been called by the Mayor and City Commission of the City of Miami Beach, Florida, pursuant to City Resolution 2013-28345, and will be held in said City from 7:00 a.m. until 7:00 p.m. on the 5th day of November, 2013, for the purpose of electing a Mayor and three (3) City Commissioners in Groups I, II and III, respectively, each of whom shall hold office for the terms as provided by law; at which time there shall be submitted to the duly registered and qualified voters of the City of Miami Beach the following:

MAYOR (Vote for One)	
Steve Berke	50
Michael Góngora	51
Raphael Herman	52
Phillip Levine	53
GROUP I - COMMISSIONER (Vote for One)	
Mohammed Islam	55
Sherry Kaplan Roberts	56
Micky Steinberg	57
Elsa Urquiza	58
GROUP II - COMMISSIONER (Vote for One)	
Dave Crystal	60
Jorge Exposito	61
Michael Grieco	62
GROUP III - COMMISSIONER (Vote for One)	
Roger Abramson	64
Mattí Herrera Bower	65
Joy Malakoff	66

The appropriate and proper Miami-Dade County election officials shall conduct said General Election hereby called, with acceptance of the certification of the results of said General Election to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated.

The voting precincts in the City for said General Election shall be as established by the proper and appropriate Miami-Dade County Elections Officials. On Election Day, all electors shall vote at the polling places and the voting precincts in which the official registration books show that the said electors reside. All questions concerning polling places and voting precincts should be directed to the Miami-Dade County Elections Department, 2700 NW 87 Avenue, Doral, Florida 33172; Telephone: 305.499.VOTE (8683) or 305.499.8480 TTY.

Registration of persons desiring to vote in the General Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Department. The voter registration deadline for the November 5, 2013 General Election is the close of business on Monday, **October 7, 2013**. All questions concerning voter registration should be directed to the Miami-Dade County Elections Department, 2700 NW 87 Avenue, Doral, Florida 33172; Telephone: 305.499.VOTE (8683) or 305.499.8480 TTY.

Absentee voters participating in said General Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

The General Election will be conducted in accordance with the applicable provisions of the Florida Statutes and the Charter and Code of the City of Miami Beach, Florida. A copy of Resolution 2013-28345 is available at the City Clerk's Office and online at: <http://web.miamibeachfl.gov/cityclerk/elections/scroll.aspx?id=64033>

Rafael E. Granado, City Clerk
City of Miami Beach, Florida

MIAMIBEACH

Ad 811

BISCAYNE PARK

Choice to be made Nov. 14

• MANAGER, FROM 6NE

ning and development director for the Seminole Tribe of Florida, and community development services director for Wilton Manners.

Shafran has a bachelor's degree in history from Queens College and a master's in heritage preservation from Georgia State University.

"I am warm, approachable, fair and a good fit for the village. I would also like the community to know that

I am here to listen, serve the commission and residents, and I am able to come up with solutions that maintain and improve the quality of life for the village residents," Shafran said.

If hired, she wants to, "address the financial sustainability of the village. This includes identifying new sources of revenue, increasing the general fund reserves and evaluating the current delivery of services; with the Village Commission, community leaders and residents create a strate-

gic plan and identify goals that map out our next ten years; set priorities to maintain and improve the village's infrastructure and resources including the medians, Village Hall, the police headquarters, the park system, the tree canopy and address the village boundary adjacent to the FEC corridor."

Commissioners plan to make a final decision at a meeting at 7 p.m. Nov. 14, at the Ed Burke Recreation Center.

SOUTH MOTORS

US-1 & South 160-180 Street in Miami southmotors.com



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

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

THE COMMISSION WILL CONSIDER A DEVELOPMENT AGREEMENT RELATED TO THE PROPOSED DEVELOPMENT OF THE PROPERTY GENERALLY LOCATED AT 1416 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOLIO NUMBER 23-3209-000-0201 CONSISTING OF APPROXIMATELY 3.33 ACRES. THE PROPOSED DEVELOPMENT PROVIDES FOR MIXED USE DEVELOPMENT INCLUDING 237 RESIDENTIAL UNITS, AT 70 UNITS PER ACRE, 60,000 SQUARE FEET OF RETAIL/RESTAURANT/SERVICE/OFFICE USE AT AN APPROXIMATE FLOOR AREA RATIO OF 0.945, AND ASSOCIATED PARKING WITH A MAXIMUM BUILDING HEIGHT OF 340 FEET.

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

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

PURSUANT TO SECTION 288.0105, **FLORIDA STATUTES** IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

YVONNE R. HAMILTON, OMC
VILLAGE CLERK
(OCTOBER 29, 2013)

13A(47)



North Bay Village

Administrative Offices

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

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

RECOMMENDATION MEMORANDUM

DATE: September 30, 2013

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

RECOMMENDED BY STAFF/COMMISSIONER:  Frank Rollason, Interim Village Manager; Nina Boniske, Village Attorney

PRESENTED BY STAFF: Frank Rollason, Interim Village Manager; Nina Boniske, Village Attorney

SUBJECT: Renewal of Franchise Agreement with Peoples Gas System

RECOMMENDATION:

It is recommended that the Village Commission adopt an Ordinance approving a new Franchise Agreement with Peoples Gas System ("Peoples").

BACKGROUND:

In 1983 the Village adopted Ordinance 83-120, which authorized a 30-year franchise with Peoples for the use of the Village's rights-of-ways to provide natural gas throughout the Village. The franchise is set to expire in November of 2013. Under the existing franchise, Peoples pays the Village a 6% franchise fee based upon its gross revenues derived from the sale of natural gas to residential, commercial and industrial customers within the Village (excluding uncollectable invoices).

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

14A(1)
Commissioner
Jorge Gonzalez

The new Franchise would provide the same Franchise Fee. In exchange for the payment of the Franchise Fee and the issuance of the franchise to Peoples, the Village agrees not to be in the business of providing electric utilities. The newly proposed franchise (the "Franchise") is for a term of 30 years, and Peoples would pay the Village the 6% Franchise Fee in monthly installments. Under the new Franchise, the Village would coordinate the location of facilities in the rights-of-ways. Peoples would indemnify and provide liability insurance in favor of the Village for any damages that might occur in the Village's Rights-of-ways.

BUDGETARY IMPACT (FINANCE DEPT):

This historical revenues received by the Village from the existing franchise for the last 3 years have been approximately \$ 20,052 per year. The Village is projected to receive \$20,244 for the Fiscal Year ending September 30, 2013. Under the new Franchise, the Village is projected to receive approximately \$20,000 in gas franchise fees for Fiscal Year 2014. As the Village has recently approved new development, and it is anticipated that other vacant and developed parcels will be developed/redeveloped in the near future, when those projects are completed and on-line, the Village's franchise fee revenues should show some increase. This would be mainly for multi-family and commercial development that uses natural gas.

PERSONNEL IMPACT:

None.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

14A(2)
Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: October 2, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Interim Village Manager

SUBJECT: Introduction of Resolution

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

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

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

14A(3)
Commissioner
Jorge Gonzalez

ORDINANCE NO. _____

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

WHEREAS, the Village Commission of North Bay Village, Florida recognizes that North Bay Village and its citizens need and desire the continued benefits of natural gas service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and North Bay Village does not desire to undertake to provide such services; and

WHEREAS, Peoples Gas System (the "Company") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between North Bay Village and the Company, the terms of which are set forth in North Bay Village Ordinance No. 83-20, passed and adopted November 23, 1983, and granting to the Company, its successors and assigns, a thirty (30) year natural gas franchise ("Current Franchise Agreement"); and

WHEREAS, the Company and North Bay Village desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to North Bay Village in exchange for the non-exclusive right and privilege of supplying natural gas and other services within North Bay Village free of competition from North Bay Village, pursuant to certain terms and conditions, and

WHEREAS, the Village Commission of North Bay Village deems it to be in the best interest of North Bay Village and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement.

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

Section 1. Definitions.

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the Village.
- B. "Village" shall mean North Bay Village, Miami-Dade County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Village.

- E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 19 below.
- F. "Franchise Fee" shall mean the fee paid by the Company to the Village for the use of the Village's Rights-of-Way as specified in Section 10.
- G. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the Village and accepted by the Company, as provided in Section 19.
- H. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- I. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- J. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity or utility.
- K. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases, which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- L. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned or controlled by the Village.

Section 2. Grant of Non-Exclusive Franchise.

The Village hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Village, or in such territory as may be hereafter added or annexed to, or consolidated with, the Village, a Distribution System subject to the terms and conditions herein contained.

Section 3. Term of Franchise.

Except as provided in Section 15, the Franchise hereby granted shall be for a period of thirty (30) years from the effective date of this Ordinance.

Section 4. Assignment.

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the Village, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the Village.

B. Notwithstanding the foregoing, the Company may, without the consent of the Village, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in a similar business (including an affiliate or subsidiary of the Company).

Section 5. Village Covenant.

As a further consideration for this Franchise Agreement, the Village covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Village, during the term of this Franchise Agreement.

Section 6. Use of Streets.

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate Village authority. The Village shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the Village shall not charge the Company any permit fees for the issuance of such permits; however, the Company shall be required to post a bond as part of the permitting process. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the Village, to restore such Rights-of-way, then the Village may undertake such restoration (other than any restoration work on the Distribution System) and utilize the bond or charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the Village has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the Village or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the Village shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

Section 7. Maintenance.

All such components of the Distribution System of the Company located within the Village shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

Section 8. Laying of Pipe.

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in Village permits.

Section 9. Construction Work.

The Village reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cable, fiber optics, sewers, stormwater, and to do and permit to be done any underground work that may be deemed necessary or proper by the Village in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise

improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the Village to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the Village without claim for reimbursement. If the Village shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person (excluding the Village for the purposes of this sentence) to use said Rights-of-way of the Village, as part of its permitting or approval process, the Village shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not interfere with, change, or injure any water pipes, drains, or sewers of said Village unless it has received specific permission from the Village or its duly authorized representative.

Section 10. Franchise Fee.

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the Village, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenues for the previous month, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the Village. The Franchise Fee

payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. Late payments shall be subject to interest at a rate of twelve percent (12%) per annum.

Section 11. Identification of Village Residents.

No less than thirty (30) days prior to the Effective Date, the Village shall deliver to the Company such information (including Village limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the Village limits. The Village shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay Franchise Fees to the extent the Village has failed to provide information in accordance with this Section 11.

Section 12. Accounts and Records.

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Village are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the Village, or its designated representative, the Company shall make available said records within thirty (30) days to the Village for the determination of the accuracy of the Gross Revenues upon which the Company's Franchise Fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

Section 13. Insurance.

During the term of this Franchise, the Company shall file with the Village Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the Village, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$1,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The Village shall be named as an additional insured on such policies. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance upon the Company providing the Village Manager with satisfactory documentation of self-insurance reserves at such amounts as are acceptable to the Village Manager. The Village shall not be subordinate to other payees/claimants should the Company choose to self insure.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the Village, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective.

Section 14. Indemnification.

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Village, its officers, agents and

employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company, its officers, agents or employees criminal acts, intentional torts, strict liability or negligent operation of the Distribution System within the Village during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the Village in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the Village, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

Section 15. Termination by Village.

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Village to declare a termination this Franchise

Agreement; provided, however, that before such action by the Village shall become operative and effective, the Company shall have been served by the Village with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Village with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the Village, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

Section 16. Changes in Provisions Hereof.

Changes in the terms and conditions hereof may be made by written agreement between the Village and the Company.

Section 17. Severability; Change in Law; Repeal.

A. If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

B. Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Village or any other

governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or Village may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

C. Ordinance No. 83-20, passed and adopted on November 23, 1983 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 18. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. Venue for any litigation arising out of this Franchise Agreement shall be in Miami-Dade County

Section 19. Effective Date.

This Franchise Agreement shall become effective upon its execution by each of the Village and the Company.

A motion to approve the foregoing Ordinance on first reading on October 8, 2013 was offered by Commissioner Richard Chervony, seconded by Commissioner Jorge Gonzalez.

THE VOTES WERE AS FOLLOWS:

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

14A(15)

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED __ day of October 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, Village Clerk, CMC

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

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

Accepted this ____ day of _____, 2013

Peoples Gas System, a division of Tampa Electric Company

By: _____

Title: _____

14A(16)



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

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

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

Miami Beach City Hall First Floor Conference Room 1700 Convention Center Drive Miami Beach, FL 33139	North Shore Branch Library Program Room 7501 Collins Avenue Miami Beach, FL 33141
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DATES	HOURS
Sunday, October 27, 2013	1:00 PM to 5:00 PM
Monday, October 28, 2013	11:00 AM to 7:00 PM
Tuesday, October 29, 2013	11:00 AM to 7:00 PM
Wednesday, October 30, 2013	11:00 AM to 7:00 PM
Thursday, October 31, 2013	11:00 AM to 7:00 PM
Friday, November 1, 2013	11:00 AM to 7:00 PM
Saturday, November 2, 2013	9:00 AM to 1:00 PM
Sunday, November 3, 2013	1:00 PM to 5:00 PM

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

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

Rafael E. Granado
City Clerk

MIAMI BEACH
Ad 821



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

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

1. AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON- EXCLUSIVE NATURAL GAS FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY OF NORTH BAY VILLAGE, FLORIDA, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO NORTH BAY VILLAGE; PROVIDING FOR REPEAL OF EXISTING FRANCHISE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 151.19 OF THE VILLAGE CODE PERTAINING TO OFF- DUTY POLICE COVERAGE FOR BUILDING CONSTRUCTION OVER THREE STORIES TALL; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
3. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED.

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

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

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

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

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

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

14A(17)



Memorandum

To: Frank Rollason, Village Manager
From: James G. LaRue
Date: December 4, 2013
Subject: 1625 Kennedy Causeway, Generator Installation (Staff Report Update)

At the November 12, 2013 Village Commission meeting, the Commissioners voted to table the 1625 Kennedy Causeway variance request till the December 10th Commission meeting. Since that time, we have spoken to the Bayview Condominium management group as well as a Condominium Association Board member. We have been assured that at least one Condominium Board member will be present at the December 10th meeting. The representative will be prepared to discuss the generator installation matter with the Commission and answer all questions regarding the Board's decision process to allow the generator to be installed.

Additionally, investigation by the Village Public Works Director has found that there is an existing natural gas line along Kennedy Causeway, but it is not known whether there is an existing connection to the property at 1625 Kennedy Causeway. If there is not an existing connection, a connection must be paid for by the Applicant, if the Commission requires the generator to be fueled by natural gas. A representative of TECO Gas will be present at the December 10th meeting and will be prepared to discuss connection possibilities with the Commission and the Applicant.

We have also requested that a knowledgeable representative for Verizon attend the December 10th meeting and be prepared to discuss the merits of a diesel versus natural gas fueled generator.

Our staff is still recommending approval of this variance request with all previous conditions to be included. We will be prepared to offer guidance to the Commission at the December 10th meeting.

cc: Yvonne Hamilton, Village Clerk

14B(1)A



Staff Report Variance Request

Prepared for: North Bay Village Commission

*Applicant: Bayview Condominium Association and
Verizon Wireless*

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



Serving Florida Local Governments Since 1988

14B(1)

General Information

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

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

Legal Description of Subject Property

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

Item Before the Village Commission

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

14B(2)



Description of the Situation

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

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

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

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

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

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

1413(3)



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

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

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

Adjacent Future Land Use Map Classifications and Zoning Districts

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



Required Findings:

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

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

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

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

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

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



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

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

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

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

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

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

HB(6)



Recommendation:

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

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

Submitted by:

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

Hearing: Village Commission, November 12, 2013

Attachments:

HBC(?)





North Bay Village

Administrative Offices

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

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

APPLICATION FOR PUBLIC HEARINGS:

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

Verizon Wireless in cooperation with the
Bayview Condominium at North Bay Village
Applicant's Name: Association, Inc. Phone: 248-773-2976

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

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

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

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

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

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

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

the rooftop will continue to work for Verizon subscribers.

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

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

14B(8)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

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

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

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

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

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

[Signature] _____ Lisa M Poklop _____
Authorized Signature Print Name

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

[Signature]
Notary Public



14B(9)

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

Office Use Only:

Date Submitted: 10/9/13

Fee Paid: \$ 100.00

Tentative Meeting Date: 11/12/13

Cash or Check # 125289

Date Paid: 10/9/13

14B(10)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

MIAMI-DADE COUNTY SHORELINE COORDINATOR LETTER



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

November 1st, 2013

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

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

Dear Mr. Smith:

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

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

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

Sincerely,

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

14B(12)



SHORELINE DEVELOPMENT REVIEW COMMITTEE RESOLUTION

SHORELINE DEVELOPMENT REVIEW COMMITTEE

RESOLUTION 96 - SDRC -03

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

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

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

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

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

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

14B(13)



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

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

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

The vote on the motion was as follows:

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

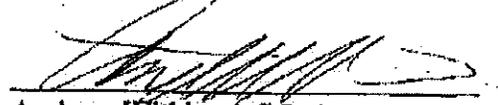
Motion to approve passed - 4-2.

14B(14)



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

Respectfully submitted,



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

9/12/96

Date

App. # 95-05

k:Alex'sdr/reso9603

14B(15)



NORTH BAY VILLAGE CODE SECTION 151.25

§ 151.25 Emergency electric generator required.

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

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

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

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

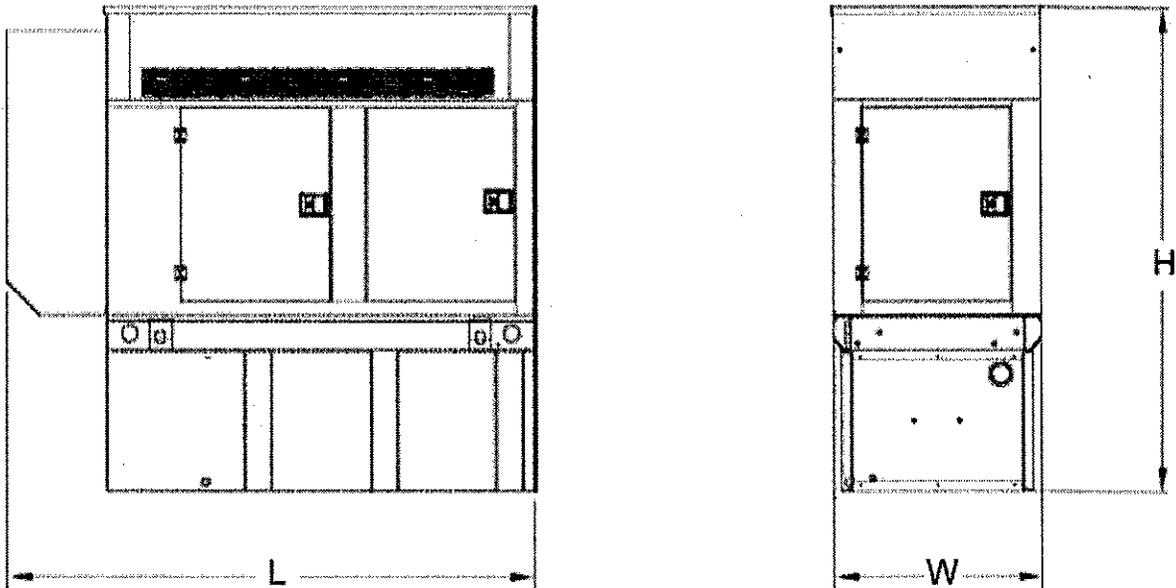
(Ord. 81-04, passed 1-21-81; Am. Ord. 90-10, passed 5-22-90; Ord. No. 2005-13, § 1, 11-8-05; Ord. No. 05-16, § 1, 12-13-05)

Cross reference— Penalty, see § 151.99.

14B(16)



GENERATOR SPECIFICATIONS



LEVEL 2 SOUND ENCLOSURE

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

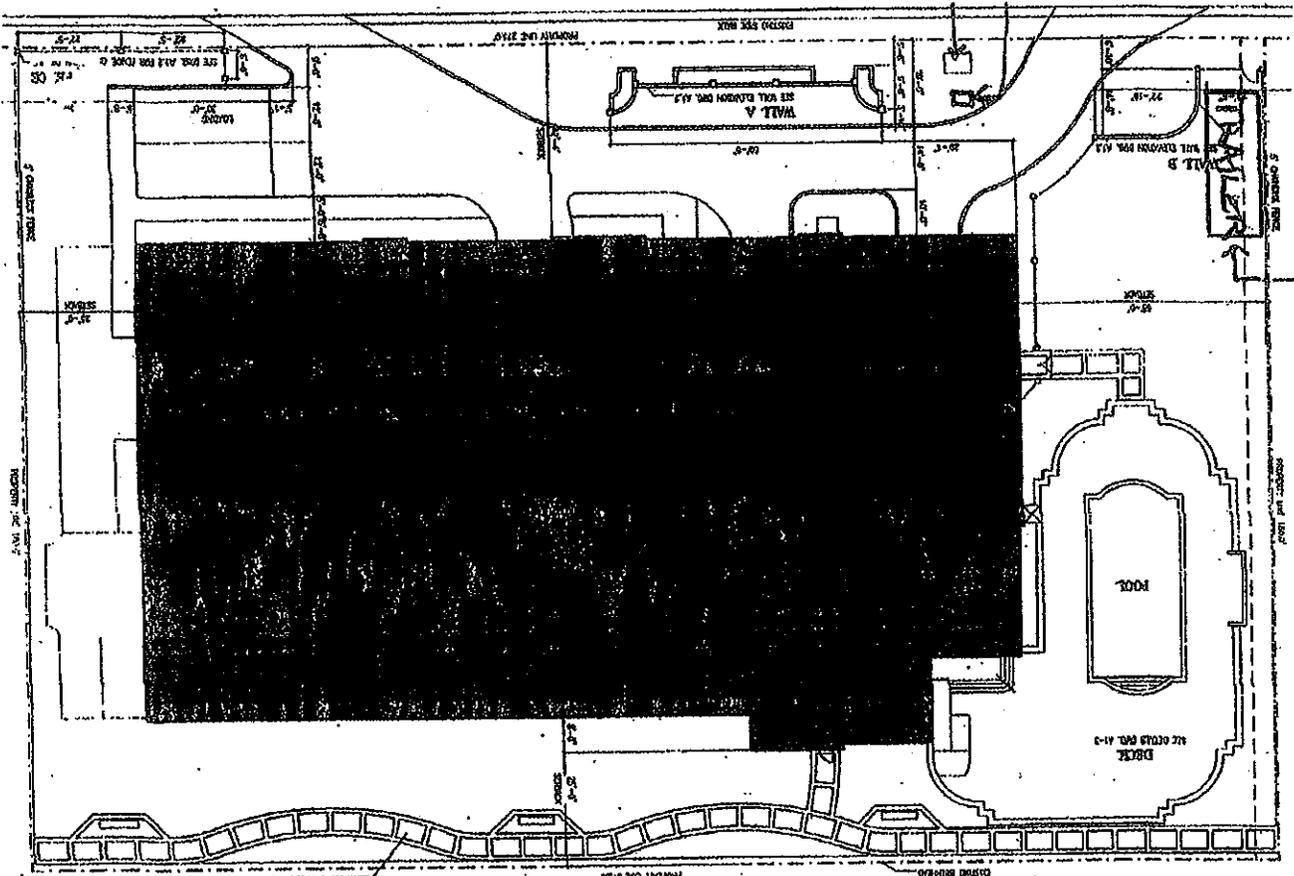
14B(17)



AERIAL PHOTOGRAPH OF SUBJECT SITE



14B(18)



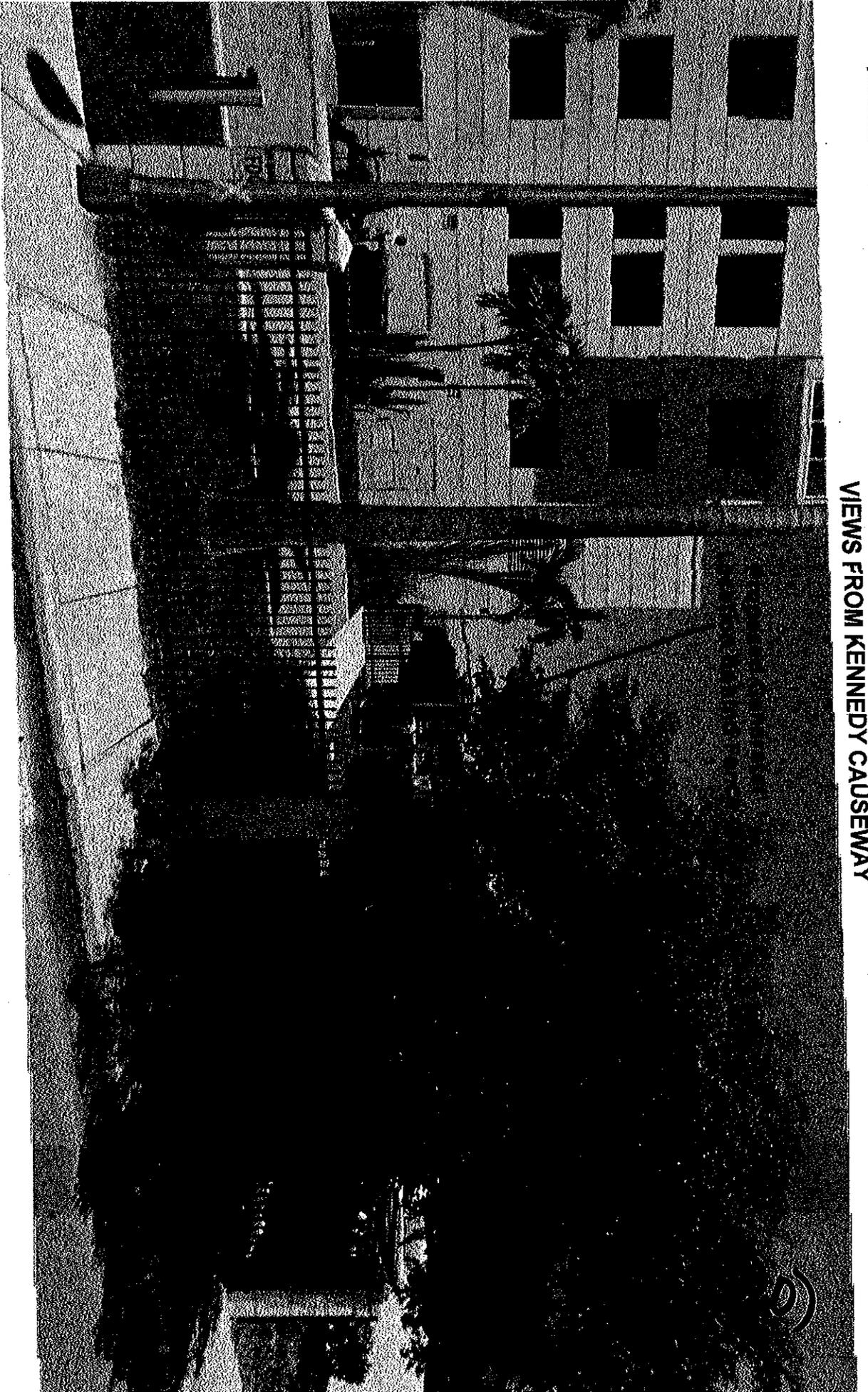
CONDOMINIUM BUILDING 2001 SITE PLAN

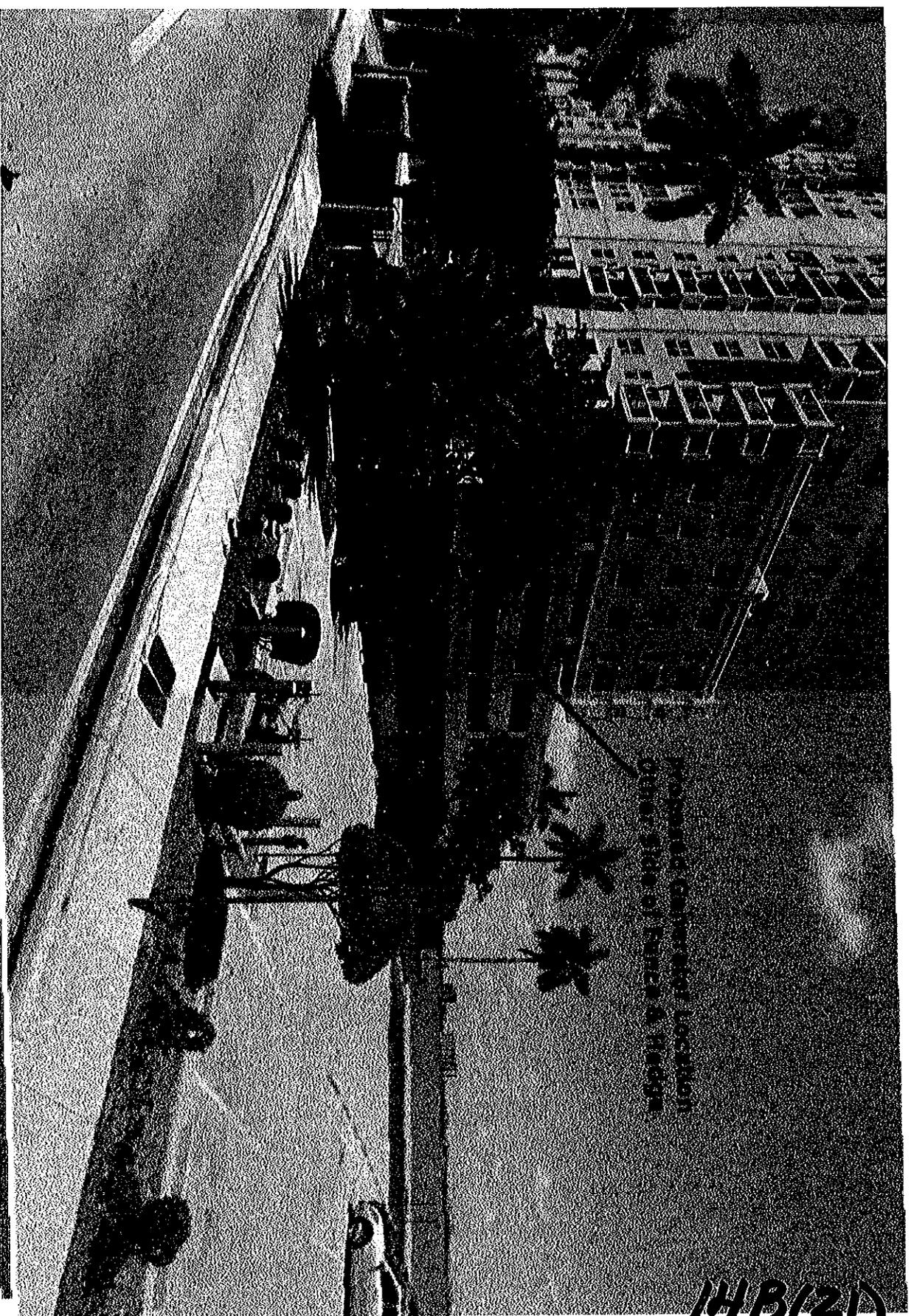
Applicant: Bayview Condo. Assoc. / Verizon Wireless
1625 Kennedy Causeway

Staff Report
Variance Request

14B(19)

VIEWS FROM KENNEDY CAUSEWAY

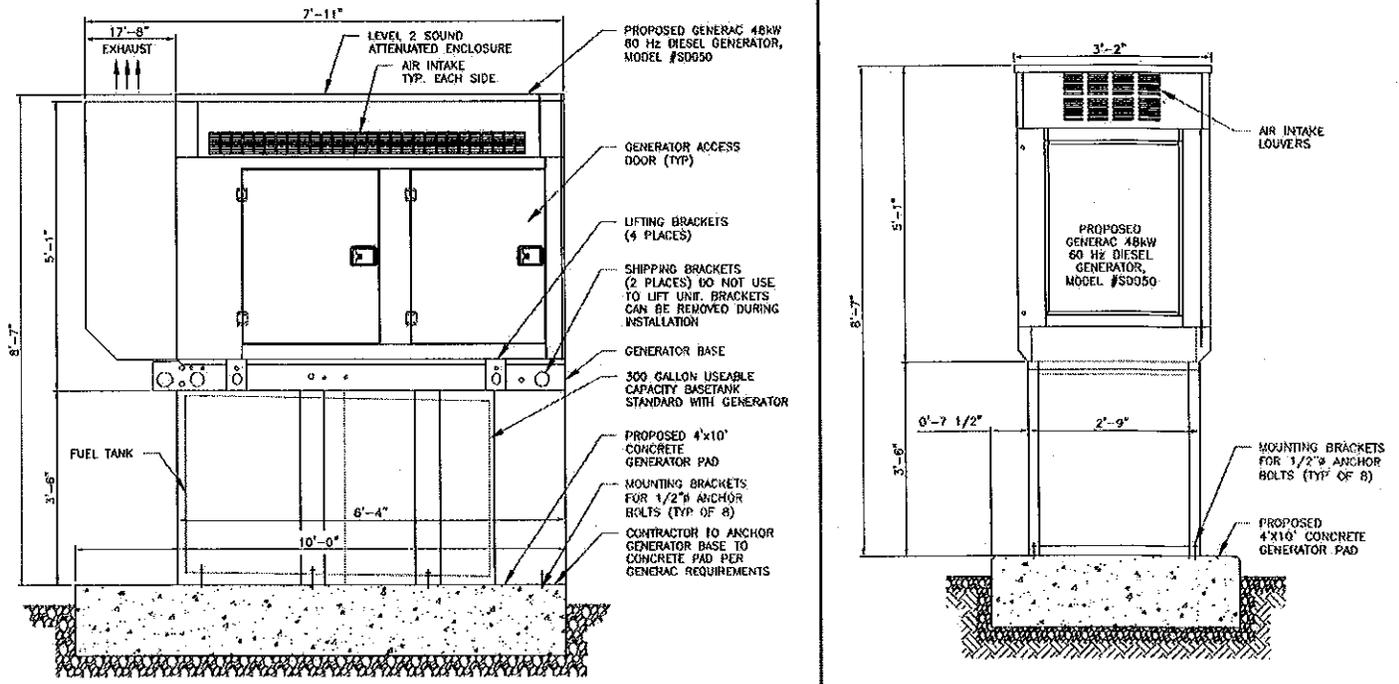




14B(21)



GENERATOR PLANS



14B(23)



North Bay Village

Administrative Offices

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

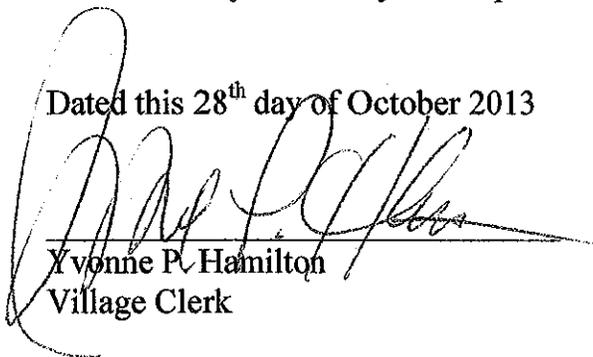
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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

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

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

Dated this 28th day of October 2013


Yvonne P. Hamilton
Village Clerk

(Commission Meeting – 11/12/2013)

14B(24)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

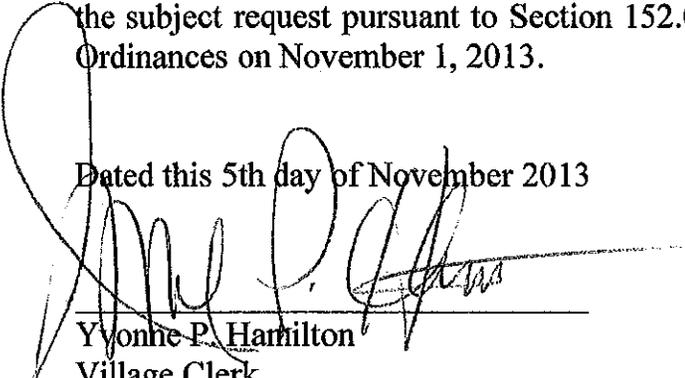
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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

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

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

Dated this 5th day of November 2013



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting – 11/12/2013)

14B(25)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

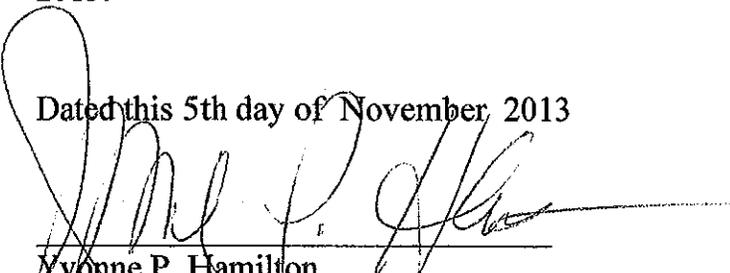
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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

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

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

Dated this 5th day of November, 2013


Yvonne P. Hamilton
Village Clerk

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

14B(26)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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

1. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED.

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

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

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

HB(27)

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

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

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

Cole BN North Bay Village FL LLC
National Tax Resource Group
112000 Quorum Dr., #510
Dallas, TX 75254

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

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

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

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

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

Clear Channel Metroplex
200 Concord Plaza
San Antonio, TX 78216

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

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

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

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

14B(29)

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

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

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

Owner/Occupant
7901 Hispanola Avenue, #602
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #707
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #809
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #603
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #708
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #810
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #604
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #709
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #811
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #605
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #710
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #901
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #608
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #802
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #902
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #702
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #803
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #903
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #703
North Bay Village, FL 33141

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7901 Hispanola Avenue, #804
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #904
North Bay Village, FL 33141

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7901 Hispanola Avenue, #704
North Bay Village, FL 33141

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7901 Hispanola Avenue, #805
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #705
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #807
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #907
North Bay Village, FL 33141

14B(30)

Use Avery® Template 5160®
Easy Peel® Labels

AVERY® 5160®



Bend along line to
expose Pop-up Edge™
Feed Paper

Owner/Occupant
7901 Hispanola Avenue, #908
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1108
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #910
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #911
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1009
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #912
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1101
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Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1106
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1208
North Bay Village, FL 33141

14B(3)
Easy Peel® Labels
Use Avery® Template 5160

Bend along line to
expose Pop-up Edge™
Feed Paper

AVERY® 5160

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

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

Owner/Occupant
7901 Hispanola Avenue, #1606
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1211
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141



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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

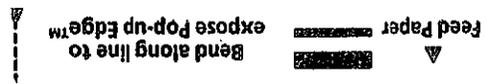
Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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

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

14B(33)



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

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

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

Owner/Occupant
1625 Kennedy Causeway, #504D
N. Bay Village, FL 33141

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

Owner/Occupant
1625 Kennedy Causeway, #506B
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141

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

Owner/Occupant
1625 Kennedy Causeway, #601E
N. Bay Village, FL 33141

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

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

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

Owner/Occupant
1625 Kennedy Causeway, #803H
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Owner/Occupant
1625 Kennedy Causeway, #804D
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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

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1625 Kennedy Causeway, #807A
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1625 Kennedy Causeway, #808A
N. Bay Village, FL 33141

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

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

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

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

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

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

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

Owner/Occupant
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. _____

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Findings.

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

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

Section 3. Grant.

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

Section 4. Appeal.

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

Section 5. Conditions.

The Variance is approved subject to the following conditions:

1. To comply with Section 151.25, screening must be provided which screens the entire height of the generator structure.
2. Building permits and related approvals for generator installation must be obtained from the Building Official prior to commencement of construction.
3. All applicable state and federal permits must be obtained before commencement of construction.
4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

5. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 6. Violation of Terms and Conditions.

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

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 10th day of December 2013.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

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

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

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

14B(40)



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

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

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

Miami Beach City Hall First Floor Conference Room 1700 Convention Center Drive Miami Beach, FL 33139	North Shore Branch Library Program Room 7501 Collins Avenue Miami Beach, FL 33141
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DATES	HOURS
Sunday, October 27, 2013	1:00 PM to 5:00 PM
Monday, October 28, 2013	11:00 AM to 7:00 PM
Tuesday, October 29, 2013	11:00 AM to 7:00 PM
Wednesday, October 30, 2013	11:00 AM to 7:00 PM
Thursday, October 31, 2013	11:00 AM to 7:00 PM
Friday, November 1, 2013	11:00 AM to 7:00 PM
Saturday, November 2, 2013	9:00 AM to 1:00 PM
Sunday, November 3, 2013	1:00 PM to 5:00 PM

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

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

Rafael E. Granado
City Clerk

MIAMIBEACH
Ad 821



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

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

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

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

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

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

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

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

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

14B(41)

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

14C(1)

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. The Village Clerk shall forward a copy of this Resolution to United States Senator Bill Nelson (D-FL), United States Senator Marco Rubio (R-FL), U.S. Representative Frederica Wilson (D-FL), U.S. Representative Debbie Wasserman Schultz (D-FL) and Rick Scott, Governor of the State of Florida.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th 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:**

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

North Bay Village Resolution-Biggert Waters Flood Insurance Reform Act



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: November 1, 2013

TO: Frank K. Rollason
Village Manager

FROM: Jorge Gonzalez 
Commissioner

SUBJECT: Introduction of Resolution

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

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

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

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

14C(6)
Commissioner
Jorge Gonzalez

113RD CONGRESS
1ST SESSION

S. 1610

To delay the implementation of certain provisions of the Biggert-Waters Flood Insurance Reform Act of 2012, and for other purposes.

IN THE SENATE OF THE UNITED STATES

OCTOBER 29, 2013

Mr. MENENDEZ (for himself, Mr. ISAKSON, Ms. LANDRIEU, Mr. COCHRAN, Mr. MERKLEY, Mr. VITTER, Mr. HOEVEN, Ms. HEITKAMP, Mr. SCHUMER, Mrs. GILLIBRAND, Mr. MARKEY, Mr. NELSON, Mr. BEGICH, Ms. WARREN, and Mr. FRANKEN) introduced the following bill; which was read twice and referred to the Committee on Banking, Housing, and Urban Affairs

A BILL

To delay the implementation of certain provisions of the Biggert-Waters Flood Insurance Reform Act of 2012, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Homeowner Flood Insurance Affordability Act of 2013”.

SEC. 2. DEFINITIONS.

As used in this Act, the following definitions shall apply:

(1) **ADJUSTED BASE FLOOD ELEVATION.**—For purposes of rating a floodproofed covered structure, the term “adjusted base flood elevation” means the base flood elevation for a covered structure on the applicable effective flood insurance rate map, plus 1 foot.

14C(7)

(2) ADMINISTRATOR.—The term “Administrator” means the Administrator of the Federal Emergency Management Agency.

(3) AFFORDABILITY AUTHORITY BILL.—The term “affordability authority bill” means a non-amendable bill that if enacted would only grant the Administrator the authority necessary to promulgate regulations in accordance with the criteria set forth in section 3(d)(2).

(4) AFFORDABILITY STUDY.—The term “affordability study” means the study required under section 100236 of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 957).

(5) APPLICABLE FLOOD PLAIN MANAGEMENT MEASURES.—The term “applicable flood plain management measures” means flood plain management measures adopted by a community under section 60.3(c) of title 44, Code of Federal Regulations.

(6) COVERED STRUCTURE.—The term “covered structure” means a residential structure—

(A) that is located in a community that has adopted flood plain management measures that are approved by the Federal Emergency Management Agency and that satisfy the requirements for an exception for floodproofed residential basements under section 60.6(c) of title 44, Code of Federal Regulations; and

(B) that was built in compliance with the applicable flood plain management measures.

(7) DRAFT AFFORDABILITY FRAMEWORK.—The term “draft affordability framework” means the draft programmatic and regulatory framework required to be prepared by the Administrator and submitted to Congress under section 3(d) addressing the issues of affordability of flood insurance sold under the National Flood Insurance Program, including issues identified in the affordability study.

(8) FLOODPROOFED ELEVATION.—The term “floodproofed elevation” means the height of floodproofing on a covered structure, as identified on the Residential Basement Floodproofing Certificate for the covered structure.

(9) NATIONAL FLOOD INSURANCE PROGRAM.—The term “National Flood Insurance Program” means the program established under the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.).

14C(8)

SEC. 3. DELAYED IMPLEMENTATION OF FLOOD INSURANCE RATE INCREASES; DRAFT AFFORDABILITY FRAMEWORK.

(a) DELAYED IMPLEMENTATION OF FLOOD INSURANCE RATE INCREASES.—

(1) **GRANDFATHERED PROPERTIES.**—Beginning on the date of enactment of this Act, the Administrator may not increase risk premium rates for flood insurance for any property located in an area subject to the premium adjustment required under section 1308(h) of the National Flood Insurance Act of 1968 (42 U.S.C. 4015(h)).

(2) **PRE-FIRM PROPERTIES.**—Beginning on the date of enactment of this Act, the Administrator may not reduce the risk premium rate subsidies for flood insurance for any property—

(A) described under section 1307(g)(1) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(1)); or

(B) described under 1307(g)(3) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(3)), provided that the decision of the policy holder to permit a lapse in flood insurance coverage was as a result of the property no longer being required to retain such coverage.

(3) **EXPIRATION.**—The prohibitions set forth under paragraphs (1) and (2) shall expire 6 months after the later of—

(A) the date on which the Administrator proposes the draft affordability framework;

(B) the date on which any regulations proposed pursuant to the authority that the Administrator is granted in the affordability authority bill, if such bill is enacted, become final; or

(C) the date on which the Administrator certifies in writing to Congress that the Federal Emergency Management Agency has implemented a flood mapping approach that utilizes sound scientific and engineering methodologies to determine varying levels of flood risk in all areas participating in the National Flood Insurance Program.

(b) PROPERTY SALE TRIGGER.—Section 1307(g)(2) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(2)) is amended to read as follows:

“(2) any property purchased after the expiration of the 6-month period set forth under section 3(a)(3) of the Homeowner Flood Insurance Affordability Act of 2013;”.

146 (9)

(c) TREATMENT OF PRE-FIRM PROPERTIES.—Beginning on the date of enactment of this Act and ending upon the expiration of the 6-month period set forth under subsection (a)(3), the Administrator shall restore the risk premium rate subsidies for flood insurance estimated under section 1307(a)(2) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(a)(2)) for any property described in subparagraphs (A) and (B) of subsection (a)(2) of this Act and in section 1307(g)(2) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(2)).

(d) DRAFT AFFORDABILITY FRAMEWORK.—

(1) IN GENERAL.—The Administrator shall prepare a draft affordability framework that proposes to address, via programmatic and regulatory changes, the issues of affordability of flood insurance sold under the National Flood Insurance Program, including issues identified in the affordability study.

(2) CRITERIA.—In carrying out the requirements under paragraph (1), the Administrator shall consider the following criteria:

(A) Accurate communication to consumers of the flood risk associated with their property.

(B) Targeted assistance to flood insurance policy holders based on their financial ability to continue to participate in the National Flood Insurance Program.

(C) Individual or community actions to mitigate the risk of flood or lower the cost of flood insurance.

(D) The impact of increases in risk premium rates on participation in the National Flood Insurance Program.

(E) The impact flood insurance rate map updates have on the affordability of flood insurance.

(3) DEADLINE FOR SUBMISSION.—Not later than 18 months after the date on which the Administrator submits the affordability study, the Administrator shall submit to the full Committee on Banking, Housing, and Urban Affairs and the full Committee on Appropriations of the Senate and the full Committee on Financial Services and the full Committee on Appropriations of the House of Representatives the draft affordability framework.

(e) CONGRESSIONAL CONSIDERATION OF FEMA AFFORDABILITY AUTHORITIES.—

14C(10)

(1) NO REFERRAL.—Upon introduction in either House of Congress, an affordability authority bill shall not be referred to a committee and shall immediately be placed on the calendar.

(2) CONSIDERATION IN THE HOUSE OF REPRESENTATIVES.—

(A) PROCEEDING TO CONSIDERATION.—It shall be in order to move to proceed to consider the affordability authority bill in the House. All points of order against the motion are waived. Such a motion shall not be in order after the House has disposed of a motion to proceed with respect to the affordability authority bill. The previous question shall be considered as ordered on the motion to its adoption without intervening motion. The motion shall not be debatable. A motion to reconsider the vote by which the motion is disposed of shall not be in order.

(B) CONSIDERATION.—The affordability authority bill shall be considered as read. All points of order against the affordability authority bill and against its consideration are waived. The previous question shall be considered as ordered on the affordability authority bill to its passage without intervening motion except 10 hours of debate equally divided and controlled by the proponent and an opponent. A motion to reconsider the vote on passage of the affordability authority bill shall not be in order.

(3) CONSIDERATION IN THE SENATE.—

(A) PLACEMENT ON THE CALENDAR.—Upon introduction in the Senate, an affordability authority bill shall be immediately placed on the calendar.

(B) FLOOR CONSIDERATION.—Notwithstanding Rule XXII of the Standing Rules of the Senate, it is in order, at any time beginning on the day after the 6th day after the date of introduction of an affordability authority bill (even if a previous motion to the same effect has been disagreed to) to move to proceed to the consideration of the affordability authority bill and all points of order against consideration of the affordability authority bill are waived. The motion to proceed is not debatable. The motion is not subject to a motion to postpone. A motion to reconsider the vote by which the motion is agreed to or disagreed to shall not be in order. If a motion to proceed to the consideration of the affordability authority bill is agreed to, the affordability authority bill shall remain the unfinished business until disposed of.

(C) CONSIDERATION.—All points of order against the affordability authority bill are waived. Consideration of the affordability authority bill and of all debatable motions and appeals in connection therewith shall be limited to not more than 10 hours which shall be divided equally between the majority

14C(11)

and minority leaders or their designees. A motion further to limit debate on the affordability authority bill is in order, and is not debatable.

(D) NO AMENDMENTS.—An amendment to the affordability authority bill, or a motion to postpone, or a motion to proceed to the consideration of other business, or a motion to commit or recommit the affordability authority bill, is not in order.

(E) VOTE ON PASSAGE.—If the Senate has voted to proceed to the affordability authority bill, the vote on passage of the affordability authority bill shall occur immediately following the conclusion of consideration of the affordability authority bill, and a single quorum call at the conclusion of the debate if requested in accordance with the rules of the Senate.

(4) AMENDMENT.—The affordability authority bill shall not be subject to amendment in either the House of Representatives or the Senate.

(5) CONSIDERATION BY THE OTHER HOUSE.—

(A) IN GENERAL.—If, before passing the affordability authority bill, one House receives from the other an affordability authority bill—

(i) the affordability authority bill of the other House shall not be referred to a committee; and

(ii) the procedure in the receiving House shall be the same as if no affordability authority bill had been received from the other House except that the vote on passage shall be on the affordability authority bill of the other House.

(B) REVENUE MEASURE.—This subsection shall not apply to the House of Representatives if the affordability authority bill received from the Senate is a revenue measure.

(6) COORDINATION WITH ACTION BY OTHER HOUSE.—

(A) TREATMENT OF AFFORDABILITY AUTHORITY BILL OF OTHER HOUSE.—If the Senate fails to introduce or consider a affordability authority bill under this section, the affordability authority bill of the House shall be entitled to expedited floor procedures under this section.

(B) TREATMENT OF COMPANION MEASURES IN THE SENATE.—If following passage of the affordability authority bill in the Senate, the Senate then receives the affordability authority bill from the House of Representatives, the House-passed affordability authority bill shall not be debatable.

14CU2

(C) VETOES.—If the President vetoes the affordability authority bill, debate on a veto message in the Senate under this section shall be 1 hour equally divided between the majority and minority leaders or their designees.

(7) RULES OF THE HOUSE OF REPRESENTATIVES AND SENATE.—
This subsection is enacted by Congress—

(A) as an exercise of the rulemaking power of the Senate and the House of Representatives, respectively, and as such it is deemed a part of the rules of each House, respectively, but applicable only with respect to the procedure to be followed in that House in the case of an affordability authority bill, and it supersedes other rules only to the extent that it is inconsistent with such rules; and

(B) with full recognition of the constitutional right of either House to change its rules at any time, in the same manner, and to the same extent as in the case of any other rule of that House.

(f) INTERAGENCY AGREEMENTS.—The Administrator may enter into an agreement with another Federal agency to—

- (1) complete the affordability study; or
- (2) prepare the draft affordability framework.

(g) CLEAR COMMUNICATIONS.—The Administrator shall clearly communicate full flood risk determinations to individual property owners regardless of whether their premium rates are full actuarial rates.

(h) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to provide the Administrator with the authority to provide assistance to homeowners based on affordability that was not available prior to the enactment of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 916).

SEC. 4. AFFORDABILITY STUDY AND REPORT.

Notwithstanding the deadline under section 100236(c) of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 957), not later than 2 years after the date of enactment of this Act, the Administrator shall submit to the full Committee on Banking, Housing, and Urban Affairs and the full Committee on Appropriations of the Senate and the full Committee on Financial Services and the full Committee on Appropriations of the House of Representatives the affordability study and report required under such section.

SEC. 5. AFFORDABILITY STUDY FUNDING.

14C(13)

Section 100236(d) of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 957) is amended by striking “not more than \$750,000” and inserting “such amounts as may be necessary”.

SEC. 6. FUNDS TO REIMBURSE HOMEOWNERS FOR SUCCESSFUL MAP APPEALS.

(a) **IN GENERAL.**—Section 1363(f) of the National Flood Insurance Act of 1968 (42 U.S.C. 4104(f)) is amended by striking the second sentence and inserting the following: “The Administrator may use such amounts from the National Flood Insurance Fund established under section 1310 as may be necessary to carry out this subsection.”.

(b) **CONFORMING AMENDMENT.**—Section 1310(a) of the National Flood Insurance Act of 1968 (42 U.S.C. 4017(a)) is amended—

- (1) in paragraph (6), by striking “and” at the end;
- (2) in paragraph (7), by striking the period at the end and inserting “; and”; and
- (3) by adding at the end the following:
“(8) for carrying out section 1363(f).”.

SEC. 7. FLOOD PROTECTION SYSTEMS.

(a) **ADEQUATE PROGRESS ON CONSTRUCTION OF FLOOD PROTECTION SYSTEMS.**—Section 1307(e) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(e)) is amended—

- (1) in the first sentence, by inserting “or reconstruction” after “construction”;
- (2) by amending the second sentence to read as follows: “The Administrator shall find that adequate progress on the construction or reconstruction of a flood protection system, based on the present value of the completed flood protection system, has been made only if (1) 100 percent of the cost of the system has been authorized, (2) at least 60 percent of the cost of the system has been appropriated, (3) at least 50 percent of the cost of the system has been expended, and (4) the system is at least 50 percent completed.”; and
- (3) by adding at the end the following: “Notwithstanding any other provision of law, in determining whether a community has made adequate progress on the construction, reconstruction, or improvement of a flood protection system, the Administrator shall consider all sources of funding, including Federal, State, and local funds.”.

14C(14)

(b) **COMMUNITIES RESTORING DISACCREDITED FLOOD PROTECTION SYSTEMS.**—Section 1307(f) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(f)) is amended by amending the first sentence to read as follows: “Notwithstanding any other provision of law, this subsection shall apply to riverine and coastal levees that are located in a community which has been determined by the Administrator of the Federal Emergency Management Agency to be in the process of restoring flood protection afforded by a flood protection system that had been previously accredited on a Flood Insurance Rate Map as providing 100-year frequency flood protection but no longer does so, and shall apply without regard to the level of Federal funding of or participation in the construction, reconstruction, or improvement of the flood protection system.”.

SEC. 8. TREATMENT OF FLOODPROOFED RESIDENTIAL BASEMENTS.

Notwithstanding the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 916), the amendments made by that Act, or any other provision of law, the Administrator shall rate a covered structure using the elevation difference between the floodproofed elevation of the covered structure and the adjusted base flood elevation of the covered structure.

SEC. 9. DESIGNATION OF FLOOD INSURANCE ADVOCATE.

(a) **IN GENERAL.**—The Administrator shall designate a Flood Insurance Advocate to advocate for the fair treatment of policy holders under the National Flood Insurance Program and property owners in the mapping of flood hazards, the identification of risks from flood, and the implementation of measures to minimize the risk of flood.

(b) **DUTIES AND RESPONSIBILITIES.**—The duties and responsibilities of the Flood Insurance Advocate designated under subsection (a) shall be to—

(1) educate property owners and policyholders under the National Flood Insurance Program on—

(A) individual flood risks;

(B) flood mitigation; and

(C) measures to reduce flood insurance rates through effective mitigation;
and

(D) the flood insurance rate map review and amendment process;

(2) assist policy holders under the National Flood Insurance Program and property owners to understand the procedural requirements related to appealing preliminary flood insurance rate maps and implementing measures to mitigate evolving flood risks;

146(15)

(3) assist in the development of regional capacity to respond to individual constituent concerns about flood insurance rate map amendments and revisions;

(4) coordinate outreach and education with local officials and community leaders in areas impacted by proposed flood insurance rate map amendments and revisions; and

(5) aid potential policy holders under the National Flood Insurance Program in obtaining and verifying accurate and reliable flood insurance rate information when purchasing or renewing a flood insurance policy.

(c) AUTHORIZATION OF APPROPRIATIONS.—There are authorized to be appropriated for each fiscal year such sums as may be necessary to carry out the duties and responsibilities of the Flood Insurance Advocate.

14C(16)

113RD CONGRESS
1ST SESSION

H. R. 3370

To delay the implementation of certain provisions of the Biggert-Waters Flood Insurance Reform Act of 2012, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES
OCTOBER 29, 2013

Mr. GRIMM (for himself, Ms. WATERS, Mr. RICHMOND, Mr. OLSON, Mr. PALAZZO, Mr. CASSIDY, Ms. MATSUI, Mr. CRAMER, Mr. KEATING, Ms. ROS-LEHTINEN, Ms. BROWN of Florida, Mr. HINOJOSA, Mr. MEEKS, Mr. MCINTYRE, Mr. NADLER, Mr. NUGENT, Mr. SCOTT of Virginia, Mr. LANGEVIN, Mr. CROWLEY, Ms. MOORE, Mr. THOMPSON of Pennsylvania, Mr. JONES, Mr. WELCH, Mr. ENYART, Mr. LOBIONDO, Mr. LYNCH, Mr. CARNEY, Mr. SCALISE, Mr. CULBERSON, Ms. CASTOR of Florida, Mr. GARCIA, Ms. FRANKEL of Florida, Ms. VELÁZQUEZ, Ms. SCHAKOWSKY, Mr. KING of New York, Mr. PASCRELL, Mrs. CAROLYN B. MALONEY of New York, Ms. WILSON of Florida, Mr. VELA, Mr. STOCKMAN, Mr. BOUSTANY, Mr. FITZPATRICK, Mr. RODNEY DAVIS of Illinois, Mr. PERLMUTTER, Mr. WHITFIELD, Mr. MCNERNEY, Mr. MURPHY of Florida, Mr. ELLISON, Mr. DIAZ-BALART, Mrs. ELLMERS, Mr. GENE GREEN of Texas, Mr. BUCHANAN, Mr. ANDREWS, Mr. CLEAVER, Mr. DEUTCH, Mr. GARAMENDI, Ms. JACKSON LEE, Mr. JEFFRIES, Mr. CLAY, Mrs. MCCARTHY of New York, Ms. PINGREE of Maine, Ms. TSONGAS, Ms. WASSERMAN SCHULTZ, Mr. DAVID SCOTT of Georgia, Mr. HARPER, Mr. MAFFEI, Mr. SIRES, Mr. CONNOLLY, Mr. POLIS, Mr. PALLONE, Mr. KENNEDY, Ms. LORETTA SANCHEZ of California, Mr. SCHRADER, Mr. BISHOP of New York, Ms. SLAUGHTER, Mr. GUTIÉRREZ, Ms. DEGETTE, Mr. DANNY K. DAVIS of Illinois, Mr. AL GREEN of Texas, and Mr. HOLT) introduced the following bill; which was referred to the Committee on Financial Services, and in addition to the Committee on Rules, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To delay the implementation of certain provisions of the Biggert-Waters Flood Insurance Reform Act of 2012, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

14C(17)

SECTION 1. SHORT TITLE.

This Act may be cited as the “Homeowner Flood Insurance Affordability Act of 2013”.

SEC. 2. DEFINITIONS.

As used in this Act, the following definitions shall apply:

(1) **ADJUSTED BASE FLOOD ELEVATION.**—For purposes of rating a floodproofed covered structure, the term “adjusted base flood elevation” means the base flood elevation for a covered structure on the applicable effective flood insurance rate map, plus 1 foot.

(2) **ADMINISTRATOR.**—The term “Administrator” means the Administrator of the Federal Emergency Management Agency.

(3) **AFFORDABILITY AUTHORITY BILL.**—The term “affordability authority bill” means a non-amendable bill that if enacted would only grant the Administrator the authority necessary to promulgate regulations in accordance with the criteria set forth in section 3(d)(2).

(4) **AFFORDABILITY STUDY.**—The term “affordability study” means the study required under section 100236 of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 957).

(5) **APPLICABLE FLOOD PLAIN MANAGEMENT MEASURES.**—The term “applicable flood plain management measures” means flood plain management measures adopted by a community under section 60.3(c) of title 44, Code of Federal Regulations.

(6) **COVERED STRUCTURE.**—The term “covered structure” means a residential structure—

(A) that is located in a community that has adopted flood plain management measures that are approved by the Federal Emergency Management Agency and that satisfy the requirements for an exception for floodproofed residential basements under section 60.6(c) of title 44, Code of Federal Regulations; and

(B) that was built in compliance with the applicable flood plain management measures.

14C(18)

(7) **DRAFT AFFORDABILITY FRAMEWORK.**—The term “draft affordability framework” means the draft programmatic and regulatory framework required to be prepared by the Administrator and submitted to Congress under section 3(d) addressing the issues of affordability of flood insurance sold under the National Flood Insurance Program, including issues identified in the affordability study.

(8) **FLOODPROOFED ELEVATION.**—The term “floodproofed elevation” means the height of floodproofing on a covered structure, as identified on the Residential Basement Floodproofing Certificate for the covered structure.

(9) **NATIONAL FLOOD INSURANCE PROGRAM.**—The term “National Flood Insurance Program” means the program established under the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.).

SEC. 3. DELAYED IMPLEMENTATION OF FLOOD INSURANCE RATE INCREASES; DRAFT AFFORDABILITY FRAMEWORK.

(a) **DELAYED IMPLEMENTATION OF FLOOD INSURANCE RATE INCREASES.**—

(1) **GRANDFATHERED PROPERTIES.**—Beginning on the date of enactment of this Act, the Administrator may not increase risk premium rates for flood insurance for any property located in an area subject to the premium adjustment required under section 1308(h) of the National Flood Insurance Act of 1968 (42 U.S.C. 4015(h)).

(2) **PRE-FIRM PROPERTIES.**—Beginning on the date of enactment of this Act, the Administrator may not reduce the risk premium rate subsidies for flood insurance for any property—

(A) described under section 1307(g)(1) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(1)); or

(B) described under 1307(g)(3) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(3)), provided that the decision of the policy holder to permit a lapse in flood insurance coverage was as a result of the property no longer being required to retain such coverage.

(3) **EXPIRATION.**—The prohibitions set forth under paragraphs (1) and (2) shall expire 6 months after the later of—

(A) the date on which the Administrator proposes the draft affordability framework;

14C(19)

(B) the date on which any regulations proposed pursuant to the authority that the Administrator is granted in the affordability authority bill, if such bill is enacted, become final; or

(C) the date on which the Administrator certifies in writing to Congress that the Federal Emergency Management Agency has implemented a flood mapping approach that utilizes sound scientific and engineering methodologies to determine varying levels of flood risk in all areas participating in the National Flood Insurance Program.

(b) PROPERTY SALE TRIGGER.—Section 1307(g)(2) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(2)) is amended to read as follows:

“(2) any property purchased after the expiration of the 6-month period set forth under section 3(a)(3) of the Homeowner Flood Insurance Affordability Act of 2013;”.

(c) TREATMENT OF PRE-FIRM PROPERTIES.—Beginning on the date of enactment of this Act and ending upon the expiration of the 6-month period set forth under subsection (a)(3), the Administrator shall restore the risk premium rate subsidies for flood insurance estimated under section 1307(a)(2) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(a)(2)) for any property described in subparagraphs (A) and (B) of subsection (a)(2) of this Act and in section 1307(g)(2) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(g)(2)).

(d) DRAFT AFFORDABILITY FRAMEWORK.—

(1) IN GENERAL.—The Administrator shall prepare a draft affordability framework that proposes to address, via programmatic and regulatory changes, the issues of affordability of flood insurance sold under the National Flood Insurance Program, including issues identified in the affordability study.

(2) CRITERIA.—In carrying out the requirements under paragraph (1), the Administrator shall consider the following criteria:

(A) Accurate communication to consumers of the flood risk associated with their property.

(B) Targeted assistance to flood insurance policy holders based on their financial ability to continue to participate in the National Flood Insurance Program.

(C) Individual or community actions to mitigate the risk of flood or lower the cost of flood insurance.

14C(20)

(D) The impact of increases in risk premium rates on participation in the National Flood Insurance Program.

(E) The impact flood insurance rate map updates have on the affordability of flood insurance.

(3) DEADLINE FOR SUBMISSION.—Not later than 18 months after the date on which the Administrator submits the affordability study, the Administrator shall submit to the full Committee on Banking, Housing, and Urban Affairs and the full Committee on Appropriations of the Senate and the full Committee on Financial Services and the full Committee on Appropriations of the House of Representatives the draft affordability framework.

(e) CONGRESSIONAL CONSIDERATION OF FEMA AFFORDABILITY AUTHORITIES.—

(1) NO REFERRAL.—Upon introduction in either House of Congress, an affordability authority bill shall not be referred to a committee and shall immediately be placed on the calendar.

(2) CONSIDERATION IN THE HOUSE OF REPRESENTATIVES.—

(A) PROCEEDING TO CONSIDERATION.—It shall be in order to move to proceed to consider the affordability authority bill in the House. All points of order against the motion are waived. Such a motion shall not be in order after the House has disposed of a motion to proceed with respect to the affordability authority bill. The previous question shall be considered as ordered on the motion to its adoption without intervening motion. The motion shall not be debatable. A motion to reconsider the vote by which the motion is disposed of shall not be in order.

(B) CONSIDERATION.—The affordability authority bill shall be considered as read. All points of order against the affordability authority bill and against its consideration are waived. The previous question shall be considered as ordered on the affordability authority bill to its passage without intervening motion except 10 hours of debate equally divided and controlled by the proponent and an opponent. A motion to reconsider the vote on passage of the affordability authority bill shall not be in order.

(3) CONSIDERATION IN THE SENATE.—

(A) PLACEMENT ON THE CALENDAR.—Upon introduction in the Senate, an affordability authority bill shall be immediately placed on the calendar.

14C(21)

(B) FLOOR CONSIDERATION.—Notwithstanding Rule XXII of the Standing Rules of the Senate, it is in order, at any time beginning on the day after the 6th day after the date of introduction of an affordability authority bill (even if a previous motion to the same effect has been disagreed to) to move to proceed to the consideration of the affordability authority bill and all points of order against consideration of the affordability authority bill are waived. The motion to proceed is not debatable. The motion is not subject to a motion to postpone. A motion to reconsider the vote by which the motion is agreed to or disagreed to shall not be in order. If a motion to proceed to the consideration of the affordability authority bill is agreed to, the affordability authority bill shall remain the unfinished business until disposed of.

(C) CONSIDERATION.—All points of order against the affordability authority bill are waived. Consideration of the affordability authority bill and of all debatable motions and appeals in connection therewith shall be limited to not more than 10 hours which shall be divided equally between the majority and minority leaders or their designees. A motion further to limit debate on the affordability authority bill is in order, and is not debatable.

(D) NO AMENDMENTS.—An amendment to the affordability authority bill, or a motion to postpone, or a motion to proceed to the consideration of other business, or a motion to commit or recommit the affordability authority bill, is not in order.

(E) VOTE ON PASSAGE.—If the Senate has voted to proceed to the affordability authority bill, the vote on passage of the affordability authority bill shall occur immediately following the conclusion of consideration of the affordability authority bill, and a single quorum call at the conclusion of the debate if requested in accordance with the rules of the Senate.

(4) AMENDMENT.—The affordability authority bill shall not be subject to amendment in either the House of Representatives or the Senate.

(5) CONSIDERATION BY THE OTHER HOUSE.—

(A) IN GENERAL.—If, before passing the affordability authority bill, one House receives from the other an affordability authority bill—

(i) the affordability authority bill of the other House shall not be referred to a committee; and

(ii) the procedure in the receiving House shall be the same as if no affordability authority bill had been received from the other House except that the vote on passage shall be on the affordability authority bill of the other House.

1HC(22)

(B) REVENUE MEASURE.—This subsection shall not apply to the House of Representatives if the affordability authority bill received from the Senate is a revenue measure.

(6) COORDINATION WITH ACTION BY OTHER HOUSE.—

(A) TREATMENT OF AFFORDABILITY AUTHORITY BILL OF OTHER HOUSE.—If the Senate fails to introduce or consider a affordability authority bill under this section, the affordability authority bill of the House shall be entitled to expedited floor procedures under this section.

(B) TREATMENT OF COMPANION MEASURES IN THE SENATE.—If following passage of the affordability authority bill in the Senate, the Senate then receives the affordability authority bill from the House of Representatives, the House-passed affordability authority bill shall not be debatable.

(C) VETOES.—If the President vetoes the affordability authority bill, debate on a veto message in the Senate under this section shall be 1 hour equally divided between the majority and minority leaders or their designees.

(7) RULES OF THE HOUSE OF REPRESENTATIVES AND SENATE.—
This subsection is enacted by Congress—

(A) as an exercise of the rulemaking power of the Senate and the House of Representatives, respectively, and as such it is deemed a part of the rules of each House, respectively, but applicable only with respect to the procedure to be followed in that House in the case of an affordability authority bill, and it supersedes other rules only to the extent that it is inconsistent with such rules; and

(B) with full recognition of the constitutional right of either House to change its rules at any time, in the same manner, and to the same extent as in the case of any other rule of that House.

(f) INTERAGENCY AGREEMENTS.—The Administrator may enter into an agreement with another Federal agency to—

- (1) complete the affordability study; or
- (2) prepare the draft affordability framework.

(g) CLEAR COMMUNICATIONS.—The Administrator shall clearly communicate full flood risk determinations to individual property owners regardless of whether their premium rates are full actuarial rates.

14C(23)

(h) **RULE OF CONSTRUCTION.**—Nothing in this section shall be construed to provide the Administrator with the authority to provide assistance to homeowners based on affordability that was not available prior to the enactment of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 916).

SEC. 4. AFFORDABILITY STUDY AND REPORT.

Notwithstanding the deadline under section 100236(c) of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 957), not later than 2 years after the date of enactment of this Act, the Administrator shall submit to the full Committee on Banking, Housing, and Urban Affairs and the full Committee on Appropriations of the Senate and the full Committee on Financial Services and the full Committee on Appropriations of the House of Representatives the affordability study and report required under such section.

SEC. 5. AFFORDABILITY STUDY FUNDING.

Section 100236(d) of the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 957) is amended by striking “not more than \$750,000” and inserting “such amounts as may be necessary”.

SEC. 6. FUNDS TO REIMBURSE HOMEOWNERS FOR SUCCESSFUL MAP APPEALS.

(a) **IN GENERAL.**—Section 1363(f) of the National Flood Insurance Act of 1968 (42 U.S.C. 4104(f)) is amended by striking the second sentence and inserting the following: “The Administrator may use such amounts from the National Flood Insurance Fund established under section 1310 as may be necessary to carry out this subsection.”.

(b) **CONFORMING AMENDMENT.**—Section 1310(a) of the National Flood Insurance Act of 1968 (42 U.S.C. 4017(a)) is amended—

- (1) in paragraph (6), by striking “and” at the end;
- (2) in paragraph (7), by striking the period at the end and inserting “; and”; and
- (3) by adding at the end the following:
“(8) for carrying out section 1363(f).”.

SEC. 7. FLOOD PROTECTION SYSTEMS.

(a) **ADEQUATE PROGRESS ON CONSTRUCTION OF FLOOD PROTECTION SYSTEMS.**—Section 1307(e) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(e)) is amended—

14 C(24)

(1) in the first sentence, by inserting “or reconstruction” after “construction”;

(2) by amending the second sentence to read as follows: “The Administrator shall find that adequate progress on the construction or reconstruction of a flood protection system, based on the present value of the completed flood protection system, has been made only if (1) 100 percent of the cost of the system has been authorized, (2) at least 60 percent of the cost of the system has been appropriated, (3) at least 50 percent of the cost of the system has been expended, and (4) the system is at least 50 percent completed.”; and

(3) by adding at the end the following: “Notwithstanding any other provision of law, in determining whether a community has made adequate progress on the construction, reconstruction, or improvement of a flood protection system, the Administrator shall consider all sources of funding, including Federal, State, and local funds.”.

(b) **COMMUNITIES RESTORING DISACCREDITED FLOOD PROTECTION SYSTEMS.**—Section 1307(f) of the National Flood Insurance Act of 1968 (42 U.S.C. 4014(f)) is amended by amending the first sentence to read as follows: “Notwithstanding any other provision of law, this subsection shall apply to riverine and coastal levees that are located in a community which has been determined by the Administrator of the Federal Emergency Management Agency to be in the process of restoring flood protection afforded by a flood protection system that had been previously accredited on a Flood Insurance Rate Map as providing 100-year frequency flood protection but no longer does so, and shall apply without regard to the level of Federal funding of or participation in the construction, reconstruction, or improvement of the flood protection system.”.

SEC. 8. TREATMENT OF FLOODPROOFED RESIDENTIAL BASEMENTS.

Notwithstanding the Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141; 126 Stat. 916), the amendments made by that Act, or any other provision of law, the Administrator shall rate a covered structure using the elevation difference between the floodproofed elevation of the covered structure and the adjusted base flood elevation of the covered structure.

SEC. 9. DESIGNATION OF FLOOD INSURANCE ADVOCATE.

(a) **IN GENERAL.**—The Administrator shall designate a Flood Insurance Advocate to advocate for the fair treatment of policy holders under the National Flood Insurance Program and property owners in the mapping of flood hazards, the identification of risks from flood, and the implementation of measures to minimize the risk of flood.

(b) **DUTIES AND RESPONSIBILITIES.**—The duties and responsibilities of the Flood Insurance Advocate designated under subsection (a) shall be to—

14C(25)

(1) educate property owners and policyholders under the National Flood Insurance Program on—

- (A) individual flood risks;
- (B) flood mitigation;
- (C) measures to reduce flood insurance rates through effective mitigation;
- and
- (D) the flood insurance rate map review and amendment process;

(2) assist policy holders under the National Flood Insurance Program and property owners to understand the procedural requirements related to appealing preliminary flood insurance rate maps and implementing measures to mitigate evolving flood risks;

(3) assist in the development of regional capacity to respond to individual constituent concerns about flood insurance rate map amendments and revisions;

(4) coordinate outreach and education with local officials and community leaders in areas impacted by proposed flood insurance rate map amendments and revisions; and

(5) aid potential policy holders under the National Flood Insurance Program in obtaining and verifying accurate and reliable flood insurance rate information when purchasing or renewing a flood insurance policy.

(c) AUTHORIZATION OF APPROPRIATIONS.—There are authorized to be appropriated for each fiscal year such sums as may be necessary to carry out the duties and responsibilities of the Flood Insurance Advocate.

148(26)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: November 27, 2013

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

RECOMMENDED BY STAFF: Village Manager  Frank K. Rollason

PRESENTED BY STAFF: Maurice Murray, Code Compliance Officer

SUBJECT: Code Enforcement Lien – 7401 Beach View Drive

RECOMMENDATION:

It is recommended that the Village Commission allow the attached request by Village resident Rachel Dugger be heard concerning the settlement of a Code Enforcement Lien against the property located at 7401 Beach View Drive and that the Commission take whatever action, if any, it deems appropriate.

BACKGROUND:

A summarization of the Code Enforcement History of the Case is attached hereto as Exhibit A.

Citation No. 1104 was issued on September 25, 2009 for unlawfully maintaining junk and trash on the property in violation of Section 94.021(A)(3) of the City of North Bay Village Code of Ordinances.

15A(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

MEMO TO VILLAGE COMMISSION
NOVEMBER 27, 2013
PAGE 2 OF 2

Following an appeal of the Citation to the Village's Special Master, the property owner was adjudicated guilty of the violation at the Special Master Hearing on May 19, 2010 and a \$200 fine, administrative cost, and a continuing fine in the amount of \$250 for each day that the violation continued to exist were imposed.

The Special Master Order of Enforcement was recorded as a lien against the property on October 25, 2010. The property came into compliance on March 31, 2012. The accrued fines and charges from May 19, 2010 total \$170,560.50.

FINANCIAL IMPACT:

Reduction of the lien by Commission action in any amount less than the total due will decrease the income due the Village by a like amount.

BUGETARY IMPACT (Finance Department):

There will be an increase to the Code Enforcement Fines, Account 01-000-351-3541 by the final amount approved by the Commission or if no action taken by the Commission the amount of increase to the Code Enforcement Fines Account will be as currently liened - \$170,560.50.

PERSONNEL IMPACT:

There will be no impact to personnel.

15A(2)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

This document prepared by:
Robert A. Dugger
7401 Beachview Dr.
North Bay Village, Fl. 33122

AUTHORITY TO REPRESENT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared RACHEL DUGGER (Affiant), who deposes and says under penalties of perjury that:

1. I am the Record Owner of the property located at 7401 Beach View Dr, in North Bay Village, Florida 33141
2. I am in the process of a short sale of my home.
3. I hereby authorize Francisco Touron, III and any other Member of Counsel of Touron Law to represent me and/or The Buyer of my home before the North Bay Village Commission at it's meeting on December 10th, 2013 and any adjournments thereof, for the purpose of appearance, discussion and negotiation of the payoff of the code enforcement lien which is recorded against my property.

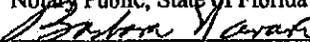
Respectfully Submitted:



RACHEL DUGGER

State of Florida)
County of Miami-Dade)

Sworn to, affirmed, acknowledged and subscribed before me this 27 day of November, 2013, by RACHEL DUGGER, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:



[SEAL]

15A (3)

Yvonne Hamilton

From: Maria Suarez <mariasuarez45@comcast.net>
Sent: Monday, November 18, 2013 1:40 PM
To: Yvonne Hamilton
Subject: 7401 Beach View Drive North Bay Village, FL

Hi Yvonne,

I am the realtor that is handling this closing, I respectfully will like to ask, in behalf of the buyer, to be included in the agenda for December the 10th. There is an existing Pending violation that we need to negotiate with the city.

Please let me know if you need anything from us, I thank you for your cooperation

Maria Suarez
305-632-4853

15A(4)

7401 BEACH VIEW DRIVE

CODE ENFORCEMENT CASE HISTORY

DATE	COMMENTS
2/28/09	COURTESY NOTICE ISSUED FOR JUNK WAVE RUNNERS ON FRONT YARD
9/24/09	COURTESY NOTICE ISSUED FOR BAGS OF CONSTRUCTION MATERIAL ON PROPERTY
9/25/09	CITATION # 1104 ISSUED FOR UNLAWFULLY MAINTAINING JUNK AND TRASH ON PROPERTY
10/15/09	RECEIVED A REQUEST FOR A HEARING FROM PROPERTY OWNER
2/15/10	LETTER SENT FROM VILLAGE TO PROPERTY OWNER ADVISING THEY WILL BE ADVISED OF THE HEARING
4/16/10	NOTICE TO OWNER OF HEARING SCHEDULED FOR 4/21/10 AT 4 PM
5/19/10	SPECIAL MASTER ORDERED AT TODAY'S HEARING THAT A \$200 FINE AND ADMIN COSTS OF \$75 IS IMPOSED AND A FINE OF \$250 PER DAY FOR EACH DAY THE VIOLATION CONTINUES
5/25/10	LETTER FROM OFFICER CRUZ ADVISING OF FINES DUE ON CITATION # 1026, 1069 AND 1072
10/15/10	INSPECTED PROPERTY WITH OFFICER CRUZ, VIOLATION REMAINS TOOK PICTURES-MURRAY
10/25/10	ORDER RECORDED FROM 5/19/10 SPECIAL MASTER HEARING FILE 20100723045 BOOK/PAGE 027466/0021 FINES TO TODAY HAVE ACCRUED TO \$40,025 (INCLUDES RECORDING FEE OF \$35.50) - MURRAY
11/8/10	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
12/1/10	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
1/25/11	NO IMPROVEMENTS CONTINUE FINES- MURRAY
2/18/11	NO IMPROVEMENTS CONTINUE FINES- MURRAY
5/8/11	NO IMPROVEMENTS CONTINUE FINES- MURRAY
6/8/11	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
8/13/11	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
9/2/11	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
11/12/11	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
3/1/12	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
3/10/12	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
3/13/12	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
3/22/12	MET WITH OWNER AT PROPERTY, THEY ADVISED THEY WILL START TO REMOVE THE MATERIALS ON 3/24/12- MURRAY
3/26/12	NO IMPROVEMENTS CONTINUE FINES, TOOK PICTURE - MURRAY
3/28/12	CLEAN UP HAS STARTED ON THE PROPERTY, TOOK PICTURE - MURRAY
3/30/12	CLEAN UP IS CONTINUING ON THE PROPERTY, TOOK PICTURE - MURRAY
3/31/12	CLEAN UP COMPLETED, STOP FINES, AMOUNT DUE IS \$170,560.50 - MURRAY
4/2/12	TOOK PICTURES OF PROPERTY FOR FILE - MURRAY
5/1/12	SENT LETTER OF COMPLIANCE TO PROPERTY OWNERS ADVISING PROPERTY IN COMPLIANCE WITH SPECIAL MASTER ORDER AND OF FINE AMOUNT DUE - MURRAY

13A(5)
 "Exhibit A"



NORTH BAY VILLAGE POLICE DEPARTMENT

LETTER OF COMPLIANCE

COPY

May 1, 2012,

Rachel and Robert Dugger
7401 Beach View Drive
North Bay Village, Florida 33141

VIA CERTIFIED MAIL
7011 3500 0000 2124 5498

Re: Special Master Case # 10-0002

Dear Mr. & Mrs. Dugger

Your property was re-inspected on March 31, 2012 and found to be in full compliance with the Special Master order dated May 19, 2010.

With March 30, 2012 as your compliance date there remains due to the City of North Bay Village accrued fines and charges of \$170,560.50 (one hundred and seventy thousand, five hundred and sixty dollars, fifty cents). The fines have stopped accruing as of the compliance date and the recorded lien will remain in place until this case is settled and eventually closed. Payment is to be made to the City of North Bay Village.

Thank you for your cooperation.

Respectfully,

Maurice Murray
Inspector
Code Enforcement Unit

COPY

C:
Honorable Mayor and City Commission
City Manager
Police Chief
City Clerk
City Attorney

15A(6)

1700 JFK CAUSEWAY, SUITE 132, NORTH BAY VILLAGE, FL 33141
MIAMI-DADE COUNTY
PHONE #305-758-2626 FAX #305-866-7513

5/1/12

RECORDED 10-25-10
BK/Pg: 027466/0021
FILE: 20100723045
RECORDING Fee \$35.50

**CITY OF NORTH BAY VILLAGE
CODE ENFORCEMENT DIVISION
STATE OF FLORIDA**

IN THE MATTER OF:

CASE NO. 10-0002

Rachel Dugger
7401 Beach View Drive
North Bay Village, FL 33141

ORDER OF ENFORCEMENT

This cause having come before the Code Enforcement Special Master of the City of North Bay Village, on May 19, 2010, at a violation hearing, the Special Master having heard the testimony and the evidence presented, does hereby make the following finds of fact, conclusions of law, and imposes the following fine:

1. FINDINGS OF FACT:

The violator was properly served with notice of these proceedings as required by law.

That the real property under which the violation occurred is described as:

Legal Description: 7401 Beach View Drive
Lot 9, Block 1, North Bay Island
North Bay Village, Florida 33141

Zoning Classification: / RS-1, Single-Family Residential District
Parcel I.D. No. 23-3209-008-0070

That the violator identified in the citation is the owner of the above-described real property.

I, Yvonne P. Hahn, CITY CLERK OF THE
CITY OF NORTH BAY VILLAGE HEREBY CERTIFY
THIS TO BE A TRUE AND EXACT COPY
OF THE ORIGINAL THEREOF MAINTAINED IN THE
FILES OF THIS OFFICE

DATED THIS 20th DAY OF October, 2010

SIGNED Yvonne P. Hahn

15A(7)

The unlawful maintenance of junk and trash on the above-described real property continues to exist.

2. CONCLUSION OF LAW:

That the violator identified above violated Sections 94.021(A)(3) of the City of North Bay Village Code of Ordinances, by virtue of the facts set forth above.

That this Order of Enforcement is hereby warranted.

3. IMPOSITION OF FINE:

A \$200 fine, administrative cost in the amount of \$75.00 as authorized by law, and a continuing fine in the amount of \$250 are hereby imposed for each day that the violation continues to exist on the above-described property. The fine shall be effective and shall begin on May 19, 2010.

FUTURE VIOLATIONS OF SECTIONS 94.021(A)(3) OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES ON ANY PROPERTY OWNED BY THE ALLEGED VIOLATOR WITHIN THE CITY OF NORTH BAY VILLAGE MAY BE CITED AS REPEAT VIOLATIONS, PURSUANT TO FLORIDA STATUTE 162.06 AND 162.09 AND SUBJECT TO A FINES NOT TO EXCEED \$500 PER DAY.

DONE AND ORDERED at North Bay Village, Miami-Dade County, Florida on May 19, 2010.

CODE ENFORCEMENT DIVISION

I, Norman Powell, CITY CLERK OF THE CITY OF NORTH BAY VILLAGE HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL THEREOF MAINTAINED IN THE FILES OF THIS OFFICE
DATED THIS 20th DAY OF October, 2010
SIGNED Norman Powell

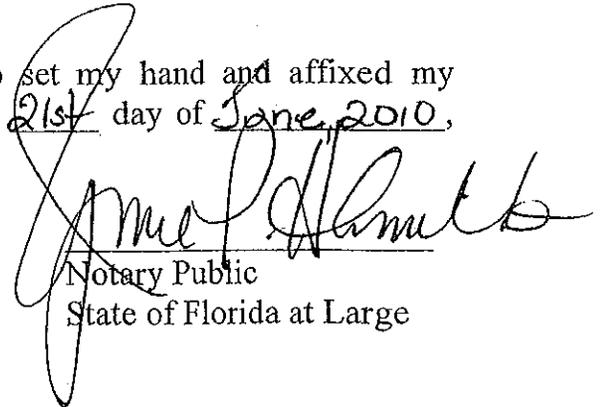
By: Norman Powell
NORMAN POWELL, ESQ.
SPECIAL MASTER

15A(8)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

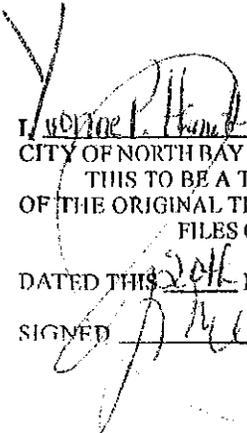
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Norman Powell, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami-Dade County, Florida, this 21st day of June, 2010, 2010.


Notary Public
State of Florida at Large

My Commission Expires:

(Notary Seal)


I, Yvonne P. Hamilton, CITY CLERK OF THE CITY OF NORTH BAY VILLAGE HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL THEREOF MAINTAINED IN THE FILES OF THIS OFFICE
DATED THIS 20th DAY OF October, 2010
SIGNED Yvonne P. Hamilton

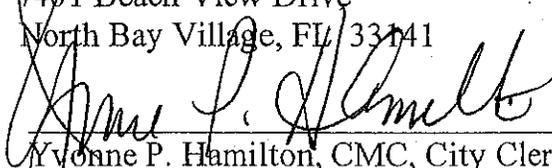

YVONNE PATRICIA HAMILTON
MY COMMISSION # DD66000
EXPIRES April 04, 2011
FloridaNotaryServices.com

15A(9)

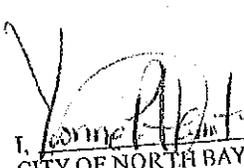
Certificate of Service

I HEREBY CERTIFY that a true and correct copy of this order has been furnished, by mail, on 6/22, 2010, to:

Rachel Dugger
7401 Beach View Drive
North Bay Village, FL 33141



Yvonne P. Hamilton, CMC, City Clerk


I, Yvonne P. Hamilton, CITY CLERK OF THE
CITY OF NORTH BAY VILLAGE HEREBY CERTIFY
THIS TO BE A TRUE AND EXACT COPY
OF THE ORIGINAL THEREOF MAINTAINED IN THE
FILES OF THIS OFFICE
DATED THIS 20th DAY OF October, 2010
SIGNED Yvonne P. Hamilton

15A(10)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 3, 2013

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

FROM: 
Frank K. Rollason
Village Manager

SUBJECT: North Bay Village Causeway Committee

RECOMMENDATION:

It is recommended that the Village Commission approve the appointment of members to the North Bay Village Causeway Committee.

Mayor and Commissioners, as you will recall, I was directed at the November 12th Regular Commission Meeting to come up with a slate of names willing to serve on a NBV Causeway Committee for the purpose of providing input for improving the portion of the Kennedy Causeway within the corporate limits of North Bay Village. Currently FDOT is in the process of developing the design specifications for the resurfacing project and it may very well be possible to gain some additional improvements as part of this overall project.

I have contacted the following individuals who have expressed an interest to serve on this Committee:

1. Sebastian Barbagallo – Developer who purchased both the Crab House property and the lot adjacent to Shuckers.
2. Chris Gretner – Owner of Shuckers.

15B(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

3. Roy Martayan – Owner/Director, Baymar Hotels and Properties, Inc. (Presidente Super Market Shopping Center)
4. Mo Morgenstern – Resident
5. Raphael Caballero – Resident

I am recommending that the Commission approve a Motion appointing the above individuals to serve on the North Bay Village Causeway Committee.

15B(2)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141

NOVEMBER 12, 2013

7:30 P.M.

1. CALL TO ORDER.

The regular meeting was called to order by the mayor at 7:37 p.m. and she read the rules of conduct for the proceeding.

PLEDGE OF ALLEGIANCE

Developer Scott Greenwald led the Pledge of Allegiance.

ROLL CALL

Present were the following:

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

Also present were:

Village Manager Frank Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero-Santana
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Village Planner Jim LaRue, LaRue Planning Management
Village Clerk Yvonne P. Hamilton

2. A. **PROCLAMATIONS AND AWARDS**

1. **COMMISSIONER SALLY HEYMAN**

Commissioner Sally Heyman was presented with certificates of appreciation for her contribution of the stage for the Halloween Event and her continued dedication to the community.

2. **JAIRO REYES, PIZZA D’LIGHT**

Mr. Reyes was presented with an award for his participation during the Halloween Event.

3. **NORTH BAY VILLAGE OPTIMIST CLUB**

North Bay Village Optimist was presented with an award for participating in the Halloween Event.

4. **AL COLETTA, 7904 WEST DRIVE**

Al Coletta was not present as he was out of town.

5. **VILLAGE EMPLOYEE BRIAN VELASCO**

Brian Velasco was not present at the meeting.

6. ROTC VOLUNTEERS

The Miami Beach Jr. ROTC was given an award for volunteering during the Halloween Event.

7. LIEUTENANT JAMES MCCREADY

Lieutenant James McCready was recognized for 25 years of service with the Village and was presented with a plaque.

B. SPECIAL PRESENTATIONS

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

Dr. Krubitch did not attend.

2. ANDREA SCHONENBER, MIAMI DISTRICT DIRECTOR, BEST BUDDIES

Ms. Schonenber addressed the Commission regarding the Best Buddies program, and she was presented with a proclamation in recognition of their community partnership with the Village.

3. VILLAGE LOBBYIST – GOMEZ BARKER & ASSOCIATES

Fausto Gomez did not attend the meeting.

4. KEEFE MCCULLOUGH & CO., LLC– QUARTERLY FINANCIAL REPORT

Ken Smith presented the audit report for the quarter ending October 31, 2013.

B. ADDITIONS AND DELETIONS

Commissioner Jorge Gonzalez requested to move Items 13A, 13D and 13E after the Consent Agenda. Commissioner Richard Chervony requested to remove Item 10D from the Consent Agenda to be discussed separately. The Village Manager withdrew Item 13B. Vice Mayor Eddie Lim requested the addition of an item, "Business Development Advisory Committee", under New Business. Commissioner Jorge Gonzalez moved to approve the agenda as amended. Vice Mayor Eddie seconded the motion which carried 5-0 on a roll call vote.

3. BOARD REPORTS

There were no Board Reports.

4. PUBLIC SAFETY DISCUSSION

Chief Robert Daniels presented the public safety report.

5. COMMISSIONERS' REPORTS

Commissioner Richard Chervony, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps presented reports.

6. VILLAGE ATTORNEY'S REPORT

Village Attorney Nina Boniske submitted a 60-day termination notice to end their contract with the Village for legal services.

7. VILLAGE MANAGER'S REPORT

The Village Grant Writer, Lakeesha Morris, of BellTower Consulting Group, LLC, addressed the Commission regarding grants for the Village.

Commissioner Jorge Gonzalez suggested that a vendor be hired to assist the Village with organizing the 5K Run since there will be grant funding for the project.

Good and Welfare was heard next on the agenda at 8:38 p.m.

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

Ann Bakst, of 1865 Kennedy Causeway, Gudrin Volker, of 7517 Cutlass Avenue, Benjia Morgenstern, of 7830 Miami View Drive, and Fane Lozman, of 7918 West Drive addressed the Commission.

The Mayor recessed the meeting at 8:50 p.m.

The Village Manager's Report continued.

Vice Mayor Eddie Lim made a motion to add an item to the agenda to discuss the Flat Bridge Guard Rail.

Following discussion, Commissioner Jorge Gonzalez made a motion to authorize the installation of the proposed guard rail. Commissioner Wendy Duvall seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall and Commissioner Jorge Gonzalez all voting Yes.

Commissioner Wendy Duvall made a motion to add an item to the agenda, "Village Attorney" under New Business. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

8. **FINANCE REPORT**

Finance Director Bert Wrains presented the financial report for the month of September 2013.

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD IN THE AMOUNT OF \$2,087 FOR THE PROVISION OF POLICE VEHICLE LAPTOP COMPUTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CONTRACT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE CONTRACT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*
- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2014 GENERAL OPERATING BUDGET BY INCREASING THE GENERAL OPERATING REVENUE ACCOUNT, (CONTRIBUTIONS AND DONATIONS) AND INCREASING THE GENERAL OPERATING EXPENDITURE ACCOUNT (SPECIAL EVENTS) BY \$3,500; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*
- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RENEW A 48-MONTH LEASE AGREEMENT WITH PITNEY BOWES FOR THE LEASE OF A DIGITAL MAILING MACHINE, WEIGHING PLATFORM, AND DESK TOP FOLDER/INSERTER; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; PROVIDING FOR EXECUTION OF THE AGREEMENT; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

Commissioner Richard Chervony moved to approve the Consent Agenda items. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Item 10D was addressed separately from the Consent Agenda.

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

Commissioner Richard Chervony offered an amendment to the Motion to include language in the Resolution for adoption by gays and lesbians as well.

Mayor Connie Leon-Kreps made a motion to approve the Resolution as amended. Commissioner Richard Chervony seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

13A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and the Village Clerk swore in all those planning to testify. The Village Attorney asked the Commission Members to disclose any ex-parte communication regarding the request.

The members of the Commission stated that there was no exparte communication on the matter.

Village Planner, Jim LaRue, LaRue Planning & Management, presented the Staff Report recommending approval of the request with the following conditions:

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

Norma Gonzalez was present on behalf of the Condominium Management Company.

Paul Raj Kujmar, of Verizon Wireless, addressed the Commission on behalf of the request.

The Mayor opened the Public Hearing.

Reinaldo Trujillo, of 7601 E. Treasure Drive and Ann Bakst, of 1865 Kennedy Causeway addressed the Commission.

Discussion ensued regarding notification to and approval of the project by the owners and residents of the building.

Commissioner Richard Chervony made a motion to table the item to the Commission Meeting scheduled for December 10, 2013 at 7:30 p.m. in order for the Management of the Condominium or the Board to be present. Commissioner Wendy Duvall seconded the motion which carried 5-0 on a roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

13D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE LITIGATION SETTLEMENT AGREEMENT WITH ISLE OF DREAMS, LLC; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE SETTLEMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE SETTLEMENT AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Jeffrey Baas, of 46 S.W. 1st Street, Suite 300, Miami, Florida, 33130, Legal Counsel for Isle of Dreams addressed the Commission on behalf of the applicant.

Robert Leider, General Manager, of WSVN addressed the Commission on their behalf.

The Mayor closed the floor to public comments.

Commissioner Jorge Gonzalez made a motion to approve the Resolution. The motion was seconded by Commissioner Richard Chervony.

Commissioner Richard Chervony disclosed a relationship with the applicant. Following consultation with the Village's legal counsel, he was advised that a conflict of interest did not exist.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall and Commissioner Jorge Gonzalez all voting Yes.

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

The Village Clerk read the Ordinance by caption.

The Mayor opened the public hearing.

Ann Bakst, of 1865 Kennedy Causeway, Jorge Brito, of 1865 Kennedy Causeway, and Jeffrey Baas, legal counsel for Isle of Dreams LLC addressed the Commission.

Commissioner Richard Chervony made a motion to approve the Ordinance on first reading. The motion was seconded by Commissioner Jorge Gonzalez and adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Richard Chervony all voting Yes.

Commissioner Richard Chervony disclosed a relationship with the applicant. Following consultation with the Village's legal counsel, he was advised that a conflict of interest did not exist.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

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

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

The Village Clerk read the Resolution by title.

Vice Mayor Eddie Lim made a motion to approve the Resolution. Commissioner Jorge Gonzalez seconded the motion which carried 4-1 on a roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes. Commissioner Richard Chervony voted No.

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

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments and there were no speakers.

Vice Mayor Eddie Lim made a motion to approve the Resolution. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 5-0 on a roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

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

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Richard Chervony made a motion to approve the Resolution. Commissioner Jorge Gonzalez seconded the motion which carried 5-0 on a roll call vote. The votes were as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments and there were no speakers.

Vice Mayor Eddie Lim made a motion to approve the Resolution. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

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

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez tabled the item to the Commission Meeting scheduled for December 10, 2013.

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

The Village Clerk read the Ordinance by title.

The Mayor opened the public hearing and there were no speakers.

Following discussion, the item was deferred to the Regular Commission Meeting scheduled for 7:30 p.m. on December 10, 2013.

The new item "Business Development Advisory Committee" under Item 15 was heard next on the agenda.

13. **PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:**

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

This item was withdrawn from the agenda as per the request of the Village Manager.

14. **UNFINISHED BUSINESS**

There was no unfinished business.

15. **NEW BUSINESS**

BUSINESS DEVELOPMENT ADVISORY COMMITTEE

Vice Mayor Eddie Lim made a motion to remove all existing members from the Business Development Advisory Committee. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

A.) VILLAGE HOLIDAY DECORATIONS

The Village Manager presented the item.

The Mayor opened the floor to public comments.

Reinaldo Trujillo, of 7601 E. Treasure Drive and Ann Bakst, of 1865 Kennedy Causeway addressed the Commission.

Commissioner Jorge Gonzalez made a motion ratifying the Village Manager's action approving the emergency purchase for holiday decorations in the amount of \$34,862.15 from Christmas Designers, Inc. Vice Mayor Eddie Lim seconded the motion which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

ITEM 13C CONTINUED:

Vice Mayor Eddie Lim made a motion to table the matter to the Regular Commission Meeting scheduled for December 10, 2013 at 7:30 p.m. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

Without objection, it was requested that a representative from TECO be present at the December 10, 2013 meeting.

Commissioner Jorge Gonzalez moved to extend the existing franchise agreement with Peoples Gas for 90 days pursuant to Section 3.06 of the Village Charter. Vice Mayor Eddie Lim seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

VILLAGE ATTORNEY

Commissioner Wendy Duvall made a motion to direct the Village Manager to contact Robert Switkes regarding his availability to serve as Interim Village Attorney under the terms of his original agreement submitted for the last Legal Services RFQ. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes. Commissioner Richard Chervony voted No.

Commissioner Wendy Duvall left the meet at this time, at 11:35 p.m.

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

Commissioner Jorge Gonzalez made a motion to direct the Village Manager to provide the cost and funding source to acquire the Sabadell office space at 1666 Kennedy Causeway. The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Jorge Gonzalez all voting Yes.

Commissioner Richard Chervony stated for the record that he would disagree with the Village obtaining the space, if a bank were interested in occupying the space.

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

The Village Manager recommended that a Causeway Committee be created for involvement in FDOT redesigning of the 79th Street Causeway, as well as to review the FAU (for the 79th Street corridor in the Village) Study and come up with ideas.

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

16. APPROVAL OF MINUTES

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

Regular Village Commission Meeting – 9/25/2013

Commissioner Richard Chervony made a motion to approve the Minutes as submitted, with the exception of the September 25, 2013 Minutes which was removed for review. Vice Mayor Eddie Lim seconded the motion which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

17. ADJOURNMENT

The meeting adjourned at 11:43 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by the City of North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

16(17)



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING

7540 EAST TREASURE DRIVE

PUBLIC HEARING ON THE FINAL DEBT SERVICE MILLAGE RATE

THURSDAY, OCTOBER 3, 2013

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141**

6:00 P.M.

1. CALL TO ORDER

The Mayor called the meeting to order at 6:03 p.m.

PLEDGE OF ALLEGIANCE,

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

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

Commissioner Wendy Duvall and Commissioner Jorge Gonzalez were absent.

Also present were:

Village Manager Frank Rollason

Deputy Village Manager/HR Director Jenice Rosado

Finance Director Bert Wrains

Police Chief Robert Daniels

Public Works Director Rodney Carrero-Santana

Assistant Village Attorney Nina Boniske

Village Clerk Yvonne P. Hamilton

2. PUBLIC HEARING ON THE FINAL DEBT SERVICE MILLAGE FOR FISCAL YEAR 2013-2014.

The Mayor opened the Public Hearing and there were no speakers.

Village Manager Frank K. Rollason explained the purpose of the hearing.

The Village Clerk read the Resolution by title.

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL DEBT SERVICE MILLAGE RATE FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2013-2014; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)

Commissioner Richard Chervony made a motion to adopt the final debt service millage rate of 1.0405 mills. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

3. ADJOURNMENT

The meeting adjourned at 6:13 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by the North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

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OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING TREASURE ISLAND ELEMENTARY SCHOOL

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141

SEPTEMBER 25, 2013

7:30 P.M.

1. CALL TO ORDER.

The regular meeting was called to order by the mayor at 9:09 p.m.

PLEDGE OF ALLEGIANCE

Resident Renaldo Trujillo led the pledge of allegiance.

ROLL CALL

Present were the following:

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

Also present were:

Interim Village Manager Frank Rollason
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero-Santana
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Village Planner Jim LaRue, LaRue Planning Management
Village Clerk Yvonne P. Hamilton

2. PROCLAMATIONS AND AWARDS

A. SPECIAL PRESENTATIONS

There were no special presentations.

B. ADDITIONS AND DELETIONS

Commissioner Wendy Duvall introduced an item for the Interim Village Manager to meet with the Village Attorney to obtain a reduction in the legal fees, as well as review the cost recovery fees.

Following discussion, Mayor Connie Leon-Kreps made a motion to add the matter of the Village Attorney's contract to the agenda. Commissioner Jorge Gonzalez seconded which was adopted by a 5-0 roll call vote.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Cutlass Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Gudrin Volker, of 7517 Cutlass Avenue, and Reinaldo Trujillo, of 7601 East Treasure Drive addressed the Commission.

Interim Village Manager Frank K. Rollason stated for the record that there was a \$231,009 reduction from last year's budget.

Following further discussion, Commissioner Wendy Duvall made a motion directing the Interim Village Manager to meet with the Village Attorney to review the fees for legal services to obtain a reduction. Mayor Connie Leon-Kreps seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

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

Mario Garcia, of 7540 Cutlass Avenue and Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

At this time, Village Attorney Nina Boniske requested an Executive Session in the matter of Dennis W. Kelly, Petitioner vs. North Bay Village, a Municipal Corporation of the State of Florida, Yvonne Hamilton in her capacity as City Clerk, and Connie Leon-Kreps, in her capacity as Mayor, Respondents,

Case No. 13- 030060 CA 01.

Commissioner Jorge Gonzalez made a motion to table the balance of the items to the October 8, 2013 Commission Meeting. Commissioner Wendy Duvall seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Chervony voted No.

3. BOARD REPORTS

This item was tabled to the October 8, 2013 Commission Meeting.

4. PUBLIC SAFETY DISCUSSION

This item was tabled to the October 8, 2013 Commission Meeting.

5. COMMISSIONERS' REPORTS

This item was tabled to the October 8, 2013 Commission Meeting.

6. VILLAGE ATTORNEY'S REPORT

This item was tabled to the October 8, 2013 Commission Meeting.

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7. **VILLAGE MANAGER'S REPORT**

This item was tabled to the October 8, 2013 Commission Meeting.

8. **FINANCE REPORT**

This item was tabled to the October 8, 2013 Commission Meeting.

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING OCTOBER 2013 AS ANTI-BULLYING AWARENESS MONTH; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

1.) **Commission Action**

This item was tabled to the October 8, 2013 Commission Meeting.

11. **PLANNING & ZONING CONSENT AGENDA**

No Items.

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET UNLESS THE VILLAGE COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

This item was tabled to the October 8, 2013 Commission Meeting.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN FRANK K. ROLLASON AND NORTH BAY VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)**

This item was tabled to the October 8, 2013 Commission Meeting.

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)- (SECOND READING)**

This item was tabled to the October 8, 2013 Commission Meeting.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) - (SECOND READING)**

This item was tabled to the October 8, 2013 Commission Meeting.

- C. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.10 THROUGH 32.17 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "COMMUNITY ENHANCEMENT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY) - (SECOND READING)**

This item was tabled to the October 8, 2013 Commission Meeting.

14. **UNFINISHED BUSINESS**

- A. **APPOINTMENT OF MEMBERS TO THE CITIZENS BUDGET & OVERSIGHT BOARD**

This item was tabled to the October 8, 2013 Commission Meeting.

- B. **APPOINTMENT OF MEMBERS TO THE COMMUNITY ENHANCEMENT BOARD**

This item was tabled to the October 8, 2013 Commission Meeting.

15. **NEW BUSINESS**

This item was tabled to the October 8, 2013 Commission Meeting.

16. **APPROVAL OF MINUTES (CONTINUED FROM JUNE 11, 2013)**

- A. **Special Commission Meeting-April 1, 2013**
B. **Regular Commission Meeting -March 12, 2013**
C. **Regular Commission Meeting-April 9, 2013**
D. **Special Commission Meeting-February 28, 2013**
E. **Regular Commission Meeting-February 12, 2013**

This item was tabled to the October 8, 2013 Commission Meeting.

17. ADJOURNMENT

The meeting adjourned at 10:51 p.m.

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

Adopted by the North Bay Village on

this _____ day of _____.

Connie Leon-Kreps, Mayor

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WORKSHOP MINUTES

BUDGET WORKSHOP TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141**

JULY 18, 2013

6:00 P.M.

1. CALL TO ORDER

The workshop was called to order by the mayor at 6:27 p.m. Present were the following:

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

Commissioner Wendy Duvall was absent

Also Present:

Interim Village Manager Jenice Rosado
Finance Director Bert Wrains
Chief Robert Daniels
Village Attorney Nina Boniske
Village Clerk Yvonne P. Hamilton

2. **DISCUSSION REGARDING THE PROPOSED GENERAL OPERATING BUDGET FOR FISCAL YEAR 2013-2014**

Each department's budget and other sections of the budget were reviewed and the following subjects were specifically discussed:

- New Police Dispatchers
- COPS Grant
- GPS for Police Department
- Part-time Police Officers
- Explanation of Revenues
- Anticipated \$191,000 Budget Shortfall to cover ongoing
Emergency Reserve
- Explanation of changes in budget for each department from last year's
Budget
- Part-Time Deputy Village Clerk
- Legal Services
- Cost Recovery Fees and Workshop
- Fireworks
- North Bay Island Monument Sign
- Speed Humps for Harbor Island
- Debt Service Millage Rate
- Advalorem Millage Rate
- Special and Other Events
- Dog Park
- Light on sign at Hispanola Avenue

The following residents were heard during the public comment session of the workshop: Jorge Brito, of 1865 Kennedy Causeway, James and Gloria Carter, of 7516 West Treasure Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, Ann Bakst, of 1865 Kennedy Causeway, and Mario Garcia, of 7540 Cutlass Avenue.

3. **ADJOURNMENT**

The workshop was adjourned at 10:43 p.m.

Respectfully submitted:

Yvonne P. Hamilton, CMC, Village Clerk

Adopted by the North Bay Village Commission on

this _____ day of _____.

Connie Leon-Kreps, Mayor