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, FEBRUARY 11, 2014

7:30 P.M.

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

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

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1. **CALL TO ORDER**

   PLEDGE OF ALLEGIANCE

   ROLL CALL

2. A. **PROCLAMATIONS AND AWARDS**

   1.) **Life Saving Award – Officer Columbano**

   B. **SPECIAL PRESENTATIONS**

   C. **ADDITIONS AND DELETIONS**

3. **GOOD & WELFARE**

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

4. **BOARD REPORTS**

   A. **CITIZENS BUDGET & OVERSIGHT BOARD**
   B. **COMMUNITY ENHANCEMENT BOARD**
   C. **PLANNING & ZONING BOARD**

5. **PUBLIC SAFETY DISCUSSION**

6. **COMMISSIONERS' REPORTS**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

9. **FINANCE REPORT**

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

    A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO AWARD RFP NO. NBV 2013-002 TO STAFFING CONNECTION/ACTION LABOR FOR SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ATTACHED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANANAGER FRANK K. ROLLASON)***

    The proposed Resolution will authorize an agreement with Staffing Connection for school crossing guard services.

    B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO TAKE THE STEPS NECESSARY IN PREPARATION FOR DESIGNING AND CONSTRUCTING THE NEW VILLAGE HALL COMPLEX AT 7903 EAST DRIVE; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANANAGER FRANK K. ROLLASON)***

The proposed Resolution will authorize the Village Manager to move forward with testing the site in preparation for constructing a New Village Hall/Public Safety Complex that was approved by the voters in 2006 Bond Referendum.

1.) **Commission Action**

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 "ADMINISTRATIVE POLICY AND PROCEDURE," OF THE CODE OF ORDINANCES TO UPDATE THE REQUIREMENTS AND PROCEDURES RELATED TO THE PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Ordinance will update the purchasing procedures to clarify the process and address the needs of the Village.

1.) **Commission Action**

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING ROBERT L. SWITKES OF ROBERT L. SWITKES & ASSOCIATES, P.A. AS THE PERMANENT VILLAGE ATTORNEY AND APPROVING AN AGREEMENT WITH THE FIRM FOR PROVIDING GENERAL MUNICIPAL AND LAND USE MATTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will allow for the engagement of Robert L. Switkes, P.A. as the permanent Village Attorney and approve an agreement for the services.

1.) **Commission Action**

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

The proposed Resolution will approve a Work Order with Kimley Horn & Associates, Inc. to provide construction phase services to clean out and place the Village's existing 12" eastbound force main out of service.

1.) Commission Action

D. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AUTHORIZING VILLAGE OFFICIALS TO RECORD THE EASEMENT AND TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will allow the grant of a permanent easement with the School Board for the Village's Sewer Force Main through Treasure Island Elementary School.

1.) Commission Action

E. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2013-2014 BUDGET TO INCREASE THE BUILDING PERMIT REVENUES AND INCREASE THE EXPENDITURES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will increase the FY 2014 Building Department Budget by $120,000 as a result of increased revenues and expenditures.

1.) Commission Action

F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ELECTED OFFICIALS TO PURCHASE HEALTH INSURANCE THROUGH THE VILLAGE HEALTH INSURANCE PROGRAM; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will allow elected officials to enroll in the Village's Health Insurance Program and pay all cost associated with coverage.

1.) Commission Action

G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH C.A.P. ENGINEERING CONSULTANTS, INC., FOR THE PURPOSE OF PROVIDING BUILDING & PERMITTING SERVICES; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will allow C.A.P Engineering to continue to provide building and permitting services for the Village on a permanent basis and change the payment plan.

1.) Commission Action

H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RAUL RODRIGUEZ AS THE CHIEF BUILDING OFFICIAL PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will confirm the appointment, and change the title of the current Building Official from interim to permanent.

1.) Commission Action

I. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RODNEY CARRERO-SANTANA AS THE PUBLIC WORKS DIRECTOR PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will confirm the appointment and allow Mr. Santana to continue as the permanent Director of Public Works.

1.) Commission Action

J. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A BUDGET TRANSFER OF $28,333 FROM THE VILLAGE CLERK'S ACCOUNT TO THE POLICE DEPARTMENT ACCOUNT AND RE-ALLOCATION OF $9,720 TO THE VILLAGE MANAGER'S DEPARTMENT CONTINGENCY FUND FOR PERSONNEL COST, SOFTWARE EQUIPMENT, AND OTHER NECESSARY OPERATING EXPENSES; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will allow for elimination of the Records Management Clerk Position and creation of a full-time Records Coordinator 1 position.

1.) Commission Action

K. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CREATE A RESIDENTIAL PARKING PERMIT AREA ON HARBOR ISLAND, PURSUANT TO SECTION 70.07(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will authorize the issuance of parking permits to assist in improving the parking conditions on Harbor Island.

1.) Commission Action

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:

A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE TO UPDATE THE PARKING REGULATIONS AND TO MODIFY RQUIREMENTS 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)*-SECOND READING – PUBLIC HEARING

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

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AND BOAT LIFT AT 1400 SOUTH TREASURE DRIVE,; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

1.) Commission Action

C. AN APPLICATION BY ISLES OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

1. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.

2. **BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**

3. **A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.**

4. **SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.**

   BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

   1.) Commission Action

14. UNFINISHED BUSINESS

A. CODE ENFORCEMENT LIEN – 7401 BEACH VIEW DRIVE (CONTINUED FROM DECEMBER 10, 2013)

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. *(CONTINUED FROM DECEMBER 10, 2013)*

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

1.) Commission Action

15. NEW BUSINESS

A. CAUSEWAY TOWER, LLC ADDITIONAL LEASED ADMINISTRATIVE OFFICE SPACE – VILLAGE HALL

1.) Commission Action

B. NORTH BAY VILLAGE SCHOLARSHIP REVIEW COMMITTEE

1.) Commission Action

C. REMOVAL OF BULB OUT AT 1680 SOUTH TREASURE DRIVE

1.) Commission Action

16. APPROVAL OF MINUTES

A. Special Commission Meeting – January 15, 2014
B. Regular Commission Meeting – December 10, 2013
C. Regular Commission Meeting – October 8, 2013

1.) Commission Action

17. ADJOURNMENT

North Bay Village
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MINUTES

CITIZENS BUDGET & OVERSIGHT BOARD MEETING
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

JANUARY 28, 2014

6:00 P.M.

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1. CALL TO ORDER

The meeting was called to order at 6:03 p.m. by the Chair, Robert Breiner. Also present were Maria Haviland and Oliver Pfeffer. Temante Leary and Myra Perez Damera were absent. Finance Director Bert Wrains and Village Clerk Yvonne Hamilton attended.

2. NEW BUSINESS

A. NORTH BAY VILLAGE BUDGETING PROCESS

Finance Director Bert Wrains explained the Village's budget process, TRIM requirements, and the Village Manager's intention to utilize a zero-based budget for FY 2015. He distributed and discussed with the Board the "Village Budget-in-Brief through December 31, 2013.

B. STATUS OF BOND ISSUE – CITY HALL/POLICE STATION

An "Over View of Current and Future Capital Costs and Financing" was distributed and discussed. This report listed out the Voter Approved Bond issues and the status of all four bond issues. The Board members were interested about the construction of a New Village Hall.

Mr. Wrains distributed the 2013 Local Government Financial Information Handbook to the Board members to be used as a resource.

There was general discussion that the traffic signals on the causeway are too short for pedestrians to cross the street; the idea of installing "Yield to Pedestrians" signs, painting of the crosswalks; and the large percentage of Village budget to for the Police Department.

3. APPROVAL OF MINUTES

A. CITIZENS BUDGET & OVERSIGHT BOARD MEETING – NOVEMBER 19, 2013

Maria Haviland moved to approve the Minutes as submitted. Oliver Pfeffer seconded the motion, which was adopted by 3-0 roll call vote.

4. ADJOURNMENT

The meeting adjourned at 7:17 p.m.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Approved by Citizens Budget & Oversight Board

this _____ day of _____.

_____
Robert Breiner, Chair

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OFFICIAL MINUTES

COMMUNITY ENHANCEMENT BOARD WORKSHOP
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

JANUARY 9, 2014 – 6:00 P.M.

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1. CALL TO ORDER

The meeting was called to order at 6:25 p.m. Board Members present were: Andreana Jackson, Chair, Benjia Morgenstern, and Diana Quintera. Odalys Becerra and Doris Acosta were absent. Also present were: Village Clerk Yvonne P. Hamilton and Executive Assistant to the Village Manager Teyesi Cutino.

2. OLD BUSINESS

A. DISCUSSION REGARDING VILLAGE LANDSCAPING

The Board reviewed a list of questions that were posed to the administration after their workshop on December 7, 2013 to review the Village's landscaping. The questions were addressed to their satisfaction.

The Board addressed the following:

The option of moving the Date Palms behind the John F. Kennedy Causeway Bust and all along Kennedy Causeway. The possibility that the electrical in that area is not active as there is grass, as well as other ground covering. It was suggested that SFM should address this matter.

It was mentioned that when the fronds from the Palm Trees in the right-of-way on North Bay Island die, they fall into fall into the canopy.

3. GENERAL DISCUSSION

Discussion ensued regarding the issue of carts belonging to President Supermarket being left throughout the Village. It was suggested that fines could be imposed on the supermarket for allowing the carts to be removed from the property, as well as the possibility of issuing citations to shoppers who remove the carts from the premises. It was noted that President Supermarket was contacted about having a representative at this meeting, but they did not attend.

The Board asked about the species of Fern that was being considered for the causeway.

Benjia Morgenstern made a motion requesting that a letter be sent to the property owner, Roy Martayan, informing him that the Board felt that the Supermarket was a benefit to the area, but as the Village continues to grow, he may want to consider improving the appearance of the Shopping Center with landscaping. Diana Quintana seconded the motion which was adopted by a unanimous roll call vote.

A suggestion was made to impose fines against commercial properties that are not complying with the regulations to put a locking mechanism on their garbage containers to keep out vultures.

The Board inquired about the status of bringing Deco Bikes to the Village and the installation of the west entrance sign.

The Board looked at the plans for the proposed development at 1415 Kennedy Causeway, 1755 Kennedy Causeway, and 7914 West Drive.

It was reported that the bulb out on North Treasure Drive is missing trees.

4. APPROVAL OF MINUTES

A. December 21, 2013 Regular Community Enhancement Board Meeting
B. December 7, 2013 Community Enhancement Board Workshop

Approval of Minutes was deferred to the next meeting.

5. ADJOURNMENT

The meeting adjourned at 7:02 p.m.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Approved by Community Enhancement Board

this _____ day of _____.

_____

Andreana Jackson, Chair

North Bay Village
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OFFICIAL MINUTES

PLANNING & ZONING BOARD MEETING

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

JANUARY 30, 2014 – 7:30 P.M.

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

The meeting was called to order at 7:37 P.M. by Chair Reinaldo Trujillo and the Pledge of Allegiance was recited. Also present at Roll Call were Board Members Vice Chair James Carter, Bud Farrey, and Marvin Wilmoth. Barry Beschel was absent. Also present were Building & Zoning Clerk Elena Grek, Village Clerk Yvonne P. Hamilton, and the Village Planning Staff Jim LaRue and Ben Smith.

In attendance were Mayor Connie Leon-Kreps, Commissioner Richard Chervony, and Village Manager Frank K. Rollason.

As a quorum was determined to be present, the meeting commenced.

Interim Village Attorney Robert L. Switkes swore in those individuals who indicated that they would testify.

Mr. Switkes asked the members of the Board if they had any conflict of interest pertaining to the request, and they all answered No.

2. (PUBLIC HEARINGS) ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN.

A. AN APPLICATION BY 7914 BUILDING, LLC CONCERNING PROPERTY LOCATED AT 7914, 7916 AND 7918 WEST DRIVE, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

1. **SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 53 UNIT, 15 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.**

2. **BONUS DENSITY REVIEW PURSUANT TO SECTION 152.029(C)(8)(H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**

Village Clerk Yvonne Hamilton informed the Board of the applicant's request to defer the matter to the February 18, 2014 Planning & Zoning Board Meeting at 7:30 p.m.

Reinaldo Trujillo made a motion to approve the request to defer the item to the February 18, 2014 Planning & Zoning Board Meeting. Marvin Wilmoth seconded the motion which was adopted by a 4-0 vote. The vote was as follows: Marvin Wilmoth, James Carter, Bud Farrey, and Reinaldo Trujillo all voting Yes.

Building & Zoning Clerk Elena Grek read the following items into the record:

B. **AN APPLICATION BY 1755 NBV, LLC IN CONNECTION WITH THE DEVELOPMENT OF A 132-UNIT, 22-STORY CONDOMINIUM HOTEL AT 1755 KENNEDY CAUSEWAY FOR THE FOLLOWING:**

1. **REZONING OF THE PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY AND CURRENTLY IDENTIFIED IN MIAMI-DADE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0110, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTIONS 152.095 AND 152.100(A) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO CHANGE THE CURRENT ZONING DESIGNATION FROM CG (GENERAL COMMERCIAL) ZONING DISTRICT TO CL (LIMITED COMMERCIAL DISTRICT) AND AMENDING THE VILLAGE'S OFFICIAL ZONING DISTRICT MAP.**

The Village Planner Jim LaRue made a brief presentation on the item and recommended approval to rezone the property to CL (Limited Commercial).

Counsels for the applicant Neisen Kasdin and Maeve Desmond, of Ackerman LLP, Architect Kobi Karp, Developer Miguel Angel Barbagallo, Sebastian Barbagallo, and Gonzalo Negrete were present on behalf of the request. Mr. Kasdin and Kobi Karp presented and described the project.

Kobi Karp noted for the record that the application had received unanimous approval from the Shoreline Review Committee.

The Chair opened the floor to public comments.

Fane Lozman, of 7918 West Drive, addressed the Board in favor of the project.

Michael Sklarsky, Federico Fascetto and Rodriguez Leil, of 7901 Hispanola Avenue and Al Coletta, of 7904 West Drive addressed the Board in favor of the request.

The Chair closed the Public Hearing.

Following discussion, Marvin Wilmoth made a motion to recommend approval of the request to rezone the property to CL (Limited Commercial). Bud Farrey seconded the motion which was adopted by a 4-0 roll call vote. The vote was as follows: James Carter, Bud Farrey, Reinaldo Trujillo, and James Carter all voting Yes.

2. A CODE TEXT AMENDMENT TO SECTIONS 152.003(5) AND 152.003(6) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REDEFINE THE DEFINITION OF "DWELLING, HOTEL ROOM" AND "DWELLING, HOTEL SUITE".

Village Planner Jim LaRue made a brief presentation on the request to redefine the definition of "dwelling, hotel room" and "dwelling, hotel suite" to allow hotel rooms with kitchen facilities.

Neisen Kasdin and Kobi Karp explained the request.

The Chair opened the Public Hearing.

Fane Lozman, of 7918 West Drive, Al Coletta, of 7904 West Drive, and Barry Smith, of 1601 Kennedy Causeway, addressed the Commission in favor of the request.

Jorge Brito, of 1865 Kennedy Causeway, addressed the Commission and suggested that the developer make a presentation to those residents who are concerned about the impact of the development.

The Chair closed the Public Hearing.

Following discussion, Marvin Wilmoth made a motion to approve the request with the following conditions:

1. Adoption of the definition for "Dwelling hotel room/Dwelling hotel suite" as outlined in Section 509.013(4)(a) Florida Statute, "any unit, group of units, dwelling, building , or group of buildings within a single complex of buildings, which is rented to guests more than three times in a calendar year for periods of less than 30 days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests; for no more than 90 days, with kitchen facilities.
2 There shall be no kitchens facilities in units that are less than 750 square feet in size.
3. The density shall be calculated on hotel occupancy, 132 units at 90-units per acre.

Bud Farrey seconded the motion, which was adopted by a vote of 3-1. The vote was as follows: Reinaldo Trujillo, Marvin Wilmoth, and Bud Farrey all voting Yes. James Carter voted No.

3. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE DEVELOPMENT OF A CONDOMINIUM HOTEL STRUCTURE TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C).

Village Planner Jim LaRue reported that the request does not meet the hardship requirements under the criteria set forth in Section 152.097(C) of the Village Code.

The Chair opened the Public Hearing.

Brian Meeks, Federico Fascetto, and Sam Zamacona, of 7901 Hispanola Avenue, addressed the Board in opposition to the request.

The Chair closed the Public Hearing.

Neisen Kasdin, Kobi Karp, and Jim LaRue participated in discussion with the Board and the public.

Following discussion, Bud Farrey made a motion to recommend approval of the Variance request without prejudice. Marvin Wilmoth seconded the motion, which failed by a 2-2 vote. The vote was as follows: Reinaldo Trujillo and James Carter voted No. Marvin Wilmoth and Bud Farrey voted Yes.

Reinaldo Trujillo made a motion to reconsider the Variance request, and Marvin Wilmoth seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Marvin Wilmoth, Bud Farrey, and Reinaldo Trujillo all voting Yes. James Carter voted No.

Chairman Reinaldo Trujillo made a motion to defer the following items to the Planning & Zoning Board Meeting of February 18, 2014 to allow for the full membership of the Board to be present and for the applicant to meet with the residents from the Lexi Condominium to discuss the project.

3. **A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE DEVELOPMENT OF A CONDOMINIUM HOTEL STRUCTURE TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C).**

4. **BAY VIEW OVERLAY STANDARDS REVIEW, INCLUDING HEIGHT APPROVAL, PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**

5. **A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.**

6. **SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132-UNIT 22-STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE.**

   BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

Bud Farrey seconded the motion which was adopted by a 3-1 roll call vote. The vote was as follows: Marvin Wilmoth, Bud Farrey, and Reinaldo Trujillo all voting Yes. James Carter voted No.

Building & Zoning Clerk Elena Grek read the following items into the record:

C. **AN APPLICATION BY ISLE OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:**

1. **A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.**

2. **BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**

3. **A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.**

4. **SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.**

   BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

Village Planner Jim LaRue reported that the application was qualified for approval of the mixed-use development and review under the Bay View Overlay standards. However, there were issues with the Site Plan. He requested that the Board require the applicant to provide clarification on those issues prior to the matter being addressed by the Commission.

Graham Penn, of Bercow Radell & Fernandez, P.A., 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131 and developer Scott Greenwald were present on behalf of the request.

The applicant withdrew the request for a Special Use Exception to allow Compact Parking Spaces under Item No. 2C(4).

Mr. Penn the presented the project and discussed the issues referenced by the Village Planner as outlined below:

1. Confirmed side setback is 48'10".
2. Confirmed unit sizes meet code-required minimums.
3. Confirmed that landscaped open space exceeds 20% of lot area.
4. Confirmed that all exterior drives will be pavers.
5. Confirmed that the entrance will include a water feature.

6. Confirmed that the street trees will have lighting.
7. Confirmed size of parking spaces and the parking requirements.
8. Provided details of the rooftop screening.
9. Provided details of benches and street furniture for baywalk.
10. Confirmed that lawn area is far below the maximum permitted.
11. Confirmed that we are asking the County to confirm that the shoreline revisions can be approved administratively.

The Chair opened the Public Hearing.

Sam Zamacona and Julie Sidorevskya, of 7901 Hispanola Avenue, addressed the Commission in support of the request.

The Chair closed the Public Hearing.

Following discussion, Marvin Wilmoth made a motion to approve the Special Use Exception for a mixed-use residential and commercial structure in the CG Zoning District and for the application to be reviewed under the Bay View Overlay standards. Bud Farrey seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: James Carter, Bud Farrey, Reinaldo Trujillo, and Marvin Wilmoth all voting Yes.

Marvin Wilmoth made a motion to approve the Site Plan subject to the condition that the items outlined by Mr. Penn are clarified to the satisfaction of the Village Planner. If clarification is not satisfactory, the requests will come back to the Board. James Carter seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Bud Farrey, Reinaldo Trujillo, James Carter, and Marvin Wilmoth all voting Yes.

3. APPROVAL OF MINUTES

A. REGULAR PLANNING & ZONING BOARD MEETING – SEPTEMBER 19, 2013

Chair Reinaldo Trujillo made a motion to defer approval of the Minutes. Marvin Wilmoth seconded the motion, which was approved by a 4-0 roll call vote.

4. ADJOURNMENT

The meeting adjourned at 11:35 p.m.

Prepared and submitted by: Yvonne P. Hamilton
Village Clerk

Adopted by the Planning & Zoning Board on this _____ day of _____.

_____
Reinaldo Trujillo, Chair

(Note: The Minutes are summary of the proceeding.)

VILLAGE MANAGER'S REPORT

To

The Mayor and Members of the Village Commission

February 11, 2014

1. **Manager's Causeway Committee:** Update & Request for Motion by the Commission to authorize the Manager to move forward on the items recommended by the Committee with FDOT incorporating the assistance of State Representative David Richardson as appropriate.
2. **Performance Measures Update:** Have been included in final FY '14 Approved Budget Document and posted on Village Web Site. 1st Quarter Status Report will be issued to the Commission and posted on the Web Site by end of February.
3. **Commercial Garbage Bins Update:** Follow-up report to Commission by Manager per direction of the Commission at December 10, 2013 Commission Meeting. Three 2-cubic yard dumpsters have been installed with locking mechanism at Happy's and three 2-cubic yard containers are scheduled to be installed to service Oggi's Restaurant and the 1666 Causeway Tower Building as soon as the next order of bins are delivered. Code Enforcement will enforce the code requiring bins to be kept in the locked position except when accessing or servicing by Village.
4. **Donation of Miami-Dade County Surplus Garbage Truck:** Donation sponsored by Commissioner Sally Heyman was approved by the county commission on January 22, 2014. Staff preparing necessary documents to finalize transfer to the Village.
5. **Sea Wall Repairs at Vogel Park:** Contractor approved by Commission on December 10, 2013, in the amount of $67,765.00; contract executed by Manager on February 4, 2014; work to begin once insurance and bonding requirements are submitted and approved.
6. **Installation of Replacement & New Royal Palms:** Four replacement Royal Palms on the Causeway were installed in December 2013 at a cost of $2,300. Eight new Royal Palms were installed in Vogel Park in early January 2014 at a cost of $4,750. The trees themselves were donated – the Village paid only for transport and installation. The original quote from a vendor to provide and install just the 4 trees on the Causeway was $17,000. The Village installed all 12 trees for $7,050.
7. **Receipt of FDOT reimbursement check for Causeway Renovations:** Check received on December 30, 2013 in the amount of $122,375.18. Funds deposited in Grant Revenue account and may be utilized for additional eligible Causeway, Parks, and/or New Village Hall related expenses. This was a successful effort due to the hard work of Finance Director Bert Wrains and Public Works Director Rodney Carrero-Santana. Also, much help from Gus Pego, FDOT Secretary for South Florida in locating the funding to reimburse the Village.
8. **Immediate Infrastructure Needs:** The Village is in dire need of somewhere between $3-4 million dollars-worth of immediate infrastructure repair needs to include, but not limited to, Pump Station pump replacements, Life-Safety Pump Station Ventilation System replacement,

repairing of leaking sanitary sewer lines, and replacement of worn-out and out of calibration water meters. The lack of immediate attention to these items could very well result in the County imposing a Building Moratorium which could not come at a more critical time as the Village is poised to begin a resurgence of much needed development. Funding for these projects is critical to enable the Village to develop a Mitigation Plan that is acceptable to the County to allow development to continue and the Village's tax base to grow. Miami-Dade Legislative Days are slated to take place on April 2nd and 3rd in Tallahassee. It is imperative that our elected officials who attend on behalf of the Village lobby our State elected Senators and Representatives, as well as the Governor, for funding to support these much needed projects. I am requesting that the Commission pass a motion directing the Manager to prepare a North Bay Village Immediate Infrastructure Needs Program to be made available to the Mayor and Commissioners to assist them in their efforts to obtain funding from the State to make these necessary repairs.

NORTH BAY VILLAGE POLICE DEPARTMENT

RECOMMENDATION MEMORANDUM

DATE: **January 29, 2014**

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

RECOMMENDED BY STAFF/COMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Robert Daniels, Police Chief

SUBJECT: **February 11, 2014 Commission Agenda**
Award of School Crossing Guard RFP NBV 2013-002

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution accepting the recommendation of the Village Manager of Staffing Connection/Action Labor for providing school crossing guard services in response to RFP #2013-002, and authorizing the Village Manager to execute the attached agreement based upon the proposal submission dated December 30, 2013.

BACKGROUND:

The Village Manager issued a Request for Proposals (RFP No. 2013-002) for Crossing Guards Services due on December 13, 2013, and no responses were received. The RFP was subsequently rebid on December 30, 2013 and only one response was received from Staffing Connection/Action Labor.

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

10A(1)

An Evaluation Committee consisting of Lieutenant Brian Collins, Corporal Jackie Stephens, and Corporal Mark Weinstein met on January 24, 2014 to review the proposal. The proposal was acceptable based on the evaluation criteria published in the RFP.

It was the consensus of the Evaluation Committee that Staffing Connection be awarded the contract for School Crossing Guard Services. The Village Manager hereby recommends, based upon the findings of the Evaluation Committee, the selection of Staffing Connection/Action Labor for our School Crossing Guard Vendor.

BUDGETARY IMPACT:

$35,000 was appropriated in the FY2014 General Fund Budget.

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason, Village Manager
Robert Daniels, Police Chief

10-A(2)

NORTH BAY VILLAGE POLICE DEPARTMENT

MEMORANDUM

DATE: **January 24, 2014**

TO: **Frank Rollason, Village Manager**
Via Chain of Command

FROM: **Lieutenant Brian Collins**

SUBJECT: **North Bay Village, Florida, RFP NBV 2013-002, Crossing Guard Services**

On January 24, 2014, a committee consisting of Lieutenant Brian Collins, Corporal Jackie Stephens, and Corporal Mark Weinstein met to review the bid proposal for school crossing guard services submitted by the sole bidder, Staffing Connection.

The committee reviewed the bid proposal and the following considerations for the award:

- Manpower and organization of company (qualifications of staff assigned to the contract, number of employees, and supervisors available for the contract, firm's ability to secure additional personnel, number of FDOT certified trainers, etc.) **15 %**

- Financial stability of company to perform services, bank references, audited financial statements, and other business references. **10%**

- References for which school crossing guard services are currently being provided in this area. Attempts were made to contact the listed references, one failed to answer the phone, two we reached a voice mailbox and left messages, this was conducted by Ana Gonzalez, Executive Assistant to the Chief of Police.

- Number of years experience in providing similar services. **5%**

- Programs or incentives offered to employees to retain services to ensure low turnover. **0%**

- Method to be used for FDOT training program. **5%**

- Compliance with FDOT recommended guidelines regarding pre-employment physicals. **0%**

- Dress code/identification of employees. **5%**

10A(3)

- Call out procedure. **5%**

- Total cost to the village. The lowest hourly cost to the village shall receive the maximum cost points.
  Staffing Connection is the sole applicant, there were no other proposals submitted for consideration.

Staffing Connection has been providing school crossing services since, January 29, 2013. They have provided stellar service and have demonstrated the ability to handle the task without incident. The onsite personnel and management are always accessible and have proven to be reliable.

It is this committee's recommendation that Staffing Connection be awarded this contract for school crossing services.

10A(4)

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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO AWARD RFP NO. NBV 2013-002 TO STAFFING CONNECTION/ACTION LABOR FOR SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE VILLAGE MANGER TO EXECUTE THE ATTACHED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

10A(5)

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

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO AWARD RFP NO. NBV 2013-002 TO STAFFING CONNECTION/ACTION LABOR FOR SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE VILLAGE MANGER TO EXECUTE THE ATTACHED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANANAGER FRANK K. ROLLASON)***

WHEREAS, on November 24, 2013, North Bay Village (the "Village") issued RFP No. NBV 2013-002 for School Crossing Guard services; and

WHEREAS, no responses were received; and

WHEREAS, on December 17, 2013, the Village re-issued the RFP for School Crossing Guard services and one response was received by Staffing Connection/Action Labor; and

WHEREAS, on January 24, 2014, an Evaluation Committee consisting of police Lieutenant Brian Collins, a Sergeant Jackie Stephens, and a Corporal Mark Weinstein evaluated the proposal and deemed it responsive; and

WHEREAS, after reviewing the recommendation of the Evaluation Committee, the Village Manager recommends award of RFP No. NBV 2013-002 to Staffing Connection/Action Labor to perform School Crossing Guard Services for the Village.

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

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

Section 2. Selection of Proposer. The Village finds that Staffing Connection/Action Labor is qualified to perform the School Crossing Guard Services; and

Section 3. Execution of Agreements. The Village Manager is authorized to execute the Agreement, attached hereto as Exhibit "1", to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

10A(6)

Section 4. **Authorization of Village Officials.** The Village Manager and/or his designee are authorized to implement the terms and conditions of the agreement.

Section 5. **Authorization of Fund Expenditure.** The Village Manager is authorized to expend budgeted funds as necessary to implement the terms of this Agreement.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of February 2014.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk

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

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

AGREEMENT BETWEEN THE NORTH BAY VILLAGE AND STAFFING CONNECTION/ACTION LABOR MANAGEMENT, LLC FOR SCHOOL CROSSING GUARDS.

THIS AGREEMENT, made as of _____by and between the NORTH BAY VILLAGE (VILLAGE), a Florida municipality and STAFFING CONNECTION/ACTION LABOR MANAGEMENT, LLC. (STAFFING). The Contract's effectiveness date is _____ through _____.

WHEREAS, the VILLAGE, is desirous of providing for the satisfaction of its school crossing guard program through an independent labor contract agreement; and

WHEREAS, STAFFING is in the business of providing various labor forces, including, but not limited to School Crossing Guard services, with appropriate certifications, and

WHEREAS, the parties are desirous of providing for the terms of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCHOOL CROSSING GUARDS: STAFFING shall provide the school crossing guard and supervisory services necessary to satisfy the requirements of the NORTH BAY VILLAGE POLICE DEPARTMENT, School Crossing Guard Program. STAFFING shall provide the following minimum personnel, at the locations and during the time herein described, for the consideration hereinafter set forth:

   Hourly Rate: $18.85 per hour

   This agreement will be for: Three Crossing Guards and one Field Supervisor as follows:
   1 crossing guard in front of Treasure Island Elementary
   2 crossing guards at Kennedy Causeway
   1 field supervisor

10A(8)

Guards and Supervisor will follow the Miami-Dade Public Schools Calendar for Elementary Schools. The crossing guards will be billed at three hours per day except Wednesday; on Wednesdays the early release makes it a two-hour day. Field Supervisor will be billed at three hours per day. It is STAFFINGS responsibility to have crossings covered with qualified personnel.

2. DUTY HOURS; DUTY LOCATIONS: STAFFING shall provide the personnel described above during school hours and at all posts as deemed necessary by the VILLAGE. VILLAGE has the right to change the duty hours, as well as duty location, by written directive, which shall become effective on the date set forth in such written directive, provided that such date shall not be sooner than three (3) business days from the date of the written directive. VILLAGE will assign a liaison to coordinate day to day operations with STAFFING.

3. CONSIDERATION: STAFFING shall be compensated for the services provided hereunder in accordance with the hourly rate set forth in paragraph 1. STAFFING shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remuneration; all labor contract compliance, and all other charges. STAFFING is being retained as an Independent Contractor and acknowledges this agreement does not create any employment relationship with the VILLAGE. VILLAGE shall bear no responsibility for any such charges, fees, permits, and the like associated with the employment of such personnel.

   STAFFING acknowledges that VILLAGE is contracting for the full crossing guard services for the hours and at the described posts as stated in the Contract. This agreement requires that qualified personnel service be at each post during the prescribed post hours.

   STAFFING will conduct a Criminal History check and provide Drug Testing, to identify perspective personnel for hire. In addition, STAFFING shall be solely responsible for conducting background checks. Criminal history check will be in accordance to Florida Statute 1012.465.

10A(9)

4. TRAINING AND SUPERVISION: STAFFING shall be responsible for furnishing the training and certification of each of the personnel set forth in Paragraph 1 (a) STAFFING represents that it is a qualified trainer and shall provide personnel meeting these training and certification standards required pursuant to Section 234.302, Florida Statutes. No person lacking such certification shall be provided to VILLAGE hereunder by STAFFING. STAFFING shall have, at all times during the term hereof, at its ready disposal, backup personnel. VILLAGE shall pay the rate as set forth in Paragraph 1 for retraining of applicable personnel. A two-hour refresher training class will be held annually.

5. UNIFORM: All personnel shall wear dark slacks, skirts or shorts and a white top with appropriate identification badge. At all times during the performance of their duties, all personnel shall dress in a clean and neat manner. STAFFING is responsible for supplying all equipment required by the state of Florida, to include the following for each guard: A hand-held stop sign (retro reflective), a fluorescent retro reflective safety vest and a metal whistle with a lanyard.

6. COMPORTMENT; CHANGE OF PERSONNEL: At all times when such personnel are working in VILLAGE whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect to VILLAGE or STAFFING, or call into question the competence or demeanor of such person relative to the performance of School Crossing Guard Services, which, by its nature, requires such personnel to come into contact with minors. VILLAGE reserves the right to require the change of any personnel upon not less than three (3) business days' written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and the location of the post location.

7. DUTY ROSTER: STAFFING shall provide the VILLAGE with the names of each Personnel, and the location of such individual's post location.

8. TERM: This agreement shall commence on the _____ and include the period from the commencement date through _____.

9. BILLING: STAFFING shall provide an invoice to VILLAGE on a weekly basis, and the same shall be satisfied within 30 days.

10A(10)

10. TERMINATION: Either party may terminate this agreement on written notice, provided that the services hereunder shall not be terminated until (30) days subsequent to the date of such written notice.

11. CONTRACT SUM and COST ADJUSTMENTS: The contract sum for the above work shall be calculated based on an hourly rate for crossing guards. Pricing will be in effect for the term of the contract. Price adjustment will be provided when necessitated by an adjustment to the Florida Minimum Wage, or an adjustment to the Federal Minimum Wage to a higher level than the Florida Minimum Wage. Changes in the Florida minimum wage shall be as outlined in Florida Statute 448.110.

12. INSURANCE: STAFFING shall provide liability insurance coverage, written with such insurance carriers as acceptable and approved by VILLAGE Personal Injury and Property Damage. Comprehensive General Liability Insurance must be written on the comprehensive form of policy. The Policy must contain minimum limits of Liability for each occurrence as follows: $1,000,000 Combined Single Limit; Bodily Injury of $1,000,000 and Property Damage of $500,000.

    Employer's Liability Insurance required $1,000,000, Workers Compensation Insurance statutory requirements. All insurance policies must be issued by companies authorized and licensed to do business under the Insurance laws of the State of Florida. The companies must be rated no less than 'B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or it's equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or approved to do business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

    All required policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the Village by certified mail. STAFFING shall submit prior to commencement of any work, a Certificate of Insurance showing VILLAGE as additional insured.

10A(1.1)

13. INDEMNIFICATION: STAFFING shall indemnify and save harmless and defend VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, fines, expenses, and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of STAFFING, its agents, servants, or employees in the performance of services under this contract.

    STAFFING further agrees to indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct, act or omission of STAFFING not included in the paragraph above and for which VILLAGE, its agents, servants or employees are alleged to be liable.

14. INDEPENDENT CONTRACTOR RELATIONSHIP: STAFFFING is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of VILLAGE.

15. NON-ASSIGNABILITY: This agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

16. CONSTRUCTION: This agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in North Bay Village, Miami-Dade County, Florida.

17. JOINT PREPARATION: The preparation of this agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this agreement be construed liberally to achieve its intent.

18. COUNTERPARTS: This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

10A(12)

19. EXHIBITS ARE INCLUSIONARY: All exhibits attached hereto or mentioned herein which contain additional terms, shall be deemed Incorporated herein by reference.

20. NOTICES: Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

VILLAGE: NORTH BAY VILLAGE
Frank K. Rollason
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

STAFFING
CONNECTION: Sharron Cook, Branch Manager
6555 N. Powerline Road, #306
Fort Lauderdale, FL 33467

21. In the event of any conflict between any provisions of this agreement and any provisions in the exhibits hereto, the parties agree that the provisions of this agreement are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

NORTH BAY VILLAGE

ATTEST:

BY: _____
Frank K. Rollason
Village Manager

BY: _____
Yvonne Hamilton
Village Clerk

10A(13)

Approved as to form and
Legal Sufficiency:

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

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

STAFFING CONNECTION/
ACTION LABOR

BY: _____
WITNESS

BY: _____
KAREN HOOVER
PRESIDENT AND CEO

_____
WITNESS

10 A(14)

Frank Rollason

From: Frank Rollason
Sent: Tuesday, December 31, 2013 2:21 PM
To: Robert Daniels (rdaniels@nbvillage.com)
Cc: Brian Collins; Yvonne Hamilton; Jenice Rosado; Teyesi Cutino; Bert Wrains
Subject: CROSSING GUARD RFP RESPONSE EVALUATION

Chief, please be advised that Yvonne has provided us with the one response received as a result of her re-advertising the RFP for School Crossing Guard Service – RFP No. 2013-002. I gave the packets to Lt. Collins a few moments ago. Please evaluate the one proposal to determine if it meets the minimum requirements and utilize the provisions under Section 6 or the RFP as appropriate for a single submission.

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

10A(15)

TO: NORTH BAY VILLAGE, FLORIDA

RE: RFP NO. NBV 2013-002

FOR: SCHOOL CROSSING GUARD SERVICES

DATE DUE: On or before - December 30th, 2013

FROM:
STAFFING CONNECTION/ACTION LABOR

SHARRON COOK
6555 N. POWERLINE RD. #306
FORT LAUDERDALE, FL 33309
954-776-3444 – OFFICE

10A(16)

Staffing Connection/School Crossing Guard Division

Technical Proposal and Work Plan

RE: RFP NO: NBV 2013-002 School Crossing Guard Services

Thank you for the opportunity to respond to this RFP. The following information should give you an insight into our firm and our unique qualifications.

1. Statement of Qualifications

Staffing Connection's Qualifications/Scope of Services

Staffing Connection is uniquely qualified by way of years of experience. We are the only Florida firm that specializes in School Crossing Guard services with over 12 years of experience. We staff School Crossing Guard programs exclusively. All our energy, staff and resources goes into making our program the best there is.

The very unique recruitment skills of the staff coupled with our vigorous training program has made it possible for us to hire and maintain crossing guards that are professional and have the skills and know how to make the right calls.

Staffing Connection/Action Labor is a proud member of the National Safety Council and the South Florida Construction Safety and Health Partnership (C.A.R.E.P.). We take full responsibility and a leadership role in providing a sound safety and health program, and for ensuring its effectiveness in maintaining safe working conditions.

Staffing Connection employs 32 FDOT certified trainers. Our office staff consists of 4 full time employees that are all FDOT certified. We employee over 600 certified crossing guards.

10A(17)

2. Preliminary Scope of Services

Staffing Connection has proven abilities in recruiting, training, assigning crossing guards to identified post locations. Our field supervisors monitor all post locations daily to ensure no gaps in coverage. We maintain a structured program and hold our crossing guards accountable to company policies. Field Supervisor has forms designed to record infractions and disciplinary action is handled as needed. All Field supervisors are required to meet with our Administrator in person weekly to go over their weekly report.

Staffing Connection is the largest private supplier of crossing guard services in the State of Florida. Our proven ability to seamlessly transition cities entire school crossing guard programs has made us the number one choice. Staffing Connection assumes complete responsibility for managing all aspect of the Crossing Guard Programs we take on.

We train and certify according to the "Florida School Crossing Guard Training Guidelines" before post assignment. A nationwide criminal background, sex offender, drug screening and reference check are conducted on all newly registered school crossing guards hired through Staffing Connection/Action Labor.

Ensure that all School Crossing Guards have been properly trained to the "Florida School Crossing Guard Training Guidelines" before post assignment.

School Crossing Guard Training classes are held weekly. Each School Crossing Guard candidate is required to successfully complete a 4 hour classroom training course conducted by a Staffing Connection trainer, who is a FDOT state certified trainer. They will also be required to complete a 2-hour in-the-field training session without and with children at a post.

Staffing Connection will be responsible for completing all training documentation and obtaining the guards' certifications from the state. Guards are re-certified every 12 months.

Maintain School Crossing Guard Training as required for all new personnel hired, scheduled on an "as need basis".

10A(18)

EQUIPMENT AND DRESS CODE:

Staffing Connection will provide the state required equipment including:

Ansi II Retro-Reflective Vest, Whistle, Reflective Stop Paddle.

All guards are required to wear a white polo type shirt and navy or black pants/shorts.

Tennis shoes are mandatory as proper foot attire. Guards are required to be neat and clean at all times.

BADGES:

Crossing Guards will be issued a Staffing Connection photo I.D. Badge that must be worn at all times while on their post. The badge is on a lanyard and their supervisors contact information is on the back. This will identify who they are to the children, parents and teachers while on their respective posts.

POST EVALUATIONS AND STATE MEETINGS:

Staffing Connection will visit each post location and map out all current post locations. Staffing Connection will tabulate the number of children crossing at each post on an on-going basis. The data received will be shared with our designated city contact and used to determine if post locations can be eliminated, or the need for additional post assignments. Our goal is to maximize safety and make sure the City's cost is being minimized where possible.

Staffing Connection attends all required state meetings and has relationships with all the necessary state departments that are involved with the School Crossing Guard Program.

10A(19)

3. Ability to Meet the Project Schedule

Currently employee crossing guards that live and work in North Bay Village and have successfully staffed this city for the past year. We have the resources to hire additional guards and supervisors as needed.

Recruiting is on-going and through the summer June, July and August our company advertises in local newspapers, distributes flyers in local neighborhoods and offers referral bonuses to current employees. Many of our crossing guards and supervisors have been employed with our company since 1999. We hold a meeting with all field supervisors about 2-3 weeks before school starts to prepare for the coming school year. All posts are reviewed one week prior to school and the crossing guard that is assigned is reconfirmed to report the first day of school. Our strong presence within these four cities and having contracts with many of the surrounding cities strengthens our position to provide excellent service and meet all requirements.

4. State number years of experience the proposer has had in providing similar services.

Staffing Connection has 12 years of experience specializing and handling school crossing guard programs. We have contracts with over 25 cities and a strong concentration in Broward County and Dade County.

5. Provide documentation to support your financial ability to perform the contract services.

Please utilize the list of references. They are all active contracts and many have been doing business with Staffing Connection since 2000. We process a weekly payroll for all crossing guards.

6. Attach copies of all Insurance Certificates.

A copy of a Certificate of Insurance is attached.

10A(20)

Statement of Qualifications

Staffing Connection is uniquely qualified by way of years of experience. We are the only firm that specializes in School Crossing Guard services with 14 years of experience. We only staff School Crossing Guard programs. All our energy, staff and resources goes into making our program the best there is.

Staffing Connection has successfully serviced North Bay Village for the past year. In that time there has not been one accident or incident. We currently employ certified crossing guards and certified trainers that live and are ready to work in North Bay Village. We have a proven program in place and are prepared to continue providing these services.

Staffing Connection is the largest private supplier of crossing guard services in the State of Florida. Our proven ability to seamlessly transition cities entire school crossing guard programs has made us the number one choice. Staffing Connection assumes complete responsibility for managing all aspects of the Crossing Guard Programs that contract with us.

Our recruitment skills coupled with our vigorous training program has made it possible for us to hire and maintain crossing guards that are professional and have the skills and know how to make the right decisions.

We train and certify according to the "Florida School Crossing Guard Training Guidelines" before post assignment. A criminal background, sex offender, drug screening and reference check are conducted on all school crossing guards hired through Staffing Connection.

Staffing Connection/Action Labor is a proud member of the National Safety Council. We take responsibility and a leadership role in providing a sound safety and health program, and for ensuring its effectiveness in maintaining safe working conditions.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

DBA:
Business Name: STAFFING CONNECTION ACTION LABOR

Receipt #: 329-34749
Business Type: ALL OTHERS (STAFFING AGENCY)

Owner Name: KAREN HOOVER
Business Location: 6555 N POWERLINE RD 306
FT LAUDERDALE

Business Opened: 08/05/2007
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
		5		

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAREN HOOVER
6555 N POWERLINE RD #306
FORT LAUDERDALE, FL 33309

Receipt #13B-12-00012056
Paid 09/11/2013 33.00

2013 - 2014

10A(22)

Venice of America

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2013-2014

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9701242 Business Name: STAFFING CONNECTION
Business Address: 6555 NW 9 AVE # 306
Tax Category: OFFICE USE ONLY Tax#: 725901 Fee:

STAFFING CONNECTION

6555 NW 9 AVE #306
FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID:	9701242
Tax Number:	725901
Business Name:	STAFFING CONNECTION
Business Address:	6555 NW 9 AVE # 306
Business Owner:	STAFFING CONNECTION

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than $3.00, nor greater than $25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

Staffing Connections
A Division of Action Labor of Florida, LLC
For the Five Months Ending May 26, 2013

	2013	%
OPERATIONS		
Sales		
Labor sales	$2,243,488.05	100.01%
Less(add): sales allowances and adjustments	146.50	0.01%
	2,243,341.55	100.00%
Cost of sales		
Direct labor	1,487,520.63	66.31%
Unbilled Labor	1,416.10	0.06%
Total Labor	1,488,936.73	66.37%
Payroll taxes	212,028.84	9.45%
Workers compensation	125,210.31	5.58%
First aid	361.50	0.02%
Labor supplies	2,440.97	0.11%
Recruiting and advertising	973.55	0.04%
	1,829,951.90	81.57%
Gross profit	**$413,389.65**	18.43%
EXPENSES		
Operating expenses		
Salaries, wages and benefits	104,647.78	4.66%
Office expenses	34,471.40	1.54%
Maintenance and repairs	0.00	0.00%
Vehicle expenses (including Transportation)	0.00	0.00%
Equipment costs	1,568.13	0.07%
Professional services	656.19	0.03%
Outside services	286.76	0.01%
Marketing expenses	265.06	0.01%
Travel and entertainment	1,726.41	0.08%
Bad debt and write offs	11,216.70	0.50%
Miscellaneous expenses	66.25	0.00%
Operations Expenses - IT,A/R,Acctg, PR Taxes	224,334.16	10.00%
Total Expenses	379,238.84	16.91%
Net income (loss)	**$34,150.81**	1.52%

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Staffing Connections
A Division of Action Labor of Florida, LLC
For the Period Ending May 26, 2013

Assets	
Current Assets	
Cash	-
Petty Cash	200.00
Total Cash	200.00
Accounts Receivables	451,446.41
Reserve for Bad Debts	(100,416.54)
Net Receivables	351,029.87
Intercompany Receivable	198,945.91
Total Current Assets	550,175.78
Fixed Assets	
Property and Equipment	
Computers	4,176.00
Furniture & Fixtures	6,836.00
Leasehold Improvements	1,108.00
Total Property & Equipment	12,120.00
Accumulated Depreciation	(12,120.00)
Net Property & Equipment	-
Total Assets	550,175.78

Liabilities	
Current Liabilities	
Accrued Payroll	63,031.06
Accrued Payroll Taxes-FICA/FITW	7,540.39
Accrued Payroll Tax - SUTA/FUTA	100,482.96
Commission Payable	4,708.05
Workers Comp Deductible Reserve	93,754.90
Accounts Payable	-
Total Current Liabilities	269,517.36
Stockholders Equity	
Capital	100.00
Retained Earnings	246,407.61
Current Year Earnings	34,150.81
Total Equity	280,658.42
Total Liabilities and Equity	550,175.78

Note: All cash receeipts are deposited in the parent bank account.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Action Labor of Florida , LLC DBA Staffing Connection

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
624 Nottingham Blvd

Requester's name and address (optional)

City, state, and ZIP code
West Palm Beach, FL 33405

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
6 5 – 1 0 3 8 6 2 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 1/24/13

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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OUR STAFF

Sharron Cook – Branch Manager
Staffing Connection 6/2009 – Present
FDOT Certified Trainer
22 years of experience in staffing management, recruiting and training. State certified crossing guard trainer with proven experience managing, staffing and providing crossing guard services to over 25 cities in four Florida counties. 100% safety record in all four counties.

Joanne Duty – Resource Placement Administrator/Trainer
Staffing Connection 8/1998 – Present
15 years of experience as a Certified FDOT Crossing Guard Trainer
10 years experience staffing Crossing Guard Programs in Broward County
7 years managing and training field supervisors
7 years experience as a Crossing Guard Field Supervisor and School Crossing Guards.

Nancy Jimenez – Personnel Administrator/Trainer
Staffing Connection 2/2005 – Present
8 years of experience as a Certified FDOT Crossing Guard Trainer
7 years teaching a training class and state certifying crossing guards
10 years experience in Human Resources

Therese Murray – Supervisor/Trainer
Staffing Connection 6/2005 – Present
8 years of experience as a Certified FDOT Crossing Guard Trainer
7 years teaching a training class and state certifying crossing guards
7 years managing and training field supervisors
4 years working as a crossing guard

Vicki Miller – Supervisor/Trainer
Staffing Connection 11/2003 – Present
10 years as a Certified FDOT Crossing Guard Trainer
8 years training crossing guards and field supervisors

10A(28)

State of Florida
Department of Transportation

This is to certify that

Nancy Menez

has successfully completed the training

[illegible] certificate

School Crossing Guard Trainer.

Given this day

June 20-21, 2005

Leigh E. Matusick
Administrator/Trainer
Florida School Crossing Guard Program

Kevin Thibault
Governor's Highway Safety Representative

10A(29)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

Sharron Cook

has successfully completed the training and is a certified

School Crossing Guard Trainer

April 7, 2010

Date

Carol Pulley
Administrator/Trainer
Florida School Crossing Guard Training Program

Kevin J. Thibault, P.E.
Governor's Highway Safety Representative

10A(30)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

Therese Murray

has successfully completed the training and is a certified

School Crossing Guard Trainer

August 7, 2008

Date

Providence Nagy

Providence Nagy
Administrator/Trainer
Florida School Crossing Guard Training Program

Kevin J. Thibault, P.E.
Governor's Highway Safety Representative

IDA(31)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

JoAnne Duty

has successfully completed the training and is a certified

School Crossing Guard Trainer

May 5, 2009

Date

Carol Pulley
Administrator/Trainer
Florida School Crossing Guard Training Program

Kevin J. Thibault, P.E.
Governor's Highway Safety Representative

10A(32)

State of Florida
Department of Transportation

This is to certify that

Victoria Miller

has successfully completed the training and [illegible] certificate

School Crossing Guard.

Given this day

May 10, 2005

Local Approving Official

Kevin Thibault
Governor's Highway Safety Representative

ACTILAB-01 MOERLERN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America-JUP
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME:
PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee & Liability Insurance Compan	26247
INSURER C : Comp Options Insurance Company	10834
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Action Labor Management LLC
624 Nottingham Blvd.
West Palm Beach, FL 33405

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			PRA5854406-01	10/17/2013	10/17/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PRA4677711-01	10/17/2013	10/17/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $			UMB5498960-01	10/17/2013	10/17/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0005629	1/1/2013	1/1/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab			PRA5854406-01	10/17/2013	10/17/2014	Per Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage applies to work being performed for the certificate holder by the named insureds employees per written contract. If required by contract the company shown will be additional insured on General Liability, Auto Liability and Waiver of Subrogation applies for General Liability, Auto Liability and Workers' Compensation.

CERTIFICATE HOLDER

North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John M Knapp

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BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals:

It will be the sole responsibility of the Bidder to ensure that the bid reaches North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the bid opening date and time listed. Bids/proposals submitted by email will NOT be accepted.

Proposal security in the form of cash, cashier's check, or bid bond made payable to North Bay Village in the amount of $2,500.00 will be required to be submitted with the Proposal package in a separate marked envelope.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____ (Signature) 12-30-13 (Date)

Name (printed) Paul Chase
Title: Vice President
Company: (Legal Registration) Action Labor of Florida, LLC / DBA Staffing Connection

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/doc/).

Address: 6555 N. Powerline Road, #306
City: Fort Lauderdale State: Florida
Zip Code: 33309
Telephone No. 954-776-3444
FAX No. 954-776-8476
E-MAIL: scook@staffingconnection.com
Delivery: Calendar days after receipt of Purchase Order: _____
Payment Terms : _____ Total Bid Discount : _____

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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

ADDENDUM NO. 1

Issued: December 19, 2013

Subject: Request for Proposals

RFP No. 2013-002– School Crossing Guard

Notice to all proposers:

Issued by: North Bay Village

The deadline for submittal of the RFP packages is December 30, 2013 no later than 5:00 p.m.

PROOF OF RECEIPT

Recipient Signature: Paul C Chase
Print Name: Paul Chase - Vice President
Firm: Action Label of Florida, LLC
Date: 12·30·2013

SUBMIT WITH RFP RESPONSE

10A(35)

FORM 1

BID PROPOSAL NORTH BAY VILLAGE CROSSING GUARDS

The following Bid Proposal is presented to assist the Village in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 5 of the Bid Documents (Technical Specifications/Scope of Services). Any additional services that are not included in the Contract shall be performed at the request of the Village Manager. Payment shall be made on the basis of Work actually performed and completed.

Hourly Rate per Crossing Guard $ 17.99

Hourly Rate for Supervisor $ 18.85

Taxpayer Identification Number:
65-1038622

BIDDER:
Action Labor of FL, LLC / DBA Staffing Connection

(Company Name)

(Signature of Authorized Representative)

Paul Chase - Vice President

(Printed Name and Title)

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[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 2

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):
Action Labor of FL, LLC / DBA Staffing Connection

Principal Business Address:
6555 N. Powerline Rd. #306
Fort Lauderdale, FL 33309

2. Principal Contact Person(s):
Sharron Cook - Branch Manager -

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):
Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
Paul Chase		Vice President
Karen Hoover		President

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If a corporation, in what state incorporated: NEVADA

Date Incorporated: September 8th 2000

Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. N/A		
2.		

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. —

2. _____

7. Licenses:

a. County or Municipal Occupational License No.
329-34749

(Attach Copy) copies Attached

b. Occupational License Classification:
Staffing Agency

10A(39)

c. Occupational License Expiration Date:
September 30, 2014

d. Social Security or Federal I.D. No:
65-1038622

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FORM 3

PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

SEE ATTACHED -

A. Name & Title

B. Years of Experience with:

This Firm:

With Other Similar Firms:

C. Education:

Degree(s)

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. Attach applicable licenses for each individual performing services pursuant to this Contract.

10A(41)

FORM 4

REFERENCES

The Proposer shall provide a minimum of three (3) references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Public Agency: City of Coconut Creek X

   Address: 4800 West Copans Rd.
   Coconut Creek, FL 33063

   Phone Number: 954. 973. 6716

   Principal Contact Person(s): Sergeant Paul Giani

   Year Contract Initiated: 2002 - Present

2. Name of Public Agency: City of Dania Beach

   Address: 100 West Dania Beach Blvd.
   Dania Beach, FL 33004

   Phone Number: 954. 924. 3600

   Principal Contact Person(s): Jackie Beauzil - HR MGR.

   Year Contract Initiated: 2002 - Present

3. Name of Public Agency: City of Sunny Isles Beach X

   Address: 18070 Collins Avenue
   Sunny Isles Beach, FL 33160

   Phone Number: 305. 947. 4440

   Principal Contact Person(s): Captain Grandinetti

   Year Contract Initiated: 2011 - present

25 Active contracts within Broward, Dade, Palm Beach + Lee County. Additional references available upon request.

10A(42)

FORM 5

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President of Action Labor of Fl, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents 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 said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against North Bay Village, Florida, or any person interested in the proposed Contract; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Paul Chase
Print Name

Vice President
Title

12-30-13
Date

10A(43)

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF ~~MIAMI-DADE~~)
PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared PAUL CHASE as VICE-PRESIDENT, of ACTION LABOR, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of ACTION LABOR for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30th day of DECEMBER, 2013.

Maritza Gomez

NOTARY PUBLIC

My Commission Expires:

MARITZA GOMEZ
Notary Public - State of Florida
My Comm. Expires Apr 27, 2017
Commission # EE 863638
Bonded Through National Notary Assn.

10A(44)

[THIS SPACE INTENTIONALLY LEFT BLANK]

10A(45)

FORM 6

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Action labor of FL - Staffing Connection does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Paul Chase

Print Name

Vice President

Title

12-30-2013

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF ~~MIAMI-DADE~~)
Palm Beach.

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Paul Chase as Vice President, of Action Labor, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Action Labor for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

10A(47)

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30th day of DECEMBER, 2013.

MARITZA GOMEZ
Notary Public - State of Florida
My Comm. Expires Apr 27, 2017
Commission # EE 863638
Bonded Through National Notary Assn.

NOTARY PUBLIC

My Commission Expires:

10A(48)

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	12-26-2013	Sharron Cook	Branch Mgr.	

[THIS SPACE INTENTIONALLY LEFT BLANK]

10A(49)

FORM 8

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President of Action Labor, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

   (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Paul Chase

Print Name

Vice President

Title

12-13-2013

Date

IDA(SO)

[Acknowledgment on following page.]

10A(51)

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF ~~MIAMI-DADE~~ Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared PAUL CHASE as VICE PRESIDENT, of ACTION LABOR, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of PAUL CHASE for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30th day of DECEMBER, 2013.

MARITZA GOMEZ
Notary Public - State of Florida
My Comm. Expires Apr 27, 2017
Commission # EE 863638
Bonded Through National Notary Assn.

NOTARY PUBLIC

My Commission Expires:

[THIS SPACE INTENTIONALLY LEFT BLANK]

10A(52)

FORM 9

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President of Action Labor of FL, the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Paul Chase
Print Name

Vice President
Title

12-30-2013
Date

10A(53)

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF ~~MIAMI-DADE~~) Palm Beach.

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Paul Chase as Vice President, of Action Labor, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Paul Chase for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30th day of December, 2013.

MARITZA GOMEZ
Notary Public - State of Florida
My Comm. Expires Apr 27, 2017
Commission # EE 863638
Bonded Through National Notary Assn.

Maritza Gomez
NOTARY PUBLIC

My Commission Expires:

10A(54)

FORM 10

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

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

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:
Paul Chase - Vice President
[print individual's name and title]

for Action Labor of FL LLC - DBA Staffing Connection
[print name of entity submitting sworn statement]

whose business address is 6555 N. Powerline Rd. #306
Fort Lauderdale, FL 33309

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1038622 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the 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 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

10A(55)

b. 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. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States 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 let 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.

Based on information and belief, the statement which I have 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, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 of 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.]

10A(56)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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.

Signature

STATE OF FLORIDA)
)
COUNTY OF ~~MIAMI-DADE~~ PALM BEACH.)

On this the 30TH day of DECEMBER, 20 13, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

MARITZA GOMEZ

(Name of Notary Public: print, stamp or type as commissioned.

MARITZA GOMEZ
Notary Public - State of Florida
My Comm. Expires Apr 27, 2017
Commission # EE 863638
Bonded Through National Notary Assn.

X Personally known to me, or

____ Personal identification:

_____
(Type of Identification Produced)

X Did take an oath, or

____ Did Not take an oath

10A(5T)

Section 11

SAMPLE CONTRACT

THIS CONTRACT ("Contract"), made as of _____, 201___ by and between NORTH BAY VILLAGE (VILLAGE), a Florida municipality and _____ , a Florida corporation ("CONTRACTOR"), located at _____.

WHEREAS, the VILLAGE has awarded RFP Number 2013-002 for School Crossing Guard Services to CONTRACTOR, pursuant to Village Commission Resolution No. 2013-XX; and

WHEREAS, Resolution 2013-XX authorizes the Village Manager to execute a Contract with CONTRACTOR, in the form provided in RFP 2013-002 together with such changes to form as approved by the Village Manager and Village Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK - CONTRACTOR shall provide all materials, personnel and services necessary to perform the scope of work as outlined in Section 5 of the RFP, Technical Specifications/Scope of Services following the Miami-Dade Public Schools Calendar for Elementary Schools.

   1.1 The crossing guards will be billed at three hours per day except Wednesday; on Wednesdays the early release makes it a two-hour day.

   1.2 Field Supervisor will be billed at three hours per day.

   1.3 CONTRACTOR shall have, at all times during the term hereof, at its ready disposal, backup personnel.

   1.4 CONTRACTOR shall provide the VILLAGE with a DUTY ROSTER providing the names of each Personnel, and the location of such individual's post location.

   1.5 DUTY HOURS and LOCATIONS:

      1.5.1 CONTRACTOR shall provide the personnel described above during school hours and at all posts as deemed necessary by the VILLAGE.

      1.5.2 VILLAGE has the right to change the duty hours, as well as duty location, by written directive, which shall become effective on the date set forth in such written directive, provided that such date shall not be sooner than three (3) business days from the date of the written directive.

1.5.3 CONTRACTOR acknowledges that VILLAGE is contracting for the full crossing guard services for the hours and at the described posts as stated in the RFP. CONTRACTOR shall ensure all crossings are covered with qualified personnel at each post during the prescribed post hours.

1.6 SCREENING, TRAINING AND SUPERVISION:

1.6.1 CONTRACTOR will conduct a Criminal History check and provide Drug Testing, to identify perspective personnel for hire. CONTRACTOR shall be solely responsible for the costs of conducting such checks and testing. Criminal history check will be in accordance to Florida Statute 1012.465.

1.6.2 CONTRACTOR shall be responsible for furnishing the training, certification and annual re-training of each of the required personnel.

1.6.3 CONTRACTOR represents that it is a qualified trainer, or has contracted with a qualified trainer approved as part of the initial RFP and shall provide personnel meeting these training and certification standards required pursuant to Section 234.302, Florida Statutes. No person lacking such certification shall be provided to the VILLAGE by CONTRACTOR.

1.7 UNIFORM:

1.7.1 All personnel shall wear dark slacks, skirts or shorts and a white top with appropriate identification badge and reflective vest.

1.7.2 At all times during the performance of their duties, all personnel shall dress in a clean and neat manner.

1.7.3 CONTRACTOR is responsible for supplying all equipment required by the state of Florida, to include the following for each guard: A hand-held stop sign (retro reflective), a fluorescent retro reflective safety vest and a metal whistle with a lanyard

1.8 COMPORTMENT; CHANGE OF PERSONNEL:

1.8.1 At all times when such personnel are working in the VILLAGE whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect to the VILLAGE or CONTRACTOR, or call into question the competence or demeanor of such person relative to the performance of School Crossing Guard Services, which, by its nature, requires such personnel to come into contact with minors.

1.8.2 VILLAGE reserves the right to require the change of any personnel upon not less than three (3) business days' written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and the location of the post location

2. CONSIDERATION:

2.1 CONTRACTOR shall be compensated for the services provided hereunder in accordance with the following hourly rates:

2.1.1 Crossing Guards shall be billed at an hourly rate of: $_____.

2.1.2 Supervisor shall be billed at an hourly rate of: $_____.

2.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remuneration; all labor contract compliance, and all other charges.

2.3 CONTRACTOR is being retained as an Independent CONTRACTOR and acknowledges this Contract does not create any employment relationship with VILLAGE.

2.4 VILLAGE shall bear no responsibility for any salary, wages, charges, fees, permits, and the like associated with the employment of CONTRACTOR personnel.

2.5 CONTRACTOR shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.6 The Village shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.7 Any and all additional services outside of the Detailed Specifications as defined in Exhibit "A" and performed by the CONTRACTOR, shall be at the sole discretion of the Village Manager and shall be paid pursuant to the terms and conditions of this Contract.

3. TERM/RENEWAL:

3.1 This Contract shall commence on February 3, 2014 and include the period from the commencement date through January 6, 2017. The initial contract will be for a period of three years.

3.2 The Village Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to one (1) additional two (2) year term (the "Renewal Term"). Such Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the CONTRACTOR received no later than thirty (30) days prior to the date of termination.

4. TERMINATION:

4.1 Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

4.2 Upon notice of such termination, the VILLAGE shall determine the amounts due to the CONTRACTOR for services performed up to the date of termination. The CONTRACTOR shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

4.3 After receipt of a notice of termination, and except as otherwise directed, the CONTRACTOR shall stop all Work under this Contract on the date specified in the notice of termination.

4.4 The VILLAGE may terminate this Contract upon five (5) days written notice if the CONTRACTOR defaults on any material term of this Contract. The VILLAGE will be responsible only for the cost of Work accepted and approved by the Village Manager at the time of termination.

5. CONTRACT DOCUMENTS: The following documents shall, by this reference, be considered part of this Contract:

RFP;
All Addenda;
Contract;
Proposal, including all Forms submitted;
Detailed Specifications;
Insurance and Bond or Security Certificates and Instruments.

6. INSURANCE AND BONDS:

6.1 The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include a minimum of:

6.2 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident.

6.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000.00 per occurrence, and two million dollars ($2,000,000) general aggregate limit.

6.4 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

6.5 Certificate of Insurance: CONTRACTOR shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The VILLAGE reserves the right to require the CONTRACTOR to provide a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

6.6 Additional Insured: The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of CONTRACTOR in performance of this Contract. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

6.7 Deductibles: All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.8 Bond: Prior to performing under this Contract and within three (3) days of the Effective Date hereof, the CONTRACTOR shall deliver to the VILLAGE a cash bond, letter of credit or performance bond in the amount of twenty thousand dollars ($20,000), in a form approved by the Village Attorney. The surety providing any such Bond must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bond shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

7. INDEMNIFICATION:

7.1 CONTRACTOR shall indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, fines, expenses, and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of CONTRACTOR, its agents, servants, or employees in the performance of services under this contract.

7.2 CONTRACTOR further agrees to indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct, act or omission of CONTRACTOR not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

7.3 The CONTRACTOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of VILLAGE .

9. ASSIGNMENT AND AMENDMENT: No assignment by the CONTRACTOR of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the CONTRACTOR hire a subcontractor to perform its duties under this Contract without prior written approval of the VILLAGE. This Contract may only be amended, by the parties, with the same formalities as this Contract.

10. CONSTRUCTION: This Contract and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie exclusively in Miami-Dade County, Florida.

11. INSPECTION AND AUDIT: During the term of this Contract and for three (3) years from the date of Termination the Contract shall allow City representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

12. ACCESS TO PUBLIC RECORDS: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The VILLAGE shall have the right to immediately terminate this Contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

13. SEVERABILITY: If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein

14. JOINT PREPARATION: The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

15. COUNTERPARTS: This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same contract.

16. NOTICES: Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

VILLAGE:	NORTH BAY VILLAGE Frank J. Rollason; Village Manager 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
With COPY to:	North Bay Village Robert J. Daniels; Chief of Police 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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CONTRACTOR: _____

_____

_____

_____

17. In the event of any conflict between any provisions of this Contract and any provisions in the exhibits hereto, the parties agree that the provisions of this Contract are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTESTED:

BY: _____
Yvonne Hamilton, Village Clerk

NORTH BAY VILLAGE:

BY: _____
Frank J. Rollason, Village Manager

APPROVED AS FORM FOR THE USE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman
Pastoriza Cole & Boniske
Village Attorney

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

BY: _____
WITNESS

_____
WITNESS

CONTRACTOR:

BY: _____

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EXHIBIT A

North Bay Village School Crossing Guard Locations – School Year 2013-2014

School – Treasure Island Elementary: 7540 East Treasure Drive, North Bay Village Florida 33141

All post times will be 07:30 am to 09:00 am and 2:00 pm to 3:30 pm. On early release days (currently Wednesdays), will be 1:00 pm to 2:30 pm. for a total of three man hours per school day for each Guard. Total Guard work hours will be 12 hours per day.

Guard post #1 – Kennedy Causeway at intersection of East Treasure Drive, north side of roadway.

Guard post #2 - Kennedy Causeway at intersection of East Treasure Drive, south side of roadway.

Guard post #3 – 7601 East Treasure Drive at crosswalk on East Treasure Drive in front of school.

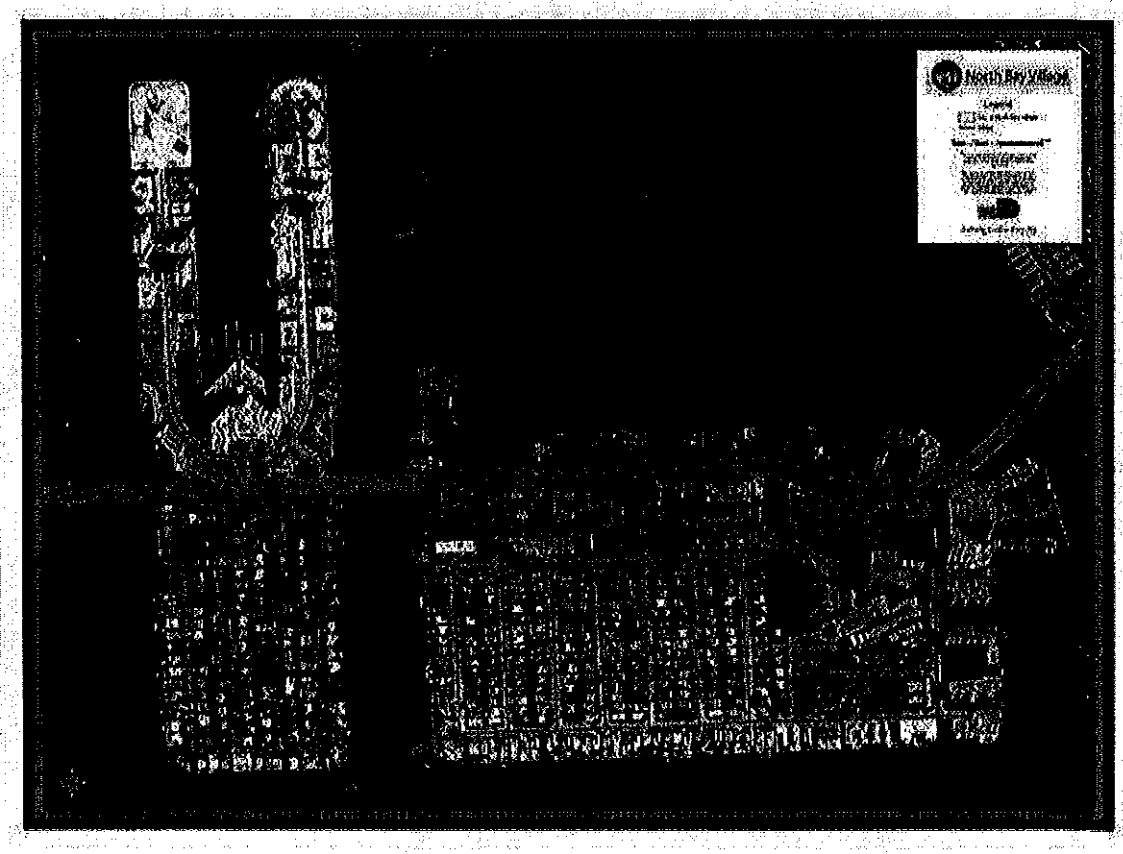
EXHIBIT B

Weekly Group Time Sheet

North Bay Village, Florida

REQUEST FOR PROPOSALS
FOR
SCHOOL CROSSING GUARDS

RFP NO. NBV 2013-002



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE DECEMBER 30, 2013

North Bay Village, Florida
Request for Proposals No. NBV 2013-002

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SECTION 1 - REQUEST FOR PROPOSAL NOTICE

NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
SCHOOL CROSSING GUARDS
RFP NO. NBV 2013-002

Public Notice is hereby given that North Bay Village, Florida is soliciting proposals from qualified companies to provide School Crossing Guards within North Bay Village, Florida.

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before December 30, 2013 no later than 2:00 p.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at www.demandstar.com., at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this bid at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC

Village Clerk

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BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals:

It will be the sole responsibility of the Bidder to ensure that the bid reaches North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the bid opening date and time listed. Bids/proposals submitted by email will NOT be accepted.

Proposal security in the form of cash, cashier's check, or bid bond made payable to North Bay Village in the amount of $2,500.00 will be required to be submitted with the Proposal package in a separate marked envelope.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:_____

(Signature) (Date)

Name (printed)_____

Title:_____

Company: (Legal Registration)_____

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/doc/).

Address:_____

City:_____ State:_____

Zip Code: _____

Telephone No._____

FAX No._____

E-MAIL:_____

Delivery: Calendar days after receipt of Purchase Order:_____

Payment Terms :_____ Total Bid Discount :_____

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VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

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SECTION 2 - INTRODUCTION/INFORMATION

2.1. Purpose

North Bay Village is requesting proposals from qualified firms to establish a multiyear contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the Village, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

2.3. Eligibility

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity to North Bay Village.

SECTION 3 – GENERAL CONDITIONS

3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on December 24, 2013. Responses will be provided by December 27, 2013. Written inquiries shall be sent with the subject line "School Crossing Guards, RFP No. NBV 2013-002 to:

Yvonne P. Hamilton, Village Clerk
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: yvonne.hamilton@nbvillage.com

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

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3.4. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

3.5. No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

3.6. Independence

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

3.7. No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

3.8. Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

3.9. Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.10. Familiarity with Laws and Ordinances

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village in writing.

3.11. Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

3.12. Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

3.13. Execute Contract

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance.

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The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.14. Facilities

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.15. Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.16. Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

3.17. Addenda

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

3.18. Review of the RFP Documents

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place, and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19. Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20. Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21. Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

3.22. Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.23. Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in Section 10 of this RFP and as described in this RFP. Proposer's failure to include the affidavit may result in disqualification.

SECTION 4 - SPECIAL CONDITIONS

4.1. General Conditions

RFP General Conditions are included and made a part of this RFP.

4.2. Variances

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

4.3. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

4.4. Proposers' Costs

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

4.5. Proposal Security

Each Proposal shall be accompanied by Proposal security in the amount of Two Thousand Five Hundred Dollars ($2,500.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the Village, and shall furnish a cash bond, letter of credit or performance bond in the amount of 20k, in a form approved by the Village Attorney covering the faithful performance of the Contract. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered. The Proposal security shall be in the form of cash, cashier's check, or bid bond made payable to North Bay Village. The Village shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the Village Manager, or (4) all Proposals have been rejected. Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the Proposal and the award of bid to the qualified Proposer or of the rejection of any or all Proposal(s). Proposal security for the awarded Proposer will be returned following the execution of the Contract.

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4.6. Approved Equal Or Alternate Product Proposals

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village. The Village is receptive to any product which would be considered by qualified personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

4.7. Contract Period

The initial contract period shall be three (3) years, commencing January 6, 2014 and expiring three years from that date. The schedule for annual coverage and expiration on the initial and any extension terms shall be based on the actual Miami-Dade County School Board calendar set each year. The dates of the actual contract years are subject to modification in accordance with the School calendar, as determined by Miami-Dade County School Board. *Typically,* the Regular School Year consists of one-hundred eighty (180) days. The Village reserves the right to extend the contract for one (1), two-year extension, providing Contractor provides written notice to the Village not less than one hundred twenty (120) days prior to renewal date, both parties agree to the extension, all terms, conditions and specifications remain the same, and such extension is approved by the Village. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Village Manager. The extension period shall not extend for more than one-hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the Village.

4.8. Invoices/Payment

The Village will accept weekly invoices; however, payments are processed no more than once monthly. Each invoice shall be fully detailed, including guard and supervisor names, dates and hours worked, and hourly charge. The Village shall make every attempt to process correct invoices within thirty (30) days of receipt. The Village will advise the Contractor or any items questioned within thirty (30) days of invoice receipt. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas questioned.

4.9. Deletion Or Modification Of Services

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

4.10. Additional Items

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

4.11. Warranties Of Usage

No warranty or guarantee is given or implied as to the total number of guards and supervisors that will be required as a result of this Contract. The numbers of guards stated in the RFP specifications are estimates of annual requirements, based on the Village's current requirements, subject to increases or decreases at any time during the school year or contract period. Actual guard services will be requested as needed.

4.12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.13. Uncontrollable Circumstances ("Force Majeure")

The village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

c. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

4.14. Insurance

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

b. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.
NOTE: If Comprehensive General Liability limits are less than one million dollars ($1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars ($1,000,000.00).

c. Automobile Liability with minimum limits of five hundred thousand dollars ($500,000.00) each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful bidder, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be addressed as follows:
North Bay Village

1666 Kennedy Causeway, Suite 300 \

North Bay Village Florida 33141

4.15. <u>Bonds</u>

The successful bidder shall provide within three (3) days of the Effective Date of Contract, a cash bond, letter of credit or performance bond in an amount equal to Twenty Thousand Dollars ($20,000) in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

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4.16. Lobbying Activities

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website

4.17. Service Test Period

The Village reserves the right to require a test period of thirty (30), sixty (60), or ninety (90) days prior to enacting an annual contract for these services, to determine if the Contractor can perform in accordance with the requirements of the RFP and to the Village's satisfaction. During the course of any trial period, the Contractor shall perform and such trial shall be based on compliance with all specifications, terms and conditions as contained in the RFP. A performance evaluation shall be conducted by the Village's Contract Administrator, or designee, and may include additional input from other Village staff, and/or outside sources, (School Board, neighborhood groups, School Officials, or residents), at various intervals during the trial period, and that evaluation shall be the basis for the Village's decision to continue with the Contractor, or to select another Contractor under the same trial terms and conditions. The Contractor will be rated on the RFP specifications, including: quality of services performed, timeliness of service performed, and responsiveness to the Village's needs. If a Performance Trial is enacted, and such trial is successful, the actual Contract date and commencement of contract term shall begin retroactive to the commencement date of the trial period.

Pricing proposed by the Contractor shall be firm not only for the trial period but also for the three (3) years of the initial contract term.

If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the Village reserves the right to terminate the Contract, after providing the Contractor written notification, and the Village shall issue an award to the next lowest responsible Proposer, in accordance with the RFP specifications, and so on until a successful Contract can be established.

4.18. Contract Administrator

The Village will designate a Contract Administrator whose principal duties shall be Liaison with Contractor. Coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

10A(86)

4.19. Contractor Performance Reviews And Ratings

The Village Contract Administrator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contact.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

4.20. Bid Tabulations/Intent To Award

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action, may be found at the Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at the Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

4.21. Records/Audits

The Contractor shall maintain during the term of the contract, all books of account, receipt invoices, individual timesheets signed by the guard and Contractor, weekly group time sheets signed by the Contractor, State of Florida and national criminal background checks including sexual predator and sexual offender checks, Florida Department of Transportation (FDOT) training certificates, FDOT training checklists, reports and records in accordance with generally accepted accounting practices and standards. The Contractor shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term and any extensions for the period of two (2) years.

SECTION 5 - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

5.1. Scope And Purpose

North Bay Village is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the Village, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

5.2. Scheduling/Staffing Requirements

It is anticipated that Three (3) school crossing guards will be required for each school day. However, this is an estimate and the Contract Administrator will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time. The Contractor shall be required to provide coverage at the school crossings for the times indicated. (See Exhibit "A" for list of locations and hours of coverage, all tentative.) The Contractor shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate Village personnel. A maximum of three (3) hours will be paid by the Village for daily coverage.

All crossing guards are required to be at their assigned post one (1) hour prior to the start of school in the morning, and one-half (1/2) hour following dismissal in the afternoon. However, should the required reporting times be changed by the Miami-Dade County School Board, Contractor shall comply with no added cost to the Village.

5.3. Training

It shall be the responsibility, at no cost to the Village, of the Contractor to ensure that all persons employed as school crossing guards, including supervisors, receive proper training. The Contractor must comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes, "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act"), by employing FDOT certified crossing guard trainers to ensure that all persons employed as crossing guards receive proper training as required by law. Contractor shall provide evidence (i.e., FDOT issued training certificate or FDOT training performance checklist, if no certificate has yet been issued by the State) of training to Contractor Administrator prior to employment by Contractor. It is the Contractor's responsibility to keep all training documentation up to date and to provide copies to the Contract Administrator. All FDOT issued training certificates shall be signed by Contractor before forwarding to the Contract Administrator. Under no circumstances shall the Contractor place a school crossing guard at a location who does not meet the state-mandated training requirements.

Use of crossing guards or supervisors who have not successfully met the training criteria may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. State required initial and annual re-training of all crossing guards, including supervisors, shall be conducted by a FDOT certified trainer as per the standards established by the FDOT. It shall be the sole responsibility of the Contractor, at no cost to the Village, to comply with all requirements of this regulation prior to contract commencement. The Contractor may provide its own certified staff training, or sub-contract for certified training to meet this requirement. Proposers shall include in their RFP response which method shall be used. If the Contractor uses its own staff for training, trainers shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. If a sub-contractor shall be the source of training, such sub-contractor shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. Any required additional training throughout the school year will be the sole responsibility of the Contractor, at no cost to the Village.

5.4. <u>Employee Qualifications</u>

a. Criminal Background History Check: The Contractor, at no cost to the Village, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract.

Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. The Contract Administrator will utilize North Bay Village's employment standards used for inspection, enforcement, security or uniformed fire personnel positions when making a determination regarding employment of personnel assigned to this contract. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately.

Contractor, upon receipt of such information, will immediately notify the Contract Administrator.

Annual criminal background history re-checks as provided in paragraph a above, at no cost to the Village, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

b. Training: All appropriate Contractor personnel must have received training in accordance with the Village's training requirements as set forth in Section 5.3 above, prior to being assigned to the Village's Contract. Use of untrained guards or supervisors may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall provide the Village with credentials supporting this training, prior to guard, back-up guard, supervisor or trainer assignment. Previous school crossing guard experience of Contractor employees who would be assigned to this Contract is preferred by the Village.

c. Dress Code/Identification: All Contractor employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old. The preferred uniform consists of a white shirt or blouse and navy or dark slacks or trousers. The Contractor or its employees are responsible for the cost of such uniform.

Proposer shall provide the Village with information on their written dress code policy as a part of the RFP response. Contractor personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing. Contractor personnel shall wear some identification indicating they are the Contractor's employee. This may be in the form of a T-Shirt bearing the Contractor's name (i.e. Contractor name/"Contract Employee"); hat or cap, bearing Contractor's name; or an identification badge, prominently displayed, bearing Contractor's name, employee name, and may include a photo.

d. Personnel Removal/Reassignment/Substitution: The Village acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the Village.

However, the Village reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the Village. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the Contract Administrator, shall be complied with immediately.

5.6. <u>Daily Field Supervision</u>

The Contractor shall provide a minimum of one (1) experienced field supervisor overseeing the operations, at all times, while the guards are on duty. A maximum of three (3) hours will be paid by the Village for daily supervision for a maximum of one (1) field supervisor. All supervisory personnel shall, at a minimum, be FDOT certified school crossing guards; FDOT certification as a trainer is preferred. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the Village. Field supervisors are permitted to work a post only on an emergency basis; supervisors are to be active in the field, not working posts.

10A(90)

Additional supervisory personnel may be provided by the successful Contractor to ensure a greater degree of monitoring and contract compliance. However, this will be provided at no cost to the Village.

5.7. Guard Back Up

The Contractor shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup crossing guard shall be fully trained, FDOT certified, and familiar with the specific crossing location. Each working crossing guard shall be provided with the name and telephone number of a back-up guard and field supervisors in case the working guard cannot be at his/her post. The Contractor, at no cost to the Village, shall conduct a State of Florida and national criminal background history check on all back-up school crossing guards assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a back-up crossing guard to be assigned to the contract.

5.8. Twenty-Four (24) Hour Answering Service

The Contractor shall provide for its employees a 24-hour answering service. The Contractor may setup its own call-out procedure, and this information shall be included in the RFP response.

5.9. Reports

Contractor shall provide the following reports to the Contract Administrator in the frequencies specified:

A. Weekly Group Time Sheet: This report shall include each post location, by school name in alphabetical order, identification of the guard assigned to each post location, number of hours per day worked at each location during the week and other pertinent information to document that all crossing guard posts were properly staffed during the week. (See Exhibit "B" for a weekly group time sheet.) Each report shall be signed by the Contractor certifying that the Contractor's employees worked the hours listed on the timesheet. This report shall be faxed to the Contract Administrator not later than the Wednesday following each week worked. The report shall also be sent via electronic mail, in Microsoft Excel format, to the Contract Administrator at the same time it is provided via fax.

B. Master Guard List: This report shall include all crossing guards and their assigned posts, back-up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

C. Student Count Report: A "student count report" shall be conducted, upon request of the Contractor Administrator. This report shall contain the following information: Guard name, location and the number of students crossed A.M. and P.M. This report, when requested, shall be faxed or emailed to the Contract Administrator.

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D. Complaint Report: Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the Contract Administrator as follows: due January 15th for the period covering commencement of the school year in August through Winter Break; due June 15th for the period covering commencement of school following Winter Break through the end of the Regular school year in May/June. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

E. Daily Time Sheets: Contractor shall maintain at its offices, and make available for inspection by Village personnel, daily time sheets for all crossing guards and supervisors assigned to this contract. The daily time sheet shall, at a minimum, identify the crossing guard or supervisor and total number of hours worked each day. Daily time sheets shall be signed by the Contractor's employees certifying as to the number of hours worked.

F. Additional Reports: The Contract Administrator may request additional reports from time to time for the purpose of Contractor performance evaluation. Contractor agrees to provide these reports to the Village, as requested, and at no additional charge.

5.10 Contractor/Village Meetings

The Village may request periodic meetings with the Contractor to review performance, address specific issues, etc. Contractor agrees to attend these meetings, at no charge to the Village, as necessary during the Contract term. Contractor, at a minimum, must attend periodic countywide meetings organized by the School Board and Miami-Dade County Traffic Engineering. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Contractor agrees to do so at no charge to the Village.

5.11. EQUIPMENT

The Contractor is responsible, at no cost to the Village, for supplying all equipment required by the FDOT standards and guidelines and necessary for the school crossing guards and supervisors to perform their duties, to include at a minimum, but not limited to, the following: 1) retro-reflective stop paddle that conforms to the guidelines in MUTCD (Manual on Uniform Traffic Control Devices) Section 6E.03 and/or fluorescent or retro-reflective orange gloves; 2) fluorescent and retro-reflective safety vest; 3) metal whistle with lanyard; and 4) hi-visibility yellow rain gear. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor, at no cost to the Village. The Contractor shall provide, at its sole expense, all other equipment that may be required to properly perform the services in accordance with the terms of this RFP.

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5.12. School Year Schedule

It is estimated that school crossing guard services will be required for a total of approximately1,800 days per year. The Contract Administrator will inform the Contractor of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

a. Regular School Year: The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session until approximately early June, with appropriate holidays, breaks and teacher work days that do not require coverage.

5.13. Retention Program

If Proposer has an established program designed to recruit and retain personnel assigned to this contract, Proposer shall include in their RFP response a description of such program.

5.14. Basic Pre-Employment Physical Examination

FDOT guidelines recommend that each prospective school crossing guard be given a basic physical examination, including agility, blood pressure, vision and hearing tests. If Proposer has an established program designed to meet this criteria, Proposer shall include in their RFP response a description of such program.

5.15. Special Events

The Contractor may be requested to provide school crossing guards for special events. The Village will provide the Contractor with specific dates of these events when known to the Village and will provide the Contractor seven (7) days advance notice of the Village's requirements. A maximum of four (4) hours will be paid to the Contractor, per crossing guard at the hourly rate in effect at the time of service. Additional hours of coverage and the number of hours that will be paid by the Village will be mutually agreed upon by the Contractor and the Village Contract Administrator.

10A(93)

SECTION 6- CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Manpower and organization of company (qualifications of staff assigned to the contract, number of employees and supervisors available for the contract, firm's ability to secure additional personnel, number of FDOT certified trainers, etc.). **Weight Factor: 15%**

2. Financial stability of company to perform services, bank references, audited financial statements, other business references. **Weight Factor: 10%**

3. References for which school crossing guard services are currently being provided in this area. **Weight Factor: 10%**

4. Number of years' experience in providing similar services. **Weight Factor: 5%**

5. Program or incentives offered to employees to retain services to ensure low turnover. **Weight Factor: 5%**

6. Approach and concept to the project, proposed scope of services. **Weight Factor: 15%**

7. Method to be used for FDOT training program. **Weight Factor: 5%**

8. Compliance with FDOT recommended guidelines regarding pre-employment physicals. **Weight Factor: 5%**

9. Dress code/identification of employees. **Weight Factor: 5%**

10. Call-out procedure. **Weight Factor: 5%**

11. Total cost to the Village. The lowest hourly cost to the Village shall receive the maximum cost points. **Weight Factor: 20%**

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only. with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

10A(94)

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

10A(95)

SECTION 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals should be submitted through RFP Depot. If mailed, proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All mailed proposals must be received at Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to 2:00 pm on the date specified in this RFP. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

IF MAILED, PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SIX (6) COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS THE ABOVE REQUIREMENT TOTALS EIGHT(8) COPIES OF YOUR PROPOSAL.

10A(96)

SECTION 8 - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project. Include method to be used for training, dress code policy, call-out procedure, etc.

Tab 4: Ability to Meet the Project Schedule
Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which school crossing guard services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):
Principal Contact Person:
Telephone Number:
Fax Number:
Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

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Tab 8: List those North Bay Village agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is required.

Tab 11: Proposer please quote your firm, Fixed Hourly Rate in accordance with the RFP:
Estimated Number of combined Guard (3) and Supervisor (1) Hours Per Day = 12 hours
Estimated Number of School Days = 180 days

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

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SECTION 9 – CONE OF SILENCE

9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2013-002 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

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The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a. communications with the Village Attorney and his or her staff;

b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

c. any emergency procurement of goods or services;

d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

10A(100)

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

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SECTION X – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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FORM 1

BID PROPOSAL NORTH BAY VILLAGE CROSSING GUARDS

The following Bid Proposal is presented to assist the Village in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 5 of the Bid Documents (Technical Specifications/Scope of Services). Any additional services that are not included in the Contract shall be performed at the request of the Village Manager. Payment shall be made on the basis of Work actually performed and completed.

Hourly Rate per Crossing Guard $_____

Hourly Rate for Supervisor $_____

Taxpayer Identification Number:

_____

BIDDER:

_____

(Company Name)

_____

(Signature of Authorized Representative)

_____

(Printed Name and Title)

10A(03)

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FORM 2

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

   _____

   Principal Business Address:

   _____

   _____

   _____

2. Principal Contact Person(s):

   _____

   _____

   _____

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

   _____

   _____

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title

10A(105)

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1.		
2.		

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. _____

2. _____

7. Licenses:

a. County or Municipal Occupational License No.

_____

(Attach Copy)

b. Occupational License Classification:

_____

10A(106)

c. Occupational License Expiration Date:

_____

d. Social Security or Federal I.D. No:

_____

FORM 3

PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

A. Name & Title

B. Years of Experience with:

This Firm:

With Other Similar Firms:

C. Education:

Degree(s)

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. Attach applicable licenses for each individual performing services pursuant to this Contract.

10A(108)

FORM 4

REFERENCES

The Proposer shall provide a minimum of three (3) references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Public Agency:_____

   Address:_____

   _____

   Phone Number:_____

   Principal Contact Person(s):_____

   _____

   Year Contract Initiated: _____

2. Name of Public Agency:_____

   Address:_____

   _____

   Phone Number:_____

   Principal Contact Person(s):_____

   _____

   Year Contract Initiated: _____

3. Name of Public Agency:_____

   Address:_____

   _____

   Phone Number:_____

   Principal Contact Person(s):_____

   _____

   Year Contract Initiated: _____

10A(109)

FORM 5

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents 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 said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against North Bay Village, Florida, or any person interested in the proposed Contract; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

10A(110)

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____

NOTARY PUBLIC

My Commission Expires:

10A(iii)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

10A(113)

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

10A(1.14)

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____

NOTARY PUBLIC

My Commission Expires:

10A(115)

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

10A(116)

FORM 8

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

   (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

10A(117)

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____

NOTARY PUBLIC

My Commission Expires:

[THIS SPACE INTENTIONALLY LEFT BLANK]

10A(119)

FORM 9

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

10A(120)

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____

NOTARY PUBLIC

My Commission Expires:

10A(121)

FORM 10

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

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

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

_____
[print individual's name and title]

for_____
[print name of entity submitting sworn statement]

whose business address is _____

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the 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 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States 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 let 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.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 of 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.]

10A(123)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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.

_____
Signature

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
WITNESS my hand and official seal.

_____
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

_____
(Name of Notary Public: print, stamp or type as commissioned.

____ Personally known to me, or

____ Personal identification:

_____
(Type of Identification Produced)

____ Did take an oath, or

____ Did Not take an oath

10A(124)

10A(125)

Section 11

SAMPLE CONTRACT

THIS CONTRACT ("Contract"), made as of _____, 201___ by and between NORTH BAY VILLAGE (VILLAGE), a Florida municipality and _____ , a Florida corporation ("CONTRACTOR"), located at _____.

WHEREAS, the VILLAGE has awarded RFP Number 2013-002 for School Crossing Guard Services to CONTRACTOR, pursuant to Village Commission Resolution No. 2013-XX; and

WHEREAS, Resolution 2013-XX authorizes the Village Manager to execute a Contract with CONTRACTOR, in the form provided in RFP 2013-002 together with such changes to form as approved by the Village Manager and Village Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK - CONTRACTOR shall provide all materials, personnel and services necessary to perform the scope of work as outlined in Section 5 of the RFP, Technical Specifications/Scope of Services following the Miami-Dade Public Schools Calendar for Elementary Schools.

    1.1 The crossing guards will be billed at three hours per day except Wednesday; on Wednesdays the early release makes it a two-hour day.

    1.2 Field Supervisor will be billed at three hours per day.

    1.3 CONTRACTOR shall have, at all times during the term hereof, at its ready disposal, backup personnel.

    1.4 CONTRACTOR shall provide the VILLAGE with a DUTY ROSTER providing the names of each Personnel, and the location of such individual's post location.

    1.5 DUTY HOURS and LOCATIONS:

        1.5.1 CONTRACTOR shall provide the personnel described above during school hours and at all posts as deemed necessary by the VILLAGE.

        1.5.2 VILLAGE has the right to change the duty hours, as well as duty location, by written directive, which shall become effective on the date set forth in such written directive, provided that such date shall not be sooner than three (3) business days from the date of the written directive.

10A(126)

1.5.3 CONTRACTOR acknowledges that VILLAGE is contracting for the full crossing guard services for the hours and at the described posts as stated in the RFP. CONTRACTOR shall ensure all crossings are covered with qualified personnel at each post during the prescribed post hours.

1.6 SCREENING, TRAINING AND SUPERVISION:

1.6.1 CONTRACTOR will conduct a Criminal History check and provide Drug Testing, to identify perspective personnel for hire. CONTRACTOR shall be solely responsible for the costs of conducting such checks and testing. Criminal history check will be in accordance to Florida Statute 1012.465.

1.6.2 CONTRACTOR shall be responsible for furnishing the training, certification and annual re-training of each of the required personnel.

1.6.3 CONTRACTOR represents that it is a qualified trainer, or has contracted with a qualified trainer approved as part of the initial RFP and shall provide personnel meeting these training and certification standards required pursuant to Section 234.302, Florida Statutes. No person lacking such certification shall be provided to the VILLAGE by CONTRACTOR.

1.7 UNIFORM:

1.7.1 All personnel shall wear dark slacks, skirts or shorts and a white top with appropriate identification badge and reflective vest.

1.7.2 At all times during the performance of their duties, all personnel shall dress in a clean and neat manner.

1.7.3 CONTRACTOR is responsible for supplying all equipment required by the state of Florida, to include the following for each guard: A hand-held stop sign (retro reflective), a fluorescent retro reflective safety vest and a metal whistle with a lanyard

1.8 COMPORTMENT; CHANGE OF PERSONNEL:

1.8.1 At all times when such personnel are working in the VILLAGE whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect to the VILLAGE or CONTRACTOR, or call into question the competence or demeanor of such person relative to the performance of School Crossing Guard Services, which, by its nature, requires such personnel to come into contact with minors.

1.8.2 VILLAGE reserves the right to require the change of any personnel upon not less than three (3) business days' written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and the location of the post location

2. CONSIDERATION:

2.1 CONTRACTOR shall be compensated for the services provided hereunder in accordance with the following hourly rates:

2.1.1 Crossing Guards shall be billed at an hourly rate of: $_____.

2.1.2 Supervisor shall be billed at an hourly rate of: $_____.

2.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remuneration; all labor contract compliance, and all other charges.

2.3 CONTRACTOR is being retained as an Independent CONTRACTOR and acknowledges this Contract does not create any employment relationship with VILLAGE.

2.4 VILLAGE shall bear no responsibility for any salary, wages, charges, fees, permits, and the like associated with the employment of CONTRACTOR personnel.

2.5 CONTRACTOR shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.6 The Village shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.7 Any and all additional services outside of the Detailed Specifications as defined in Exhibit "A" and performed by the CONTRACTOR, shall be at the sole discretion of the Village Manager and shall be paid pursuant to the terms and conditions of this Contract.

3. TERM/RENEWAL:

3.1 This Contract shall commence on February 3, 2014 and include the period from the commencement date through January 6, 2017. The initial contract will be for a period of three years.

3.2 The Village Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to one (1) additional two (2) year term (the "Renewal Term"). Such Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the CONTRACTOR received no later than thirty (30) days prior to the date of termination.

4. TERMINATION:

4.1 Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

4.2 Upon notice of such termination, the VILLAGE shall determine the amounts due to the CONTRACTOR for services performed up to the date of termination. The CONTRACTOR shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

4.3 After receipt of a notice of termination, and except as otherwise directed, the CONTRACTOR shall stop all Work under this Contract on the date specified in the notice of termination.

4.4 The VILLAGE may terminate this Contract upon five (5) days written notice if the CONTRACTOR defaults on any material term of this Contract. The VILLAGE will be responsible only for the cost of Work accepted and approved by the Village Manager at the time of termination.

5. CONTRACT DOCUMENTS: The following documents shall, by this reference, be considered part of this Contract:

RFP;
All Addenda;
Contract;
Proposal, including all Forms submitted;
Detailed Specifications;
Insurance and Bond or Security Certificates and Instruments.

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6. INSURANCE AND BONDS:

6.1 The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include a minimum of:

6.2 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident.

6.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000.00 per occurrence, and two million dollars ($2,000,000) general aggregate limit.

6.4 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

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6.5 Certificate of Insurance: CONTRACTOR shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The VILLAGE reserves the right to require the CONTRACTOR to provide a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

6.6 Additional Insured: The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of CONTRACTOR in performance of this Contract. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

6.7 Deductibles: All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.8 Bond: Prior to performing under this Contract and within three (3) days of the Effective Date hereof, the CONTRACTOR shall deliver to the VILLAGE a cash bond, letter of credit or performance bond in the amount of twenty thousand dollars ($20,000), in a form approved by the Village Attorney. The surety providing any such Bond must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bond shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

7. INDEMNIFICATION:

7.1 CONTRACTOR shall indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, fines, expenses, and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of CONTRACTOR, its agents, servants, or employees in the performance of services under this contract.

7.2 CONTRACTOR further agrees to indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct, act or omission of CONTRACTOR not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

7.3 The CONTRACTOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of VILLAGE .

9. ASSIGNMENT AND AMENDMENT: No assignment by the CONTRACTOR of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the CONTRACTOR hire a subcontractor to perform its duties under this Contract without prior written approval of the VILLAGE. This Contract may only be amended, by the parties, with the same formalities as this Contract.

10. CONSTRUCTION: This Contract and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie exclusively in Miami-Dade County, Florida.

11. INSPECTION AND AUDIT: During the term of this Contract and for three (3) years from the date of Termination the Contract shall allow City representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

12. ACCESS TO PUBLIC RECORDS: The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The VILLAGE shall have the right to immediately terminate this Contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

13. SEVERABILITY: If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein

14. JOINT PREPARATION: The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

15. COUNTERPARTS: This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same contract.

16. NOTICES: Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

VILLAGE:	NORTH BAY VILLAGE Frank J. Rollason; Village Manager 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
With COPY to:	North Bay Village Robert J. Daniels; Chief of Police 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

10A(133)

CONTRACTOR: _____

_____

_____

_____

17. In the event of any conflict between any provisions of this Contract and any provisions in the exhibits hereto, the parties agree that the provisions of this Contract are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTESTED:

BY: _____
Yvonne Hamilton, Village Clerk

NORTH BAY VILLAGE:

BY: _____
Frank J. Rollason, Village Manager

APPROVED AS FORM FOR THE USE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman
Pastoriza Cole & Boniske
Village Attorney

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

BY: _____
WITNESS

_____
WITNESS

CONTRACTOR:

BY: _____

10A(134)

EXHIBIT A

North Bay Village School Crossing Guard Locations – School Year 2013-2014

School – Treasure Island Elementary: 7540 East Treasure Drive, North Bay Village Florida 33141

All post times will be 07:30 am to 09:00 am and 2:00 pm to 3:30 pm. On early release days (currently Wednesdays), will be 1:00 pm to 2:30 pm. for a total of three man hours per school day for each Guard. Total Guard work hours will be 12 hours per day.

Guard post #1 – Kennedy Causeway at intersection of East Treasure Drive, north side of roadway.

Guard post #2 - Kennedy Causeway at intersection of East Treasure Drive, south side of roadway.

Guard post #3 – 7601 East Treasure Drive at crosswalk on East Treasure Drive in front of school.

10A(135)

EXHIBIT B

Weekly Group Time Sheet

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: **January 28, 2014**

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

RECOMMENDATION BY STAFF:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Frank Rollason, Village Manager

RECOMMENDATION:

It is recommended that the Commission approve the attached Resolution directing the Village Manager to move forward with the outlined steps in preparation for designing and constructing the new Village Hall Complex.

BACKGROUND:

The residents of North Bay Village approved by referendum in 2006 to issue bonds for the purpose of building a new Village Hall/Public Safety Complex. It has been several years since preliminary exploratory work was conducted by the Administration in preparation for this project. As we move forward, it is imperative that the current Administration conduct several areas of testing and surveying to determine that the proposed site is conducive for said project. To that end, it is necessary to provide documented and up to date reports and survey to enable the Commission to make the required policy decisions to take this project to the next level. By approving the attached list of Action Items provided by the Manager, it will be possible for the Administration to make sound and reliable recommendations to the Commission for appropriate action.

10B(1)

FINANCIAL IMPACT:

At this point, the financial impact is open-ended, but will be charged against available funding (slightly over $1 Million) designated for the project. All items will be bid and will follow in a reasonable sequence of events. If, for instance, we find the ground to be contaminated for whatever reason, we will assess the mitigation costs and report back to the Commission before moving forward. This is really what is called the 'due-diligence' phase that one should be conducted prior to purchasing land or conducting extensive planning for construction.

BUDGETARY IMPACT (Finance Dept):

The account designated to fund the overall project will be debited as various tests and surveys are conducted.

PERSONNEL IMPACT:

Use of Village Manager, Finance Director, and Public Works Director time and effort to move forward.

10B(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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO TAKE THE STEPS NECESSARY IN PREPARATION FOR DESIGNING AND CONSTRUCTING THE NEW VILLAGE HALL COMPLEX AT 7903 EAST DRIVE; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

10B(3)

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO TAKE THE STEPS NECESSARY IN PREPARATION FOR DESIGNING AND CONSTRUCTING THE NEW VILLAGE HALL COMPLEX AT 7903 EAST DRIVE; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANANAGER FRANK K. ROLLASON)***

WHEREAS, on September 5, 2006, the Voters of North Bay Village approved the issuance of bonds for capital improvements for a new Village Hall/Public Safety Complex; and

WHEREAS, it is necessary to conduct testing and surveying to determine if the site can accommodate the project; and

WHEREAS, it is staff's recommendation that the Village Commission approve the Action Items attached hereto as Exhibit 1 authorizing the Village Manager to take the steps necessary in preparation for designing and constructing the New Village Hall Complex at 7903 East Drive.

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

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

Section 2. Authorization of Village Officials. The Village Manager and/or his designee are authorized to take the steps necessary in preparation for designing and constructing the New Village Hall Complex at 7903 East Drive in accordance with the Action Items attached hereto as Exhibit 1.

Section 3. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to carry out the aims of this Resolution.

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

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

10B(4)

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 11th day of February 2014.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Preparation for Designing and Constructing New Village Hall Complex at 7903 East Drive.

10B(5)

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

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **February 11, 2014**

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

RECOMMENDED BY STAFF Frank Rollason, Village Manager

PRESENTED BY STAFF: Bert Wrains, Finance Director

SUBJECT: PURCHASING CODE REVISIONS

RECOMMENDATION:

It is recommended that the Village Commission approve the enclosed ordinance on first reading to revise the Village's Chapter 36 Purchasing Procedures.

BACKGROUND:

The Village's purchasing regulations were last revised in 2006. There are several areas of the code that I am recommending to be revised. The major items that are proposed for revision are:

1. Bid Bonds
2. Public Notices
3. Cone of Silence
4. Small Purchases thresholds
5. Purchases from Not For Profit Government Organizations
6. List of items Exempt from Formal Purchasing Procedures

12A(1)

First, this would authorize the manager to require bonds on contracts under the $50,000 threshold, and may adjust the advertising time from the mandatory 14 days. This amendment also incorporates the Village's "Cone of Silence" as required by Chapter 38 of the Code. The proposed ordinance revision also changes the maximum dollar amounts the Village Manager is allow to approve under the "Small Purchases" section of the purchasing code from $3,500 to $5,000 and the $9,000 limit to $15,000.

This revision also creates a new section that authorizes the Manager to obtain prices from other organizations. Most other organizations do not respond to public bids but may provide services that the Village could use. The Florida Sheriffs Association bids vehicles and the bids are available to all other governmental agencies. Our current regulation prohibits the Village from "piggy backing" off of this bid. Also, the Florida League of Cities provides some services, but they are prohibited from responding to a public bid.

The current purchasing ordinance requires bidding items that are not conducive to bidding. Items like software licenses, postage, dues to organizations, and service work that would void warrantees. This revision would remove the mandatory requirement.

FINANCIAL IMPACT:

These changes will make the procurements of goods and services that are authorized by the annual budget easier to contract for, while maintaining the competitiveness in the expenditure of public funds.

BUGETARY IMPACT (Finance Dept):

There is no identifiable impact. It is anticipated that the goods and services will be purchased competitively.

PERSONNEL IMPACT:

This should assist is expediting the purchasing process.

12A(2)

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 "ADMINISTRATIVE POLICY AND PROCEDURE," OF THE CODE OF ORDINANCES TO UPDATE THE REQUIREMENTS AND PROCEDURES RELATED TO THE PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (*(FRANK K. ROLLASON, VILLAGE MANAGER)*)

WHEREAS, the Commission of North Bay Village, Florida (the "Village") recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Village's regulations are current and consistent with the needs of the Village; and

WHEREAS, the Chapter 36 of the Village Code of Ordinances sets out the policies and procedures for the procurement of goods and services by the Village; and

WHEREAS, the Village desires to update the procurement procedures to clarify the procedures and address the needs of the Village; and

WHEREAS, the Village Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, BE IT ENACTED 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.

12A(3)

Section 2. **Village Code Amended.** That Chapter 36 "Administrative Policy and Procedure" of the North Bay Village Code of Ordinances is hereby amended to read as follows:[1]

* * *

§ 36.25 - Procurement requirements.

(A) *Purpose.* The purpose of this procurement code is to maximize the purchasing value of public funds in the procurement of goods and services, to provide safeguards for maintaining a procurement system of quality and integrity, and to provide for the fair and equitable treatment of all persons involved in purchasing by North Bay Village. This Code applies to contracts for the purchase of goods and services, and, to the maximum extent feasible, to the granting of franchises after the effective date of the adopting ordinance. When procurement involves the expenditure of federal, State or county funds, the procurement shall be conducted in accordance with any mandatory applicable law and grant contract terms. Nothing in this code shall prevent the Village from complying with the terms and conditions of any grant, gift, or bequest that is consistent with applicable law.

(B) *Responsibilities of the Village Manager.* The Village Manager shall act as the Village's purchasing agent and have exclusive control over the purchase of all goods and services, and approve all vouchers for the payment of goods and services.

The Village Manager shall be responsible for the development of procurement specifications, contract administration, inspection of vendor books and records, and inspection and acceptance of goods and services.

The Village Manager shall also be responsible for the management and disposal of surplus property. The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

(C) *Methods of procurement.* All contracts of the Village shall be awarded by ~~competitive sealed **bidding**~~ COMPETITIVE SEALED BIDDING except as provided by paragraph (E) (competitive sealed proposals), paragraph (F) (contracting for designated professional services), paragraph (G) (small purchases), paragraph (H) (sole source procurement), paragraph (I) (emergency procurement) and (J) ("Piggy back" purchases).

(D) *COMPETITIVE SEALED BIDDING*

(1) *Invitation to bid.* An invitation to bid shall be issued and shall include specifications and all material contract terms and conditions.

---

[1] Additions to existing city code text are shown by underline; deletions from existing city code text are shown by ~~strikethrough~~.

12A(4)

(2) *Public notice*. Adequate public notice of the invitation to bid shall be given ~~a reasonable time,~~ ~~(as provided by law)~~ a minimum of 14 calendar days prior to the date set for the opening of bids, or as otherwise provided by law. The notice ~~may~~ shall be published in a newspaper of general circulation and posted on the official public notice bulletin board in Village Hall. The invitation to bid and notice shall state the place, date and time of bid opening.

(3) *Bid opening*. Bids shall be opened publicly in the office of the Village Clerk in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Village Manager deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. North Bay Village in Chapter 38.18 has provided for a "Cone of Silence" as it relates to Some pourchasing by the Village. All proposers shall have read Chapter 38.18 "Cone of Silence" and agree to the terms.

(4) *Bid acceptance and bid evaluation*. Bids shall be accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

(5) *Correction or withdrawal of bids*. Correction or withdrawal of inadvertently erroneous bids before bid opening is permitted. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation to bid prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids shall be permitted. A low bidder alleging a clerical mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document and the bidder submits convincing evidence that a mistake was made.

12A(5)

(6) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.

(7) *Bonds.*

(a) Construction Contracts greater than $50,000. For construction contracts exceeding $50,000.00, contractors shall submit the following with the bid documents:

~~(a)~~1. A bid guarantee equal to five percent of the bid price;

~~(b)~~2. A performance bond for 100 percent of the contract price; and

~~(c)~~3. A payment bond for 100 percent of the contract price.

(b) All Other Contracts. The Village Manager may require any or all of the 3 bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

(E) *Competitive sealed proposals.*

(1) *Conditions for use.* When the Village Manager determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the Village, a contract may be entered into by use of the competitive sealed proposals method. An adequate number of sources shall be solicited.

(2) *Request for proposals.* Proposals shall be solicited through a request for proposals (RFP) or similar method (RFQ, RFLI etc.), all of which shall be referred to in this ordinance as RFP's. The intent being that the Village Manager shall choose the most appropriate alternative. The RFP shall clearly identify the relative importance of price and other evaluation factors, and the weight given to each factor. A process for fairly and thoroughly evaluating the proposals shall be established before the solicitation is issued.

(3) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in sub-paragraph (D)(2) (competitive sealed bidding, public notice) except the period may be longer or shorter if the Village Manager so states in the specifications or as otherwise required by law. Except when required by State Law, the Village may, in lieu of the newspaper advertisement required by this Section, publish the public notice on the Village web site and the official bulletin board in Village Hall.

12A(6)

(4) *Proposal opening.* Competitive sealed proposals shall be publicly opened by the Village Clerk or designee.

(5) *Negotiations*~~ with responsible offerors and revisions to proposals~~. ~~As provided in t~~The request for proposals~~, negotiations~~ may provide that negotiations be conducted with responsible offerors who submit proposals determined to be reasonably acceptable for selection susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors until award is finalized.

~~(4) Reserved.~~

(6~~5~~) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the written basis on which the award is made.

(F) *Contracting for designated professional services.*

(1) *Authority.* In procuring architectural, engineering, landscape architectural, ~~and~~ surveyor services, or other professional services as defined in Florida Statutes 287.055(2) ~~as defined by the laws of the State of Florida,~~ the Village Manager shall comply with the requirements of the Consultant's Competitive Negotiation Act, (CCNA) Section 287.055, Florida Statutes.

(G) *Small purchases.*

(1) *General.* Any contract not exceeding $~~9~~15,000.00 over the life of the contract may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

12A(7)

(2) *Small purchases of ~~$3,~~5,000.00 or less.* The Village Manager shall have the discretion to purchase goods and services that do not exceed ~~$3,~~5,000.00 in the manner he or she deems most appropriate.

(3) *Small purchases over ~~$3,~~5,000.00.* The Village Manager shall purchase goods and services in excess of ~~$3,~~5,000.00 but that do not exceed ~~$9~~15,000.00, upon obtaining price quotations from no less than three businesses, or, in the alternative, from a supplier that is on the current approved vendors list of, or who has been selected in a competitive process. ~~within the last 12-month period~~ by, another governmental entity or public agency in the State of Florida and said award is still in effect. Award shall be made to the business offering the lowest acceptable quotation.

The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded in writing and maintained as a public record.

(H) *Sole source procurement.* A contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The illage Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount and type of each contract~~, a listing of the item(s) procured under each contract, and the identification number of each contract file~~.

(I) *Emergency procurements.* Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract~~, and the identification number of the contract file~~.

12A(8)

(J) *"Piggy back" purchases.* A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency in the State of Florida.

(K) *Not for profit Government related organizations.* The Village may enter into a contract for goods or services from a governmental related professional organization without the requirement for the competitive bidding process. Organizations that the Village can contract for goods or services include (but not limited to) the Federal, State and County League of Cities, The State and National professional organizations of the City Managers, City Attorney's, City Clerks, City Planners and Finance Officers Associations, and Florida Sheriffs' Association.

(L) Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

(M) Other exceptions. With the approval of theVillage Manager, the following supplies and services may be procured without competition, subject to the requirements of this Code:

(1) Servicing or warranty work of equipment by an authorized dealer or representative when work by another party would void a warrantee or guarantee;

(2) Renewal of software licenses;

(3) Used equipment and machinery;

(4) Advertising in newspapers, periodicals and related publications, television, radio and billboards;

(5) Commodities available only from the federal government, the State of Florida or Florida local governments;

(6) Fees, including medical fees and physician fees;

(7) Freight, storage charges, and demurrage;

(8) Licenses;

(9) Membership in professional, trade and other similar associations;

(10) Postage;

(11) Published books, manuals, maps, periodicals, films, technical pamphlets, CD's, DVD's, and copyrighted educational aids for use in libraries and for other informational and instructional purposes in instances in which other applicable law does not provide a restrictive means for the acquisition of them;

(12) Real property;

(13) Services of visiting speakers, lecturers, and performing artists;

(14) Utility services, the rates for which are subject to regulation by a state or federal regulatory agency;

(N) *Miscellaneous provisions.*

(1) If less than three responsive bids or proposals in response to a bid or an RFP or other competitive sealed proposal are received, the Village Manager may either: (a) reject the bids or proposals, change the bid specifications, evaluation criteria, or other material terms and conditions and re-solicit the procurement; or, (b) negotiate the best terms and conditions with the responsive bidder(s) or proposer(s). The Village Manager shall document the reasons that negotiating with the responsive bidders or proposers is in the best interest of the Village in lieu of re-soliciting competitive sealed bids or proposals.

(2) The Village Manager may create a selection committee to evaluate proposers' statements of qualifications, responses to RFPs, design-build proposals and franchise proposals. Members of the selection committee may be department heads or employees of departments charged with responsibility relating to the procurement, planning, building and engineering consultants to the Village, and other persons who possess the professional or business expertise to evaluate the qualifications and proposals.

The selection committee will evaluate and rank proposers, and make a written report and recommendation to the Village Manager

(O~~L~~) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Village. The reasons for cancellation shall be made part of the purchasing~~contract~~ file. Each solicitation issued by the Village shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Village. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any further procurement of similar items. Reasons for rejection shall be provided upon request to any ~~by~~ unsuccessful bidders or offerors.

(P~~M~~) *Determination of nonresponsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Village Manager. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the purchasing ~~contract~~ file and be made a public record.

(Q~~N~~) *Contract clauses and their administration.*

(1) Contract clauses. All contracts for goods and services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. Contract clauses may address, among others, the following subjects:

(a) the unilateral right of the Village to order in writing changes in the work within the scope of the contract;

(b) the unilateral right of the Village to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

(c) variations occurring between estimated ~~quantifies~~ quantities of work in contract and actual quantities;

(d) defective pricing;

(e) liquidated damages;

(f) no damages for delay by the Village;

(g) specified excuses for delay or nonperformance;

(h) termination of the contract for default;

(i) termination of the contract due to unavailability of funds in succeeding fiscal periods;

(j) termination of the contract in whole or in part for the convenience of the Village;

(k) suspension of work on a construction project ordered by the Village; and

(l) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

(i) when the contract is negotiated;

(ii) when the contractor provides the site or design; or

(iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) Standard clauses and their modification. The Village Manager, after consultation with the Village Attorney, may establish standard contract clauses for use in Village contracts.

12A(12)

(R~~O~~) *Contract administration.* A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the Village Manager.

(S~~P~~) *Village procurement records.*

(1) Purchasing~~Contract~~ file. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Village in a ~~contract~~purchasing file by theVillage Clerk ~~Manager~~.

(2) Retention of procurement records. All procurement records shall be retained and disposed of by the Village in accordance with the records retention guidelines and schedules approved by the Florida Department of State.

(T~~Q~~) *Bid protests.*

(1) Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Commission. Protestors must seek resolution of their complaints initially with the Village Manager. A protest of a solicitation of an invitation to bid or request for proposals shall be submitted in writing to the Village Manager prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. A protest of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Village Manager within ten days of the award of the contract.

(2) Stay of procurements during protests. In the event of a timely protest under this paragraph, the Village Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Village Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.

(3) Protest bond. A protestor shall post ~~file~~ a protest bond, equal to 15 percent of the bid amount, payable to the village in the event the protest is denied.

12A(13)

(~~U~~R) *Contract claims.*

(1) Decision of the Village Manager. All claims by a contractor against the Village relating to a contract shall be submitted in writing to the Village Manager for a decision. The contractor may request a conference with the Village Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recision.

(2) Notice to the contractor of the Village Manager's decision. The decision of the Village Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right under subparagraph (P)(3).

(3) Finality of Village Manager's decision; contractor's right to appeal. The Village Manager's decision shall be final and conclusive unless, with ten calendar days from the date of receipt of the decision, the contractor files a written appeal with the Village Commission. The contractor must exhaust these administrative remedies before petitioning the circuit court for review of the Village's administrative decision.

(4) Failure to render timely decision. If the Village Manager does not issue a written decision regarding any contract controversy within ten days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the contractor may proceed as if an adverse decision had been received.

§ 36.26 - Violations.

Any violation of this subchapter may be punished by a court of competent jurisdiction up to the maximum permitted under § 10.99. However, each expenditure in violation of this subchapter shall be deemed a separate violation.

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 _____.

THE VOTES WERE AS FOLLOW:

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

12A(15)

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

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **February 11, 2014**

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

RECOMMENDED BY STAFF Frank Rollason, Village Manager

PRESENTED BY STAFF: David Miller, Village Labor Attorney

SUBJECT: Village Attorney

RECOMMENDATION:

It is recommended that the Commission approve the attached Engagement Agreement/Contract between Robert L. Switkes and the Village for the purpose of providing legal services.

BACKGROUND:

The previous Village Attorney, WSH, gave notice to sever their relationship with the Village at the Commission Meeting of November 12, 2013. The Commission appointed Robert L. Switkes as Interim Village attorney at the December 10, 2013 Regular Commission Meeting.

The Commission further directed the Village Manager to negotiate a contract with Mr. Robert L. Switkes for legal services and bring that contract back before the commission for consideration on permanently appointing Mr. Switkes to the position of Village Attorney. Manager Rollason worked with Mr. David Miller, Esq., Village Labor Counsel in conjunction with Mr. Switkes and developed the attached proposed agreement for Commission action.

12B(1)

FINANCIAL IMPACT:

Funding for legal services for the remainder of this fiscal year is available in the FY 2014 approved budget. The funding will adequately cover the expenses for this contract.

BUDGETARY IMPACT (Finance Dept):

The FY 2014 budget was prepared using the then current contract with Weiss Serota Helfman Pastoriza Cole and Boniske P.L. to provide legal services to North Bay Village. The contract provides for a monthly fee for the general types of legal services. This monthly fee excludes any litigation expense. The monthly fee was budgeted at $18,000 per month. The proposed contract with Robert Switkes establishes the monthly fee at $10,000. This will provide an expense reduction of $8,000 per month. The calculated saving for the 7 months from March through September 2014 will be $56,000 (7 months times $8,000).

However, the FY 2014 annual budget for general litigations (non labor) was adopted at $37,500. Based on the prior year's expenses for the general litigation costs the amount in the adopted budget is low and may need to be increased as the year goes on.

PERSONNEL IMPACT:

Village Attorney services will be provided through a standard contract for professional services and will not be a Village employee.

12B(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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING ROBERT L. SWITKES & ASSOCIATES, P.A. AS THE PERMANENT VILLAGE ATTORNEY AND APPROVING AN AGREEMENT WITH THE FIRM FOR PROVIDING GENERAL MUNICIPAL AND LAND USE MATTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

12B(3)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING ROBERT L. SWITKES & ASSOCIATES, P.A. AS THE PERMANENT VILLAGE ATTORNEY AND APPROVING AN AGREEMENT WITH THE FIRM FOR PROVIDING GENERAL MUNICIPAL AND LAND USE MATTERS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

WHEREAS, on December 10, 2013 the Village Commission selected the firm of Robert L. Switkes & Associates, P.A. as the Interim Village Attorney for General Municipal and Land Use matters; and

WHEREAS, the Village Commission desires to engage the services of Robert L. Switkes & Associates, P.A. as the permanent Village Attorney; and

WHEREAS, on December 10, 2013, the Village Commission authorized the Village Manager to negotiate the terms and conditions of an agreement with Robert L. Switkes & Associates, P.A.; and

WHEREAS, the Village Manager hereby recommends that the Village Commission approve the negotiated agreement attached hereto as "Exhibit 1" with Robert L. Switkes & Associates, P.A.

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. **Appointment.** Robert L. Switkes & Associates, P.A. is hereby appointed as the permanent Village Attorney in accordance with the agreement attached hereto as Exhibit 1.

12B(4)

Section 3. **Approval of Agreement.** The Agreement between North Bay Village and Robert L. Switkes & Associates, P.A. to serve as Village Attorney in accordance with the agreement attached hereto as Exhibit "1" is hereby approved.

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

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village subject to the approval as to form and legality by the Village's legal representative in this matter, Mr. David Miller, of Bryant Miller Olive.

Section 5. **Authorization of Funds Expenditure.** The Village Manager is authorized to expend budgeted funds to implement the terms of this Agreement.

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

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

FINAL VOTE AT ADOPTION:

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

12B(5)

VILLAGE ATTORNEY ENGAGEMENT AGREEMENT

This Village Attorney Engagement Agreement (this "Agreement") explains the nature and scope of the legal services that Robert L. Switkes & Associates, P.A., ("Firm") has agreed to perform for the Municipality of North Bay Village ("the Village"), the fees for these services, the manner in which the fees and costs are determined, and the payment terms.

1. NATURE OF GENERAL LEGAL SERVICES.

1.1. The Municipality of North Bay Village has engaged the Firm to provide the following legal services:

Attendance at regular and special meetings and workshops of the Village Commission, Planning & Zoning Board, and staff meetings; prepare and review correspondence, resolutions, ordinances and contract documents, as well as other such related documentation; issue written legal opinions on legal matters affecting the Village; review, approve and correct applications for zoning relief; routine negotiations with contractors and other governmental entities; negotiate settlement of disputed claims prior to commencement of litigation; and monitoring and reviewing outside attorneys on workers' compensation, liability and other matters. We acknowledge that our services do not include Labor Relations services, employment and personnel issues, labor arbitrations or collective bargaining. These services will be provided by outside labor and employment counsel.

Attached hereto as Exhibit A and incorporated herein by reference are items extrapolated from the Response to the City of North Bay Village Request For Qualifications For Legal Services RFQ No. NBV 2012-02, submitted on July 6, 2012, by Robert L. Switkes, Esq., and which have not been substantially altered or reduced with the exception of services in the area of Labor Relations, attending union meetings, and/or any other services provided by outside labor counsel.

1.2. These services shall be provided under the direction of Robert L. Switkes.

1.3. The Village agrees and will be charged for Municipal Legal Services on a set fee per month starting on February ___, 2014, the sum of $10,000.00 per month. It is understood and agreed that the Municipal Legal Services will be provided without regard to the amount of time required to perform them, and that the set fee agreed to in this Section 1.3 is unrelated to how much or how little time is expended by the Firm in providing the Municipal Legal Services.

12B(6)

2. ADDITIONAL LEGAL SERVICES

The Firm is authorized to provide additional legal services to the Village beyond the scope of the general legal services that are stated in Article 1 of this Agreement. The Firm will use its best judgment in determining whether it is in the best interest of the Village for it or for outside counsel to provide legal services in each particular instance. When the Firm provides additional legal services for the Village, the Firm will charge for professional services on an hourly basis and will itemize its professional fees in one-tenth (1/10) hourly increments as follows: $175 per hour for all additional legal services, except federal litigation which shall be charged at $200 per hour.

3. COSTS.

Certain expenses may be incurred and advanced on the Village's behalf with the Firm expressly acting as the Village's agent. The Village agrees to pay these expenses, which may include, by way of example but not limited to, third party copy charges, court filing fees, deposition transcripts, travel expenses, delivery charges, photocopies and postage. Whenever possible, the Firm will receive authorization from the Village before incurring costs greater than $500.00. The Village will also be responsible for all government-imposed taxes on fees and costs.

4. PAYMENT OF FEES AND COSTS.

4.1. The Village will be billed by the Firm on a monthly basis for the time spent on a matter and for expenses incurred on the Village's behalf. Client will pay each statement in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.2. Unless the Firm reaches another agreement with the Village in writing regarding payment of fees and costs, the Village understands that non-payment of any invoice for fees and costs which is rendered in accordance with the terms of this Agreement will constitute a default by the Village and the Firm may, in its sole and absolute discretion (subject to court approval, if necessary), cease to provide further legal services to the Village.

4.3. The Village will, however, be liable to the Firm for payment of any fees earned and any costs incurred to that time. The Village further agrees that the Firm shall have the right to withdraw from representing the Village if the client does not make payments required by this Agreement. In such event, the Village agrees to execute such documents as will permit the Firm to withdraw.

5. EFFECTIVE DATE; TERMINATION.

The effective date of this Agreement is February ___, 2014. This Agreement shall continue in force and effect for 36 months. This Agreement may be "terminated by either party immediately, for cause." Additionally, this Agreement may be terminated for the convenience of any party upon giving the other party 60 days' written notice. Upon termination, the Firm will transfer all work in progress, completed work, and other materials to the Village's successor counsel. Unless terminated by either party as set forth above, the engagement will automatically renew each year. In such case, the parties may discuss an hourly and monthly rate adjustment for Future Special Projects, Utilities Matters, and Litigation Matters negotiated between the Village and the Firm.

6. OTHER SERVICES.

The Village may have small matters which, depending upon the amount or subject in controversy, do not justify the use of the above-mentioned hourly fees. The Firm and the Village may enter into separate agreements where a contingency fee, a reduced hourly fee or a combination of both is in the best interest of the parties. The Village shall be responsible for costs in any event.

7. PROFESSIONAL LIABILITY INSURANCE.

The Firm will maintain in full force and effect, during this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars ($1,000.000.00) for each occurrence with a maximum deductible of Fifty Thousand Dollars ($50,000.00).

8. PUBLIC RECORDS.

The Village and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and Sunshine Law (Section 286.011, Florida Statutes). Therefore, the Firm will agree to observe and comply with those laws as they relate to the Village's policies and procedures.

9. INDEPENDENT CONTRACTOR.

The Firm is and shall be in the performance of all work, services, and activities for the Village an independent contractor, and not an employee, agent, or servant of the Village. All persons engaged in any of the work or services performed pursuant to this Agreement, shall at all times, and in all places be subject to the Firm's sole discretion, supervision, and control.

The Firm will exercise control of the means and manner in which it and its employees perform the work, and in all respects, the Firm's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not the Village's employees.

10. COMMENCEMENT OF REPRESENTATION/OTHER SERVICES.

Upon the Village Commission's approval, we will serve as the Village Attorney providing Municipal Legal Services pursuant to the terms and conditions as set forth above.

ROBERT L. SWITKES & ASSOCIATES, P.A.

By: _____
Robert L. Switkes

Dated: _____

THE MUNICIPALITY OF NORTH BAY VILLAGE

By: _____
Connie Leon-Kreps
Mayor

Dated: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE BENEFIT OF NORTH BAY VILLAGE:

_____
David Miller
Village Labor Counsel

ATTEST:

_____
Yvonne P. Hamilton
Village Clerk

12B(9)

EXHIBIT A

12B(10)

The following items are extrapolated from the Response to the City of North Bay Village Request For Qualifications For Legal Services RFQ No. NBV 2012-02, submitted on July 6, 2012, by Robert L. Switkes, Esq., and which have not been substantially altered or reduced with the exception of services in the area of Labor Relations, attending union meetings, and/or any other services provided by outside labor counsel.

I. EXPECTATION OF ATTORNEYS/FIRM

The law firm of Robert L. Switkes & Associates, P.A. and specifically Robert L. Switkes understands that it will be expected to provide legal services in the areas of General Counsel 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, or board meetings. In addition to the foregoing, Robert L. Switkes shall attend any other meetings as needed, including: General Counsel matters, 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, 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.

PASSED AND ADOPTED this 11th day of February 2014.

_____

Connie Leon-Kreps, Mayor

ATTEST:

_____

Yvonne P. Hamilton, CMC
Village Clerk

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

_____

David Miller
Bryant Miller Olive

12B(13)

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: January 21, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Approval for additional funding to Kimley-Horn and Associates, Inc. to provide additional construction phase services to the Village

---

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under the project agreement with Kimley-Horn and Associates, Inc. to provide construction phase services to the Village to finalize the project by placing the subaqueous 12" eastbound force main out of service.

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 has analyzed and negotiated with Kimely-Horn the revised agreement and is presenting to the commission for additional funding.

12C(1)

BACKGROUND:

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

In June of 2008, the Village entered into an agreement with Kimley-Horn to provide engineering consulting services pursuant to the Continuing Services Agreement for the Force Main Rehabilitation Design-Build Project (the "Project").

By Resolution No. 2008-18 the Village authorized Kimley-Horn to provide design and construction administration services during the Design-Build phase of the Project.

By Resolution No. 2011-54 the Village authorized Kimley-Horn to provide design services to finalize the project by placing the subaqueous 12" eastbound force main out of service.

By Resolution No. 2012-14 Kimley-Horn was authorized to provide construction phase services to the City to finalize the project by placing the subaqueous 12" eastbound force main out of service. After several months of delays and meetings we have finally reached with The City of Miami Beach. This increased the original scope of work. North Bay has analyzed and negotiated with Kimely-Horn and they have prepared a Project Agreement to provide additional construction phase services to the City to finalize the project by placing the subaqueous 12" eastbound force main out of service.

The agreement for additional construction phase services is presented for additional funding.

BUDGETARY IMPACT:

The funds for additional construction phase services for placing the 12" sewer force main out of service are available from Capital Improvement budget.

The project cost for the construction administration services is $12,900.00 plus the cost for additional services is $4,500.00, for a total amount of $17,400.00 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.

12C(2)

CONTACT:

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

North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: January 28, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

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

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

FKR:yph

12C(4)

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

RESOLUTION NO. _____

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

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

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

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

WHEREAS, in Resolution No. 2011-54 the Village authorized Kimley-Horn to provide design services to finalize the project by placing the subaqueous 12" eastbound force main out of service.

WHEREAS, in Resolution No. 2012-14 the Village authorized Kimley-Horn to provide construction phase services to finalize the project by placing the subaqueous 12" eastbound force main out of service.

WHEREAS, the project was delayed and the scope of services have changed; and

12C(5)

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

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 05-13 between the North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for construction phase services for the Project in the amount of $17,400 a copy of which is attached as Exhibit "1," 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 Project Agreement.

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

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

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

PASSED AND ADOPTED this 11th day of February 2014.

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

12C(6)

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 11th day of February 2014.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village/Resolution/Kimley Horn & Associates-Force Main Rehabilitation Project Completion-placing 12" Sewer Force Main out of Service.

12C(7)

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 05-13

Placing an Existing 12" Force Main Out of Service
Additional Construction Phase Services

12C(8)

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 05-13

Placing an Existing 12" Force Main Out of Service
Additional Construction Phase Services

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

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide construction phase services associated with cleaning and placing out of service the Village's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can be a redundant force main for emergency purposes only. The proposed construction phase services are described in the "Project Description" attached as Exhibit "1."

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

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

12C(9)

SECTION 2. DELIVERABLES

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

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed 120 days from the Commencement Date, shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of $4,500.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

12C(10)

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

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

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

12C(11)

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

12C (12)

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	FUNCTION
Gary R Ratay	Project Manager
Stefano Viola	Engineer
Jaime Albino	Engineer
Shanda Layne	Administrative
Jeanine Woll	Administrative

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

12C(13)

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

ATTEST:

_____
Village Clerk

NORTH BAY VILLAGE

By:_____

Date: _____

APPROVED AS TO FORM:

_____
Village Attorney

ATTEST:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC.

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

Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

12C(14)

Exhibit "1"

Project Description

KHA is was authorized to provide construction phase services during the construction process associated with cleaning and placing out of service the Village's existing 12" force main that runs east to the City of Miami Beach (CMB). The intent of the project is to attempt to prolong the life of the existing utility so that it can remain as a redundant force main for emergency purposes only. The scope of services generally included professional services for project meetings, shop drawing review, contract administration, onsite observations, and project close-out.

Since authorization of this project agreement in September 2012, the project started, but was impacted by changes to original permit conditions previously coordinated with the CMB. To date, KHA has attended several coordination meeting, worked with the Village and CMB to address contract administration issues associated with moving the project forward, and worked with the contractor to obtain revised proposals associated with addressing CMB requirements. The effort associated with this work was not part of the original construction phase services scope of work. This project agreement is to request project meetings and contract administration services for this additional project coordination.

Task 2 – Review Shop Drawings, Task 4 – Onsite Observations, and Task 5 – Project Closeout previously authorized by the Village will be provided by KHA as part of the original professional services budget.

12C (15)

Exhibit "2"

Scope of Services

The scope of services is to provide project meetings and contract administration for additional project coordination.

Task 1 – Attend Project Meetings

1.1 KHA shall attend an average of one progress review meeting per month. The intent of the progress review meetings is to assess the project schedule and Contractor progress for the duration of the construction process.

Task 3 - Contract Administration

3.1 Based on KHA's on-site observations, review of applications for payment, and the accompanying data and schedules, KHA shall review the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the Village based on such observations and review that the work has progressed to the point indicated and that, to the best of KHA's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents, and that payment of the amount recommended is due the Contractor.

3.2 By recommending any payment, KHA shall not thereby be deemed to have represented that observations made by KHA to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KHA in this Agreement. Neither KHA's review of Contractor's work for the purposes of recommending payments nor KHA's recommendation of any payment including final payment will impose on KHA responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

3.3 The KHA shall issue necessary interpretations and clarifications of the Contract Documents and act as initial interpreter of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Task 2 – Review Shop Drawings, Task 4 – Onsite Observations, and Task 5 – Project Closeout previously authorized by the Village will be provided by KHA as part of the original professional services budget.

12C(16)

SCHEDULE

KHA will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. Once construction begins, we anticipate the following schedule:

- Substantial completion - 60 days from NTP
- Construction complete - 90 days from NTP

12C(17)

Exhibit "3"

Payment Schedule

The Consultant will provide these additional services for a lump sum budget of $4,500.00.

O:\gratay\N Bay Village\Existing Force Main\KHA Project Agreement_FM POS CPS_Additional.doc

12C(18)

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: **January 28, 2014**

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

RECOMMENDED BY STAFF: Frank K. Rollason
Village Manager

PRESENTED BY STAFF: Rodney Carreo-Santana
Public Works Director

SUBJECT: Approval of a Resolution accepting a Grant of Easement from the School Board of Miami-Dade County to the Village for the Village's wastewater Force Main through Treasure Island Elementary School

---

RECOMMENDATION:

It is recommended that the Village Commission approve the Grant of Easement from the School Board to the Village for the Village's wastewater Force Main through Treasure Island Elementary School.

BACKGROUND:

In 2010 the Village constructed wastewater utility improvements that included the relocation of the Village's existing wastewater utility collection system from Eastbound to Westbound. As part of the utility improvements, the Village installed a new 16-inch sewer Force Main. As part of the design of the Force Main, the Village's engineers determined that locating the line through the Treasure Island Elementary School property would provide a cost savings by reducing the length of pipe and minimizing impact on

12D(1)

On May 12, 2010, the School Board of Miami-Dade County (the "School Board") authorized the Superintendent to finalize and execute a Temporary Construction Easement and a subsequent Permanent Grant of Easement for the Force Main. (A copy of the agenda materials from the School Board meeting is attached for reference.) The Temporary Construction Easement authorized the Village to install the utility line. The work has been completed and approval and execution of the permanent Grant of Easement is required to maintain the utility line.

As described on the Survey dated April 9, 2010, revised on November 18, 2010, prepared by Avirom & Associates, Inc., the easement is approximately 10 feet wide by 687 feet long (approximately 6,878 square feet) and is located along the western boundary of the school connecting at North Treasure Drive to the north and connecting at Jewel Avenue to the south. Staff has confirmed that the as-built drawings for the utility line match the survey.

The Grant of Easement authorizes the Village to install and maintain the facilities, and remains in place unless or until the Village discontinues the use of the Force Main. The School Board is allowed to construct, use and maintain paved walkways, driveways and landscaping in the easement area. The Village is required to replace any of the School Board's landscaping-paving should the Village's maintenance activities require entry into the area. All repairs are to be coordinated between the Village and School staff. The Village is further required to indemnify the School Board for its activities.

BUDGETARY IMPACT (FINANCE DEPT):

The utility construction has been completed and no further construction is required in the easement area at this time. Recording of the executed agreement would be at a minimal expense.

PERSONNEL IMPACT:

None.

ATTACHMENTS:

Agenda Memo and backup from May12, 1010, School Board Meeting.
Draft Resolution approving the Grant of Easement.
Grant of Easement between the School Board and the Village.
Survey of Easement.

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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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AUTHORIZING VILLAGE OFFICIALS TO RECORD THE EASEMENT AND TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

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RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AUTHORIZING VILLAGE OFFICIALS TO RECORD THE EASEMENT AND TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

WHEREAS, in 2010 as part of North Bay Village's ("the Village") relocation of its wastewater utility from an Eastbound collection system to a Westbound collection system, the Village replaced its existing sewer force main piping with a new 16-inch sewer Force Main; and

WHEREAS, as part of the wastewater project, the Village relocated the collection system requiring the installation of the Force Main through Treasure Island Elementary School; and

WHEREAS, on May 12, 2010, the School Board of Miami-Dade County (the "School Board") approved an item authorizing the Superintendent to finalize negotiations and execute a Temporary Construction Easement with the Village to allow access to a portion of the Treasure Island Elementary School playfield to install the Force Main and to further execute a permanent Grant of Easement with the Village for the installation of the Force Main; and

WHEREAS, the Village has completed construction of the Force Main as authorized by the Temporary Construction Easement; and

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WHEREAS, acceptance and approval of the permanent Grant of Easement from the School Board is necessary at this time in order for the Village to have the legal right to maintain the installed wastewater facilities.

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

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

Section 2. Acceptance and Approval of the Grant of Easement. Acceptance of the Grant of Easement between the School Board and the Village, a copy of which is 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 Officials. The Mayor is authorized to execute the Grant of Easement. The Village Manager, Village Clerk and Village Attorney are authorized to finalize the Grant of Easement, to record the executed Grant of Easement, and to take all actions necessary to implement the terms and conditions of the Grant of Easement.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

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

FINAL VOTE AT ADOPTION

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

DULY PASSED AND ADOPTED this_____ day of _____2014.

_____
Connie Leon-Kreps
Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Eastment-16" Sewer Line Easement Through Treasure Island Elementary School.

12D(6)

Sec., ___, Twp ____, Page_____
Parcel ID#

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made the _____ day of _____, 2010, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, is given by **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic, herein called the **"GRANTOR"**, to and in favor of the **CITY OF NORTH BAY VILLAGE**, a political subdivision of the State of Florida, herein called the **"Grantee"**, its licensees, agents, successors, and assigns, and the Grantor hereby grants to the Grantee, its agents, contractors and employees, a temporary privilege, right and easement to enter upon and have access to the real property owned by Grantor graphically depicted on **Exhibit "A"**, attached hereto, and more particularly described as follows, to-wit:

Temporary Easement Legal Description

See Legal Description Attached hereto as Exhibit "A"

herein called the **"Property"**, pursuant and subject to the following:

1. **Purpose.** This Temporary Construction Easement is for the express and limited purposes of use, access, ingress and egress to the Grantee, and its agent or contractors, for the construction, reconstruction, installation, removal and inspection of sewage transmission facilities being constructed by Grantee on the Property, at Grantee's sole cost and expense, and temporary storage of equipment and materials in connection therewith, and the Grantor further grants unto the Grantee, to the fullest extent the Grantor has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along

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under and across the roads, streets or highways adjoining or through said Property.

2. **Term of Agreement.** This Temporary Construction Easement will terminate ninety (90) days following completion of construction of the sewage transmission facilities or one (1) year from the execution of this agreement by the Grantor and Grantee, whichever shall first occur, unless this agreement is terminated by Grantor in accordance with paragraph 3 below. Upon completion of the improvements set forth herein, a permanent Grant of Easement, approved by Grantor's attorney as to form and legal sufficiency, shall be executed by Grantor and Grantee.

3. **Grantor's Right to Terminate.** In the event that the Grantee fails to comply, in the Grantor's sole determination, with any of the provisions of this Temporary Construction Easement after being so notified in writing of said non-compliance, Grantor, through its designee, shall have the right to terminate this easement with thirty (30) days written notice.

4. **Removal of Debris, Surplus Materials and Construction Equipment.** Upon completion of the construction herein contemplated or the termination hereof as hereinabove provided, the Grantee shall cause to be removed from the Property, all debris, surplus material and construction equipment and leave the premises in a safe and presentable condition, in compliance with all applicable building, safety and health codes, and in the same or better condition as existed before construction.

5. **Restoration of Property.** In the event that fences, driveways, parking lots or permanent buildings of the Grantor are removed or damaged by the Grantee or Grantee's agents during the construction, Grantee will cause the improvements on the Property herein described to be repaired and restored to the same or better condition than existed before construction operations were commenced. Grantee stipulates that prior to impacting any improvements on the Property other than fences, Grantee, or its agents, shall first secure written permission from Grantor, or its designee, and coordinate the work in compliance with Grantor's requirements.

6. **Best efforts to complete work.** Once the above referenced project is commenced, the Grantee shall use its best efforts to expedite completion of the work.

7. **Safety Buffer Zone.** Grantee shall create a safety buffer zone by installing and maintaining, during the term of this Temporary Construction Easement, a fence separating the easement area from the balance of Grantor's property. Grantee shall remove said fence at the completion of work, and shall restore the Property to the condition same or better than existed before construction operations were commenced.

8. **Interference; Grantor's Quiet Enjoyment.** The grant of this Temporary Construction Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Property to the extent that such use does not interfere with the rights granted herein.

9. **Indemnification by Grantee.** To the limits of Section 768.28, F.S., the Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including attorney's fees and costs at both the trial and appellate levels) for death, personal injury, and property damage arising

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from the exercise of Grantee's rights under this Temporary Construction Easement. Additionally, .the Grantee shall cause any contractor performing work on the Property on behalf of Grantee to name the Grantor as an additional insured with respect to any and all insurance policies provided by the contractor to Grantee in connection with any construction contract for the work to be performed.

10. **Indemnification by Contractor**. Any contractor performing any work on the Property on behalf of Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including attorney's fees and costs at both the trial and appellate levels) for death, personal injury, and property damage arising from the exercise of Grantee's rights under this Temporary Construction Easement. Additionally, the Grantee shall cause any contractor performing work on the Property on behalf of Grantee to name the Grantor as an additional insured with respect to any insurance policies provided by the contractor to Grantee in connection with any construction contract for the work to be performed.

11. **Commencement of Work.**

a) Scheduling of Work. Prior to commencement of the work, and subject to any other requirements or conditions of this Temporary Construction Easement, the Grantee shall provide Grantor with a proposed schedule for such work at the Property, to be approved by Grantor's designee, such approval not to be unreasonably withheld. Any damage to property by Grantee, its contractors, employees or agents, shall be expeditiously repaired by the Grantee, at Grantee's sole cost and expense. Such repairs shall be completed within a reasonable time, not to exceed sixty (60) days. Should the Grantee not commence repair work within a reasonable time then the Grantor, at its sole option, may commence said repair work by giving the Grantee prior notice of its intent to exercise this option; in the event that the Grantor begins and completes the requisite repair work, the Grantee shall reimburse the Grantor for the full cost of such repairs within thirty (30) days of receipt of invoice for same.

b) Safety Criteria; Restoration of Property. Work at the Property shall conform at all times to the safety criteria established and approved by the Grantor or its designee. Such work shall be done in compliance with all applicable rules, statutes, codes and regulations, including, without limitation, Florida and Federal laws, School Board Rules, the State Requirements for Educational Facilities, the Florida Building Code, as the same may be amended from time to time. If the Grantor or its designee requests that the Grantee discontinue any of its work, the right of entry to the Property shall immediately cease, the Grantee shall immediately discontinue its activities on the Property and shall proceed only after the Grantor or its designee has authorized the Grantee to continue. At the conclusion of the work, all areas where work was conducted on the Property shall be restored to a safe and secure condition, as determined solely by Grantor or its designee, and at the sole cost and expense of the Grantee.

12D(9)

c) Pre-Condition to Commencement of Work. The following shall be pre-conditions to commencement of the work contemplated in this Agreement: (1) Grantee, its contractors, sub-contractors and its agents may only work on the Property in areas pre-approved by Grantor or its designee; (2) all insurance certificates required under this Agreement have been received and approved by the Grantor, as hereinafter described; (3) the Grantee's proposed schedule for the work has been coordinated with and approved by the Grantor's designee, including identifying the specific portions of the Property upon which such work

will be staged and conducted; (4) this Agreement has been duly authorized and executed by the Grantee; (5) required permits from all jurisdictional agencies, if any, shall have been obtained by Grantee at Grantee's full cost and expense.

12. Proof of Insurance.

A) The Grantee shall require the contractors and sub-contractors to provide Grantor with evidence of the following insurance coverage prior to commencement of on-site activities:

1) Commercial General Liability Insurance:

Except as otherwise provided, the Commercial General Liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

(a) The contractor's insurance shall cover the contractor for those sources of Liability (Including but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 0I), as filed for use in the State of Florida by the insurance Services Office.

(b) The contractor shall include the School Board and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of insurance shall be clearly marked to reflect "The School Board of Miami-Dade County, Florida, its members, officers, employees and agents as additional insured."

2) Workers' Compensation/Employers' Liability Insurance:

The Workers' Compensation/Employers' Liability insurance provided by the contractor shall conform to the following requirements:

(a) The contractor's insurance shall cover the contractor (and to the extent its subcontractors and sub-subcontractors are not otherwise insured), for those sources of

12D(10)

liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

(b) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

13. **Coordination of Work**. The Grantee shall coordinate its work on the Property with the Grantor or its designee in such a manner as to minimize interference with ingress, egress and access to the school site and shall cause any contractor performing any work on the Property on behalf of the Grantee to be responsible for safety precautions and programs ensuring safety of all persons and property affected by the work, particularly students and staff members of the Grantor located on the Property or the adjacent school site.

14. **Notice and General Condition**.

All notices which may be given pursuant to this Temporary Construction Easement, except notices for meetings provided for elsewhere in this instrument, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

Grantee:

Robert Pushkin, City Manager

1666 Kennedy Causeway, Suite 700

North Bay Village, FL 33141

Copy to:

Yvonne Hamilton, City Clerk

1666 Kennedy Causeway, Suite 700

North Bay Village, FL 33141

12D(11)

Copy to:

Samuel Zamacona, Jr., E.I, PWD

1666 Kennedy Causeway, Suite 700

North Bay Village, FL 33141

Grantor:

Superintendent of Schools

The School Board of Miami-Dade County, Florida

1450 N.E. 2nd Avenue, Room 912

Miami, Florida 33132

Copy to:

School Board Attorney

1450 NE 2nd Avenue, Room 430

Miami, Florida 33132

Phone: (305) 995-1304

Fax: (305) 995-1412

15. **Counterparts Clause.**

This instrument may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

16. **Enforcement of Agreement; Attorney's Fees and Venue**.

In the event that either Party is required to enforce this Temporary Construction Easement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including attorneys' fees and costs, of trial, or appellate proceedings. Venue shall be in Miami-Dade County, Florida.

17. **Severability**.

If any item or provision of this Temporary Construction Easement is held invalid or unenforceable, the remainder of the instrument shall not be affected and every other term and provision of this instrument shall be deemed valid and enforceable to the extent permitted by law.

12D(12)

18. **Inspector General.**

The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all School Board agreements. Consequently, the Grantee hereby acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections and reviews, including, but not limited to the authority of the SBOIG to access the Grantee's, its legal representatives' and contractors' records and their obligation to make those records available upon request. The Grantee shall incorporate this clause into every agreement relating to this Temporary Construction Easement.

19. **Sovereign Immunity.**

None of the provisions contained in this instrument shall be construed as a waiver of sovereign immunity by either the Grantor or Grantee.

Temporary Construction Easement

IN WITNESS WHEREOF, The School Board of Miami-Dade County, Florida, and the City of North Bay Village have caused this Temporary Construction Easement to be entered into and to be effective on the date hereinabove written.

Signed, sealed and delivered in the presence of:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

GRANTOR
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Solomon C. Stinson, Chair
Date: _____

Attest: _____
Alberto M. Carvalho, Secretary
Date: 8/31/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board Attorney
Date: 8/31/2010

12D(13)

Temporary Construction Easement

Signed, sealed and delivered in the presence of:

Sign Name: _____

Print Name: G. A. KAWR

Sign Name: _____

Print Name: Robert Pushkin

GRANTEE
CITY OF NORTH BAY VILLAGE

By: _____
City Mayor

Date: 8-24-10

Attest: _____
City Clerk

Date: 8/24/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
City Attorney

Date: 8/20/2010

12D(1H)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24th day of August, 2010, by _____, and Oscar Alfonso as Mayor and City Clerk, respectively, of the **City of North Bay Village,** a political subdivision of the State of Florida, [X] who are personally known to me or [ ] who has/have produced _____ as identification and did/did not take an oath.

Dionisia Drewry Fecht
Notary Public

_____
Serial Number

DIONISIA DREWRY-FECHT
print name

DIONISIA DREWRY FECHT
Notary Public - State of Florida
My Commission Expires Jul 1, 2011
Commission # DD 689268
Bonded Through National Notary Assn.

12D(15)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 31 day of August, 2010, by DR. SOLOMON C. STINSON and ALBERTO M. CARVALHO, as Chair and Secretary, respectively, of **The School Board of Miami-Dade County, Florida,** a body corporate and politic, [x] who are personally known to me or [ ] who have produced _____ as identification and who did/did not take an oath.

Sandra Johnakin
Notary Public

Sandra Johnakin
Print name

Serial Number

SANDRA JOHNAKIN
Notary Public, State of Florida
My Comm. expires July 5, 2013
No. DD889447
Bonded thru Arthur J. Gallagher & Co.

12D(16)

EXHIBIT "A"

TO

TEMPORARY CONSTRUCTION EASEMENT

12D(17)

SKETCH & DESCRIPTION FOR:

Exhibit "A"

10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Tract B, FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 53, Page 65, of the Public Records of Miami–Dade County, Florida, described as follows:

A 10 foot strip of land for an Easement being 5 feet of each side of the following described centerline:

COMMENCE at the northwest corner of said Tract B, thence S01°37'08"E, along the west line of said Tract B, 43.76 feet to the POINT OF BEGINNING of said centerline; thence S46°10'59"E, 19.30 feet; thence S01°18'36"E, 202.65 feet; thence S03°09'46"E, 169.17 feet; thence S50°58'30"W, 14.21 feet; thence S01°18'36"E, 124.95 feet; thence S46°18'36"E, 26.81 feet; thence N88°41'24"E, 98.24 feet; thence S46°37'12"E, 14.21 feet; thence S01°37'02"E, 18.23 feet to the POINT OF TERMINATION of said centerline, said point being on the north line of the plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 57, Page 6, of the Public Records of Miami–Dade County, Florida.

Side lines of said 10 foot Easement are to be prolonged or shortened to coincide with west line of said Tract B and the north line of said plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND to form a continuous strip of land.

Said lands situate and being in North Bay Village, Miami–Dade County, Florida and containing 6,878 square feet, 0.16 acres, more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
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5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: ℄ = Centerline; L.B. = Licensed Business; M.D.C.R. = Miami–Dade County Records; P.B. = Plat Book; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; P.L.S. = Professional Land Surveyor.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J–17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 11/18/2010

DAVID ERIC BREAUX JR., P.L.S.
Florida Registration No. 5957
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS
ADD EASEMENT SQUARE FOOTAGE – 04/15/2010 (M.M.K.)
REVISE EASEMENT LOCATION – 11/18/10 (D.E.B.)

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com

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JOB #:	5662-17
SCALE:	1" = 100'
DATE:	04/09/2010
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET 1	OF 2

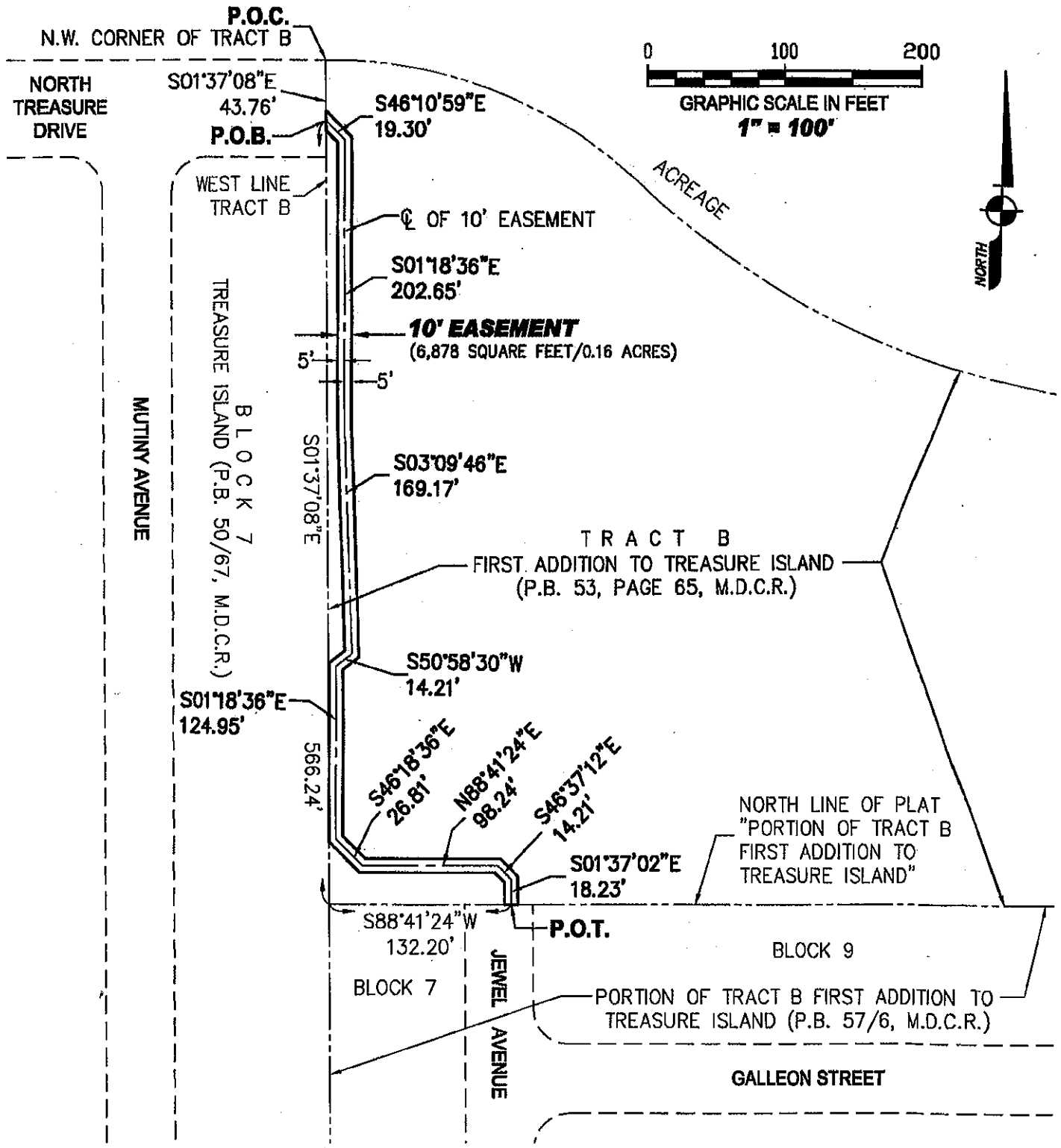
12D(18)

SKETCH & DESCRIPTION FOR:

Exhibit "A"

10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA



REVISIONS
ADD EASEMENT SQUARE FOOTAGE – 04/15/2010 (M.M.K.)
REVISE EASEMENT LOCATION – 11/18/10 (D.E.B.)

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AVIROM & ASSOCIATES ESTABLISHED 1961

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JOB #:	5662-17
SCALE:	1" = 100'
DATE:	04/09/2010
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET 2	OF 2

12D(19)

Office of Superintendent of Schools
Board Meeting of May 12, 2010

May 3, 2010

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: **AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND FOR THE CHAIR AND SECRETARY TO EXECUTE:**

1. **A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE CITY OF NORTH BAY VILLAGE (CITY) IN ORDER TO ALLOW THE CITY TO ACCESS A PORTION OF THE TREASURE ISLAND ELEMENTARY SCHOOL (SCHOOL) PLAYFIELD, LOCATED AT 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, TO INSTALL A UTILITY MAIN ALONG A PORTION OF THE SCHOOL; AND**

2. **A PERMANENT GRANT OF EASEMENT WITH THE CITY FOR THE UTILITY MAIN**

COMMITTEE: **FACILITIES AND CONSTRUCTION REFORM**

LINK TO STRATEGIC FRAMEWORK: **FINANCIAL EFFICIENCY/STABILITY**

Background

The City of North Bay Village (City) is currently replacing its old sewer force main pipe with a new 16-inch sewer force main system. To facilitate this work, the City recently approached the District with a request to install the main along a portion of the Treasure Island Elementary School (School) campus, located at 7540 East Treasure Drive. The area in question is generally located along the extreme western boundary of the School campus and measures approximately 10 feet wide by 674.7 feet long (approximately 6,747square feet).

Additional Information

According to the City, installing the main along a portion of the School campus, as described above, rather than entirely within the adjacent public right-of-way, is expected to reduce the overall length of the pipe by approximately 500 feet, minimize impact to the community and reduce the City's project costs by over $70,000. To accomplish the work, the City is requesting that the Board consider granting two easements:

1. a temporary construction easement to provide site access for construction activities; and
2. a permanent utility easement to allow future maintenance of the main, as necessary (see location map).

12D(20)
F - 3

The City has advised that the area necessary for temporary construction activities is the same as the area of the proposed permanent easement. As such, the legal description of both easement areas is the same. The work will be accomplished at the sole cost and expense of the City and will be confined to the temporary construction easement area. All on-site construction activities will be coordinated with the School principal and other District staff to minimize disruption during School hours. The City will initiate the work during the summer, and anticipates completing the work on the School site within two weeks from commencement. Once completed, the area of work will be restored to a condition as good or better as currently exists.

The School principal and Region II Superintendent have advised that the City has maintained a long-standing and mutually beneficial relationship with the School, with the City providing support to the School through the funding of a DARE Officer assigned to the School, a custodial supervisor for after school activities in the School's athletic field and School use of an adjacent City owned Tot-Lot. Given the above, the Principal and Region II Superintendent recommend that the District provide the City with the proposed temporary construction easement and permanent utility easement. Terms and conditions of the proposed easements are, substantially, as follows:

Temporary Construction Easement

- the easement area shall only be used by the City to facilitate access to, and installation of, the utility line, as well as for the temporary storage of equipment and materials related to the work;

- the easement shall terminate 90 days following completion of construction activities or one year from execution of the agreement, whichever occurs first;

- upon completion of the work, the City shall assure that the site is in compliance with all applicable building, safety and health codes, and shall restore the site to the same or better condition as existed before construction;

- the City shall create a safety buffer zone by installing and maintaining a temporary fence during the term of this agreement, which shall separate the easement area from the balance of the School site;

- the City and the contractor doing the work shall indemnify the Board from all liability, and the Board shall be named as an additional insured on the contractor's insurance policy; and

- the City shall coordinate its on-site work with District staff in such a manner as to minimize interference with ingress, egress and access to the School site, and shall require its contractor to implement appropriate safety precautions during the work.

The proposed Temporary Construction Easement consists of approximately 6,747 square feet or 0.15 acres, more or less. The area is legally described in Exhibit "A" attached hereto.

12D(21)

Permanent Utility Easement

- the site shall only be used for the installation and operation of sewage transmission facilities, and may not be used for the installation of such things as electrical power transmission lines or cell towers;

- in the event the City discontinues its use of the utility main, all rights granted to the City under the Permanent Utility Easement shall cease;

- the District may construct, use and maintain paved walkways, driveways and landscaping over this area. In the event the City impacts these improvements as a result of its maintenance activities, it shall replace same at its sole cost and expense; and

- the City shall coordinate repairs within the site with School staff in such a manner as to minimize interference with ingress, egress and access to the School site, and shall require its contractor to implement appropriate safety precautions during the work.

The proposed Permanent Utility Easement consists of approximately 6,747 square feet or 0.15 acres, more or less. The area is legally described in Exhibit "B", attached hereto.

The Principal of Treasure Island Elementary School, Regional Center II Superintendent, and Office of School Facilities recommend the granting of both the proposed Temporary Construction Easement and Permanent Utility Easement. Both documents will be reviewed and approved by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and for the Chair and Secretary to execute:

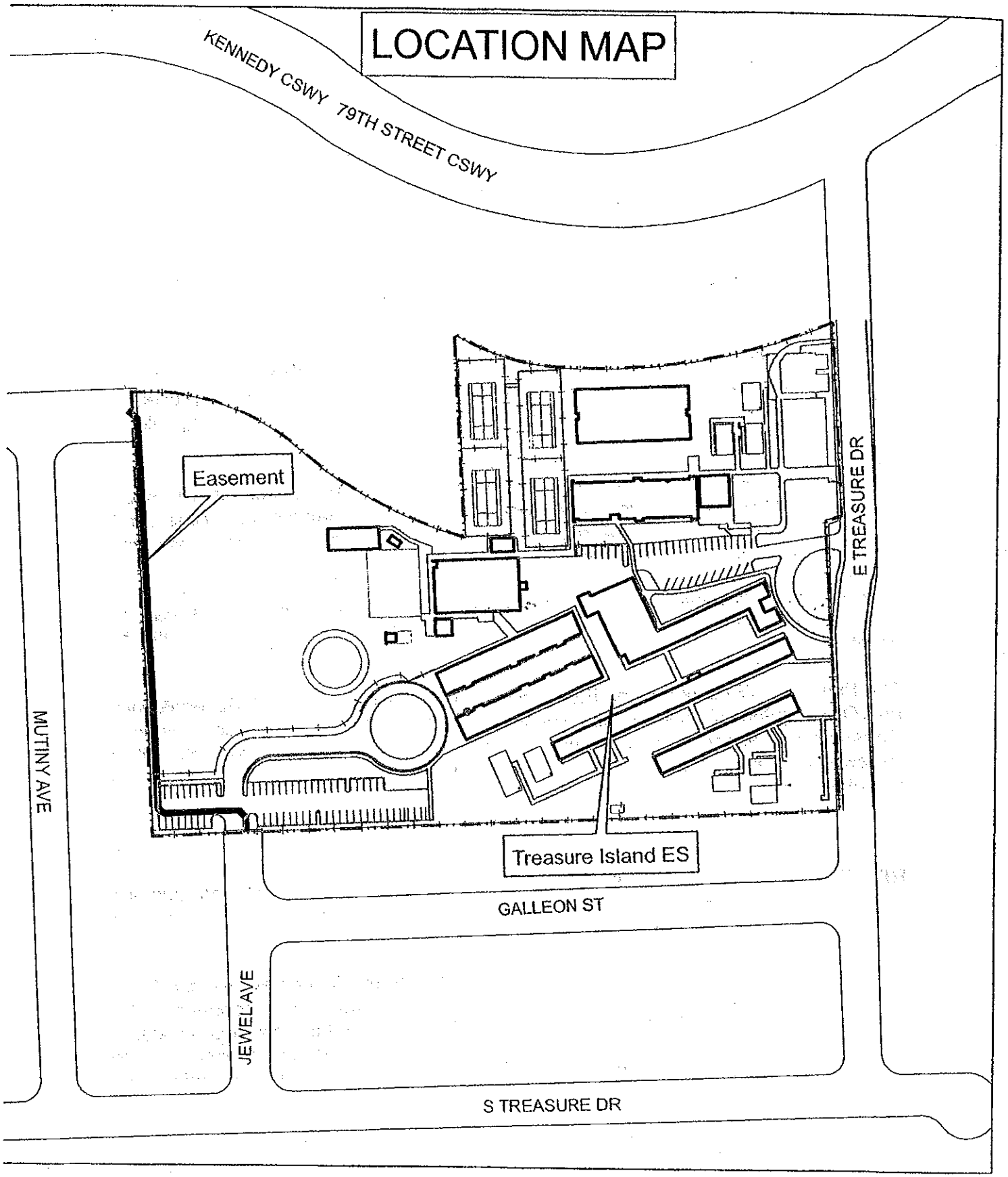
1) a Temporary Construction Easement Agreement with the City of North Bay Village in order to allow the City to access a portion of the Treasure Island Elementary School playfield, located at 7540 East Treasure Drive, North Bay Village, to install a utility main along a portion of the School, in substantial conformance with the terms and conditions described above; and

2) a Permanent Grant of Easement with the City for the utility main, in substantial conformance with the terms and conditions described above.

RL:

12D(22)

LOCATION MAP



N

Not to Scale

12D(23)

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:
10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

LAND DESCRIPTION:

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A 10 foot strip of land for an Easement being 5 feet of each side of the following described centerline:

COMMENCE at the northwest corner of said Tract B, thence S01°37'08"E, along the west line of said Tract B, 51.76 feet to the POINT OF BEGINNING of said centerline; thence S46°10'59"E, 16.61 feet; thence S01°18'36"E, 508.24 feet; thence S46°18'36"E, 14.14 feet; thence N88°41'24"E, 103.29 feet; thence S46°37'12"E, 14.21 feet; thence S01°37'02"E, 18.23 feet to the POINT OF TERMINATION of said centerline, said point being on the north line of the plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 57, Page 6, of the Public Records of Miami-Dade County, Florida.

Side lines of said 10 foot Easement are to be prolonged or shortened to coincide with west line of said Tract B and the north line of said plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND to form a continuous strip of land.

Said lands situate and being in North Bay Village, Miami-Dade County, Florida.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
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CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 4/9/2010

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
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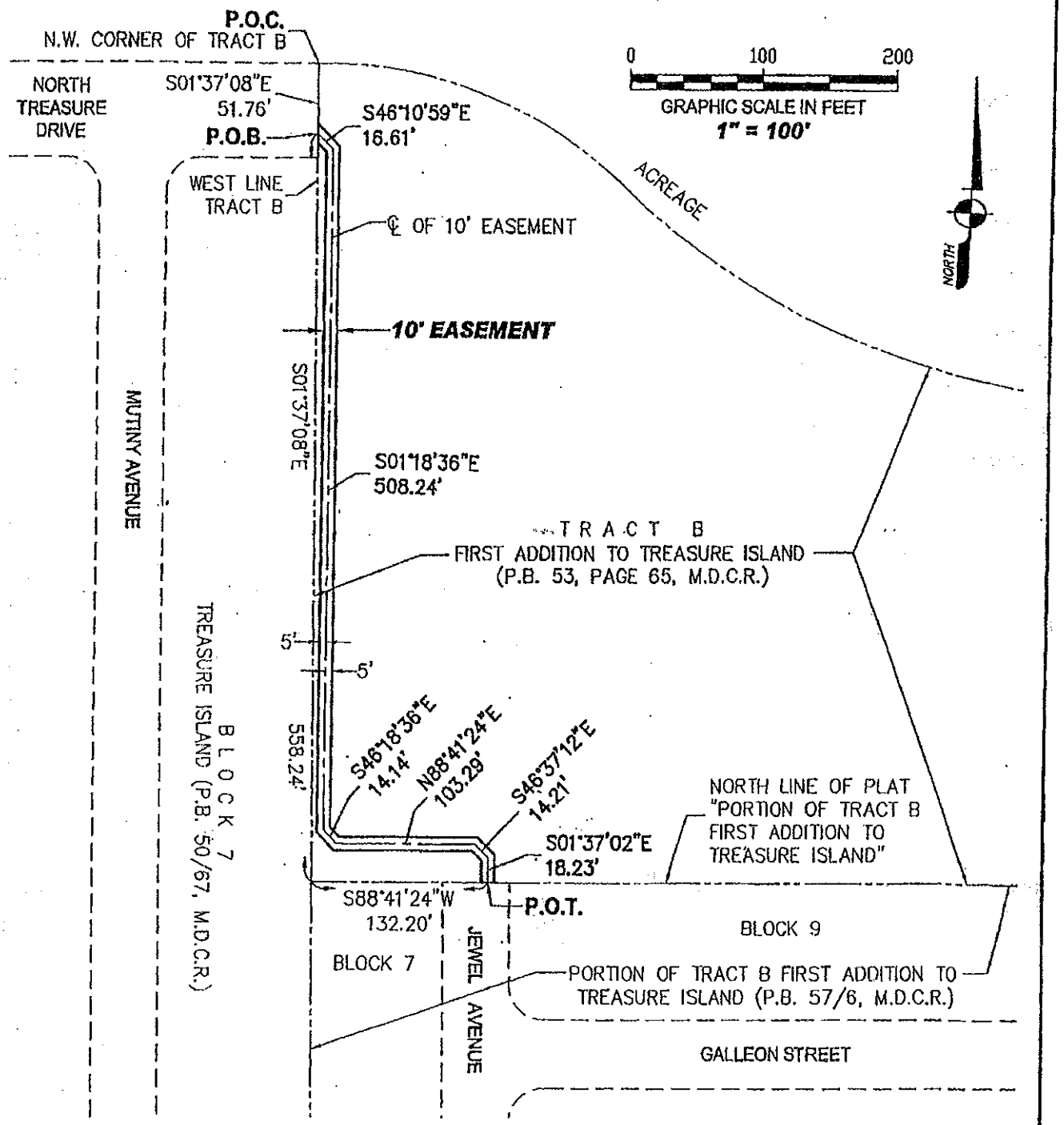
JOB.#:	5662-17
SCALE:	1" = 100'
DATE:	04/09/2010
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET 1	OF 2

12D(24)

SKETCH & DESCRIPTION FOR:

10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA



REVISIONS		
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12D(25)

EXHIBIT "B"

SKETCH & DESCRIPTION FOR:
10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

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SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
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CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J–17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 4/9/2010

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Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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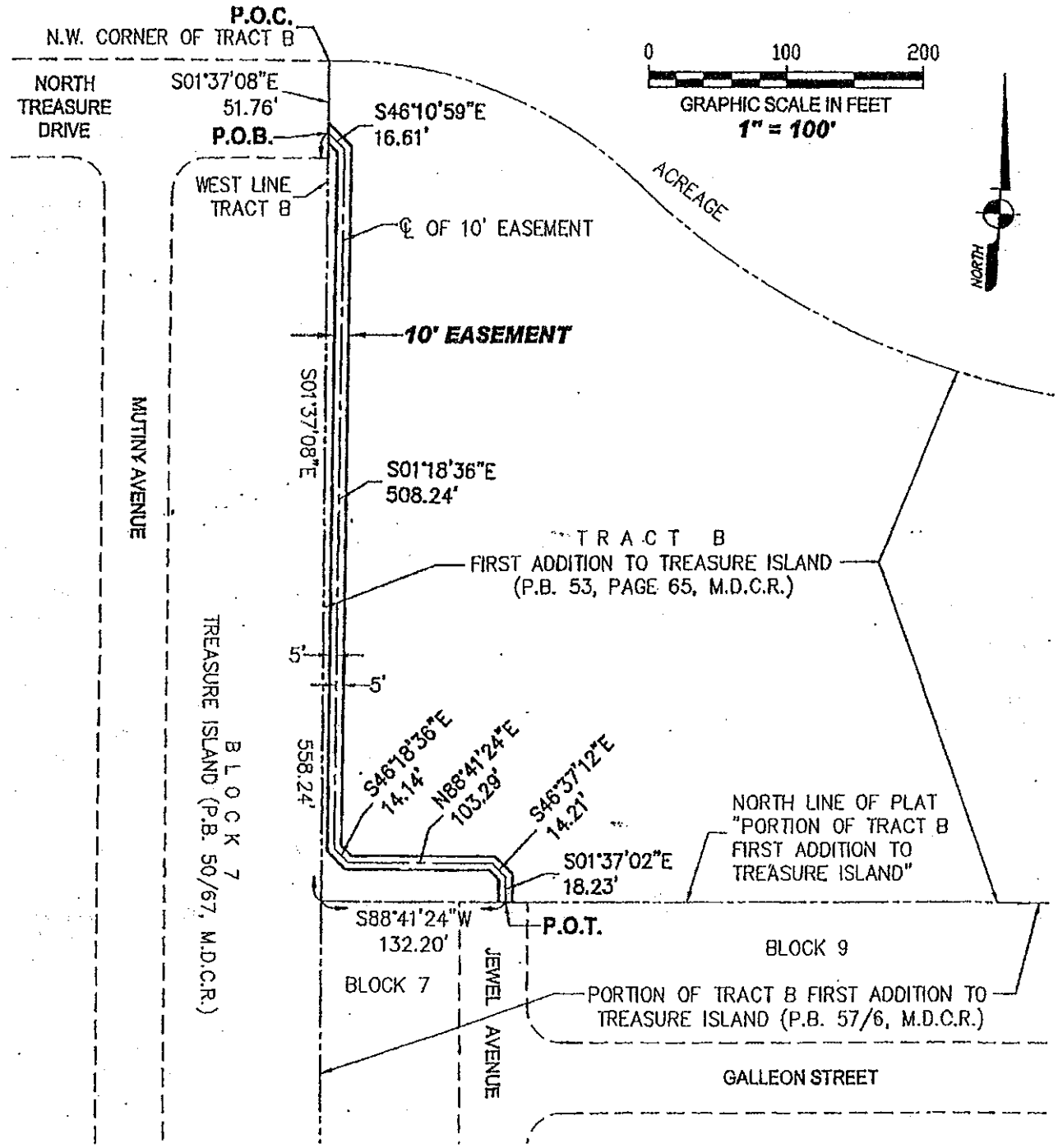
JOB #:	5662-17
SCALE:	1" = 100'
DATE:	04/09/2010
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET 1	OF 2

12D(26)

SKETCH & DESCRIPTION FOR:

10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA



REVISIONS		
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12D(27)

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

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **February 11, 2014**

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager

PRESENTED BY STAFF: **Bert Wrains, CGFO Finance Director**

SUBJECT: Budget Amendment- Building Permit Revenue and Expenditures

RECOMMENDATION:

It is recommended that the Village Commission approve the FY 2014 budget amendment that will:

1. Increase the Building Permit revenues for FY 2014
2. Increase the Building Department expenditures for FY 2014

BACKGROUND:

Revenue

The Village's FY 2014 budget was prepared with the revenue projects prepared by the Finance Department. These projections are based on past history as well as current information about new construction projects for the 12 month of FY 2014

12E(1)

budget year. The revenue from building permits over the past 3 years has been averaging around $240,000 per year. This most recent year FY 2013 was budgeted at $162,000 but the actual was $348,000. This included $170,585 for the first phase of the "BLU" Development. The approved FY 2014 Building Permit Revenue is $376,340.The Blu Development, has been fully approved and the permits have been fully paid at this time. Their permit fees paid in FY 2014 is $318,062.

There may be some small permits by some of their subcontractors. The building permit fees paid by BLU totaled $488,677 over 2 fiscal years.

The Village's building permit fees collected from all other permits for the first 3 months of FY 2014 totaled $ 78,858. The grand total building department revenues through December 2013 is $ 396,920 vs. the Adopted Budget of $376,370. If the Village experiences the normal volume of non major development permits as we have experienced in prior years then the projected FY 2014 revenue should be a minimum of $530,000.

FY 2014 Budget	
Actual Permit Revenue through December 2013	$396,920
Budgeted FY 2014 Building Permit Revenue & Expenditure	$376,370
Revised Projection through September 30, 2014	$496,370
Net increase in FY 2014 Budget	$120,000

Expenditures

The Village currently has a contract with CAP Government Inc. to perform the building permit review and inspections services. The Village building department staffing is one clerical employee. The current Village clerical operations are in need of additional staff and supplies to assist with the increased building permit activity. The electronic records retention is also in need of additional funding. These 3 areas of administrative needs can be resolved with an additional $36,000 of approved administrative expenditures.

The Village pays CAP Government, Inc. a fee to perform the permitting and inspection functions and their fees are based on a percentage of the building permit revenue. If the budgeted FY 2014 Revenues are increased by $120,000, CAP will receive an additional $84,000 and the Village's administrative expense budget can be increased $36,000. Florida Statutes (FS 553) requires that funds generated by

12E(2)

building permit fees are utilized to support building department costs for plans review and inspections as well as administrative costs of the building department.

FINANCIAL IMPACT:

Increase the FY 2014 Building Department budget by $120,000. This will provide an increase in both revenues and expenditures.

BUGETARY IMPACT:

The recommended increase in revenues is:

Building Permits Fees	11.000.322.3221	$100,000
Electrical Permits Fees	11.000.322.3222	$ 15,000
Mechanical Permits Fees	11.000.322.3225	$ 5,000
TOTAL Revenue Increase		$120,000

The recommended increases in expenditures are:

Professional Services - CAP	11.025.524.5316	$ 84,000
Personnel expenses	11.025.524.5120	$ 24,000
Operational supplies	11.025.524.5550	$ 4,500
Records retention Services	11.025.524.5316	$ 7,500
TOTAL Expenditure increase		$120,000

PERSONNEL IMPACT:

This will provide funding in the Building Department for one part time staff to assist with the permitting and records retention functions.

12E(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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2014 BUDGET TO INCREASE THE BUILDING DEPARTMENT PERMIT REVENUES AND INCREASE THE EXPENDITURES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

12E(4)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2014 BUDGET TO INCREASE THE BUILDING DEPARTMENT PERMIT REVENUES AND INCREASE THE EXPENDITURES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

WHEREAS, the Village Budget for Fiscal Year October 1, 2013 through September 30, 2014 was adopted on November 12, 2013; and ("FY 2014"); and\

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

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

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

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

Section 2. Budget Amendment. The annual budget for Fiscal Year October 1, 2013 through September 30, 2014 is amended as set forth herein.

FY 2014 Budget	
Actual Permit Revenue through December 30 2013	$396,920
Budget FY 2014 Building Permit Revenue & Expenditure	$376,370
Revised Projection through September 30, 2014	$496,370
Net increase in FY 2014 Budget	$120,000

BUGETARY IMPACT:

12E(5)

The recommended increase in revenues is:

Building Permits Fees	11.000.322.3221	$100,000
Electrical Permits Fees	11.000.322.3222	$ 15,000
Mechanical Permits Fees	11.000.322.3225	$ 5,000
Total Revenue Increase		$120,000

The recommended increases in expenditures are:

Professional Services-CAP	11.025.524.5316	$ 84,000
Personnel expenses	11.025.524.5120	$ 24,000
Operational supplies	11.025.524.5550	$ 4,500
Records retention Services	11.025.524.5316	$ 7,500
Total Expenditure increase		$120,000

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of February 2014.

_____
Connie Leon-Kreps, Mayor

ATTEST:

12E(6)

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-2013-2014 Building Department Permit Budget Amendments.

12E(7)

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RECOMMENDATION MEMORANDUM

DATE: **January 28, 2014**

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

RECOMMENDED BY STAFF/COMISSIONER:
Jenice Rosado, HR Director

PRESENTED BY STAFF:
Frank Rollason, Village Manager

SUBJECT: Health Insurance for Elected Officials

RECOMMENDATION:

It is recommended that the Commission approve that members of the Commission have the ability to participate (at full premium cost to the elected official) in the Village Health Insurance Plan.

BACKGROUND:

Currently, the only persons participating in the Village's health insurance are Village employees. The Village pays 100% of employee coverage and 60% of the dependent health coverage. A few of the elected officials have inquired with HR about participation in the past. HR has polled surrounding cities and found that most cities allow their elected officials to participate at their full cost on their health insurance plans. Therefore, the HR department has contacted our broker, Charles Citrin and has requested that they reach out to our plan provider NHP / UHC to see if they will allow the participation of Village elected officials in our health plans with the stipulation that the official pay the full premium cost without any contribution on behalf of the Village.

12F(1)

This exception is required because our Village Charter precludes that the Village pay for the elected official's health insurance. NHP / UHC through our broker, has relayed to us that they (NHP/UHC) will allow this new category (elected officials) to enroll in our health plans if they so desire. This acknowledgement from NHP/UHC allows the Village to extend the offer to each elected official to participate in our health plan if they pay the full premium cost if the commission approves this request. Since our open enrollment occurred on October 1, 2013, any elected official wishing to join now will need to adhere to the qualifying event guidelines. With commission approval of this request any Village elected official who may be interested in joining our plans is directed to visit Jenice for further details.

FINANCIAL IMPACT:

No cost to the Village. Full health premiums to be paid by each Village official;
See attached enrollment spreadsheet for plan details and full premium cost. Elected official to make payment to the Village prior to the Village making payment to provider to keep coverage in effect.

BUDGETARY IMPACT (Finance Dept):

None

PERSONNEL IMPACT:

None

12F(2)

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MEMORANDUM
North Bay Village

DATE: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ELECTED OFFICIALS TO PURCHASE HEALTH INSURANCE THROUGH THE VILLAGE HEALTH INSURANCE PROGRAM; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

12F(3)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ELECTED OFFICIALS TO PURCHASE HEALTH INSURANCE THROUGH THE VILLAGE HEALTH INSURANCE PROGRAM; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

WHEREAS, North Bay Village provides certain fringe benefits inclusive of health insurance to its employees; and

WHEREAS, Article 9, Section 9.09 of the Charter of North Bay Village prohibits the Village from paying for the cost of health insurance for elected officials without the approval of the electorates; and

WHEREAS, the Commission of North Bay Village is desirous of allowing elected officials to participate in the group health insurance program for the Village by purchasing the health insurance and paying all premiums under the same terms and conditions as is offered to other employees.

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. **Participation in Village's Health Insurance Program:** Members of the Commission of North Bay Village are authorized to participate in the Village's Health Insurance Program and pay all costs associated with enrollment.

Section 4. **Authorization of Village Officials.** The Village Manager and/or his/her designee are authorized to take all actions necessary to enroll members of the Commission in the Village's Health Insurance Program in accordance with the regulations set forth by the insurance carrier.

12F(4)

Section 6. **Authorization of Fund Expenditure.** The Village Manager is authorized to expend the budgeted funds for the purposes set forth herein.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of February 2014.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk

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

12F(5)

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

North Bay Village Resolution: Elected Officials Purchase of Health Insurance.

12F(6)

12F(1)

North Bay Village- Health Election / Elected officials enrollment form

Elected Official's Name: _____ **Today's Date:** ___/___/___

HEALTH

Benefits	Option 1: NHP DVD (no referral needed)	Option 2: NHP DV7 (no referral needed)	Option 3: UHC FXS-P(no referral needed)
Office Copay (PCP/SPC)	$15 / $25 per visit	$25 / $45 per visit	$25 / $50 per visit
Other Copays (IP/ER/UC)	$250/day x 5 day max /$100 /$50	Pay deductible + $250/ $200 /$50	Pay deductible/$75/$200
Deductible (in network/out net)	$0 / $500 (individual coverage) $0 / $1,000 (family coverage)	$1,500/$3,000 (individual coverage) $3,000 / $6,000 (family coverage)	$1,000/$2,000 (individual coverage) $3,000 / $6,000 (family coverage)
Coinsurance	100%	100%	100%
Pharmacy (gen / brand / non form / inject)	$10/$35/$50 /20%	$20/$40/$60/20%	$10/$35/$60/20%
MONTHLY COST (FULL PREMIUM)	ELECTED ONLY ($737.40) ☐ ELECTED & SPOUSE ($1,526.41) ☐ ELECTED & CHILD ($1,386.32) ☐ ELECTED & FAMILY ($2,341.27) ☐	ELECTED ONLY ($578.51) ☐ ELECTED & SPOUSE ($1,197.51) ☐ ELECTED & CHILD ($1,087.60) ☐ ELECTED & FAMILY ($1,836.78) ☐	ELECTED ONLY ($708.82) ☐ ELECTED & SPOUSE ($1,467.26) ☐ ELECTED & CHILD ($1,332.58) ☐ ELECTED & FAMILY ($2,250.50) ☐

I hereby agree to pay the Village the full health insurance premium cost for participation on my elected plan. I understand that I will not be able to change my selection until open enrollment held in October of next year

Elected Official's Signature: _____ **Date:** ___/___/___

SIGN ONLY IF WAIVING COVERAGE: I have been offered the above insurance coverage and I hereby waive my right to enroll at this time. I understand that by signing the below I will not be able to enroll until next year at open enrollment and could be subject to pre-existing status.
ELECTED OFFICIAL'S SIGNATURE: _____ **DATE:** ___/___/___

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RECOMMENDATION MEMORANDUM

DATE: **February 11, 2014**

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

RECOMMENDED BY STAFF/COMISSIONER:
Mayor Connie Leon-Kreps

PRESENTED BY STAFF:
Frank K. Rollason
Village Manager

SUBJECT: **CAP Agreement and Confirmation of Raul Rodriguez as Building Official and Rodney Carrero Santana as Public Works Director.**

RECOMMENDATION:

It is recommended that the Village Commission approve the attached contract with CAP government which will establish permanency with CAP government for their building and permitting services, as well as confirm Mr. Raul Rodriguez as permanent Chief Building Official and Mr. Rodney Carrero-Santana (retained through CAP) as permanent Public Works Director.

BACKGROUND:

On October 23, 2012, the prior Village Manager, Dennis Kelly entered into an "Interim" agreement with CAP to provide building and permitting services to the Village. Furthermore, Village Manager Kelly also hired Mr. Raul Rodriguez as Interim Building Official and through CAP, also retained Mr. Rodney Carrero-Santana as Interim Public Works Director.

12GU

During this time, CAP, Raul Rodriguez and Rodney Carrero-Santana have performed their duties very well, and we are very pleased with their administration of these services. During my time as Village Manager, I have reviewed the existing contract with CAP and recommend that we revise section four "compensation" so that funding for certain permitting fees are spaced out throughout the term of the contract and not provided to CAP all on the front end. This separation of payment for the building and permitting fees will ensure that only those funds due to CAP for their current services are released while those funds due to CAP for future services are not released until the work is actually performed. Therefore, it is my recommendation that the Commission approve the attached contract permanently appointing CAP as the provider of our building and permitting services, confirm the appointment of Raul Rodriguez as permanent Chief Building Official and confirm the appointment of Rodney Carrero Santana as permanent Public Works Director.

The contract shall become effective once signed and can be terminated by the Village upon 30 days prior notice to CAP.

FINANCIAL IMPACT:

The new payment schedule listed on section 4 (compensation) ensures that the Village releases the payments for building and permitting fees in a fashion that ensures that only those services performed will receive payment. Thereby, allowing the Village to retain funds to complete and pay for inspections in the case that CAP's services are terminated in the middle of a project.

BUDGETARY IMPACT (Finance Dept):

The only budgetary impact is that the Public Works Director position was budgeted as an employee with fringe benefits and now the service will be provided via the CAP Agreement. Mr. Rodney Carrero-Santana will NOT be an employee of the Village and the services will be paid from budget line item 30.030.533.5316, Professional Services. The FY 2014 Budget for this position is a total of $148,717. This includes wages, FICA, retirement, health and workers compensation coverage.

The Proposed rate from CAP for this position is $85 per hour and includes related expenses. The Public Works Director has been and will continue to work part time on an hourly basis. The budget funds will cover these services up to about 30 to 33 hours per week.

If this contractual agreement is approved which provide for the Public Works Director services to be provided by CAP, a budget amendment will be brought back for Commission's approval to move the funding from personnel cost to professional services costs.

12G(2)

PERSONNEL IMPACT:

CAP will continue to provide building and permitting services and staff permanency will be achieved by removing the interim titles of the Public Works Director and Building Official.

12G(3)

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MEMORANDUM
North Bay Village

DATE: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH C.A.P. ENGINEERING CONSULTANTS, INC. FOR THE PURPOSE OF PROVIDING BUILDING & PERMITTING SERVICES; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

12G(4)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH C.A.P. ENGINEERING CONSULTANTS, INC. FOR THE PURPOSE OF PROVIDING BUILDING & PERMITTING SERVICES; SETTING AN EFFECTIVE DATE; SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

WHEREAS, the Village engaged the services of C.A.P. Engineering Consultants, Inc. to provide Building Department Services on an interim basis; and

WHEREAS, the Village Manager has negotiated with C.A.P. Engineering Consultants, Inc. to provide all building, zoning, and engineering inspections and plan review services for structural, plumbing, electrical, and mechanical requirements as contained in the Florida Building Code, the Miami-Dade County Code, and the Village Code; and

WHEREAS, the Village Manager has recommended approval of said agreement.

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

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

12G(5)

Section 2: **Approval of Agreement.** The agreement between North Bay Village and C.A.P. Engineering Consultants for the purpose of providing the Village with professional Building Department services on a permanent basis 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. **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 4. **Authorization of Fund Expenditure.** The Village Manager is authorized to expend the necessary funds for implementation of this agreement.

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

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

PASSED AND ADOPTED this 11th day of February 2014.

_____
Mayor Connie Leon-Kreps

12G(6)

Attest:

_____

Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM:

_____

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

North Bay Village Resolution: CAP Engineering-Building Department Services

12G(7)

CONTRACT BETWEEN

NORTH BAY VILLAGE

AND C.A.P. GOVERNMENT, INC. FOR

BUILDING AND PERMITTING SERVICES

THIS AGREEMENT is made and entered into this day _____ of_____ 2014, by and between North Bay Village, ("Village") a Florida municipal corporation, and C.A.P. Government, Inc., ("CAP"), a Florida corporation.

NOW THEREFORE, the parties agree to the following:

1. PURPOSE / AUTHORIZATION

1.1. The purpose of this Agreement is to provide for the engagement of CAP by the Village to perform Building and Permitting Services and other duties as described in section 2, Scope of Services, below.

1.2. In performing all services it is understood that all CAP employees, while performing services for the Village shall report to the Village's Building Official to ensure that services are provided in a coherent and uniform process.

1.3. Notwithstanding the provisions of Paragraph 1.2, in the absence of the Building Official, CAP employees assigned to the Village shall report to the Village Manager or his designee.

2. SCOPE OF SERVICES

2.1. CAP shall provide the services to the Village specified in the Scope of Services listed in Exhibit 1, attached and incorporated into this Agreement.

2.2. CAP shall provide Additional Services not otherwise specified in the Scope of Services as may be requested in writing by the Village Manager at the rates specified in the Additional Services listed in Exhibit 2, attached and incorporated into this Agreement.

2.2.1 CAP shall provide Mr. Rodney Carrero-Santana, PE or another professional engineer acceptable to the Village, to serve and perform the duties of the Village Public Works Director. This individual will be responsible to monitor and supervise all of the duties and mission of the Village Public Works Department. Likewise, when requested by the Village, CAP shall provide a Public Works Supervisor.

3. VILLAGE RESPONSIBILITIES

3.1. The Village shall provide a Building Official employed by the Village.

3.2. The Village shall provide badges or photo identification for CAP employees, which shall be worn by CAP employees at all times while conducting official Village functions.

3.3. The Village shall provide workspace, furniture, computer software and hardware, email accounts, fax line and telephones (in office) for all administrative staff, inspectors and plan examiners provided by CAP to perform the services required by this Agreement.

12G(8)

3.4. The Village shall be the records custodian for all Building Department records.

4. COMPENSATION

4.1. For all Building and Permitting Services provided by CAP as described in Section 2 of this Agreement, the Village shall pay CAP a monthly fee equal to Seventy (70%) percent of all Building and Permitting Fees collected. This fee excludes zoning, planning, impact fees and other non-building department type fees that may be collected as part of the processing of a Building Department application. The Village shall retain the balance of the Building and Permitting Fees not paid to CAP.

4.2. For any Additional Services provided by CAP, the Village shall pay CAP at the hourly rates shown on Exhibit 2 to this Agreement.

4.3. The Village shall pay CAP monthly based on the Building and Permit Fees collected by the Village for the preceding month and according to the following schedule:

4.3.1 On Building and Permitting Fees collected on projects with permit fees of less than or equal to Seventy Five Thousand ($75,000.00) Dollars the Village shall pay CAP Seventy (70%) percent of all Building and Permitting Fees collected.

4.3.2 On Building and Permitting Fees collected on projects with permit fees of more than Seventy Five Thousand ($75,000.00) Dollars the Village shall pay CAP Seventy (70%) percent of all Building and Permitting Fees collected. However, the fees shall be paid based on the following payment schedule:

1. Fifty (50%) percent of the Seventy (70%) percent shall be paid upon the issuance of the Building Permit (ie.: the completion of the plans review process).
2. Forty (40%) percent of the Seventy (70%) percent shall be paid in equal monthly installments for the duration of the construction of the project (duration of the project will be determined by a mutual agreement between the Village and CAP);
3. The last Ten (10%) percent will be paid at the time of issuance of the Certificate of Occupancy or a certificate of completion or final inspection or abandonment, whichever is latest and applicable.

4.4. CAP shall submit an invoice to the Village within the first seven (7) calendar days of the month for those services provided in both Paragraphs 2.1 and 2.2 for the preceding month.

4.5. The Village shall pay CAP within 30 calendar days of approval of an invoice. If work under this Agreement is not performed in accordance with the terms hereof, the Village may withhold any payment due to CAP until such work is adequately completed. The Village will provide CAP with fifteen 15 days prior written notice in the event that it elects to exercise its right to withhold under this Paragraph.

5. RECORDS / RIGHT TO INSPECT / AUDIT

5.1. All original sketches, tracings, drawings, computations, details, design, calculations, plans, permits, work papers and all other documents and plans (collectively referred to as the "Records") that result from CAP providing services to the Village under this Agreement shall be the property of the Village, shall not be removed from the Village and shall be

12G(9)

stored at an area of Village Hall as may be designated by the Village Manager.

5.2. The Village Manager or his designee, shall, during the term of this Agreement, have access to, and the right to examine and audit, any business records of CAP involving transactions related to this Agreement during normal business hours upon five (5) days prior written notice.

5.3. CAP has the right to examine and audit any records of the Village regarding the permit collections and transactions related to this Agreement upon five (5) days prior written notice.

5.4. The Village may immediately terminate this Agreement should CAP refuse access by the Village Manager or his designee to any business records pertaining to work performed under this Agreement.

5.5. CAP shall comply with the provisions of Chapter 119, Florida Statutes (the Florida Public Records Act) and other applicable state and federal statutes and codes pertaining to access to building/permitting records, as well as applicable provisions for exemption from the public records laws of certain building/permitting records. CAP shall timely cooperate with the Village on responding to any public records requests received for building/permitting records to ensure the Village meets the requirements of Chapter 119, Florida Statutes.

6. INDEMNIFICATION

6.1. CAP shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with CAP's performance, errors, acts or omissions under any provision of this Agreement including, but not limited to, liabilities arising from contracts between CAP and third parties made pursuant to this Agreement, except to the extent the losses are caused by or arise solely out of any act or omission of the Village, its officers, agents and employees. CAP shall reimburse the Village for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with CAP's performance, errors, acts or omissions under this Agreement, except to the extent the losses are caused by or arise solely out of any act or omission of the Village, its officers, agents and employees.

6.2. CAP shall defend, indemnify and hold the Village harmless from all claims, including but not limited to claims presented to EEOC, FHRC and MDCEOC, losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local law.

6.3. The provisions of this section shall survive termination of this Agreement.

12G(10)

7. INSURANCE

7.1. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, standard professional liability insurance in the minimum amount of $1,000,000 per occurrence.

7.2. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, commercial general liability, including contractual liability insurance, in the amount of $1,000,000 per occurrence to protect it from claims for bodily and personal Injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the agreement, whether the operations be by CAP or by anyone directly employed by or contracting with CAP.

7.3. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, by any person providing services to the Village pursuant to this Agreement.

7.4. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, adequate worker's compensation insurance and employer's liability insurance as required by Chapter 440, Florida Statutes.

7.5. CAP shall maintain each of the required insurance policies throughout the term of this Agreement

7.6. CAP shall provide the Village with a current copy of each of the above insurance policies, and any renewals.

7.7. The underwriter of the insurance shall be qualified to do business in Florida, be Best rated A-S or better, and have agents upon whom service of process may be made in the State of Florida.

7.8. Policies shall contain waiver of subrogation against the Village, where applicable, and shall expressly provide that the policy or policies are primary over any other insurance the Village may have. All policies shall contain a "severability of interest" or "cross-liability" clause without obligation for premium payment by the Village.

7.9. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. CAP shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

7.10. The Certificates shall clearly indicate that CAP has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative, and shall include the Village as an additional insured.

12G(11)

8. TERM

This Agreement shall become effective on the date signed below by both parties and shall remain in effect until terminated as provided in Section 9.

9. TERMINATION

9.1. The Village Manager may terminate this Agreement at any time, without cause, upon 30 day's prior written notice to CAP, or such shorter times as may be specified throughout this Agreement.

9.2. CAP shall be entitled to payment for services rendered and approved by the Village Manager through the effective date of termination, provided that CAP has complied with the provisions of Paragraphs 9.4 and 9.5. CAP shall not be entitled to future lost profits, consequential or compensatory damages, or other costs or expenses. Upon receipt of written notice of termination, CAP shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Village Manager.

9.3. CAP may terminate this Agreement at any time by giving the Village written notice at least 60 calendar days prior to the effective date of termination.

9.4. In the event of termination of this Agreement, CAP shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CAP to the Village, or to any other person or entity the Village may designate, and to maintain during the period of transition the same services provided to the Village pursuant to the terms of this Agreement.

9.5. CAP will take all reasonable and necessary actions to immediately transfer all books, records and data of the Village in its possession in an orderly fashion to either the Village or its designee, in a hard copy and electronic format.

9.6. The rights and remedies of the Village specified in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. ENTIRE AGREEMENT / MODIFICATION / AMENDMENT

10.1. This writing contains the entire agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.2. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

11. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

12G(12)

12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising under or related to this agreement shall be in Miami-Dade County, Florida.

13. WAIVER

The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

14. NOTICES / AUTHORIZED REPRESENTATIVES

Any notices required or permitted by this agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, or by registered or certified mail with postage prepaid, return receipt requested, addressed to the parties at the following addresses:

For the Village:

Frank Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Tel: (305) 756-7171
Fax: (305) 756-7722

For CAP:

Carlos A. Penin, PE
President
CAP. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134
Tel: (305) 448-1711
Fax: (305) 448-1712

With a copy to: Village Attorney

Either party shall have the right to change its address for notice purposes by sending written notice of the change of address to the other party in accordance with the provisions hereof.

15. INDEPENDENT CONTRACTOR

15.1. CAP is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the Village. Services provided by CAP shall be by employees of CAP and nothing in this Agreement shall create an employment relationship between the Village and any CAP employee. CAP agrees that it is a separate and independent enterprise from the Village.

15.2. CAP shall be solely responsible for all employee benefits, compensation, including, but not limited to, unpaid wages, overtime, and, or, any status or rights during the course of employment with CAP. Accordingly, the Village shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefits of employment to any CAP personnel performing services, duties and responsibilities under this Agreement for the benefit of the Village, or any other liabilities whatsoever. This Agreement shall not create any joint employment relationship between CAP and the Village.

12G(13)

16. STAFFING

16.1. CAP shall provide CAP employees in the job classifications contained in Exhibit 3, attached and incorporated to this Agreement, to perform all services provided for in this Agreement.

16.2. CAP shall certify that each of its staff persons and any subcontractors used to staff the Village's engagement is not using illegal drugs and has undergone a criminal background investigation. CAP shall ensure that no staff person has been convicted of a felony, crime of moral turpitude or violent crime; or a misdemeanor, which misdemeanor concerns allegations of assault, sexual offender, theft or violence shall be assigned to staff the Village. Failure to do the background screening or failure to provide the background screening information to the Village shall be cause for removal of an employee from the Village's assignment. The knowing or negligent use of staff convicted of a felony, crime of moral turpitude, or violent crime shall be cause for immediate termination of this Agreement.

16.3. CAP agrees to perform annual statewide background checks of its staff pursuant to section 16.2 and shall advise the Village Manager of any instances of concern as identified under section 16.2. Based upon the information provided, the Village Manager, within his discretion, is entitled to request that CAP replace such staff persons for Village's engagement staffing purposes.

16.4. CAP employees shall have received sexual harassment and non-discrimination training prior to assignment to the Village. CAP shall maintain appropriate sexual harassment and non-discrimination policies and procedures for enforcing its sexual harassment and non-discrimination policies.

16.5. CAP employees shall abide by and will be provided with a copy of the Conflict of Interest and code of ethics ordinances sets forth in Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time and any Code of Ethics that may be adopted by the Village prior to assignment to the Village.

16.6. If at any time during the term of this Agreement the Village Manager becomes dissatisfied with the performance of any CAP employee or approved Sub-consultant assigned to provide professional services under this Agreement, the Village Manager may request that CAP transfer the employee within two (2) business days of notification by the Village Manager. CAP agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Village, and CAP agrees that if the issue is not resolved, the Village Manager's request for transfer of a CAP staff person shall be timely complied with.

16.7. CAP shall identify in Exhibit 3, (Note exhibit 3 should list names not job titles) the proposed staff persons to be used to staff the Village's engagement of services. CAP may not change the principal person(s) in the engagement without the express permission of the Village. Should staff listed in Exhibit 3 be changed due to circumstances beyond CAP's control (Le. retirement, resignation) or due to a request from the Village Manager to replace the staff person as provided under this Agreement, CAP shall provide relevant information under section 16.3 to the Village Manager as to the replacement staff person.

17. ASSIGNMENT/SUBCONTRACTORS

17.1. This Agreement shall not be assignable by CAP without the prior approval of the Village Manager.

12G(14)

17.2. No work or services under this Agreement shall be subcontracted unless CAP obtains prior written consent from the Village Manager. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

18. PROHIBITION AGAINST CONTINGENT FEES/CONFLICT OF INTEREST

18.1. CAP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CAP, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for CAP, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

18.2. CAP understands and agrees that CAP shall not represent other clients in matters adverse to the Village, and shall make promptly known any conflicts or potential conflicts. If said conflict(s) cannot be satisfactorily resolved to the Village's satisfaction, the Village reserves the right to suspend and/or terminate the services of CAP and procure services elsewhere. A conflict of interest shall be defined as provided for under Section 2-11.1, Miami-Dade County Code of Ordinances. CAP and each of its employees and subcontractors shall be bound by the Miami-Dade County code of ethics and any code of ethics adopted by the Village.

19. WARRANTIES OF CAP

19.1. CAP warrants and represents that at all times during the term of this Agreement it and it's employees shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement.

19.2. CAP warrants that it and all assigned employees are duly licensed by the State of Florida and Miami-Dade County to provide the services identified in Section 2 of this Agreement.

19.3. CAP warrants that all assigned employees shall be incompliance with all of the requirements of Section 16 of this Agreement.

20. ATTORNEYS' FEES

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

21. WAIVER OF JURY TRIAL

In the event of any litigation arising out of this agreement, each party knowingly and irrevocably waives its right to trial by jury.

22. TIME OF THE ESSENCE

Time shall be of the essence for each and every provision of this Agreement.

12G(15)

23. MISCELLANEOUS

In the event a court must interpret any word or provision of this Agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this Agreement.

IN WITNESS WHEREOF the undersigned parties have executed this agreement on the date indicated above.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

ATTEST:

_____
Village Clerk

APPROVED AS TO FORM:

_____

Village Attorney

C.A.P. Government, Inc.

By: _____
Carlos A. Penin, PE, President

Date: _____

NORTH BAY VILLAGE

By: _____
Frank Rollason, Village Manager

Date: _____

12G(16)

EXHIBIT "1"
Scope of Services

1. Review plans for permitting.
2. Inspect all permitted jobsites.
3. Enforce the requirements of the Florida Building Code.
4. Assist in reviewing permit-related revenues per the Village's Permit Fee Schedule.
5. As requested, submit monthly reports to Village Manager of permit activity.
6. Assist in processing records relating to permits.
7. Assist Building Official in preparing cases presented at applicable boards, including the Unsafe Structures Board.
8. Consult with architects, engineers and contractors for Building Code guidance on large projects.
9. Meet with architects, engineers, homeowners, contractors and other permit holders when requested, to discuss any questions, problems or concerns on plans or permits.
10. Provide emergency 24-hour Building Code service to respond to damage to structures, at an additional cost.
11. Provide Building Code damage assessment service for emergencies and natural disasters, at an additional cost.
12. Provide jobsite disaster preparation and follow-up service, at an additional cost.
13. Verify Notices of Commencement have been recorded, when required.
14. Maintain satisfactory workload/service level demands through utilization of increases and/or decreases in staffing overtime, including weekends, whenever required.
15. Receive and respond to, in a timely manner, questions and/or complaints, relating to the building code.
16. Administer "green building standards" as may be adopted by the Village. These may include LEED or other similar certifications.
17. Provide engineering review of plans and inspection services for the intake and processing of permit applications as may be required, at an additional cost.

12G(17)

EXHIBIT "2"
CAP Staff Rates for Additional Services

Disciplines	Hourly Rates
Building Official	$85.00
Structural Plans Reviewer	$80.00
Plans Reviewer, all disciplines	$75.00
Chief Inspectors, all disciplines	$75.00
Inspectors, all disciplines	$65.00
Permit Technician	$27.00
Building Clerk	$20.00
Public Works Director	$85.00
Public Works Supervisor	$70.00

12G(18)

EXHIBIT "3"
Job Classification

Disciplines
Building Official
Structural Plans Reviewer
Building Plans Reviewer
Electrical Plans Reviewer
Mechanical Plans Reviewer
Plumbing Plans Reviewer
Chief Building Inspector
Chief Electrical Inspector
Chief Mechanical Inspector
Chief Plumbing Inspector
Building Inspector
Roofing Inspector
Mechanical Inspector
Electrical Inspector
Plumbing Inspector
Public Works Director
Public Works Supervisor

12G(19)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RAUL RODRIGUEZ AS THE CHIEF BUILDING OFFICIAL PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, pursuant to Article IV, Section 4.01 of the Village Charter, the Village Manager is charged with appointing Village employees; and

WHEREAS, Section 4.01 of the Village Charter requires the Village Manager to submit appointment of new department heads to the Commission for confirmation; and

WHEREAS, the Village Manager desires to appoint Raul Rodriguez as the permanent Chief Building Official for North Bay Village effective February 12, 2014.

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. Appointment. The Village Commission hereby confirms the appointment of Raul Rodriguez as the permanent Chief Building Official for North Bay Village effective February 12, 2014.

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

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

12H(1)

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 11th day of February 2014.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: Chief Building Official Raul Rodriguez.

12H(2)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RODNEY CARRERO-SANTANA AS THE PUBLIC WORKS DIRECTOR PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, pursuant to Article IV, Section 4.01 of the Village Charter, the Village Manager is charged with appointing Village employees; and

WHEREAS, Section 4.01 of the Village Charter requires the Village Manager to submit appointment of new department heads to the Commission for confirmation; and

WHEREAS, the Village Manager desires to appoint Rodney Carrero-Santana as the permanent Public Works Director effective February 12, 2014.

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. Appointment. The Village Commission hereby confirms the appointment of Rodney Carrero-Santana as the permanent Public Works Director effective February 12, 2014.

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

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

12I(1)

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 11th day of February 2014.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: Public Works Director-Rodney Correro-Santana.

12I(2)

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

RECOMMENDATION MEMORANDUM

DATE: **January 27, 2014**

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

RECOMMENDED BY STAFF/COMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Frank Rollason, Village Manager

SUBJECT: **Elimination of Records Manager Clerk Position**

RECOMMENDATION:

It is recommended that the Village Commission authorize the transfer of personnel funds used for the current position of Records Management Clerk in the Village Clerk's Department to the position of Records Coordinator I in the Police Department.

BACKGROUND:

Currently, the Village Clerk's Department consists of a Village Clerk and a Records Manager Clerk. The Records Management Clerk position is filled by Marie Armand. In the new budget for this fiscal year funds were allocated in the Village Clerk's Department to provide for the hire of a full time Deputy Village Clerk. The hiring of a new full time Deputy Village Clerk is set to occur before the end of February 2014. It has been determined that the duties that are currently fulfilled by the Records Management Clerk will be adequately absorbed by the new Deputy Clerk and therefore, the position of Records Management Clerk will be eliminated effective February 28, 2014.

12J(1)

The Manager has determined that it is operationally necessary to eliminate the position of Records Management Clerk and has also made the determination to increase the part time Records Coordinator I ($21,525 annual salary) in the police department to a full time position. The new full time position of Records Coordinator I will be offered to Marie Armand since her position will be eliminated. The increase of the Records Coordinator I position from a part time to a full time position will be funded by funds obtained from the elimination of the Records Management Clerk position (annual salary of $42,168). Therefore, it is recommended that the Village Commission authorize the transfer of personnel funds used for the current position of Records Management Clerk to the new full time position of Records Coordinator I.

In addition to the above personnel changes, the Manager is working with the HR Director to further evaluate the existing staffing with the needs of the Village.

FINANCIAL IMPACT:

Transfer $28,233 to fund Records Coordinator I position. The remainder $9,720 will be allocated to the Village Manager's department contingency fund to be used towards possible needed personnel costs, necessary software equipment and any other personnel or operating expenses deemed necessary by the Manager. The part time position does not have health and retirements that the full time position has.

BUDGETARY IMPACT (Finance Dept):

None.

PERSONNEL IMPACT:

Elimination of full time Records Management Clerk position. Increase of the Records Coordinator I position from part time to full time. Person who currently fills the Records Management Clerk position, Marie Armand, will be offered the position of Records Coordinator I.

12J(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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A BUDGET TRANSFER OF $28,333 FROM THE VILLAGE CLERK'S ACCOUNT TO THE POLICE DEPARTMENT ACCOUNT AND RE-ALLOCATION OF $9,720 TO THE VILLAGE MANAGER DEPARTMENT CONTINGENCY FUND FOR PERSONNEL COST, SOFTWARE EQUIPMENT, AND OTHE NECESSARY OPERATING EXPENSES; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

125(3)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A BUDGET TRANSFER OF $28,333 FROM THE VILLAGE CLERK'S ACCOUNT TO THE POLICE DEPARMENT ACCOUNT AND RE-ALLOCATION OF $9,720 TO THE VILLAGE MANAGER DEPARTMENT CONTINGENCY FUND FOR PERSONNEL COST, SOFTWARE EQUIPMENT, AND OTHE NECESSARY OPERATING EXPENSES; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

WHEREAS, the Records Management Clerk position was created to assist the Village Clerk's Office with its Record Management Program; and

WHEREAS, funds were appropriated in the Fiscal Year 2014 Budget for a Deputy Village Clerk; and

WHEREAS, it is the intention of the Village Manager to eliminate the funded Records Management Clerk's position, since those functions will be assumed by the Deputy Village Clerk; and increase the salary for a full-time Records Coordinator 1 position in the Police Department.

WHEREAS, the Village Manager is requesting that $28,333 be transferred from the Salary Line Item (01.013.512.5120) of the Village Clerk to the Salary Line Item of the Police Department (01.021.521.5120) to fund the cost of a portion of the salary of the full-time Records Coordinator 1 position; and re-allocation of $9,720 to the Village Manager Department Contingency Fund to be used for personnel costs, software equipment, and other necessary operating expenses.

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.

12J(4)

Section 2. **Approval of Transfer:** Approval is granted to transfer $9,720 from the Salary Line Item (01.013.512.5120) of the Village Clerk to the Salary Line Item of the Police Department (01.021.521.5120) to fund the cost of a portion of the salary of the full-time Records Coordinator 1 position; and re-allocation of $30,168 to the Village Manager Department Contingency Fund to be used for personnel costs, software equipment, and other necessary operating expenses.

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to take all necessary steps to implement the terms of transfer.

Section 4. **Expenditure of Funds.** The Village Manager is authorized to expend budgeted funds for the purposes set forth herein.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of February 2014.

_____
Connie Leon-Kreps, Mayor

12J(5)

ATTEST:

_____

Yvonne P. Hamilton, CMC
Village Clerk

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

_____

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

North Bay Village Resolution: Elimination of Records Management Clerk Position.

12J(6)

NORTH BAY VILLAGE POLICE DEPARTMENT

RECOMMENDATION MEMORANDUM

DATE: **January 29, 2014**

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager

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

SUBJECT: February 11, 2014 Commission Agenda
Resolution for Residential Parking Permit Area

RECOMMENDATION:

Per the amended Village Ordinance Chapter 70, the Commission must review the Village Manager's request for a Residential Parking Permit Area within a section of North Bay Village. The Village Manager is making a request for a Residential Parking Permit Area and it is staff's recommendation that the Commission approves this resolution.

BACKGROUND:

North Bay Village has received numerous complaints about the lack of available on-street parking on Harbor Island over the past year, primarily during the evening and overnight hours. A previous Commission authorized a Residential Parking Permit Area for Harbor Island covering a problem that existed at that time for available on-street parking during the daylight hours (6 a.m. – 6 p.m.).

The proposed Residential Parking Permit Area for Harbor Island will be in place from (6 p.m. – 8 a.m.) and will require an annual fee set by this resolution of $25 for each parking decal with each residence authorized to purchase two permits unless otherwise specified in the Regulations for the Harbor Island Residential

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

12K(1)

Parking Permit Area. Developments that provide sufficient on-site parking will not be part of this Permit Area and will not be authorized to purchase parking permits. Parking in this area during the restricted hours would result in a $50 fine and the violator's vehicle will be towed at the violator's expense.

Proper notification of this Residential Parking Permit Area will be given to the residents of Harbor Island upon adoption of this resolution. Attached please find the parking survey for Harbor Island and the regulations governing the program.

12K(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: January 29, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CREATE A RESIDENTIAL PARKING PERMIT AREA ON HARBOR ISLAND, PURSUANT TO SECTION 70.07(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

12K(3)

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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CREATE A RESIDENTIAL PARKING PERMIT AREA ON HARBOR ISLAND, PURSUANT TO SECTION 70.07(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, there is a lack of available on-street parking on Harbor Island; and

WHEREAS, the Village Manager has the authority to create a Residential Parking Area pursuant to Section 70.07(B) of the North Bay Village Code of Ordinances, when he determines that a residential area is impacted by parking issues; and

WHEREAS, the Village Manager desires to create a Harbor Island Parking Area to promote efficiency in the maintenance of these streets, as well as promote the health, safety and welfare of the residents of the Village; and

WHEREAS, the Village Manager request that the Village Commission approve the creation of a Residential Permit Parking Area on Harbor Island, East Drive and West Drive, as more particularly described in the "Regulations for Residential Parking Permit Area" attached hereto as Exhibit 1.

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. **Parking Area.** The Village Commission hereby authorizes the Village Manager to create a Residential Permit Parking Area on Harbor Island, East Drive and West Drive, as more particularly described in the "Regulations for Residential Parking Permit Area" attached hereto as Exhibit 1.

12K(4)

Section 4. **Issuance of Permits.** The Village Commission authorizes the Village Manager to issue the necessary permits to enforce the Residential Permit Parking Area as approved.

Section 5. **Installation of Signs.** The Village Commission further authorizes the Village Manager to install the necessary signage for the Residential Permit Parking Area as approved in compliance with applicable State Statutes and the Code of North Bay Village.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 11th day of February 2014.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
Village Clerk

12K(5)

APPROVED AS TO FORM:

_____

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

North Bay Village Resolution: Public Works Director-Rodney Correro-Santana.

12K(6)

12K(7)

HARBOR ISLAND PARKING 2013

ADDRESS	COMPLEX NAME	NUMBER OF UNITS	ON SITE PARKING	COMMENTS
7900 LARRY PASCOW WAY	360	415	YES	CONDO
7904 WEST DRIVE	BAYSHORE YACHT & TENNIS CLUB	172	NO	COMMERCIAL CUSTOMER PARKING
7910 WEST DRIVE	GATOR WEST	44	FOR 13 VEHICLES	RENTALS
7914 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7916 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7917 WEST DRIVE	N/A	30	FOR 20 VEHICLES	RENTALS
7918 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7920 WEST DRIVE	DR. VOGEL PARK	0	NO	VILLAGE PUBLIC PARK
7921 WEST DRIVE	N/A	8	NO	RENTALS
7925 WEST DRIVE	N/A	24	NO	RENTALS
7928 WEST DRIVE	THE ISLANDER CLUB	88	YES	CONDO
7929 WEST DRIVE	BLUE BAY TOWER CONDO	35	YES	CONDO
7933 WEST DRIVE	MAGALUF TOWERS	40	YES	CONDO
7934 WEST DRIVE	SPACE 01	54	YES	CONDO
7935 WEST DRIVE	WEST BAY CONDO	8	FOR 1 VEHICLE	CONDO
7937 WEST DRIVE	WEST BAY VILLAS	6	FOR 1 VEHICLE	RENTALS
7938 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7939/7941 WEST DRIVE	CHATEAU ISLE	12	NO	CONDO
7940 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
8000 WEST DRIVE	"CONSTRUCTION SITE"	VACANT LAND	VACANT LAND	VACANT LAND

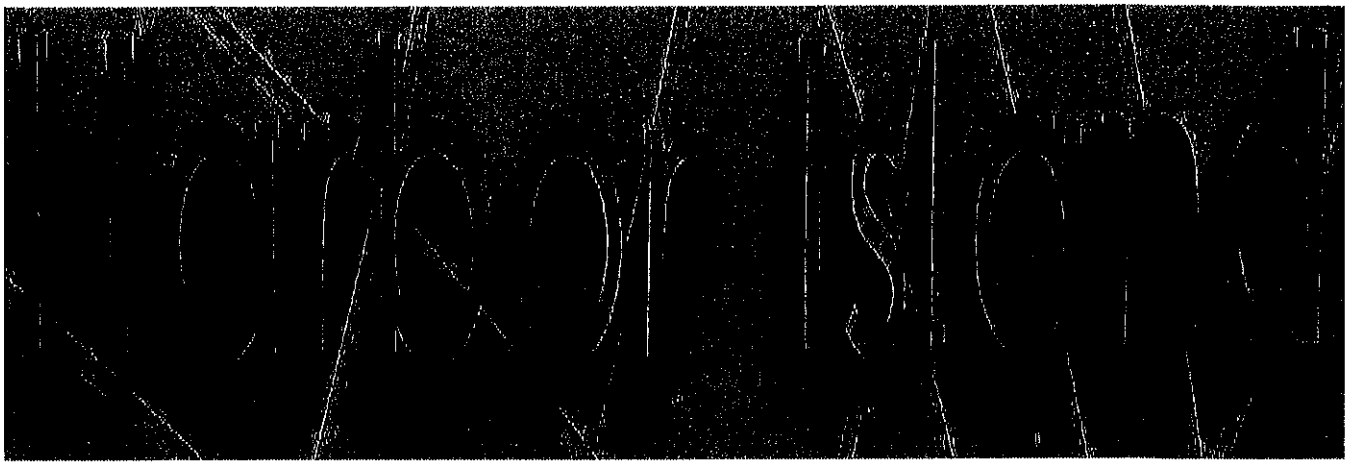
ADDRESS	COMPLEX NAME	NUMBER OF UNITS	ON SITE PARKING	COMMENTS
7905 EAST DRIVE	ROYAL ISLE APARTMENTS	45	FOR 48 VEHICLES	RENTALS
7909/7911 EAST DRIVE	HARBOR CONDO	29	NO	CONDO
7915 EAST DRIVE	BAY VIEW VILLAGES	42	FOR 8 VEHICLES	RENTALS
7920 EAST DRIVE	BELLE ISLE CONDO	24	NO	CONDO
7921 EAST DRIVE	THE LIDO	20	NO	CONDO
7922 EAST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7923 EAST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7924 EAST DRIVE	BAYS END APARTMENTS	19	FOR 24 VEHICLES	RENTALS

7925 EAST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7926 EAST DRIVE	THE WHITEHOUSE	8	FOR 2 VEHICLES	RENTALS
7927 EAST DRIVE	N/A	20	NO	RENTALS
7928/7930 EAST DRIVE	ELOQUENCE ON THE BAY	120	YES	SHORT TERM RENTALS
7931 EAST DRIVE	N/A	24	NO	RENTALS
7935 EAST DRIVE	CIELO ON THE BAY CONDO	36	YES	CONDO
7939 EAST DRIVE	ADAGIO	15	YES	RENTALS
7941 EAST DRIVE	MON PLAISIR	4	FOR 5 VEHICLES	RENTALS
7945 EAST DRIVE	BAYSWATER CONDO	22	FOR 24 VEHICLES	CONDO
7946 EAST DRIVE	MAJESTIC ISLE CONDO	34	FOR 38 VEHICLES	CONDO
8000/8010/8020 EAST DRIVE	BISCAYNE SEA CLUB CO-OP	51	YES	CO-OP

12K(8)

NORTH BAY VILLAGE

REGULATIONS FOR RESIDENTIAL PARKING PERMIT AREA



"Exhibit 1"
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HISTORY

The Harbor Island Community has had a problem with the lack of available on street parking. This issue was addressed several years ago and a parking permit program was initiated during the hours of 6 a.m. – 6 p.m. Over the past year several complaints involving the available parking were received again prompting the research that was conducted concerning the time frame of the parking restrictions. The residents advised that the evening and overnight hours is when they currently had a problem with finding sufficient parking.

Due to these concerns, the North Bay Village Commission adopted modifications to Ordinance 70.07 on February 11, 2014 which states:

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.

(B) Whenever the Village Manager or his/her designee makes a determination that a residential area is impacted by parking issues in accordance with requirements of this Chapter, 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.

12K(11)

(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.

(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;

(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.

12K(12)

Revised Residential Parking Permit Area – Harbor Island

The research conducted indicated that the lack of available on street parking exists primarily from 6 p.m. – 8 a.m. There have also been incidents where residents have sufficient parking on site but choose to park in the on street parking areas thereby reducing the number of available parking spaces for those individuals that really need the spaces. Additionally, there have been times when individuals have moved from Harbor Island but still continued to park in the on street parking areas.

Therefore, the Village Manager has requested that the North Bay Village Commission accept his recommendations for a Residential Parking Permit Area for Harbor Island.

Justification:

According to the North Bay Village Ordinance, seven items must be considered in the determination of the need for a Residential Parking Permit Area for Harbor Island. These seven items are addressed as follows:

(1) Vehicular congestion, street maintenance requirements, traffic flow and residential accessibility, vehicular and pedestrian safety;

The two lane roadway (East and West Drives) consist of one lane traveling in each direction and public Head-In parking spaces on each side of the street. Several complaints have been received that there is insufficient parking in the evening hours.

(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.

The public on street parking is for residential purposes.

(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.

12K(13)

One of the most important amenities of a residential neighborhood, is the availability of sufficient parking for the residents. Unfortunately, as Harbor Island was built, some developers were not required to supply sufficient onsite parking for the residents. Therefore, there is not a sufficient supply of parking to allow open parking in these neighborhoods. Furthermore, being able to park in close proximity to a resident's home is a safety consideration for children and pedestrians especially during inclement weather.

(4)The promotion of efficient street maintenance.

By providing sufficient parking for the residents, the need for double parking of blocking the street will be eliminated thus providing for safe passage and efficient street maintenance.

(5)The ability to reduce congestion and hazardous road conditions,

By providing sufficient parking for the residents, the need for double parking of blocking the street will be eliminated thus providing for safe passage, reducing 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.

The utilization of a parking permit program in this area will increase the safety in this neighborhood and provide a better quality of life for the residents.

(7)The likelihood that the establishment of a Residential Parking Permit Area will promote the availability of residential parking spaces during peak load periods.

A residential parking permit area worked in this neighborhood for several years but due to changing dynamics, the modifications recommended are necessary to maintain the efficiency of the program.

12K(14)

Properties excluded from the Residential Parking Permit Area:

According to the revised ordinance governing the adoption of a Residential Parking Permit Area, the Village Manager may develop recommendations for a Parking Area Program for geographically specific Residential Parking Permit Areas which shall include:

(1) The properties to be included in The Harbor Island Residential Parking Permit Area are those with insufficient onsite parking.

The properties excluded are as follows:

a) 7900 Harbor Island (360 Condominium)
b) 7904 West Drive (Bayshore Yacht & Tennis)
c) 7914 West Drive (Undeveloped)
d) 7916 West Drive (Undeveloped)
e) 7918 West Drive (Undeveloped)
f) 7920 West Drive (Dr. Vogel Park)
g) 7928 West Drive (Islander Club)
h) 7929 West Drive (Blue Bay Tower Condominium)
i) 7933 West Drive (Magaluf Towers)
j) 7934 West Drive (Space One)
k) 7938 West Drive (Undeveloped)
l) 7940 West Drive (Undeveloped)
m) 8000 West Drive (Blu)
n) 7905 East Drive (Royal Isle Apartments) ***Restricted to one permit per apartment
o) 7922 East Drive (Undeveloped)
p) 7923 East Drive (Undeveloped)
q) 7924 East Drive (Bays End Apartments) ***Restricted to one permit per apartment
r) 7925 East Drive (Undeveloped)
s) 7928/7930 East Drive (Eloquence on the Bay)
t) 7935 East Drive (Cielo on the Bay Condominium)
u) 7939 East Drive (Adagio)
v) 7941East Drive (Mon Plaisir) ***Restricted to one permit per apartment
w) 7945East Drive (Bayswater Condominium) ***Restricted to one permit per apartment
x) 7946 East Drive (Majestic Isle Condominium) ***Restricted to one permit per apartment
y) 8000/8010/8020 East Drive (Biscayne Sea Club Co-Op)

***The restriction of one permit is due to some availability of on-site parking.

12K(15)

The Rules of the Harbor Island Residential Parking Permit Area

(1) Initial hours and limitations of the Residential Permit Parking Area;

After conducting research as to the generalized needs of the residents in the Harbor Island Community, the hours of 6 p.m. to 8 a.m. are proposed and any violations of the permit program will result in the vehicle being cited and towed.

(2) The annual parking permit fees for the proposed Residential Permit Parking Area;

The annual parking permit fee will be $25 limited to two vehicles and a $5 guest parking permit fee. Guest parking permits will be authorized for a maximum of three days.

(3) Decal requirements, including required location of the program decal.

The decal will contain the Village Seal and the year it is issued. The decal is required to be affixed to the lower right corner of the rear window of the vehicle.

(4) Residents within the district would be required to prove residency by providing a copy of their current lease or property tax receipt with a copy of a utility bill, a valid vehicle registration for the resident at their address on Harbor Island, a valid driver's license, and any other documentation the Chief of Police or Village Manager deems necessary to prove residency. In addition, if the applicant is a lessee, a copy of a current valid lease and/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.

Notice of; issuance of permits; placement of signs:

Following the designation of a residential parking permit area by the Village Commission, the Village Manager or his/her designee shall:

(1) Have courtesy notices mailed or personally delivered to every household 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

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who resides within a property located within the designated area.

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

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 appropriately designated parking 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 provide exemption from observance of any traffic regulations.

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.

12K(17)

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.

Revocation of permits and penalties:

(A) The Village Manager or his/her designee is authorized to revoke the residential parking permit of any individual found to be in violation of the provisions of this ordinance. 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 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 Village, the resident shall be restricted from applying for another permit for one year.

Exemptions:

(A) Vehicles bearing valid handicapped license plates issued by the department of motor vehicles 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.

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HARBOR ISLAND PARKING 2013

ADDRESS	COMPLEX NAME	NUMBER OF UNITS	ON SITE PARKING	COMMENTS
7900 LARRY PASCOW WAY	360	415	YES	CONDO
7904 WEST DRIVE	BAYSHORE YACHT & TENNIS CLUB	172	NO	COMMERCIAL CUSTOMER PARKING
7910 WEST DRIVE	GATOR WEST	44	FOR 13 VEHICLES	RENTALS
7914 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7916 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7917 WEST DRIVE	N/A	30	FOR 20 VEHICLES	RENTALS
7918 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7920 WEST DRIVE	DR. VOGEL PARK	0	NO	VILLAGE PUBLIC PARK
7921 WEST DRIVE	N/A	8	NO	RENTALS
7925 WEST DRIVE	N/A	24	NO	RENTALS
7928 WEST DRIVE	THE ISLANDER CLUB	88	YES	CONDO
7929 WEST DRIVE	BLUE BAY TOWER CONDO	35	YES	CONDO
7933 WEST DRIVE	MAGALUF TOWERS	40	YES	CONDO
7934 WEST DRIVE	SPACE 01	54	YES	CONDO
7935 WEST DRIVE	WEST BAY CONDO	8	FOR 1 VEHICLE	CONDO
7937 WEST DRIVE	WEST BAY VILLAS	6	FOR 1 VEHICLE	RENTALS
7938 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7939/7941 WEST DRIVE	CHATEAU ISLE	12	NO	CONDO
7940 WEST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
8000 WEST DRIVE	"CONSTRUCTION SITE"	VACANT LAND	VACANT LAND	VACANT LAND

ADDRESS	COMPLEX NAME	NUMBER OF UNITS	ON SITE PARKING	COMMENTS
7905 EAST DRIVE	ROYAL ISLE APARTMENTS	45	FOR 48 VEHICLES	RENTALS
7909/7911 EAST DRIVE	HARBOR CONDO	29	NO	CONDO
7915 EAST DRIVE	BAY VIEW VILLAGES	42	FOR 8 VEHICLES	RENTALS
7920 EAST DRIVE	BELLE ISLE CONDO	24	NO	CONDO
7921 EAST DRIVE	THE LIDO	20	NO	CONDO
7922 EAST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7923 EAST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7924 EAST DRIVE	BAYS END APARTMENTS	19	FOR 24 VEHICLES	RENTALS

12K(M)

7925 EAST DRIVE	N/A	VACANT LAND	VACANT LAND	VACANT LAND
7926 EAST DRIVE	THE WHITEHOUSE	8	FOR 2 VEHICLES	RENTALS
7927 EAST DRIVE	N/A	20	NO	RENTALS
7928/7930 EAST DRIVE	ELOQUENCE ON THE BAY	120	YES	SHORT TERM RENTALS
7931 EAST DRIVE	N/A	24	NO	RENTALS
7935 EAST DRIVE	CIELO ON THE BAY CONDO	36	YES	CONDO
7939 EAST DRIVE	ADAGIO	15	YES	RENTALS
7941 EAST DRIVE	MON PLAISIR	4	FOR 5 VEHICLES	RENTALS
7945 EAST DRIVE	BAYSWATER CONDO	22	FOR 24 VEHICLES	CONDO
7946 EAST DRIVE	MAJESTIC ISLE CONDO	34	FOR 38 VEHICLES	CONDO
8000/8010/8020 EAST DRIVE	BISCAYNE SEA CLUB CO-OP	51	YES	CO-OP

12K(20)

ORDINANCE NO._____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE UPDATE THE PARKING REGULATIONS AND TO MODIFY RQUIREMENTS 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;

13A(1)

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

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

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

Section 2. Village Code Amended. Chapter 70 Traffic and Parking Regulations of the Village Code is hereby amended to read as follows[1]:

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 trailerdray 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;

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

(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.

(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 cityVillage.

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 $2550.00.

§ 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, gGreasing/oilchanges, or repairing such vehicle, except repairs necessary in an emergency.

(3) Displaying advertising.

13A(3)

(4) Selling merchandise from such vehicle except in a duly established market place, or when so authorized or licensed under the ordinances of this CityVillage.

(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 CityVillage 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.

§ 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 issuescommuter vehicles in accordance with the declaration of necessity and purposerequirements of this Chapterordinance, 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;

(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 within the a property locatedimmediately 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 orand other pertinent documentation as determined by the Village Manager or his designee. In addition, iIf 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

13A(6)

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.

(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 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 CityVillage, 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, on December 10, 2013, was made by Commissioner Jorge Gonzalez, seconded by Vice Mayor Eddie Lim.

THE VOTES WERE AS FOLLOW:

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

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
Robert L. Switkes & Associates, P.A.

13A(9)

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 RQUIREMENTS 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:yph

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

13A(10)

NEIGHBORS CALENDAR

• CALENDAR, FROM 20NE

www.miamichildrenstheater.com.
Just the Puppies @ Just the Funny: The Puppies are once again taking on Miami for a night of hilarity.
Advanced purchase required - as we typically sell out.
Visit: www.sickpupplescomedy-.com for more informati.
9 p.m. Jan. 31. Just the Funny Improv Comedy Theater, 3119 Coral Way, Coral Way. $12. 954-667-7735. www.sickpupplescomedy.com.
The BIG Show: Check out our AWARD WINNING MAINSTAGE CAST, or our top-notch MIX Team, as one of them brings you JTF's Signature Show where "Whose Line is it Anyway" meets "Saturday Night Live", featuring sketches, music & improv comedy based on YOUR suggestions!
9 p.m. Feb. 1. Just the Funny Improv Comedy Theater, 3119 Coral Way, Coral Way. 305-693-8669. www.justthefunny.com/shows/index.htm.
WWE Live:
7:30 p.m. Jan. 31. American Airlines Arena, 601 Biscayne Blvd., Park West. $56.11 - $140.27. 786-777-1000.

POETRY

J.A.V.A- Christian Poetry Night: J.A.V.A (Jesus Approved Vibin Atmosphere) presents poetry and music. $10.
7 p.m. Feb. 1. Eclectic Miami Cafe, 13227 NW Seventh Ave., Allapattah. $10 (includes house drink and appetizers). 305-978-3448 or 305-978-3748 for info or to RSVP. https://www.facebook.com/java.cafe.9#!/.

R&B AND SOUL

Lattimore & Cool Chris invites you to their Annual Super Watch Party!: The Turf Club @ Calder Casino & Race Course 21001 NW 27th Ave Miami Gardens
Dates/Time: February 2nd 2014 4pm til Midnight
Live D.J. Playing the latest R&B, Hip Hop, Reg.
4 p.m. Feb. 2. Calder Casino & Race Course, 21001 NW 27th Ave., Miami Gardens. Advance Admission Ticket Purchase Price- $20. 954-668-1984. www.facebook.com/3thehardway promotions.

REC & WELLNESS

Rina Yoga Eighth Anniversary Party: Enjoy a free yoga class taught by Rina Jakubowicz and live music by Afrobeta and Adrian Gonzalez. Following the class is a picnic with fun activities for the whole family and hosted by sponsors, Crave Clean, KINO, NUWI, Roots & Freens, and EVOS..
10:30 a.m. Feb. 1. The Barnacle Historic State Park, 3485 Main Hwy., Coconut Grove. Free. 305-442-6866.

RECREATION

City of Homestead National Parks Trolley: Now through April, the city of Homestead is providing FREE weekend public transportation to and from Biscayne National and Everglades National Parks. Pick up and drop-off.
7:45 a.m. Feb. 1. Losner Park, 104 N. Krome Ave., Homestead. FREE. 305-224-4438. www.cityofhomestead.com/gateway.

REGGAE

Sunset at Negril | Live Reggae Bands Every Sunday | Free Admission: Sunset at Negril | Live Reggae Bands Every Sunday | Free Admission
6 p.m. Feb. 2. Negril On The Green, 315 S. 62nd Ave., Hollywood. 954-962-2006. https://www.facebook.com/NegrlOnTheGreen.

ROCK

Chelsea Wolfe:
7:30 p.m. Feb. 5. The Fillmore, 1700 Washington Ave., Miami Beach. 305-673-7300. chelseawolfe.net.

RUNNING

Miami Marathon & Half Marathon: Join 25,000 fellow runners along the 26.2 miles of roadways filled with inspiring sights and sounds to cheer on those who choose to RUN MIAMI. Registration open at website..
5:55 a.m. Feb. 2. Jungle Island, 111 Parrot Jungle Trail, Watson. $100-$125 for registration. 305-278-8668. www.usroadsports.com/Signature/Miami/.
Running for Brews: Weekly 5K run through downtown Miami with group of all ages and abilities. Meet up and sign up at Elwoods, run a 5k and return for special pricing on beer and food
7 p.m. Feb. 5. Elwoods Gastro Pub, 188 NE Third Ave., Downtown Miami. free. www.runningforbrews.com.

SPORTS & OUTDOORS

Mahogany Hammock Walk: Explore a Tree Island with a Ranger, look for tropical plants and wildlife along this shady boardwalk path, Meet at Mahogany Hammock Trail. Held Tuesdays, Thursdays and Saturdays through March 22..
10 a.m. Feb. 1. Everglades National Park, 40001 State Hwy. 9336, Homestead. Free. 305-242-7700.
Track & Field FY2014: Description Miami Gardens Flash FY14 Activity Track & Field FY2014 #2.195.1.01 Type Sports Leagues Meeting dates From February 3, 2014 to July 28, 2014 Each Monday from 6pm to.
6 p.m. Feb. 3. Miami Gardens City Hall, 1515 NW 167th St.,.
Water Aerobics - Feb - 2014: Activity Water Aerobics - Feb- 2014 #4.380.2.02 Price Standard charge: $30 Type General Classes Meeting dates From February 1, to February 27 Each Monday from 9a.
9 a.m. Feb. 1. Betty T. Ferguson Community Center, NW 199th St and Unity Blvd, Opa-locka.

SYMPHONY

Miami Classical Guitar Society presents: Russian virtuoso Rovshan Mamedkuliev: The Miami Classical Guitar Society proudly presents the third concert of its 2013-2014 Season, featuring young Russian virtuoso Rovshan Mamedkuliev, First Prize Winner of the 2012 Guitar Foundation of America International Competition!
8 p.m. Feb. 1. Saint Bede Episcopal Chapel, 150 Stanford Dr., Coral Gables. $25. 305-412-2494. www.miamiguitar.org.

TALKS & LECTURES

Artist Talk: Leonor Antunes: Leonor Antunes will open a project gallery installation at PAMM in June 2014. While visiting to research the context for this new site-specific piece, she will deliver a talk.
2 p.m. Feb. 1. Perez Art Museum Miami (PAMM), 1103 Biscayne Blvd., Park West. Free with museum admission. Space is limited. First come, first seated. 305-375-3000. www.pamm.org/calendar/%/o/artist-talk-leonor-antunes.
Yogic Breathing: The Science and Medicine Behind Yogic Breathing
Lecture by Sundaravadivel Balasubramanian (Medical Univ. of South Carolina) Dr.1 Balasubramanian is a Cell Signaling researche.
5:30 p.m. Feb. 6. Florida International University, 1200 SW Eighth St.,. Free. 305-348-3909. spirituality.fiu.edu/events/2014/the-science-and-medicine-behind-yogic-breathing/balasubramaniam.jpg.

TANGO

Every Tuesday Tango Class in Miami Shores 9pm: Tango Class 9pm
Teacher Diego Santana
https://www.facebook.com/events/607298829310378/
9 p.m. Feb. 4. MPower Projet GYM, 9301 NE Sixth Ave., Miami Shores. 15. 786-355-0882. www.diegosantanatango.com.
Tango Class at New Millennium Ballroom! Every Tuesday at 7pm: Tango Class Beg. 7- 8 pm
Adv. 8- 9 pm
Tango Class by Diego Santana
www.diegosantanatango.com
7 p.m. Feb. 4. Tango and Milonga Classes in Hallandale Fl., 2500 East Hallandalle Beach Blvd., Hallandale. 786-355-0882. www.diegosantanatango.com.

THEATER

Antony & Cleopatra: GableStage is collaborating with two of the world's most prestigious theaters - The Public in NYC and the Royal Shakespeare Company in the UK - on what promises to be one of t.
8 p.m. Jan. 31. Colony Theater, 1040 Lincoln Rd., Miami Beach. 305-674-1040.
Assassins The Musical: Winner of five 2004 Tony Awards including "Best Revival of a Musical," ASSASSINS is the show that gives new meaning to the phrase "killer musical." With a stylish Stephen Sond.
7:30 p.m. Jan. 30. The Adrienne Arsht Center, 1300 Biscayne Blvd., Media and Entertainment District. $45+. 786-468-2000. www.arshtcenter.org.

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, FEBRUARY 11, 2014** 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 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 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.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE TO 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. (SECOND READING)
3. A REQUEST BY THE PROPERTY OWNER OF 1400 SOUTH TREASURE, LOCATED IN THE RS-2, MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT, LOT 31, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA TO CONSTRUCT A DOCK AND BOAT LIFT.

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

13A(11)

Resolution.

Staff Report
Permit Application for Dock and Davit

Prepared for: *North Bay Village Commission*

Applicant: *FYS LLC*

Request: *Permit for a pier (dock) and boat lift to be constructed projecting less than 25 feet from the bulkhead line.*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

13B(1)

General Information

Owner/Applicant	FYS LLC
Applicant Address	1400 S. Treasure Dr., North Bay Village
Site Address	1400 S. Treasure Dr.
Contact Person	Tim Crocker
Contact Phone Number	954-941-8090
E-mail Address	Not given
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to construct a new dock and install a seawall davit at a residence in the RS-2 zoning district. The finger pier is proposed to extend from the existing concrete seawall less than 25 feet into Biscayne Bay. There is an existing wood dock on concrete pilings. The existing dock will be removed but the pilings will be used for the new dock. Two existing mooring pilings will also be removed. A davit will be installed on the existing seawall 15 ft from the eastern property line.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

"(A) No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than twenty-five (25) feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the city. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than twenty-five (25) feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the City Commission in accordance with subsection (G), provided further, however the furthermost distance seaward from the seawall or shoreline shall not exceed seventy-five (75) feet including all dolphins or pilings installed beyond the seaward

most line of the dock or pier but not including required rip-rap.

(B) Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the City Code, shall be approved by the City Manager, and shall be kept permanently in the records of the city. Repair or reconstruction may be made in accordance with the original plans.

(C) No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the city unless the structure is set back at least seven and one-half feet from the lot line on each side; and the structure shall not exceed five (5) feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the City Commission.

(D) No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the city, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the City Manager.

(E) Application for any permit or the transfer of any permit required by this section shall be made to the City Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.

(F) All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the city shall require the approval of the City Commission after a public hearing. During the public hearing the City Commission shall consider safety and compatibility as criteria for approving the application.

(G) Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than twenty-five (25) feet, the City Commission shall additionally consider the following criteria to determine if a waiver shall be granted:

(i) If Miami Dade Department of Environmental Management has required specific depth or location criteria; and

(ii) If the Applicant has provided to the City notarized letter(s) of consent from adjoining riparian property owners, and

(iii) If the City has received any letter(s) of objection from adjoining riparian property owners; and

(iv) Any other factors relevant to the specific site.

(H) The City Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the City in accordance with the public safety and the general welfare. The requirement of approval by the City Commission shall not include applications for repair of existing structures.

(I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.

(J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with."

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

"*(B) No docks, piers, mooring posts, or combinations thereof, may project more than twenty-five (25) feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the City Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida."*

Staff Comments

The dock and davit comply with the zoning regulations of Section152.059 and the standards of Section 150.11 in that the proposed dock does not exceed 25 feet from the seawall and will be located so that the 7.5 foot side setbacks from the property lines are met.

Additionally, the plans provided show that the height of the proposed dock and pilings (excluding the davit) will be a maximum of 4 feet. This is less than the 5 foot required maximum height of Section 150.11(C).

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11 and the proposed finger dock is safe and compatible.

Recommendation

Staff recommends Village Commission **approval** of the application subject to the following:

1. Verification of the 5 foot height restriction at the time of building permit issuance.

2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:
James L. LaRue
James L. LaRue, AICP
Planning Consultant

December 16, 2013

Hearing: Village Commission, January 14, 2013

Attachments: Dock Plans Submitted by Applicant

CITY OF NORTH BAY VILLAGE PERMIT APPLICATION

1700 Kennedy Causeway, Suite.132, North Bay Village, Fl. 33141

DATE _____ MASTER PERMIT # _____ SUB CONTRACTOR PERMIT# _____

JOB ADDRESS 1400 S. Treasure Drive TAX FOLIO# 23-3209-009-0300

(see attached)

LOT 31 BLOCK _____ SUB DIVISION Treasure Island PB 50-67 ZONE ~~RS-1~~ RS-2 RM-40 RM-70 CG CL MU

PROPERTY OWNER NAME FYS LLC TELEPHONE _____

OWNER ADDRESS 1400 S. Treasure Drive CITY North Bay Village STATE FL ZIP CODE 33141

CONTRACTOR COMPANY Ray Qualmann CITY Pompano STATE FL ZIP CODE 33062

QUALIFIER'S NAME Mitchell Scarone TELEPHONE 954 941-0132

STATE LICENSE # _____ CERTIFICATE OF COMPETENCY # CRC032121 INSURANCE EXPIRATION DATE _____

ARCHITECT/ENGINEER Alan Garcia LICENSE# PE 42564

PERMIT TYPE: BUILDING ELECTRICAL MECHANICAL PLUMBING SPECIAL EVENT

Application is hereby made for a permit to do work & installation as indicated. I understand that separate permits are required Electrical, Mechanical, and Plumbing, Signs, Pools, Windows, Doors & Roofing, work.

WORK DESCRIPTION: (Circle One Only) COMMERCIAL RESIDENTIAL

Wood Dock + Piles

2/8/13 [illegible]

VALUE OF JOB: $ 25,000 LINEAR FEET _____ SQUARE FEET _____

UPFRONT FEE: $ _____ PERMIT FEE: $ _____ REVIEW FEE: $ _____ STRUCTURAL FEE: $ _____

DCA FEE $ _____ DC FEE: $ _____ DBPR FEE: $ _____ TSM: $ _____ PENALTY: $ _____ BOND: $ _____

EDUCATIONAL FEE: $ _____ IMPACT FEE: $ _____ NOTARY FEE _____ TOTAL: $ _____

ELECTRICAL: APPROVED _____ Date _____ MECHANICAL: APPROVED _____ Date _____

PLUMBING: APPROVED N/A Date _____ BUILDING OFFICIAL: _____ Date _____

STRUCTURAL [illegible] 2/27/13

WARNING TO OWNER: YOU MUST RECORD A NOTICE OF COMMENCEMENT AND YOUR FAILURE TO DO SO MAY RESULT IN PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING THE NOTICE

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate, and that all work will be done in compliance with all applicable laws regulating construction and zoning. Furthermore, I authorize the above-named contractor to do the work stated.

MARC TETZNER
VIA POWER OF ATTORNEY
JOHN WEDDING

Signature of Property Owner or Agent _____ Signature of Contractor _____

ADMINISTERED OATH SWORN TO & SUBSCRIBED BEFORE ME THIS 14 DAY OF November 2012

Signature of NOTARY to Owner/Agent _____ Signature of NOTARY to Contractor _____

NOTARY PUBLIC STATE OF FLORIDA
Kathleen Sharon Scully
Commission # DD920588
Expires: AUG. 27, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

(Print, Type, or Stamp Commissioned Name) _____ (Print, Type, or Stamp Commissioned Name) _____

Personally Known ✓ or Produced ID _____ Personally Known ✓ or Produced ID _____

Type of I.D. produced _____ Type of I.D. produced _____

THIS APPLICATION IS VALID FOR 180 DAYS FROM DATE APPROVED.
APPLICATION AND ALL ATTACHEMENTS WILL BE DESTROYED AFTER THAT DATE IF PERMIT IS NOT *ISSUED*

13B(6)

City of North Bay Village
Building Department
1700 Kennedy Causeway, Suite 132 North Bay Village FL 33141
(305) 754-6740 Fax (305) 756-7722 Website-www.nbvillage.com

SPECIAL INSPECTORS FORM

I (We) have been retained by FYS LLC to perform special inspector services under the Florida Building Code at the 1400 S. Treasure Drive project on the below listed structures as of _____ (date). I am a registered architect or professional engineer licensed in the State of Florida.

PROCESS NUMBERS: _____ _____

- [x] SPECIAL INSPECTOR FOR PILING, FBC 1822.1.20 (R4404.6.1.20)
- [ ] SPECIAL INSPECTOR FOR TRUSSES>35' LONG OR 6' HIGH 2319.17.2.4.2 (R4409.6.17.2.4.2)
- [ ] SPECIAL INSPECTOR FOR REINFORCED MASONARY, FBC 2122.4 (R4407.5.4)
- [ ] SPECIAL INSPECTOR FOR STEEL CONNECTIONS, FBC 2218.2 (R4408.5.2)
- [ ] SPECIAL INSPECTOR FOR SOIL COMPACTION, FBC 1820.3.1 (R4404.4.3.1)
- [ ] SPECIAL INSPECTOR FOR PECAST UNITS & ATTACHMENTS, FBC 1927.12 (R4405.9.12) (For tilt-up walls systems, inspect reinforcement as well)
- [ ] SPECIAL INSPECTOR FOR CURTAIN WALL FBC 2414.7 (R4410.5.7)
- [ ] SPECIAL INSPECTOR FOR STRUCTURAL GLAZING FBC 2425.7.2 (R4410.6.6.2)
- [ ] SPECIAL INSPECTOR FOR _____

Note: ***Only the marked boxes apply.***

The following individual(s) employed by this firm or me are authorized representatives to perform inspections *

1. _____ 2. _____

3. _____ 4. _____

* *Special* inspectors utilizing authorized representatives shall insure the authorized representative is qualified by education or licensure to perform the duties assigned by the Special Inspector. The qualifications shall include licensure as a professional engineer or architect; graduation from an engineering education program in civil or structural engineering; graduation from an architectural education program; successful completion of the NCEES Fundamentals Examination; or registration as a building or general contractor.

I, (we) will notify North Bay Village Building Department of any changes regarding authorized personnel performing inspection services.

I, (we) understand that a Special Inspector inspection log for each building must be displayed in a convenient location on the site for reference by the North Bay Village Building Department inspector. All mandatory inspections, as required by the Florida Building Code, must be performed by the City. The City building inspections must be called for on all mandatory inspections. *Inspections performed by the Special Inspector hired by the Owner are in addition to the mandatory inspections performed by the Department.* Further, upon completion of the work under each Building Permit I will submit to the Building inspector at the time of final inspection the completed inspection log form and sealed statement indication that, to the best of my knowledge, belief and professional judgment those portions of the project outlined above meet the intent of the Florida Building Code and are in substantial accordance with the approved plans.

Signed and Sealed _____

Date: 12/19/12

Engineer/Architect
Name ALAN GARCIA PE 42564
Address 4202 NW 54th ST, COCONUT CREEK, FL 33073
Phone No. 954 304-6098

13B(7)

Welding Dock Calculations
Standard Dock Calculations (12' Wide w/ **max** spacing between center of piles of 12' in greatest section and width distance center to center of 8.5')
Load = Live Load + Dead Load = 57 psf Fb = 1250-1650 Fv = 175 Table 4B NDS 2012 Supp.
Load max = 50 psf live load Cm = 0.85 Ct = 1.0 Cr = 1.15
Southern Pine No.1 Load factors are based on factors provided in NDS 2012 Edition. Assume under wet conditions and Temperature adjustments (<100F) surface temperature.
All construction shall conform with 2010 FBC

RECEIVED
FEB 25 REC'D

1.) **Stringers = Joist Spacing 16"**
Load on each stringer = 76 lb/l.f.
Clearspan = 9'
$M=wL^2/8$ = 76*81/8=769.5 lb-ft or 9,234 lb-in
use 2" x 8" S_x = 13.41 in^3
$f_b = M/S_x$ = 9,234 lb-in/13.41 in^3 = 688.6 psi

F_b = 1500(1.15)(0.85) = 1466 psi $F_b > f_b$ **OK**
f_v = 3/2(9)(.5)(76)/10.875 = 41.93 psi F_v = (175)(.85) = 148.75 psi $F_v > f_v$ **OK**

2.) **Sub Stringers**
w= 285 lb/lf load on sub-stringers
L = 11 ft. of span support by substringers (1' supported by dbl stringers into pile)
$M=wL^2/8$ = 285*121/8=4,310 lb-ft or 51,727 lb-in
use 3" x 12" S_x = 52.73 in^3
$f_b = M/S_x$ = 51,727 lb-in/52.73 in^3 = 980.98 psi F_b = 1250*.85 = 1062.5 psi $F_b > f_b$ **OK**

f_v = 3/2(.5)(11)(285)/28.13 = 83.58 psi F_v = (175)(.85) = 148.75 psi $F_v > f_v$ **OK**

Deflection $_{(max)}$ = $5wL^4/384EI$ = 5*285*12^4*12^3/384/1,700,000/178 = 0.439 in.
Allowable based on L/240 criteria = 12*12/240 = 0.60 in. **OK**

3.) **Decking** Load = 26.1 lb/l.f. (57 psf *5.5"/12)

$M=wL^2/8$ = 26.1*4/8= 13.05 lb-ft or 156.6 lb-in
use 2" x 6" S_y= 2.06 in^3
$f_b = M/S_x$ = 156.6 lb-in/2.06 in^3 = 76 psi $F_b = F_b$ = 1650*.85 = 1402.5 psi $F_b > f_b$ **OK**

f_v = 3/2(.5)(2.0)26.1/8.25 = 4.74 psi (175)(.85) = 148.75 psi $F_v > f_v$ **OK**

4.) Stringer Connection
Each connection has (12 x 10 x 57)/4 = 1710 lbs of load.
Assume (1) 3/4" thru-bolt into wood pile and (1) 3/4" thru bolts into hangdown along with (1) 3/4" wedge anchor (Tru bolt with 6-5/8" embedment into cap for hangdown.
$P_{allow\ (3/4"\ thru\ bolt)}$ = 9,300 lbs > 1710*2 = 3420 lbs **OK Use A325 ¾" thru bolt.**
$P_{allow\ (3/4"\ redhead\ trubolt)}$ = 23,740/4 = 5,935 lbs for hangdown through bolts > 1710*2 = 3420 lbs **OK (note must have edge distance from concrete edge of 6-5/16"**

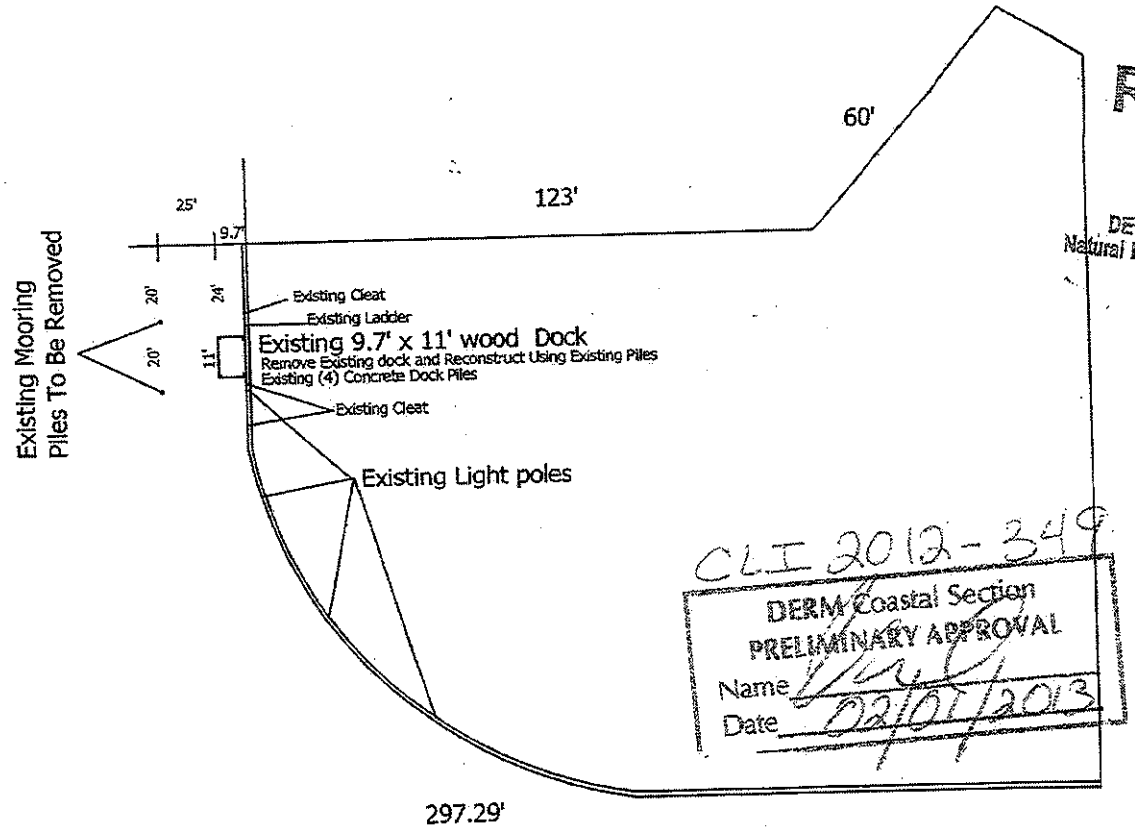
5.) Piles shall be driven to min. 15 ton bearing capacity. **OK**

2/14/13

Alan W. Garcia, PE
4202 NW 54th Street Coconut Creek, FL 33073
Fla. Reg. #42564

13B (8)

13B(9)



RECEIVED
FEB 01 2013
DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)

CLI 2012-349
DERM Coastal Section
PRELIMINARY APPROVAL
Name
Date 02/01/2013

LEGAL DESCRIPTION:

LOT 31, BLOCK 1 "Treasure Island" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE 67, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Revised CLI-2012-0349
Date 1/ 14 / 2013

EXISTING SITE PLAN

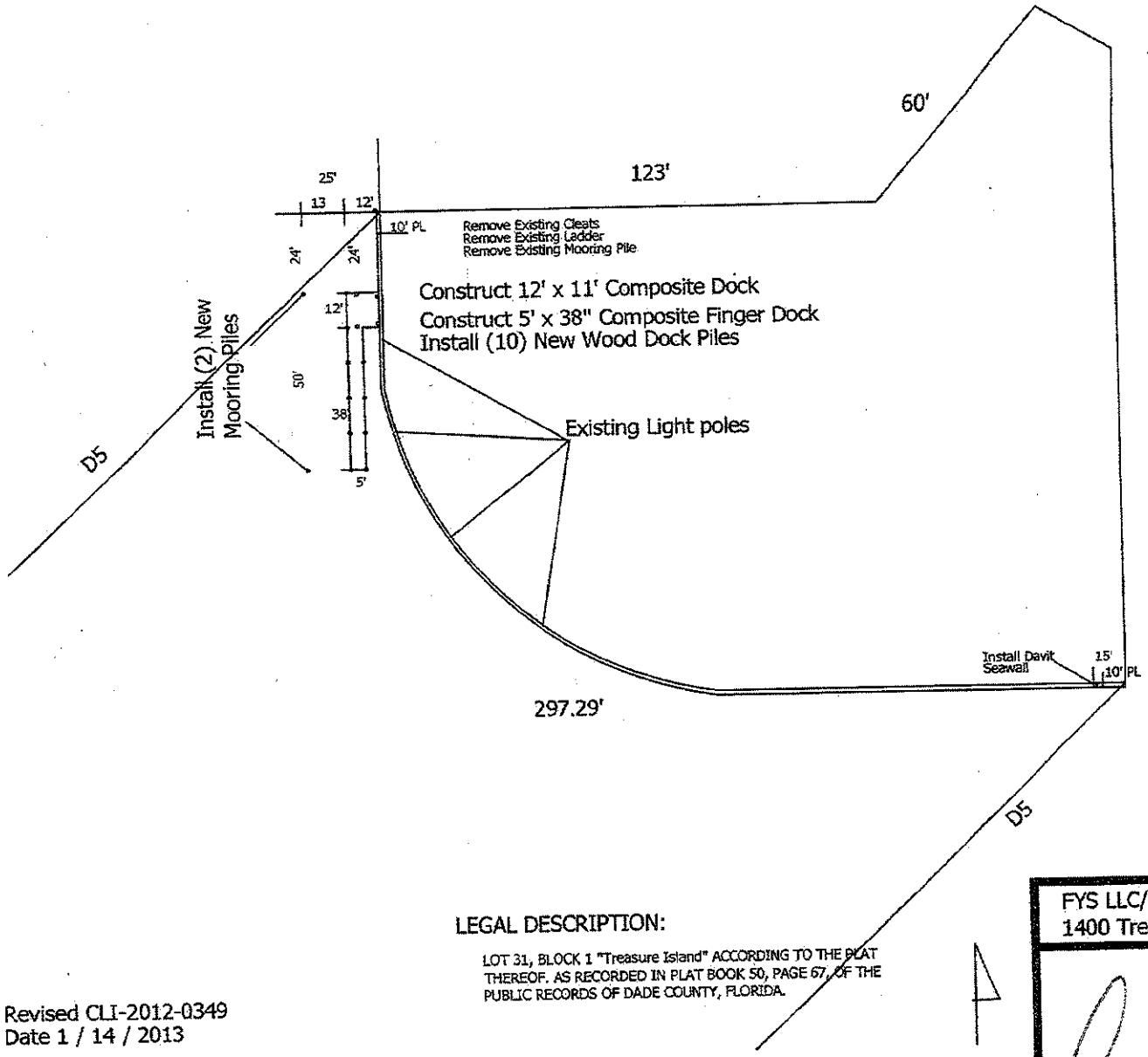
Scale 1" = 40' - 0"

FYS LLC/ John Welding
1400 Treasure Drive,North Bay Village, Miami, FL

1/24/13
ALAN GARCIA, P.E.
LICENSE # 42564

RAY QUALMANN
MARINE CONSTRUCTION INC.
ESTABLISHED IN 1948

13B (10)



RECEIVED

FEB 01 2013

DERM Coastal Resources Section
Natural Resources Regulation & Restoration Division (NRRRD)

DERM Coastal Section
PRELIMINARY APPROVAL
Name
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LEGAL DESCRIPTION:

LOT 31, BLOCK 1 "Treasure Island" ACCORDING TO THE PLAT THEREOF. AS RECORDED IN PLAT BOOK 50, PAGE 67, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Revised CLI-2012-0349
Date 1 / 14 / 2013

PROSED SITE PLAN

Scale 1" = 40' - 0"

FYS LLC/ John Welding
1400 Treasure Drive,North Bay Village, Miami, FL

1/24/13
ALAN GARCIA, P.E.
LICENSE # 42564

RAY QUALMANN
MARINE CONSTRUCTION INC
ESTABLISHED IN 1948

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, FEBRUARY 11, 2014** 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 AT PUBLIC HEARING:

1. A REQUEST BY THE PROPERTY OWNER OF 1400 SOUTH TREASURE, LOCATED IN THE RS-2, MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRCT, LOT 31, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA TO CONSTRUCT A DOCK AND BOAT LIFT.

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
(January 31, 2014)

13B(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

Re: 1400 South Treasure Drive
Lot 31, Block 1
Treasure Island
North Bay Village, FL 33141

Request to Construct a Dock and Boatlift.

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 FYS LLC of 1400 South Treasure Drive to construct a dock and boatlift is complete.

Dated this 31st day of January 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting – February 11, 2014)

13B(12)

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: 1400 South Treasure Drive
Lot 31, Block 1
Treasure Island
North Bay Village, FL 33141

Request to Construct a Dock and Boatlift.

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 January 31, 2014.

Dated this 31st day of January 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-February 11, 2014)

13B(13)

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: 1400 South Treasure Drive
Lot 31, Block 1
Treasure Island
North Bay Village, FL 33141

Request to Construct a Dock and Boatlift.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on February 11, 2014 was posted at the above-referenced property on February 1, 2014.

Dated this 31st day of January 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting – 2/11/2014)

13B(14)

Owner/Occupant
7500 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7500 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7508 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7512 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7516 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7505 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7509 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7513 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7517 West Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7517 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
1440 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1450 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1460 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1470 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1480 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1500 South Treasure Drive
N. Bay Village, FL 33141

13 B(14)A

NEIGHBORS CALENDAR

• CALENDAR, FROM 20NE

www.miamichildrenstheater.com.
Just the Puppies @ Just the Funny: The Puppies are once again taking on Miami for a night of hilarity.
Advanced purchase required - as we typically sell out.
Visit: www.sickpupplescomedy-.com for more informati.
9 p.m. Jan. 31 Just the Funny Improv Comedy Theater, 319 Coral Way, Coral Way. $12. 954-667-7735. www.sickpupplescomedy.com.
The BIG Show: Check out our AWARD WINNING MAINSTAGE CAST, or our top-notch MIX Team, as one of them brings you JTF's Signature Show where "Whose Line is it Anyway" meets "Saturday Night Live", featuring sketches, music & improv comedy based on YOUR suggestions!
9 p.m. Feb. 1 Just the Funny Improv Comedy Theater, 319 Coral Way, Coral Way. 305-693-8669. www.justthefunny.com/shows/index.htm.
WWE Live:
7:30 p.m. Jan. 31 American Airlines Arena, 601 Biscayne Blvd., Park West. $56.11 - $140.27. 786-777-1000.

POETRY

J.A.V.A- Christian Poetry Night: J.A.V.A (Jesus Approved Vibin Atmosphere) presents poetry and music. $10.
7 p.m. Feb. 1. Eclectic Miami Cafe, 13227 NW Seventh Ave., Allapattah. $10 (includes house drink and appetizers). 305-978-3448 or 305-978-3748 for info or to RSVP. https://www.facebook.com/java.cafe.9#!/.

R&B AND SOUL

Lattimore & Cool Chris invites you to their Annual Super Watch Party!: The Turf Club @ Calder Casino & Race Course 21001 NW 27th Ave Miami Gardens
Dates/Time: February 2nd 2014 4pm til Midnight
Live D.J. Playing the latest R&B, Hip Hop, Reg.
4 p.m. Feb. 2. Calder Casino & Race Course, 21001 NW 27th Ave., Miami Gardens. Advance Admission Ticket Purchase Price- $20. 954-668-1984. www.facebook.com/3thehardway promotions.

REC & WELLNESS

Rina Yoga Eighth Anniversary Party: Enjoy a free yoga class taught by Rina Jakubowicz and live music by Afrobeta and Adrian Gonzalez. Following the class is a picnic with fun activities for the whole family and hosted by sponsors, Crave Clean, KIND, NUWI, Roots & Freens, and EVOS..
10:30 a.m. Feb. 1 The Barnacle Historic State Park, 3485 Main Hwy., Coconut Grove. Free. 305-442-6866.

RECREATION

City of Homestead National Parks Trolley: Now through April, the city of Homestead is providing FREE weekend public transportation to and from Biscayne National and Everglades National Parks. Pick up and drop-off.
7:45 a.m. Feb. 1. Losner Park, 104 N. Krome Ave., Homestead. FREE. 305-224-4438. www.cityofhomestead.com/gateway.

REGGAE

Sunset at Negril | Live Reggae Bands Every Sunday | Free Admission: Sunset at Negril | Live Reggae Bands Every Sunday | Free Admission
6 p.m. Feb. 2. Negril On The Green, 315 S. 62nd Ave., Hollywood. 954-962-2006. https://www.facebook.com/NegrilOnTheGreen.

ROCK

Chelsea Wolfe:
7:30 p.m. Feb. 5. The Fillmore, 1700 Washington Ave., Miami Beach. 305-673-7300. chelseawolfe.net.

RUNNING

Miami Marathon & Half Marathon: Join 25,000 fellow runners along the 26.2 miles of roadways filled with inspiring sights and sounds to cheer on those who choose to RUN MIAMI. Registration open at website..
5:55 a.m. Feb. 2. Jungle Island, 111 Parrot Jungle Trail, Watson. $100-$125 for registration. 305-278-8668. www.usroadsports.com/Signature/Miami/.
Running for Brews: Weekly 5K run through downtown Miami with group of all ages and abilities. Meet up and sign up at Elwoods, run a 5k and return for special pricing on beer and food
7 p.m. Feb. 5. Elwoods Gastro Pub, 188 NE Third Ave., Downtown Miami. free. www.runningforbrews.com.

SPORTS & OUTDOORS

Mahogany Hammock Walk: Explore a Tree Island with a Ranger, look for tropical plants and wildlife along this shady boardwalk path, Meet at Mahogany Hammock Trail. Held Tuesdays, Thursdays and Saturdays through March 22..
10 a.m. Feb. 1. Everglades National Park, 40001 State Hwy. 9336, Homestead. Free. 305-242-7700.
Track & Field FY2014: Description Miami Gardens Flash FY14 Activity Track & Field FY2014 #2.195.1.01 Type Sports Leagues Meeting dates From February 3, 2014 to July 28, 2014 Each Monday from 6pm to.
6 p.m. Feb. 3. Miami Gardens City Hall, 1515 NW 167th St.,.
Water Aerobics - Feb - 2014: Activity Water Aerobics - Feb- 2014 #4.380.2.02 Price Standard charge: $30 Type General Classes Meeting dates From February 1, to February 27 Each Monday from 9a.
9 a.m. Feb. 1. Betty T. Ferguson Community Center, NW 199th St and Unity Blvd, Opa-locka.

SYMPHONY

Miami Classical Guitar Society presents: Russian virtuoso Rovshan Mamedkuliev: The Miami Classical Guitar Society proudly presents the third concert of its 2013-2014 Season, featuring young Russian virtuoso Rovshan Mamedkuliev, First Prize Winner of the 2012 Guitar Foundation of America International Competition!
8 p.m. Feb. 1 Saint Bede Episcopal Chapel, 1150 Stanford Dr., Coral Gables. $25. 305-412-2494. www.miamiguitar.org.

TALKS & LECTURES

Artist Talk: Leonor Antunes: Leanor Antunes will open a project gallery installation at PAMM in June 2014. While visiting to research the context for this new site-specific piece, she will deliver a talk.
2 p.m. Feb. 1. Perez Art Museum Miami (PAMM), 1103 Biscayne Blvd., Park West. Free with museum admission. Space is limited. First come, first seated. 305-375-3000. www.pamm.org/calendar/%%/o/artist-talk-leonor-antunes.
Yogic Breathing: The Science and Medicine Behind Yogic Breathing
Lecture by Sundaravadivel Balasubramanian (Medical Univ. of South Carolina) Dr.l Balasubramanian is a Cell Signaling researche.
5:30 p.m. Feb. 6. Florida International University, 11200 SW Eighth St.,. Free. 305-348-3909. spirituality.fiu.edu/events/2014/the-science-and-medicine-behind-yogic-breathing/balasubramanian.jpg.

TANGO

Every Tuesday Tango Class in Miami Shores 9pm: Tango Class 9pm
Teacher Diego Santana
https://www.facebook.com/events/607298829310378/
9 p.m. Feb. 4. MPower Projet GYM, 9301 NE Sixth Ave., Miami Shores. 15. 786-355-0882. www.diegosantanatango.com.
Tango Class at New Millennium Ballroom! Every Tuesday at 7pm: Tango Class Beg. 7- 8 pm
Adv. 8- 9 pm
Tango Class by Diego Santana
www.diegosantanatango.com
7 p.m. Feb. 4. Tango and Milonga Classes in Hallandale Fl., 2500 East Hallandalle Beach Blvd., Hallandale. 786-355-0882. www.diegosantanatango.com.

THEATER

Antony & Cleopatra: GableStage is collaborating with two of the world's most prestigious theaters - The Public in NYC and the Royal Shakespeare Company in the UK - on what promises to be one of t.
8 p.m. Jan. 31 Colony Theater, 1040 Lincoln Rd., Miami Beach. 305-674-1040.
Assassins The Musical: Winner of five 2004 Tony Awards including "Best Revival of a Musical," ASSASSINS is the show that gives new meaning to the phrase "killer musical." With a stylish Stephen Sond.
7:30 p.m. Jan. 30. The Adrienne Arsht Center, 1300 Biscayne Blvd., Media and Entertainment District. $45+. 786-468-2000. www.arshtcenter.org.

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, FEBRUARY 11, 2014** 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 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 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.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE TO 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. (SECOND READING)
3. A REQUEST BY THE PROPERTY OWNER OF 1400 SOUTH TREASURE, LOCATED IN THE RS-2, MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT, LOT 31, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA TO CONSTRUCT A DOCK AND BOAT LIFT.

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

13B(15)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AT 1400 SOUTH TREASURE DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FYS LLC, has applied to North Bay Village for a Building Permit to construct a dock and boatlift at 1400 South Treasure Drive, in the RS-2, Single-Family, Medium Density, Residential District; and

WHEREAS, Section 150.11(F) of the North Bay Village Code of Ordinances requires all applications for construction of docks to be approved by the Village Commission; and.

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, February 11, 2014 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; and

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

Section 1. Recitals.

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

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the placement and relocation of pilings is safe and compatible.

13B(16)

Section 3. Grant.

Approval to construct a dock and boatlift at 1400 South Treasure Drive is hereby granted, in accordance with the Site Plan submitted on February 25, 2013.

Section 4. Conditions.

The application is approved subject to the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.

2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

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

Section 6. Violation of Terms and Conditions.

Failure to adhere to condition shall be considered a violation of this Resolution and persons found violating the Resolution shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 11th day of February 2014.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: Dock and boatlift construction at 1400 South Treasure Drive.

13B(18)

Staff Report #1
Special Use Exception

Prepared for: *North Bay Village Commission*

Applicant: *Isle of Dreams, LLC*

Request: *Special Exception for Development of a Mixed Use Commercial Structure in the CG Zoning District*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

13C(1)

General Information

Owner/Applicant:	Isle of Dreams, LLC Scott Greenwald
Applicant Address:	200 S Biscayne Blvd, Suite 850 Miami, FL 33131
Site Address:	1415 Kennedy Causeway
Contact Person:	Graham Penn
Contact Phone Number:	305-377-6229
Contact E-mail Address	gpenn@brzoninglaw.com

	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning District	CG	CG
Use of Property	Commercial	Mixed Use (Multi-family Residential, Commercial)
Acreage	3.33 acres	3.33 acres

Legal Description of Subject Property

1716FTE & 50FTN of ½ MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB

Folio: 23-3209-000-0201

Request

The applicant is requesting a special use exception pursuant to Sections 152.030(C)(3) and 152.098 of the North Bay Village Code of Ordinances for development of a mixed-use residential and commercial structure in the CG (General Commercial) zoning district.

General Description

The Letter of Intent dated December 23, 2013 describes the proposed development as a 32-story, mixed-use residential and commercial development with 237 multi-family units. Originally there was not a clear description of the type or square footage of commercial use proposed. Revisions have been subsequently submitted allowing staff to determine a parking space allocation of the commercial and restaurant mix that cannot be exceeded. Although, the Traffic Impact Study (TIS) provided by the Applicant describes the project as a "Condominium with 350 dwelling units a Quality Restaurant with 7,337 square feet and Specialty Retail with 2,440 square feet". This unit count is an over estimate and the mix of retail and restaurant represents an overabundance of restaurant uses versus retail. The actual customer service area for the restaurant is depicted on the site plan as a lesser amount.

Consistency with Comprehensive Plan

While the Comprehensive Plan is silent as to permitting mixed-use in the Commercial Future Land Use category, it does allow all of the proposed uses. We believe that a mix of multi-family units and the proposed commercial uses is consistent with the intent of the Commercial Future Land Use category.

Consistency with Special Use Exception Standards

Section152.098 provides for the Village Commission approval of a special use exception if there are clear indications that such an exception will not substantially adversely affect the uses of adjacent property.

Other Requirements and Considerations

The property to the immediate west is a TV station; to the immediate east is the parking area for the Crab House Restaurant which is proposed to be redeveloped to multi-family mixed use. The property across the street on the south side of Kennedy Causeway is a multi-story office building. A mixed use structure encompassing multi-family residential units, a restaurant and retail uses on the subject property is compatible with, and will have no adverse effect upon, the existing or proposed uses of the adjacent properties.

Findings and Recommendations

Staff finds that the request **is** consistent with Sections 152.030(C)(3) and 152.098 in that this modification of a special use exception will not adversely affect the uses permitted in the regulations of adjacent properties. The Planning & Zoning Board recommended by a 4-0 vote that the special exception request was consistent with the Comprehensive Plan.

Based on the foregoing analysis, Staff recommends **approval** of the request for the special use exception for a mixed-use residential and commercial structure to be constructed on the subject property.

Submitted by:
James L. LaRue
James L. LaRue, AICP
Planning Consultant

February 5, 2014

Hearing: Commission, February 11, 2014

Staff Report #2
Bay View Overlay (BVO) Standards

Prepared for: *North Bay Village Commission*
Applicant: *Isle of Dreams, LLC*
Request: *BVO review*

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13C(5)

General Information

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Folio: 23-3209-000-0201

Request

Bay View Overlay Standards Review pursuant to Section 152.032(A)(3) of the North Bay Village Code of Ordinances.

Required Findings

The subject property is within the Bayview Overlay (BVO) District as created by North Bay Village in 2012. When a CG property is located in the BVO District, all provisions of Section 152.032 shall apply. When the provisions of the BVO are applied to a property in the CG zoning district, the bonus height provisions of Section 152.029(C) shall also apply.

Recommendations

Staff recommends this property is eligible to be reviewed under the provisions of the Bayview Overlay District. The bonus height provisions can also be applied allowing the mixed use development to be built up to the maximum height allowed in the BVO District if the proper setbacks are met.

Submitted by:
James G. LaRue
James G. LaRue, AICP
Planning Consultant

February 5, 2014

Hearing: Commission, February 11, 2014

Staff Report #3
Special Use Exception

Prepared for: *North Bay Village Commission*

Applicant: *Isle of Dreams, LLC*

Request: *Special Exception to allow up to Twenty Percent of Required Parking Spaces to be Designated for Compact Vehicles*

This has been withdrawn at the request of the Applicant

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13C(8)

Staff Report #4
Site Plan

Prepared for: *North Bay Village Commission*

Applicant: *Isle of Dreams, LLC*

Request: *Site Plan Approval and Building Height Bonus Review for a Mixed use Residential and Commercial Building*

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13C(9)

General Information

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Applicant Address:	200 S Biscayne Blvd, Suite 850 Miami, FL 33131
Site Address:	1415 Kennedy Causeway
Contact Person:	Graham Penn
Contact Phone Number:	305-377-6229
Contact E-mail Address	gpenn@brzoninglaw.com

	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning District	CG	CG
Use of Property	Commercial	Mixed Use (Multi-family Residential, Commercial)
Acreage	3.33 acres	3.33 acres

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1716FTE & 50FTN of ½ MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB

Folio: 23-3209-000-0201

Request

The applicant is requesting:

1. Site plan approval pursuant to Sections 152.105(C)(9) and 152.030(C)(3) of the North Bay Village Code of Ordinances for development of a 237 unit, 32 story multi-family condominium structure in the RM-70 (high density multiple-family residential) zoning district

2. Building height bonus review pursuant to Section 152.029(C)(8)(A-H) of the North Bay Village Code of Ordinances.

General Description

The Applicant proposes to develop the property with a mixed-use residential and commercial development featuring a parking garage. The 237 unit residential component will be located in a single tower pushed to the north, away from Kennedy Causeway. The portion of the structure to the south of the tower will be devoted to retail use, parking, and a rooftop amenity area. A second commercial area is proposed to be located on the eastern edge of the tower portion of the building, providing an ideal location for a restaurant use.

Consistency with Comprehensive Plan

The mixed use project is consistent with the Comprehensive Plan, as Future Land Use Policies 2.1.1a and 2.1.12 of the North Bay Village Comprehensive Plan depict combined commercial and residential development if certain requirements are met.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Biscayne Bay
East	Future Land Use	Commercial
	Zoning District	Commercial General
	Existing Land Use	Restaurant
South	Future Land Use	Commercial
	Zoning District	Commercial General
	Existing Land Use	Commercial Office Building
West	Future Land Use	Commercial
	Zoning District	Commercial General
	Existing Land Use	TV Station

Adequacy of Public Facilities

Water and Sewer utilities will be provided by Miami-Dade County M-DC (DERM). This project will be required to meet Sewer Concurrency requirements as prescribed by the Public Works Director of North Bay Village. The specifics of these requirements will be outlined in the conditions of approval for this site plan.

Staff has reviewed the Traffic Impact Study (TIS) for Isle of Dreams: prepared by Richard Garcia & Associates, Inc., and offers the following comments:

1. The Study uses ITE code LU 230, Condo/Townhouse, the most conservative ITE peak hour trip generation factor (i.e., highest factor) that could be considered applicable to the proposed high rise condominium. We assume RGA did not use code LU 222, which is for high rise condominiums and has a lower generation rate, because the rates are based on a small sample size.

2. The Study uses appropriate ITE peak hour trip generation factors for the restaurant and specialty retail center.

3. The Study uses what would appear to be reasonable internal capture rates for a mixed-use development.

4. The findings of the TIS are summarized as follows:

   a. The proposed project will generate a net increase of 160 during the AM peak hour and 220 vehicle trips during the PM peak hour and.
   b. The Level of Service Standard (LOSS) for Kennedy Cswy. is D. The range of traffic for a Level of Service (LOS) of D is from 2,091 to 4,500 peak hour trips.
   c. The current traffic levels are estimated at 2,843 in the AM peak hour and 2,526 during the PM peak hour. Therefore the roadway is operating at LOS D.
   d. When the project is completed in 2016, the resultant AM and PM Peak hour traffic on North Bay/Kennedy Cswy. is projected to be 3,003 and 2,849 trips respectively. Based on FDOT Standards this means the roadway will continue to operate at LOS D once the project is completed.

CONCLUSION

After reviewing the materials, it is apparent that a project of the size and mix of uses proposed will not generate traffic levels that would result in violation of the Village's adopted LOSS of D. This would be true even if one eliminated trips due to internal capture.

Comparison of Submitted Site Plan With Land Development Regulations

The submitted site plan is based on approval by the Village Commission of several items, which are necessary in order for the site plan to be considered for review. Those items are:

1) A special use approval to utilize the mixed use provisions of the RM-70 Zoning District in the CG District; and
2) A special use approval to utilize the provisions of the Bay View Overlay District; and

Prior special use approval request to utilize compact parking spaces was withdrawn by the applicant at the Planning and Zoning Board hearing. There are no compact spaces now shown on the site plan.

The following site plan review has been conducted assuming the possibility that the Village Commission approves all above mentioned items.

It should be noted that several items could not be reviewed at the Planning and Zoning meeting because of discrepancies between, the site plan, the landscape plan, the letter of intent and verbal discussion with the architect regarding the lot area and location and dimensions of the lot lines. This was a major issue that was corrected by the applicant in the revised plans and these items have been reviewed by staff for the February Commission meeting.

Section	Regulation	Required	Provided
North Bay Village LDC			
152.029(C)(1)	Minimum lot area	27,000 sq ft	147,620 sq ft
152.029(C)(1)	Minimum frontage	75 ft	244 ft
152.032(C)	Maximum building height	340 ft	340 ft
152.029(C)(2)	Minimum front setback	40 ft	71 ft
152.032(C)(1)(b)	Minimum front setback	The portion of any building that is more than 240 feet in height must be set back from the front property line by a distance that is not less than the height of said portion of the building. 100 ft setback required at top of building	Portion of structure that is 240 ft and above is setback more than 100 ft from front property line

<table>
<tr><th>Section</th><th>Regulation</th><th>Required</th><th>Provided</th></tr>
<tr><td>152.032(C)(1)(c)</td><td>Minimum side setback</td><td>If any portion of a building on the site exceeds 240 feet in height, no part of any building on the site may be closer to either side property line than a distance equal to 20% of the lot width.

<u>20% of 244 is 48.8 ft</u></td><td>48 ft – 10 in</td></tr>
<tr><td>152.029(C)(2)</td><td>Minimum rear setback</td><td>25 ft</td><td>42 ft</td></tr>
<tr><td>152.029(C)(3)</td><td>Required lot area per dwelling unit</td><td><table><tr><th>Unit type</th><th>Lot area/unit</th></tr><tr><td>Efficiency</td><td>620</td></tr><tr><td>1- BR</td><td>620</td></tr><tr><td>2- BR</td><td>685</td></tr><tr><td>3- BR</td><td>750</td></tr></table>
<u>78 one-br = 48,360</u>
<u>156 two-br = 106,680</u>
<u>3 three-br = 2,250</u>

<u>157,290 sq ft of lot area required</u></td><td>Only 147,620 lot area provided.

Development Agreement guarantees bonus density at fixed rate. See bonus density item below.</td></tr>
<tr><td>Comprehensive Plan Future Land Use Policy 2.1.1a</td><td>Maximum density</td><td>70 dwelling units per acre</td><td>70 dwelling units per acre</td></tr>
<tr><td>152.029(C)(5)</td><td>Minimum pervious area</td><td>20% of total parcel

<u>20% of 147,620 = 29,524 sq ft of required pervious area</u></td><td>31,405 sq ft</td></tr>
<tr><td>152.029(C)(6)</td><td>Minimum dwelling unit floor area</td><td><table><tr><th>Unit type</th><th>Floor area</th></tr><tr><td>Efficiency</td><td>600</td></tr><tr><td>1-BR</td><td>900</td></tr><tr><td>2-BR</td><td>1,200</td></tr><tr><td>3-BR</td><td>1,350</td></tr></table></td><td>In compliance</td></tr>
</table>

Section	Regulation	Required	Provided
152.029(C)(7)	Baywalk/boardwalk requirement	A public access boardwalk must be provided along shoreline and access to that boardwalk must be provided with a walkway from the ROW. Dedicated easements shall be recorded for the boardwalk and access corridors.	Provided
152.029(C)(8)	Building density bonus	Additional density may be purchased, not to exceed 70 units per acre	Applicant is purchasing additional density according to stipulations of development agreement
152.029(C)(9)2	Paving surfaces	Except for covered garages, all exterior paving surfaces shall be constructed of brick pavers	Provided
152.029(C)(9)3	Required water feature	A water feature shall be provided in the front	Provided
152.029(C)(9)6	Screening of parking garages	Parking garages shall be constructed with architectural features that obscure it from public view	Provided
152.029(C)(9)7	Street tree lighting	Lighting shall be provided in all areas in front where trees are planted	Provided
5.2.2(a)(1)	Minimum standard parking space dimensions	9 ft by 18 ft	Provided
5.2.2(a)(2)	Minimum compact parking space dimensions	8 ft by 16 ft	N/A
5.2.2(a)(3)	Minimum handicapped parking space dimensions	Must comply with all applicable accessibility standards	Provided

Section	Regulation	Required	Provided
152.042(D)	Minimum number of handicapped spaces	2% of total required spaces. 2% of 617 = 13 handicapped spaces required	13 handicap spaces
ADA Requirement	Minimum number of handicapped spaces	For facilities with 500 to 1000 parking spaces, 2% must be handicapped spaces	
152.042(E)	Maximum number of compact parking spaces	20% of total required (only with approval by Village Commission)	N/A
152.042(K)	Minimum setback of ROW from parking spaces	20 ft	Provided
152.042(M)	Minimum separation of parking from walkways and streets	Parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device	Provided
152.042(P)	Back-out parking prohibition	Parking spaces shall not be designed so that no vehicle shall be required to back into a public ROW to obtain egress	Provided

Section	Regulation	Required	Provided
152.044(A)(2)	Minimum number of parking spaces per dwelling unit	• 2 spaces per one-br unit • 2 spaces per two-br unit • 3 spaces per three-br unit • Plus 10% of total required spaces • For parking allocation purposes, two-br units with enclosed dens count as 3-br units 78 one-br units = 156 129 two br-units = 258 30 three-br units = 90 504 + 10% = 554.4 required spaces	627 total parking spaces
152.044(B)(7)	Minimum number of parking spaces for restaurant	1 space per 75 sq ft of customer svc area. 3,680 sq ft of customer service area requires 49.1 spaces	
152.044(B)(8)	Minimum number of parking spaces per for retail	1 space per 200 sq ft of gross floor area 2,540 sq ft of retail requires 12.7 spaces	
	Total spaces required	554.4 + 49.1 + 12.7 = 617 total required	
152.045(B)	Minimum loading space dimensions	12 ft by 30 ft, and at least 14.5 ft of vertical clearance	Provided
152.045(C)	Loading space joint usage	Loading spaces for two or more uses may be collectively provided if so located as to be usable by all.	Utilized
152.045(E)	Loading and standard parking space restriction	No areas supplied to meet required off-street parking facilities may be utilized to meet the requirements for loading spaces.	In compliance

<table>
<tr><th>Section</th><th>Regulation</th><th>Required</th><th>Provided</th></tr>
<tr><td>152.045(F)(1)</td><td>Minimum number of loading spaces for retail and restaurant</td><td><table><tr><th>Gross floor area</th><th>Spaces</th></tr><tr><td><10,000</td><td>0</td></tr><tr><td>10,000-20,000</td><td>1</td></tr><tr><td>20,000-40,000</td><td>2</td></tr><tr><td>40,000-60,000</td><td>3</td></tr><tr><td>>60,000</td><td>4</td></tr></table><u>10,000 sq ft of retail requires 1 loading space.</u></td><td rowspan="2">3 loading spaces</td></tr>
<tr><td>152.045(F)(2)</td><td>Minimum number of loading spaces for multi-family</td><td><table><tr><th>Gross floor area</th><th>Spaces</th></tr><tr><td><25,000</td><td>0</td></tr><tr><td>25,000-50,000</td><td>1</td></tr><tr><td>50,000-100,000</td><td>2</td></tr><tr><td>>100,000</td><td>3</td></tr></table><u>Over 100,000 sq ft of GFA requires 3 loading spaces</u></td></tr>
<tr><td>155.17</td><td>Minimum width of maneuvering aisle</td><td>90 degree parking shall be designed 23 ft wide maneuvering aisles</td><td>Provided</td></tr>
<tr><td>155.18(A)3</td><td>Dumpster screening</td><td>Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.</td><td>Provided</td></tr>
</table>

Section	Regulation	Required	Provided
155.18(A)4	Dumpster placement	Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited	Provided
155.18(A)5	Mechanical equipment screening	Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building and shall not be visible from the street.	Provided
155.18(A)7	Mechanical equipment screening	Service bays, ground mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.	Provided
Appendix D	Required benches along bay walk	Benches shall be provided at a minimum of 2.5 ft sections of bench per 100 ft of linear shoreline	Provided
Miami-Dade Landscaping Chapter 18A			
18A-4(C)	Vegetative survey	A vegetation survey shall be provided for all sites at the same scale as the landscape plan.	Not yet provided.
18A-4(D)	Irrigation plan	An Irrigation Plan shall be submitted. Where a landscape plan is required, an irrigation plan shall be submitted concurrently.	Not yet provided.

Section	Regulation	Required	Provided
18A-6(A)(5)	Maximum lawn area	50% of lot area. 50% of 147,620 = 73,810 sq ft	4,476.3 sf
18A-6(C)(1)	Tree height	Except street trees, all trees shall be a minimum of 10 ft high with a minimum of 2 inch caliper, except that 30% of the tree requirement may be met by native species with a minimum height of 8 ft.	Plan meets this requirement.
18A-6(C)(2)	Street trees	Street trees shall be provided along all roadways at a maximum average spacing of 35 feet on center (25' for palms).	5 live oaks and 7 palm trees provided for street trees
18A-6(C)(3)	Trees under power lines	Where overhead power lines require low growing trees, street trees shall have a minimum height of 8 ft and a maximum average spacing of 25 feet on center.	Power lines are not indicated on the site plan.
18A-6(C)(4)	Palms	Palms which are spaced no more than 25 feet on center and have a 14 foot minimum height or 4 inches minimum caliper diameter may count as a required tree.	Utilized
18A-6(C)(5)	Number of required trees	28 trees per acre required in multi-family residential zoning categories 28 x 3.38 = 95 trees required.	87 – 89 (non-palm) trees provided 90 proposed palms

Section	Regulation	Required	Provided
18A-6(C)(11)	Limitations on required trees	At least 30% shall be native species. At least 50% shall be low maintenance and drought tolerant. Of the required trees, no more than 30% shall be palms	Plan meets this requirement. All trees specified are low maintenance and drought tolerant. Plan meets this requirement.
18A-6(C)(12)	Limitations on required trees	80% of required trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list.	This requirement has been met.
18A-6(D)(1)	Shrubs	All shrubs must be a minimum of 18 inches a time of planting. 10 shrubs are required for each required tree. 30% shall be native species 50% shall be low maintenance and drought tolerant 80% of required shrubs shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list.	This requirement has been met. This requirement has been met. This requirement has been met. This requirement has been met. This requirement has been met.

Section	Regulation	Required	Provided
18A-6(H)	Use buffers	Where dissimilar land uses exist on adjacent properties, that area shall be provided with a buffer consisting of trees spaced to a maximum average of 35-foot on center with shrubs which normally grow to a height of 6 feet, or a 6 foot wall with trees, within a 5 foot wide landscape strip. Shrubs shall be a minimum of 30 inches high and planted at a maximum of 36 inches on center; or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center. <u>Adjacent properties do not contain dissimilar land uses</u>	N/A
18A-6(I)	Parking lot buffers	All parking lots adjacent to a right of way shall be screened by a continuous planting with a 7 foot landscape strip incorporating said planting Shrubs shall be a minimum of 18 inches high and planted at a maximum of 30 inches on center; or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center.	This requirement has been met. Plan meets this requirement.

Section	Regulation	Required	Provided
18A-6(J)	Parking lot landscaping	10 square feet of landscaped area per parking space shall be provided within a parking lot.	This requirement has been met.
		Trees shall be planted within the parking lot at a minimum density of one tree per 80 square feet of landscaped area, exclusive of parking lot buffers.	This requirement has been met.
		Each tree shall have a minimum of 5 feet of planting area width, exclusive of curb dimension.	This requirement has been met.
Miami-Dade Biscayne Bay Management Plan			
33D-38(1)b	Minimum rear setback	50% of building height above 35 ft (measured from mean high water line), up to 75 ft maximum. <u>152.5 rear setback required</u>	Only 42 ft provided
33D-38(2)a	Minimum visual corridor	20% of lot width on one side, with a 20 ft minimum and a 100 ft maximum. Structures not permitted in view corridor. 20% of 244 = 48.8 ft required	48 ft – 10 in
33D-38(3)	Minimum side setback	Minimum of 25 ft	42 ft
33D-33(4)	Waiver from County	A waiver may be obtained from the Miami-Dade Shoreline Review Committee for exemption from the above requirements	Not yet provided

Recommendations

BUILDING HEIGHT BONUS:

Staff recommends **approval** of the building height and density bonus.

SITE PLAN:

Staff recommends **approval** of the site plan based on our analysis as highlighted in this report. Approval should also be based on the following conditions being met prior to the issuance of a building permit:

1) Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade Chapter 18A requirements

2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).

3) Site plan approval from Miami-Dade Shoreline Review Committee.

4) Meeting School Board Concurrency requirements as determined by School Board Staff.

5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.

6) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point).

    a. 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.

    b. 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.

7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

9) Approval of this site plan 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 approval 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.

10) All applicable state and federal permits must be obtained before commencement of construction.

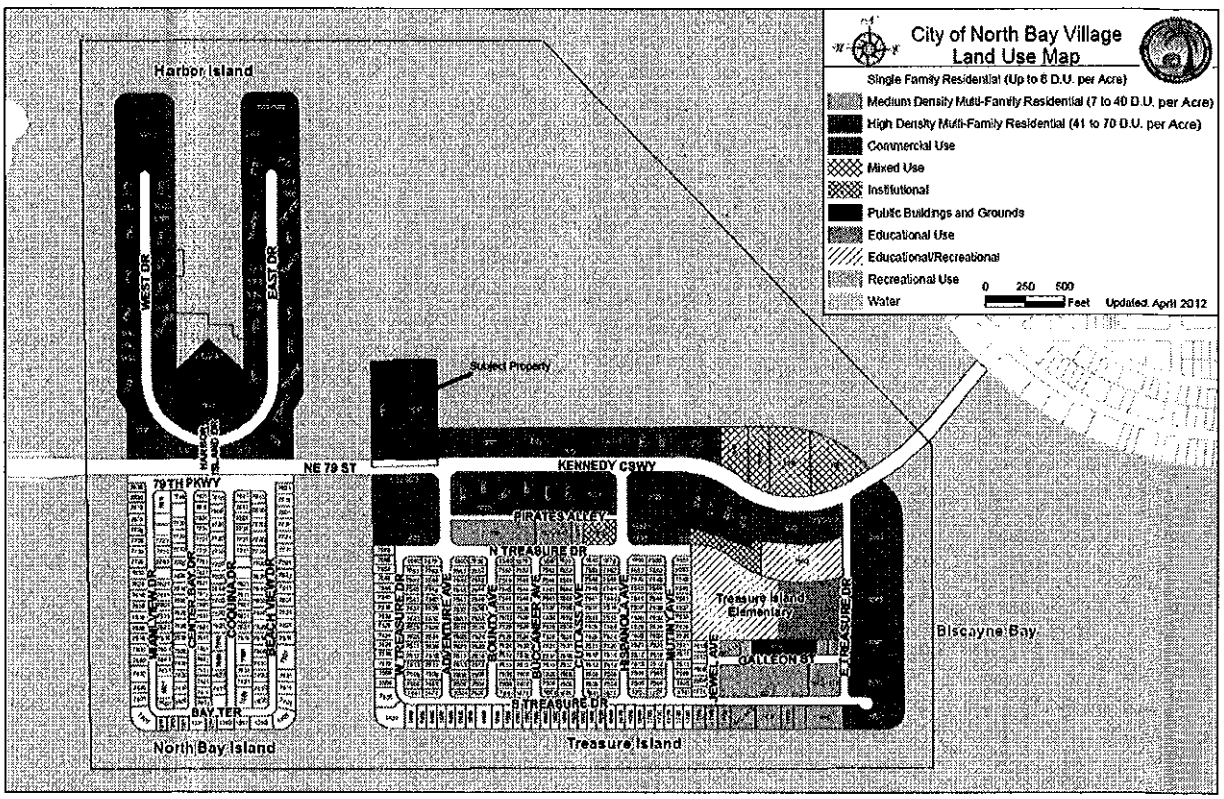
Submitted by:
James G. LaRue
James G. LaRue, AICP
Planning Consultant

February 5, 2014

Hearing: Commission, February 11, 2014

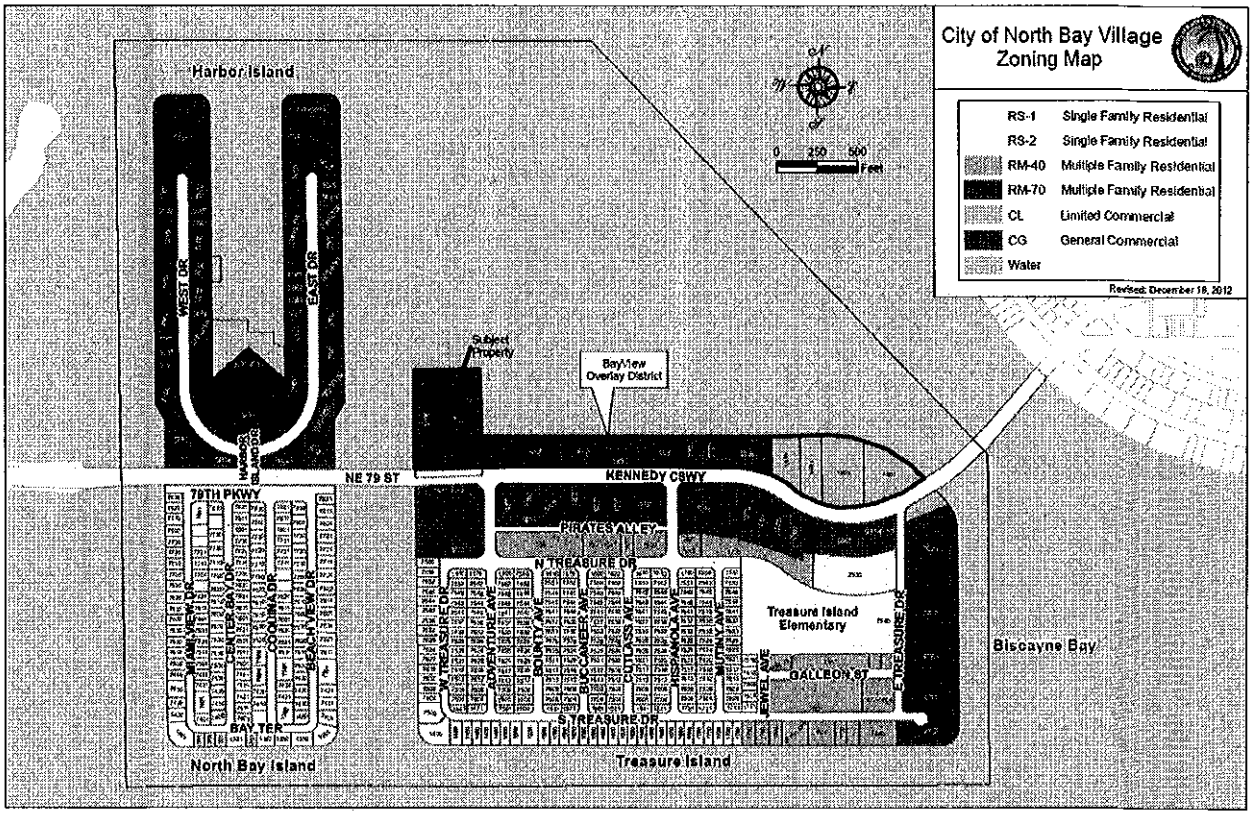
Attachments: Future Land Use Map
Zoning Map
Aerial photograph

FUTURE LAND USE
SUBJECT SITE AND ENVIRONS



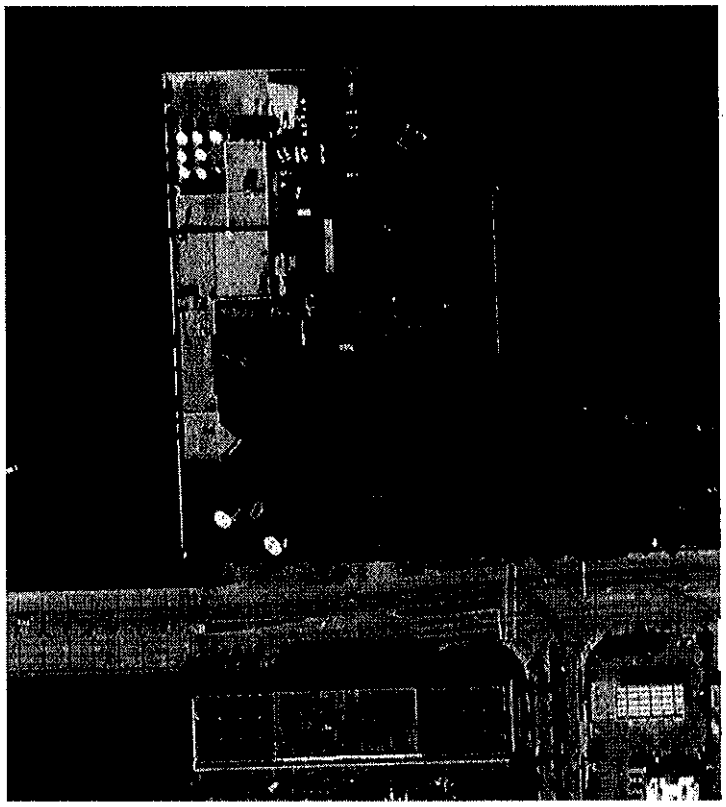
13c(26)

ZONING
SUBJECT SITE AND ENVIRONS



13C(27)

AERIAL PHOTOGRAPH
SUBJECT SITE AND ENVIRONS



13C(28)

LaRue Planning
& Management Services, Inc.

Memorandum

To: North Bay Village Planning & Zoning Board

From: James G. LaRue

Date: January 30, 2014

Subject: **1415 Kennedy Causeway, Conditions for Planning and Zoning Board Approval**

Prior to the public hearing before the Village Commission, the applicant must submit a site plan which depicts:

1) Interior walls and layout of all dwelling units; and

2) Locations and dimensions of handicap parking spaces and required aisles; and

3) Parking calculations allocating adequate parking for all intended uses, demonstrating compliance with the North Bay Village off-street parking requirements.

Prior to issuance of a building permit we request that approval be based on the following conditions:

1) Submittal of a landscape plan and an irrigation plan which meet Miami-Dade Chapter 18A

2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).

3) Site plan approval from Miami-Dade Shoreline Review Committee.

4) Meeting School Board Concurrency requirements as determined by School Board Staff.

5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.

6) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

7) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

8) Approval of this site plan 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 approval 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.

9) All applicable state and federal permits must be obtained before commencement of construction.

10) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point).

    a. 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.

    b. 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.

CC: Frank Rollason, Village Manager

Yvonne Hamilton, Village Clerk

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: Isles of Dreams
1415 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

A. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.

B. BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

C. BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

D. SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on February 11, 2014 was posted at the above-referenced property on January 31, 2014.

Dated this 3rd day of February 2014.

Yvonne P. Hamilton
Village Clerk

(Commission Meeting – February 11, 2014)

13C(30)

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: Isles of Dream
1415 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

A. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.

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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 January 31, 2014.

Dated this 3rd day of February 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-2/11/2014)

13C(31)

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

APPLICATION FOR PUBLIC HEARINGS:

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

Applicant's Name: Isle of Dreams, LLC Phone: c/o Graham Penn 305 377 6229

Mailing Address: 200 S. Biscayne Blvd., Suite 850 Miami, FL 33131

Legal Description of Property: 1716FTE & 50FTN OF 1/2 MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB.

Existing Zoning: CG Lot Size: 3.33 Folio: 23-3209-000-0201

Type of Request: See attached letter.

Reason for Request: (Attach additional Pages if necessary) See attached letter.

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

13C(32)

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).

_____ Scott Greenwald
Authorized Signature

(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 23 **day of** December **20**13
by Scott Greenwald
who is personally known to me or who has produced _____
as identification.

_____
Notary Public

(Notary Seal)
CHARLOTTE E. WEST
Notary Public - State of Florida
My Comm. Expires Oct 15, 2017
Commission # FF 30322
Bonded Through National Notary Assn.

13C(33)

Office Use Only:

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

Date Submitted: 12/23/13

Tentative Meeting Date: 1/30/14

Date Paid: 12/30/13

Fee Paid: $ 15,700.00

Cash ☐ or Check ☑ # 6723

13C(34)

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

01-14-14P04:27 RCVD

BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6229
E-Mail: gpenn@brzoninglaw.com

VIA ELECTRONIC MAIL AND HAND DELIVERY

January 14, 2014

Frank Rollason,
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Letter of Intent for "Isle of Dreams" Development at 1415 Kennedy Causeway.

Dear Mr. Rollason:

Our law firm represents Isle of Dreams, L.L.C. (the "Applicant"), the owner of the parcel at the above-described address. Please consider this letter the Applicant's letter of intent in support of a public hearing application seeking the necessary approvals to develop the subject property with a mixed-use residential and commercial building. We believe that the proposed development is consistent with the Village's zoning regulations, the Village's Comprehensive Plan, and the goals of the Village's charrette regarding development along Kennedy Causeway.

Along with the proposed site plan, we are attaching hereto the required application forms, supplementary analyses required by the Village's Consolidated Land Development Code. The submitted analyses demonstrate that the proposed development will not have an adverse impact on the public facilities of North Bay Village.

The Property. The subject property ("the Property") comprises approximately 3.33 acres of commercial land on a peninsula that extends to the north from the Kennedy Causeway into Biscayne Bay. The Property is zoned and planned for Commercial Use. The balance of the peninsula is

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owned by a commercial user – WSVN – who owns approximately thirty-nine (39) percent of the land.

Urban Context. In recent years, the Kennedy Causeway area has lost much of its previous luster and many of the existing commercial uses along the Causeway have struggled to stay in business. Last decade, the Village recently held a planning charrette that had its major focus the revitalization of the Causeway area. The consensus goal of the charrette was to animate the causeway by attracting new development to the north side Causeway and to increase public access to Biscayne Bay. We believe that the proposed development will be the first such high-quality project to be located on the Causeway, providing unprecedented access to the Bay.

Previously Approved Development. As you recall, the Village approved a previous development plan for the Property in 2008. That plan, known as "Lexi on the Bay" proposed a twenty-one (21) story mixed-use residential and commercial development with 214 residential units and approximately 18,000 square feet of commercial space. The "Lexi on the Bay" plan also included a four (4) story parking garage that formed the pedestal upon which the two proposed residential towers were proposed to be located.

Proposed Isle of Dreams Development. The Applicant proposes to develop the Property with a well-designed mixed-use residential and commercial development featuring a parking garage. The 237-unit residential component will be located in a single tower pushed to the north, away from Kennedy Causeway.

The Applicant has designed the project in a manner consistent with the requirements of the Village's Bay View Overlay for properties on the north side of the Causeway. Accordingly, the tower has been made as thin as possible. In fact, the building will be setback forty-eight (48) from both the east and west sides of the Property, providing a twenty (20) percent view corridor on both sides of the building. The tower element of the development will be set back 439 feet from the Causeway, with the portion of the structure to the south of the tower being devoted to retail use, parking, and a rooftop amenity area. A second commercial area is proposed to be located on the eastern edge of the tower portion of the building, providing an ideal location for a restaurant use.

Access to the Property will remain the same. The existing radio tower on the north side of the Property is proposed to be relocated prior to the construction of the new development. This relocation will also likely involve the relocation of the existing radio tower on the adjacent WSVN parcel.

The proposed development will meet or exceed all the Village code requirements for setbacks, open space, landscaping, and parking. The parking garage has been designed in a manner consistent with Section 152.032 of the Village code and therefore may exceed four (4) stories. The proposed development is also consistent with the Property's comprehensive plan and zoning designations, as well as the designations of the parcels that lie on the east and west of the Property, both of which are zoned for commercial development.

Parking Sizes. As you know, the City's Land Development Regulations and ordinances contain several inconsistent parking space design requirements. The standards range from a high of ten (10) by twenty (20) feet in Section 152.042 of the City's zoning code, to nine (9) by nineteen (19) in Section 155.17 of the City's zoning code, to nine (9) by eighteen (18) in Section 5.2.2. of the Land Development Regulations. All of the parking spaces in the attached plans are nine (9) feet by eighteen (18) feet and therefore consistent with the code.

Baywalk. The Applicant is proposing to develop a wide public baywalk access providing access to Biscayne Bay along the entire eastern boundary of the Property. While open to the public, the baywalk will remain in the ownership of the Applicant and the Village and the public will therefore incur no costs in the continued maintenance of the baywalk area. The Applicant has agreed to open the baywalk to the public from dawn to 8:00 P.M. daily. The construction of the baywalk will provide the best public access to Biscayne Bay in the Village.

The Applicant will be filing an application with the Miami-Dade County Shoreline Development Review Committee seeking approval of the proposed baywalk.

Public Hearing Requests. As required by Section 2.7.3(2) of the Village's Consolidated Land Development Regulations, the Applicant hereby makes the following public hearing zoning requests:

- Site plan approval of a major development (over 10,000 square feet of floor area).

- Special use exception to permit multi-family residential in the CG zoning district.

- Building height bonus review to 240 feet pursuant to subsections 152.029 (C)(8)8(A) through 8(F).

- Special use exception for development under the Bay View Overlay District standards.

The Applicant is unaware of any additional special permits, variances or exemptions that would be required by the proposed development. As noted above, the Applicant will be seeking additional approval of the Miami-Dade County Shoreline Development Review Board.

Compliance with Zoning and Village Code Standards. The proposed Isle of Dreams Retail development will comply with all the requirements of the Village's CG zoning district, the Village's site plan review standards, the Village's design guidelines, and the Bay View Overlay requirements. As noted above, the proposed plan contains no variances of the Village's CG zoning requirements.

Village's Site Plan Review Criteria. The following are the Village's site plan review criteria and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 152.105(C)

(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The submitted plan complies with this requirement. The building has been designed in a manner to limit negative impacts on the Property's neighbors.

(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The submitted plan complies with this requirement. The proposed garage parking will remain sufficient to serve the uses within the building. The garage parking will be a mix of self-parking and valet parking.

(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The submitted plan complies with this requirement.

(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

As indicated by the submitted memos prepared by Richard Garcia, P.E. and Ocean Engineering, Inc., the impact of the proposed development will be accommodated by the existing roadway network and the water and sewer system, as currently contemplated to be expanded by the Village. The Applicant understands that it may be required to participate in the cost of proposed sewer improvements along Kennedy Causeway.

Village's Design Standards. As you know, the Village adopted a set of urban design standards codified in Section 155 of the Village Code. The following are the relevant design standards and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 155.03

Building and site design relationships shall conform to the following standards

1. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.

The submitted plan complies with this requirement.

2. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.

This requirement is inapplicable to the Property.

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.

This requirement is inapplicable to the Property

4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the building or buildings, or enclosed in a separate structure compatible with the main building.

This requirement is inapplicable to the Property.

5. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.

The parking structure complies with this requirement.

6. Storefronts shall have easily identifiable entrances.

The submitted plan complies with this requirement.

7. Window displays shall be done in such a manner as to capture the pedestrians' customers' attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.

The development will comply with this requirement.

8. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.

This requirement is inapplicable to the Property.

9. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.

The submitted plan complies with this requirement.

10. All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.

The submitted plan complies with this requirement; all service bays, HVAC equipment, and similar areas will be hidden from public view. The trash pick up area will be located on the west side of the building, adjacent to the existing service area of the neighbor to the west.

11. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.

The submitted plan complies with this requirement; all service bays and similar areas will be hidden from public view.

12. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.

The development will comply with this requirement.

13. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.

The development will comply with this requirement.

14. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.

The submitted plan complies with this requirement. The loading and service area will be located in a manner that does not impede traffic on the Property or on the neighboring parcel to the west.

15. Pre-fabricated homes are prohibited in new construction.

This requirement is inapplicable to the Property.

16. Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with forty (40) percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.

The submitted plan complies with this requirement.

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

The development will comply with this requirement at the time of construction.

18. Reflective/mirrored glass shall be discouraged.

The submitted plan complies with this requirement.

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

The submitted plan complies with this requirement.

<u>Section 155.04 New Construction.</u>

A. Buildings should have a recognizable entrance facing the public street.

1. Design and location of balconies should reinforce the building form.

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2. All projects should consider the overall form, and detail of the building. Box buildings are discouraged.

The submitted plan complies with these requirements. While the design is simple, it features changes in material and in plane that will create the most attractive new building in the Village.

Section 155.05 Site Design Relationships

A. The coordination of facade components help establish an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

1. Compatibility with adjacent land uses in terms of scale and lot coverage.

The submitted plan complies with this requirement. The tower's robust setback and baywalk will effectively create a sense of open space and its adjacency to the Bay works to confirm the sense of scale. The project readily complies with all lot coverage requirements.

2. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.

The development will comply with this requirement.

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, façade treatment shall be coordinated and have like details. Such façade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.

The submitted plan complies with this requirement; the façades of the building will be coordinated and consistent with one another.

4. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.

The development will comply with this requirement at the time of sign approval.

Section 155.08 Bayview

A. Buildings should provide view/light/breeze corridors to the bay.

The submitted plan complies with this requirement. Care has been taken to minimize the project's visual impact when viewed from the Kennedy Causeway in order to provide generous view corridors to Biscayne Bay. As noted above, both the western and eastern setbacks are forty-eight (48) feet.

B. Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.

The submitted plan complies with this requirement.

C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.

The submitted plan complies with this requirement.

D. Pool decks should include landscaping to provide shade and tropical image.

The submitted plan complies with this requirement. The rear pool deck will include generous landscaped areas.

E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.

The submitted plan complies with this requirement.

Section 155.14 Landscaping

(A) Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED to create high visibility areas and natural access control. With regards to landscape design for both new construction and existing buildings, the following should apply:

The submitted plan complies with this requirement.

(B) Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

The submitted plan complies with this requirement.

1. Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.

The submitted plan complies with this requirement.

2. Rhythm should be maintained along public streets through the uniform placement of trees.

The submitted plan complies with this requirement.

3. Blank walls greater than 25' in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of twenty-five (25) feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at twenty (20) foot intervals shall be required to achieve this screening.

The submitted plan complies with this requirement. There are no "blank" walls in the proposed design.

4. Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.

The submitted plan complies with this requirement.

5. Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.

The submitted plan complies with this requirement.

6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be maintained as part of the built environment and the demand on our local water resources will be minimized.

The submitted plan complies with this requirement.

7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.

The submitted plan complies with this requirement.

8. Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.

The submitted plan complies with this requirement.

9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.

The submitted plan complies with this requirement.

10. Shrubs and ground cover shall be planted along public right-of-ways or around parking, and public open areas.

The submitted plan complies with this requirement.

11. Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.

The submitted plan complies with this requirement.

12. Landscape plans must be drawn, signed and sealed by a Florida Registered Architect or Landscape Architect.

The submitted plan complies with this requirement.

13. In addition to the design standards, all landscaping shall meet the standards of the Village of North Bay Village Landscape Code.

The submitted plan complies with this requirement.

14. Landscaping in 15' line of site triangle at intersections of right-of-ways and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.

The submitted plan complies with this requirement.

<u>Section 155.17 Off-Street Parking and Loading</u>

A. Minimum off-street parking and loading requirements shall conform to the Village Code relating to Parking and Loading Requirements. The following criteria shall also be considered:

1. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.

The submitted plan complies with this requirement.

2. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right of way. This may be accomplished by providing any or a combination of the following: masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.

The submitted plan complies with this requirement. The Property's loading areas will be located in the rear of the parcel.

3. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.

The submitted plan complies with this requirement.

4. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings wherever possible rather than aggregating parking into continuous street facing strips.

The limited surface parking area on the Isle of Dreams plan is broken up by landscaped areas.

5. Parking areas must provide adequate drainage.

The submitted plan complies with this requirement.

6. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six inch curb.

The submitted plan complies with this requirement.

7. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.

The submitted plan complies with this requirement. The parking areas within the garage will be invisible to the street.

8. Multiple levels of parking structures should be parallel to grade on waterfront elevations.

The submitted plan complies with this requirement.

9. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.

The submitted plan complies with this requirement.

10. Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.

The submitted plan complies with this requirement. The proposed garage will be completely screened.

Section 155.18 Dumpster Enclosures, Garbage / Mechanical Equipment Rooms

A. Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and Mechanical Rooms shall conform to the following criteria:

1. When associated with a restaurant and/or drinking use, trash and garbage facilities are recommended to be within an enclosed, air-conditioned garbage room for new construction or when buildings are being substantially rehabilitated, if feasible.

The development will comply with this requirement. The proposed trash room serving the project will be located on western portion of the building.

2. When located outside of the building, the facilities are preferred to be enclosed within a CBS opaque structure. The structure (including opaque gates) shall be painted to match the building, unless otherwise required by a special use district.

This requirement is inapplicable to the Property.

3. Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.

The submitted plan complies with this requirement as the dumpster enclosure will be located within the building.

4. Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited.

The submitted plan complies with this requirement.

5. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.

The submitted plan complies with this requirement.

6. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.

The submitted plan complies with this requirement.

7. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.

The submitted plan complies with this requirement.

8. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

The development will comply with this requirement.

Section 155.19 Awnings and Canopies

A. Pedestrian related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:

1. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.

The submitted plan complies with this requirement.

2. Continuous awnings over several stores are prohibited. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.

The submitted plan complies with this requirement.

3. Backlit awnings are prohibited. These awnings, because of their high visibility, become attention getting devices - such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances. High gloss vinyl (plastic) awning, backlit and metal awnings are not permitted.

The submitted plan complies with this requirement. There are no backlit awnings proposed in the development.

4. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.

There are no metal awnings proposed for the development.

5. Awnings shall be maintained in good repair, free from tears, fading or peeling. Awnings may be supported by poles and connected to the building underneath. Awnings needing vertical support columns are prohibited in the setback area.

The submitted plan complies with this requirement.

6. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.

The submitted plan complies with this requirement.

7. Signs on awnings/canopies are prohibited.

The submitted plan complies with this requirement.

8. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of 8 feet above the sidewalk.

The submitted plan complies with this requirement.

9. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

The submitted plan complies with this requirement.

Consistency with Charrette Goals. We believe the proposed commercial development will meet the stated goals of the charrette by providing first class development on Kennedy Causeway, providing public access to the waters of Biscayne Bay and preserving the visual corridors to Biscayne Bay from Kennedy Causeway.

Landscape Maintenance. As required by Chapter 18A of the Miami-Dade County Code, the Applicant will be submitting a full irrigation plan at the time of permit. The landscaping, as required by code, will be irrigated on a regular basis.

The landscaping, once installed, shall be maintained under the following schedule:

A. Lawn/Grass

1) Cut bimonthly as required.
2) Fertilize and weed control as necessary.
3) Treat for pests and/or diseases as necessary.

B. Trees/Shrubs

1) Trim, fertilize and treat for pests as needed.
2) Replace as required.

Conclusion. We look forward to the Village's review and recommendation on the application. If you have questions or concerns, please call me at (305) 377-6229.

Sincerely,

Graham Penn

cc: Yvonne Hamilton
Jim Larue, AICP
Scott Greenwald
Jeffrey Bass, Esq.
Jeffrey Bercow, Esq.

BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6229
E-Mail: gpenn@brzoninglaw.com

VIA ELECTRONIC MAIL AND HAND DELIVERY

December 23, 2013

Frank Rollason,
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Letter of Intent for "Isle of Dreams" Development at 1415 Kennedy Causeway.

Dear Mr. Rollason:

Our law firm represents Isle of Dreams, L.L.C. (the "Applicant"), the owner of the parcel at the above-described address. Please consider this letter the Applicant's letter of intent in support of a public hearing application seeking the necessary approvals to develop the subject property with a mixed-use residential and commercial building. We believe that the proposed development is consistent with the Village's zoning regulations, the Village's Comprehensive Plan, and the goals of the Village's charrette regarding development along Kennedy Causeway.

Along with the proposed site plan, we are attaching hereto the required application forms, supplementary analyses required by the Village's Consolidated Land Development Code. The submitted analyses demonstrate that the proposed development will not have an adverse impact on the public facilities of North Bay Village.

The Property. The subject property ("the Property") comprises approximately 3.33 acres of commercial land on a peninsula that extends to the north from the Kennedy Causeway into Biscayne Bay. The Property is zoned and planned for Commercial Use. The balance of the peninsula is

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owned by a commercial user – WSVN – who owns approximately thirty-nine (39) percent of the land.

Urban Context. In recent years, the Kennedy Causeway area has lost much of its previous luster and many of the existing commercial uses along the Causeway have struggled to stay in business. Last decade, the Village recently held a planning charrette that had its major focus the revitalization of the Causeway area. The consensus goal of the charrette was to animate the causeway by attracting new development to the north side Causeway and to increase public access to Biscayne Bay. We believe that the proposed development will be the first such high-quality project to be located on the Causeway, providing unprecedented access to the Bay.

Previously Approved Development. As you recall, the Village approved a previous development plan for the Property in 2008. That plan, known as "Lexi on the Bay" proposed a twenty-one (21) story mixed-use residential and commercial development with 214 residential units and approximately 18,000 square feet of commercial space. The "Lexi on the Bay" plan also included a four (4) story parking garage that formed the pedestal upon which the two proposed residential towers were proposed to be located.

Proposed Isle of Dreams Development. The Applicant proposes to develop the Property with a well-designed mixed-use residential and commercial development featuring a parking garage. The 237-unit residential component will be located in a single tower pushed to the north, away from Kennedy Causeway.

The Applicant has designed the project in a manner consistent with the requirements of the Village's Bay View Overlay for properties on the north side of the Causeway. Accordingly, the tower has been made as thin as possible. In fact, the building will be setback forty-eight (48) from both the east and west sides of the Property, providing a twenty (20) percent view corridor on both sides of the building. The tower element of the development will be set back 439 feet from the Causeway, with the portion of the structure to the south of the tower being devoted to retail use, parking, and a rooftop amenity area. A second commercial area is proposed to be located on the eastern edge of the tower portion of the building, providing an ideal location for a restaurant use.

Access to the Property will remain the same. The existing radio tower on the north side of the Property is proposed to be relocated

The proposed development will meet or exceed all the Village code requirements for setbacks, open space, landscaping, and parking. The parking garage has been designed in a manner consistent with Section 152.032 of the Village code and therefore may exceed four (4) stories. The proposed development is also consistent with the Property's comprehensive plan and zoning designations, as well as the designations of the parcels that lie on the east and west of the Property, both of which are zoned for commercial development.

Baywalk. The Applicant is proposing to develop a wide public baywalk access providing access to Biscayne Bay along the entire eastern boundary of the Property. While open to the public, the baywalk will remain in the ownership of the Applicant and the Village and the public will therefore incur no costs in the continued maintenance of the baywalk area. The Applicant has agreed to open the baywalk to the public from dawn to 8:00 P.M. daily. The construction of the baywalk will provide the best public access to Biscayne Bay in the Village.

The Applicant will be filing an application with the Miami-Dade County Shoreline Development Review Committee seeking approval of the proposed baywalk.

Public Hearing Requests. As required by Section 2.7.3(2) of the Village's Consolidated Land Development Regulations, the Applicant hereby makes the following public hearing zoning requests:

- Site plan approval of a major development (over 10,000 square feet of floor area).
- Special use exception to permit multi-family residential in the CG zoning district.
- Building height bonus review to 240 feet pursuant to subsections 152.029 (C)(8)8(A) through 8(F).
- Bay View Overlay District standards review.

- Approval for the use of a maximum of 20 percent compact parking spaces.

The Applicant is unaware of any additional special permits, variances or exemptions that would be required by the proposed development. As noted above, the Applicant will be seeking additional approval of the Miami-Dade County Shoreline Development Review Board.

Compliance with Zoning and Village Code Standards. The proposed Isle of Dreams Retail development will comply with all the requirements of the Village's CG zoning district, the Village's site plan review standards, the Village's recently created design guidelines, and the Bay View Overlay requirements. As noted above, the proposed plan contains no variances of the Village's CG zoning requirements.

Village's Site Plan Review Criteria. The following are the Village's site plan review criteria and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 152.105(C)

(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The submitted plan complies with this requirement. The building has been designed in a manner to limit negative impacts on the Property's neighbors.

(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The submitted plan complies with this requirement. The proposed garage parking will remain sufficient to serve the uses within the building. The garage parking will be a mix of self-parking and valet parking.

(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The submitted plan complies with this requirement.

(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

As indicated by the submitted memo prepared by Richard Garcia, P.E. and Kimley-Horn and Associates, the impact of the proposed development will be accommodated by the existing roadway network and water and sewer system.

Village's Design Standards. As you know, the Village adopted a set of urban design standards codified in Section 155 of the Village Code. The following are the relevant design standards and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 155.03

Building and site design relationships shall conform to the following standards

1. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.

The submitted plan complies with this requirement.

2. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.

This requirement is inapplicable to the Property.

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.

This requirement is inapplicable to the Property

4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the

building or buildings, or enclosed in a separate structure compatible with the main building.

This requirement is inapplicable to the Property.

5. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.

The parking structure complies with this requirement.

6. Storefronts shall have easily identifiable entrances.

The submitted plan complies with this requirement.

7. Window displays shall be done in such a manner as to capture the pedestrians' customers' attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.

The development will comply with this requirement.

8. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.

This requirement is inapplicable to the Property.

9. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.

The submitted plan complies with this requirement.

10. All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.

The submitted plan complies with this requirement; all service bays, HVAC equipment, and similar areas will be hidden from public view. The trash pick up area will be located on the west side of the building, adjacent to the existing service area of the neighbor to the west.

11. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.

The submitted plan complies with this requirement; all service bays and similar areas will be hidden from public view.

12. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.

The development will comply with this requirement.

13. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.

The development will comply with this requirement.

14. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.

The submitted plan complies with this requirement. The loading and service area will be located in a manner that does not impede traffic on the Property or on the neighboring parcel to the west.

15. Pre-fabricated homes are prohibited in new construction.

This requirement is inapplicable to the Property.

16. Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with forty (40) percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or

wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.

The submitted plan complies with this requirement.

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

The development will comply with this requirement at the time of construction.

18. Reflective/mirrored glass shall be discouraged.

The submitted plan complies with this requirement.

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

The submitted plan complies with this requirement.

Section 155.04 New Construction.

A. Buildings should have a recognizable entrance facing the public street.

1. Design and location of balconies should reinforce the building form.

2. All projects should consider the overall form, and detail of the building. Box buildings are discouraged.

The submitted plan complies with these requirements. While the design is simple, it features changes in material and in plane that will create the most attractive new building in the Village.

Section 155.05 Site Design Relationships

A. The coordination of facade components help establish an identity for an office building, industrial building or shopping plaza. Therefore, for

all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

1. Compatibility with adjacent land uses in terms of scale and lot coverage.

The submitted plan complies with this requirement. The tower's robust setback and baywalk will effectively create a sense of open space and its adjacency to the Bay works to confirm the sense of scale. The project readily complies with all lot coverage requirements.

2. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.

The development will comply with this requirement.

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, façade treatment shall be coordinated and have like details. Such façade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.

The submitted plan complies with this requirement; the façades of the building will be coordinated and consistent with one another.

4. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.

The development will comply with this requirement at the time of sign approval.

<u>Section 155.08 Bayview</u>

A. Buildings should provide view/light/breeze corridors to the bay.

The submitted plan complies with this requirement. Care has been taken to minimize the project's visual impact when viewed from the Kennedy Causeway in order to provide generous view corridors to Biscayne Bay. As noted above, both the western and eastern setbacks are forty-eight (48) feet.

B. Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.

The submitted plan complies with this requirement.

C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.

The submitted plan complies with this requirement.

D. Pool decks should include landscaping to provide shade and tropical image.

The submitted plan complies with this requirement. The rear pool deck will include generous landscaped areas.

E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.

The submitted plan complies with this requirement.

Section 155.14 Landscaping

(A) Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED to create high visibility areas and natural access control. With regards to landscape design for both new construction and existing buildings, the following should apply:

The submitted plan complies with this requirement.

(B) Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

The submitted plan complies with this requirement.

1. Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.

The submitted plan complies with this requirement.

2. Rhythm should be maintained along public streets through the uniform placement of trees.

The submitted plan complies with this requirement.

3. Blank walls greater than 25' in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of twenty-five (25) feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at twenty (20) foot intervals shall be required to achieve this screening.

The submitted plan complies with this requirement. There are no "blank" walls in the proposed design.

4. Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.

The submitted plan complies with this requirement.

5. Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.

The submitted plan complies with this requirement.

6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be maintained as part of the built environment and the demand on our local water resources will be minimized.

The submitted plan complies with this requirement.

7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.

The submitted plan complies with this requirement.

8. Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.

The submitted plan complies with this requirement.

9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.

The submitted plan complies with this requirement.

10. Shrubs and ground cover shall be planted along public right-of-ways or around parking, and public open areas.

The submitted plan complies with this requirement.

11. Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.

The submitted plan complies with this requirement.

12. Landscape plans must be drawn, signed and sealed by a Florida Registered Architect or Landscape Architect.

The submitted plan complies with this requirement.

13. In addition to the design standards, all landscaping shall meet the standards of the Village of North Bay Village Landscape Code.

The submitted plan complies with this requirement.

14. Landscaping in 15' line of site triangle at intersections of right-of-ways and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.

The submitted plan complies with this requirement.

Section 155.17 Off-Street Parking and Loading

A. Minimum off-street parking and loading requirements shall conform to the Village Code relating to Parking and Loading Requirements. The following criteria shall also be considered:

1. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.

The submitted plan complies with this requirement.

2. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right of way. This may be accomplished by providing any or a combination of the following: masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.

The submitted plan complies with this requirement. The Property's loading areas will be located in the rear of the parcel.

3. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.

The submitted plan complies with this requirement.

4. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings wherever possible rather than aggregating parking into continuous street facing strips.

The limited surface parking area on the Isle of Dreams plan is broken up by landscaped areas.

5. Parking areas must provide adequate drainage.

The submitted plan complies with this requirement.

6. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six inch curb.

The submitted plan complies with this requirement.

7. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.

The submitted plan complies with this requirement. The parking areas within the garage will be invisible to the street.

8. Multiple levels of parking structures should be parallel to grade on waterfront elevations.

The submitted plan complies with this requirement.

9. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.

The submitted plan complies with this requirement.

10. Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.

The submitted plan complies with this requirement. The proposed garage will be completely screened.

Section 155.18 Dumpster Enclosures, Garbage / Mechanical Equipment Rooms

A. Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and Mechanical Rooms shall conform to the following criteria:

1. When associated with a restaurant and/or drinking use, trash and garbage facilities are recommended to be within an enclosed, air-conditioned garbage room for new construction or when buildings are being substantially rehabilitated, if feasible.

The development will comply with this requirement. The proposed trash room serving the project will be located on western portion of the building.

2. When located outside of the building, the facilities are preferred to be enclosed within a CBS opaque structure. The structure (including opaque gates) shall be painted to match the building, unless otherwise required by a special use district.

This requirement is inapplicable to the Property.

3. Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.

The submitted plan complies with this requirement as the dumpster enclosure will be located within the building.

4. Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited.

The submitted plan complies with this requirement.

5. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.

The submitted plan complies with this requirement.

6. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.

The submitted plan complies with this requirement.

7. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.

The submitted plan complies with this requirement.

8. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

The development will comply with this requirement.

<u>Section 155.19 Awnings and Canopies</u>

A. Pedestrian related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:

1. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.

The submitted plan complies with this requirement.

2. Continuous awnings over several stores are prohibited. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.

The submitted plan complies with this requirement.

3. Backlit awnings are prohibited. These awnings, because of their high visibility, become attention getting devices - such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances. High gloss vinyl (plastic) awning, backlit and metal awnings are not permitted.

The submitted plan complies with this requirement. There are no backlit awnings proposed in the development.

4. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.

There are no metal awnings proposed for the development.

5. Awnings shall be maintained in good repair, free from tears, fading or peeling. Awnings may be supported by poles and connected to the building underneath. Awnings needing vertical support columns are prohibited in the setback area.

The submitted plan complies with this requirement.

6. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.

The submitted plan complies with this requirement.

7. Signs on awnings/canopies are prohibited.

The submitted plan complies with this requirement.

8. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of 8 feet above the sidewalk.

The submitted plan complies with this requirement.

9. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

The submitted plan complies with this requirement.

Consistency with Charrette Goals. We believe the proposed commercial development will meet the stated goals of the charrette by providing first class development on Kennedy Causeway, providing public access to the waters of Biscayne Bay and preserving the visual corridors to Biscayne Bay from Kennedy Causeway.

Landscape Maintenance. As required by Chapter 18A of the Miami-Dade County Code, the Applicant will be submitting a full irrigation plan at

the time of permit. The landscaping, as required by code, will be irrigated on a regular basis.

The landscaping, once installed, shall be maintained under the following schedule:

A. Lawn/Grass

1) Cut bimonthly as required.
2) Fertilize and weed control as necessary.
3) Treat for pests and/or diseases as necessary.

B. Trees/Shrubs

1) Trim, fertilize and treat for pests as needed.
2) Replace as required.

Conclusion. We look forward to the Village's review and recommendation on the application. If you have questions or concerns, please call me at (305) 377-6229.

Sincerely,

Graham Penn

cc: Yvonne Hamilton
Jim Larue, AICP
Scott Greenwald
Jeffrey Bass, Esq.
Jeffrey Bercow, Esq.

13C(73)

01-14-14P04:24 RCVD

Miami Economic Associates, Inc.

January 14, 2014

Mr. Frank Rollason
Village Manager
North Bay Village, Florida

Re: Isle of Dreams Mixed-use Project
North Bay Village, Florida

Dear Mr. Rollason:

Miami Economic Associates, Inc. has performed economic analysis designed to address the following issues with respect to the proposed Isle of Dreams mixed-use project, which will be located at 1415 79th Street Causeway in North Bay Village, Florida:

- Analyze the proposed project's impact on the local housing market;
- Analyze whether market supports exist for the proposed commercial space and whether the level of support that exists would warrant the development of additional commercial space;
- Estimate the proposed project's impact on the economy of North Bay Village; and
- Estimate the fiscal benefits that the project will provide to North Bay Village.

The purpose of this letter, which is organized as shown immediately below, is to provide you with the results of our analysis.

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Project Description

The proposed Isles of Dreams mixed-use project will be located at 1415 79th Street Causeway in North Bay Village, Florida. The project will primarily consist of 237 high-rise condominium units including 78 one-bedroom units and 159 two-bedroom units. The one-bedroom units, all of which will have dens, will range in size from 1,250 to 1,400

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13c(74)

square feet. The two-bedroom units, inclusive of townhouses, flats and penthouses, will range in size from 1,625 to 3,000 square feet. In addition to the condominium units, the project will include 10,000 square feet of restaurant and retail space, which will be offered to the market as condominium units. Parking spaces will be provided in numbers greater than the Village code requires.

The proposed condominium units will contain a total of 363,736 square feet of saleable space and will generate gross sales proceeds approximating $163.7 million, with the "average" units selling for in excess of $690,000. Sale of the proposed commercial space will generate an additional $3.5 million in sales proceeds. Therefore, total sales proceeds for the project will approximate $167.2 million.

The proposed mixed-use project will cost $72.0 million to construct. An additional $27.0 million will be spent for architectural and engineering fees, marketing, sales commissions, permit fees, etc. Accordingly, a total $99.0 million will be spent to develop it, exclusive of the cost of land acquisition, financing fees and developer's profit.

Impact on the Local Housing Market

- The housing market throughout Miami-Dade County, is, after a prolonged slump, now experiencing a major resurgence with in excess of 75 new condominium projects now proposed throughout the County. These projects are being designed to capitalize on the growth of Miami-Dade County's population, which the County Planning Department estimates will increase by an average of approximately 30,000 people between now and 2020 as well as continued interest for vacation/second homes by people from other sections of the United States as well as Latin America, Europe and, increasingly, Asia The commencement of construction for the Isles of Dreams mixed-use project will be dependent on market conditions and the time required after its entitlements are in hand to achieve the requirement for pre-sales established by the project's construction lender.

  MEAI believes that the long-term factors that are influencing Miami-Dade County's housing markets favor the successful development of the proposed Isles of Dreams mixed-use project. Significant in this regard are the following points:

  - The available supply of land for more traditional types of green field development such as single-family detached and attached land that have historically dominated the residential market is limited. As a result, the market share for high-rise multi-family units will grow. Also fueling growth in this sector of the housing market is heightened interest among buyers to locate in an "urban" environment and to reduce the time spent commuting.

  - There are relatively few sites remaining throughout Miami-Dade County like that on which the proposed mixed-use project will be developed that will accommodate the development of bay front units, for which market demand has historically been strong and is likely to continue to be so. Projects developed on bay front sites attract support from various segments of the residential market

including full-time residents of Miami-Dade County as well as second home buyers of both foreign and domestic origin.

- An analysis of development patterns throughout Miami-Dade County show that the overwhelming preponderance of its jobs are located in the northern portion of the County while the bulk of its remaining capacity for new residential development is located in the southern portion of the County. Given the levels of traffic congestion now prevalent in the County, MEAI believes that new residential projects in the northern portion of the County will attract strong interest from the market.

- Based on the preceding, MEAI believes that the residential component of the proposed Isle of Dreams mixed use project will be successful from a market prospective.

Feasibility for Commercial Development

- The average household buying a unit at Lexi on the Bay will require an annual income approximating $195,000 to qualify for ownership under conventional mortgage underwriting standards. Households in their income range typically spend approximately 20 percent of their income on retail goods and in restaurants. Assuming that 70 percent units at the proposed Isles of Dreams mixed-use project are occupied by full-time residents while the remaining 30 percent of the units are occupied by second home buyers who are residence for an average of 4 months a year, the project's residents will account for $7.4 million annually in retail and food and beverage expenditures. Assuming average sales productivity per square feet of $350, these expenditures would support the development of 21,131 square feet of new retail and restaurant, or more than twice the quantity planned. However, MEAI does not believe that fact argues for the development of additional space since it there is existing commercial space within the Village that is either vacant or underutilized from a sales productivity per square foot perspective.

- It is anticipated that approximately 7,300 square feet of the commercial space proposed for development at the Isle of Dreams mixed-use project will be occupied by a restaurant that will provide its patrons with a bay front experience. As such, it is expected to attract customers from throughout North Bay Village and many other communities within Miami-Dade County as well as tourists visiting the County.

Impact on the North Bay Village's Economy

- As discussed above, the residents of the condominium units proposed for development at the Isles of Dreams mixed-use project will spend enough money to support more than 21,000 square feet of restaurant and retail space, or more than twice the amount that will be developed in the project. Accordingly, their expenditures will positively impact other retail space within the Village.

Miami Economic Associates, Inc. 6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (305) 669-8534 Email: meaink@bellsouth.net

Impact of North Bay Village's Finances

- Prior to commencing construction of the proposed Isles of Dreams mixed-use project, general building permit fees will need to paid in an amount equal to 1.5 percent of the projected $72.0 million in hard construction costs, or $1,080,000. Additional permit fees will need to be paid for electrical, plumbing, mechanical and sign permits. However, the project's plans have not yet been formulated to the point that such fees can be calculated at this time. At the time the building permit fees are paid, impact fees for Park Open Space and Park Improvements will also need to be paid. Based on the Village's current impact fee schedule, $201,687 in Park Open Space impact fees and $246,717 in Park Improvement impact fees will need to be paid.

- Pursuant to a development agreement already approved by the North Bay Village in November, 2013, development of the proposed Isle of Dreams mixed-use project will require that height and density bonus fees in the $800,000 be paid prior to the development of the project.

- The primary recurring fiscal impact of the proposed Isles of Dreams mixed-use project will be in the form of ad valorem taxes. The project will also provide other recurring fiscal impacts, most notably in the form of franchise fees and utility taxes; however, the amount of such revenues, which are dependent on usage, can not be estimated at this time

- According to the Constitution of the State of Florida, real estate should be assessed for ad valorem tax purposes at 100 percent of market value, which in the case the proposed Isle of Dreams mixed-use project would be $167.2 million based on its estimated sales proceeds. However, experience has shown that new projects are typically placed on the tax rolls at amounts equating to approximately 80 percent of market value, which in this case would be $133.76 million. Assuming that 70 percent of the proposed residential units qualify for the $50,000 Homestead Exemption, the taxable value of the proposed project will be $125.41 million. At North Bay Village's current millage rates, ad valorem tax revenues in the amount of $686,494 will be generated for its General Fund and $130,489 for its Debt Service Fund.

Closing

With respect to the proposed Isle of Dreams mixed-use project, the findings of MEAI's analysis are as follows:

- The proposed project should compete successfully in Miami-Dade County resurgent residential market, capturing both permanent County resident as well as vacation/second home buyers.

- Development of the proposed project will produce $7.4 million in new retail and restaurant expenditures, or an amount sufficient to support more than twice its

10,000 square feet of commercial space. This should prove beneficial to other commercial establishments within the Village.

- Prior to the construction of Isles of Dreams proposed mixed-use project, more than $1.0 million in building permit fees and nearly $450,000 in Park Open Space and Park Improvement Impact fees will be paid to the Village. The Village will also receive $800,000 in height and density bonus fees in accordance with the terms of a development agreement approved by the Village in November, 2013.

- The proposed Isles of Dreams mixed-use project will produce more than $815,000 annually in ad valorem taxes for the North Bay Village General and Debt Service Funds. It would also generate significant amounts of franchise fees and utility taxes for the Village.

Based on the preceding, MEAI believes that the proposed Isle of Dreams mixed-use project should be approved for development as proposed.

Sincerely,
Miami Economic Associates, Inc.

Andrew Dolkart
President

Miami Economic Associates, Inc. 6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (305) 669-8534 Email: meaink@bellsouth.net

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, FEBRUARY 11, 2014** 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 REQUESTS, IN ADDITION TO THOSE ITEMS ADVERTISED ON JANUARY 30, 2014, AT PUBLIC HEARING:

1. AN APPLICATION BY ISLES OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:

   A. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.

   B. BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

   C. BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.

   D. SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.

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.

13c(79)

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
(JANUARY 31, 2014)

13C(86)

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ROBERT LEIDER
GENERAL MANAGER, WSVN
1401 79TH STREET CAUSEWAY
N. BAY VILLAGE, FL 33141

SUNBEAM TELEVISION CORP
P.O. BOX 118
MIAMI, FL 33138-0000

PRESIDENT SUPERMARKET
1624 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

GOL TV, INC.
1666 KENNEDY CAUSEWAY, #402
N. BAY VILLAGE, FL 33141

BUDGET MINI STORAGE, NBV
5901 S.W. 7RTH ST., SUITE 205
MIAMI, FL 33143

SIAM BAYSHORE THAI
THAI RESTAURANT
1524 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

HESS O2565000
ATTN: CAROL HEALY
P.O. BOX 981747
EL PASO, TX 79998-1747

GROVE BY THE BAY MANAGEMENT
C/O NELSON FONSECA
1440 KENEDY CAUSEWAY, #400
N. BAY VILLAGE, FL 33141

ENTELEQUIA GROUP LLC
12550 BISCAYNE BOULEVARD, #311
NORTH MIAMI, FL 33181

SPECON IX LLCC
OME CONNELL DRIVE, #4000
BERKELEY, NJ 07922

COFFEE FUND 1 GROVE BAY
1500 SAN REMO AVENUE, #145
CORAL GABLES, FL 33146

NORTH BAY CAUSEWAY, LLC
9130 S. DADELAND BLVD., #1509
MIAMI, FL, 333156

13C(81)

Easy Peel™ Labels
Use Avery® Template 5160®
Feed Paper
Bend along line to expose Pop-up Edge™
AVERY® 5160®

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.

14A(1)

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.

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:

BARBARA NAVARRO
MY COMMISSION # EE 121873
EXPIRES: August 15, 2015
Bonded Thru Budget Notary Services

[SEAL]

14A(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

14A(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

"Exhibit A"

14A(5)

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

1700 JFK CAUSEWAY, SUITE 132, NORTH BAY VILLAGE, FL 33141
MIAMI-DADE COUNTY
PHONE #305-758-2626 FAX #305-866-7513

14A(6)

RECORDED 10-25-10
BK/PG: 027466/0021
FILE: 201007230045
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, [illegible], 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 [illegible]

14A(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

By: _____
NORMAN POWELL, ESQ.
SPECIAL MASTER

I, [illegible], 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 _____

14A18)

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)

YVONNE PATRICIA HAMILTON
MY COMMISSION # DD[illegible]
EXPIRES April 04, 20[illegible]
FloridaNotaryService.com

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 24th DAY OF October 2010

SIGNED

14A(9)

CASE NO. 10-0002

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 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 26 DAY OF October, 2010

SIGNED

14A(10)

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*

La Rue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

14B(A)

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.

This item is to come back before the Village Commission in order for applicants to present whether implementation of a natural gas fueled generator is feasible. Staff will review air quality information comparing diesel versus natural gas generators.

La Rue Planning
& Management Services, Inc.

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*

Planning
& Management Services, Inc.
1375 Jackson Street, Suite 205
Fort Myers, Florida
239-334-3366
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.

14B(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 effective 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 changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

6. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Submitted by:
James L. LaRue
James L. LaRue, AICP
Planning Consultant
November 1, 2013

Hearing: Village Commission, November 12, 2013

Attachments:

HB(7)

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.

Applicant's Name: Verizon Wireless in cooperation with the Bayview Condominium at North Bay Village 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

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).

LMPoklop
Authorized Signature

Lisa M Poklop
Print Name

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed to before me this 20 **day of** SEPTEMBER **20** 13
by LISA M. POKLOP
who is personally known to me or who has produced _____
as identification.

Notary Public

(Notary Seal)

NATALIA E NUNEZ
MY COMMISSION # DD980418
EXPIRES April 11, 2014
(407) 398-0153 FloridaNotaryService.com

14B(9)

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

Office Use Only:

Date Submitted: 10/9/13

Tentative Meeting Date: 11/12/13

Date Paid: 10/9/13

Fee Paid: $ 100.00

Cash ☐ or Check ☑ # 125289

14B(10)

BAYVIEW CONDOMINIUM ASSOCIATION LETTER OF CONSENT

10-10-13P12:15 RCVD

Nautica Management LLC
Property, Grounds and Asset Management Services

Date: October 10, 2013

To Whom It May Concern:

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

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

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

Association Representative	Property Manager Title	October 10, 2013 Date

MIAMI-DADE COUNTY SHORELINE COORDINATOR LETTER

MIAMI-DADE COUNTY

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.
1875 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 Cedeno, LEED A.P.
Shoreline Coordinator
Development Services Division
Department of Regulatory and Economic Resources

IHB(12)

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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)

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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)

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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.

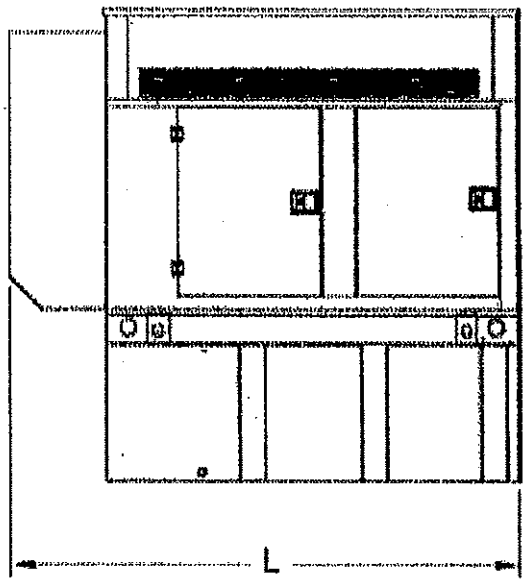
Compliance with the requirements of division (D) above shall be required for all existing and future service stations in the City which dispense gasoline to the public.

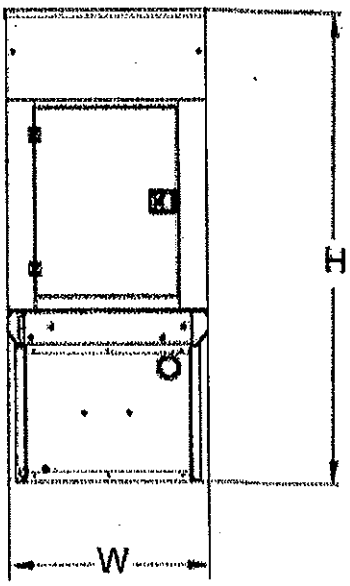
(Ord. 81-04, passed 1-21-81; Am. Ord. 90-10, passed 5-22-90; Ord. No. 2005-13, § 1, 11-8-05; Ord. No. 05-16, § 1, 12-13-05)

Cross reference— *Penalty, see § 151.99.*

14B(16)

GENERATOR SPECIFICATIONS



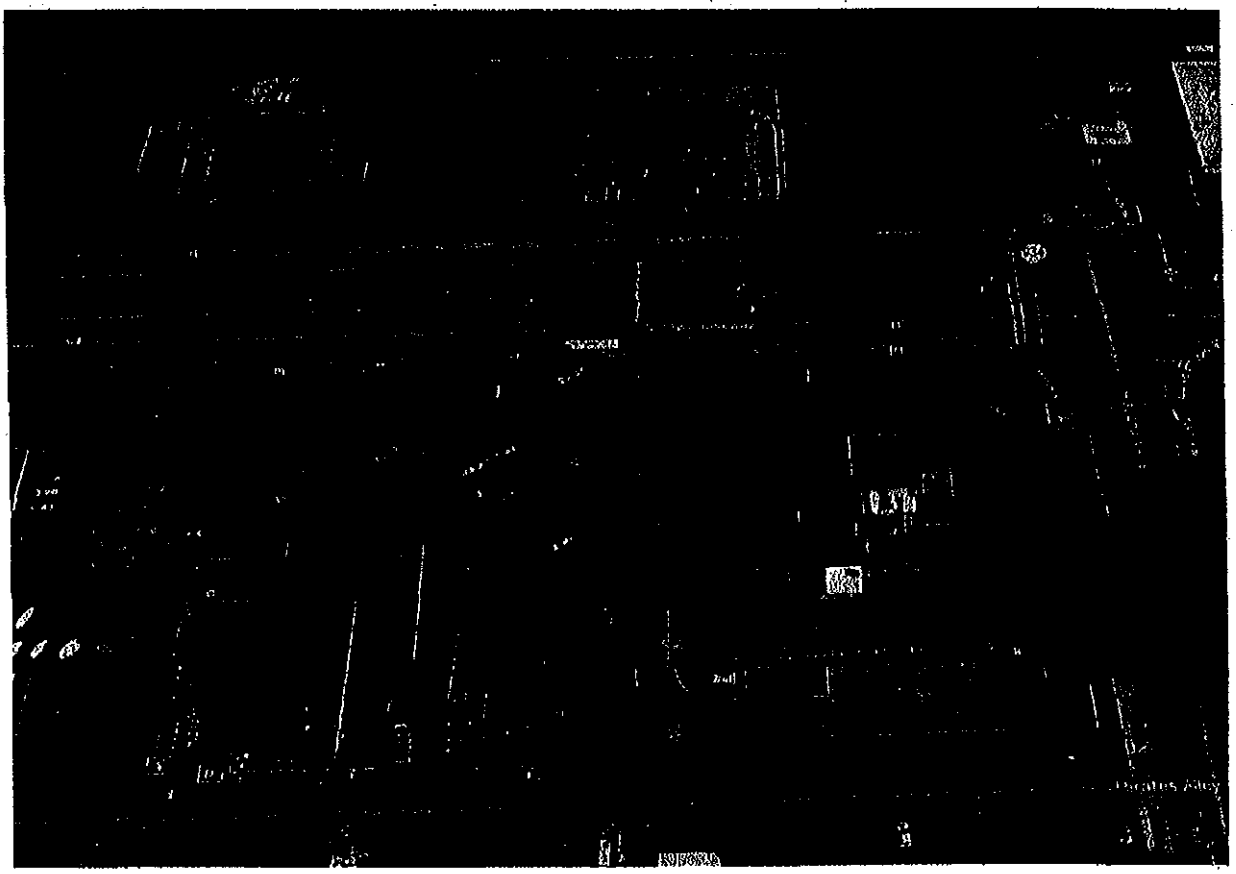


LEVEL 2 SOUND ENCLOSURE

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)

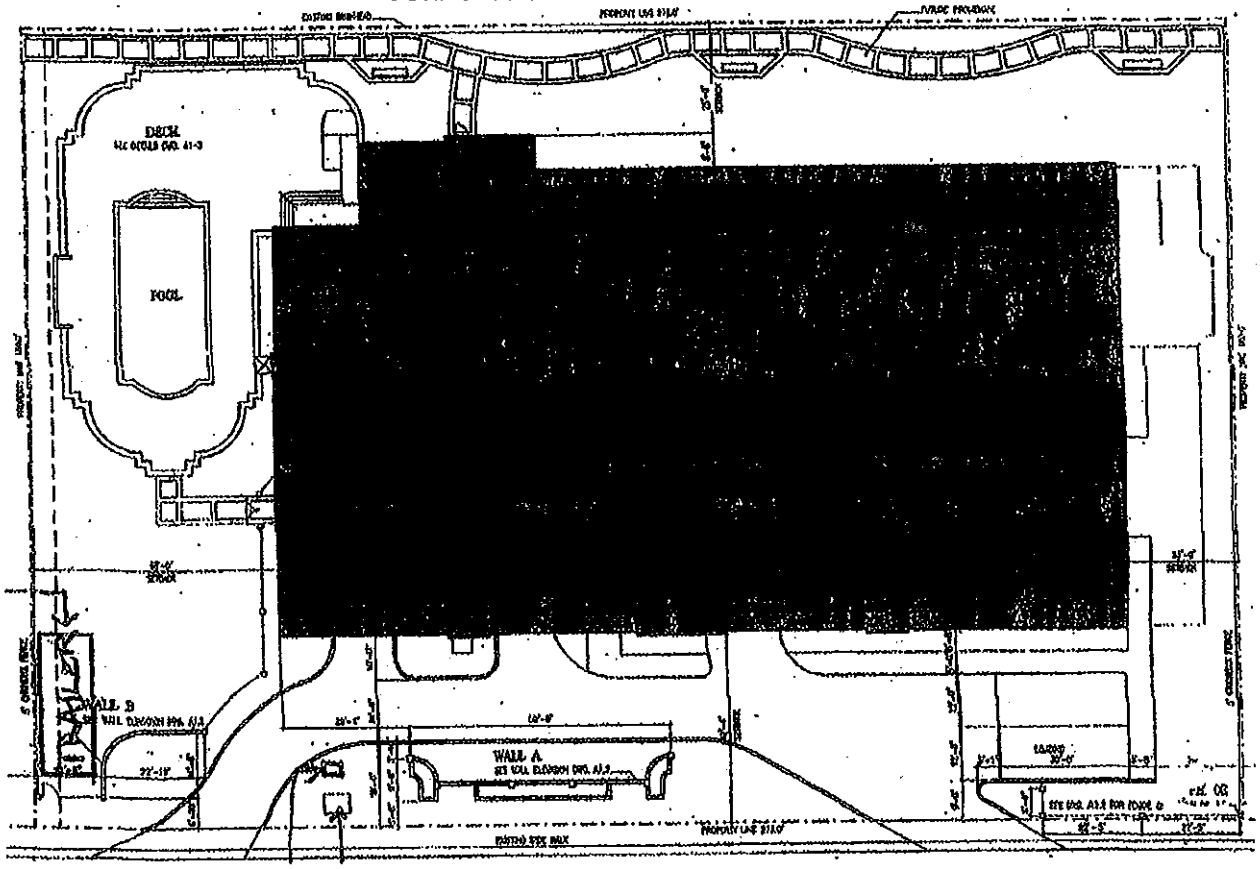
AERIAL PHOTOGRAPH OF SUBJECT SITE



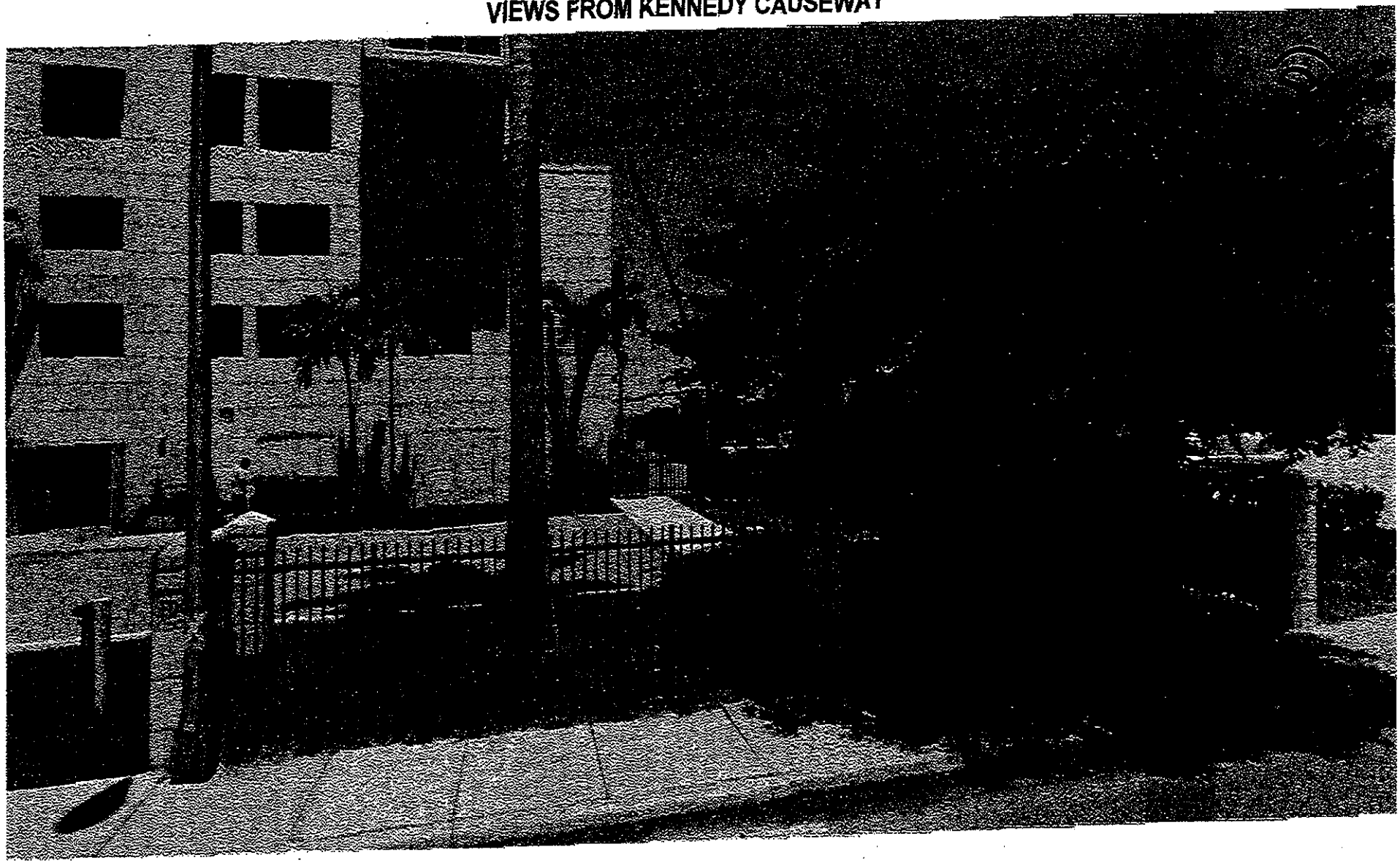
1HB(18)

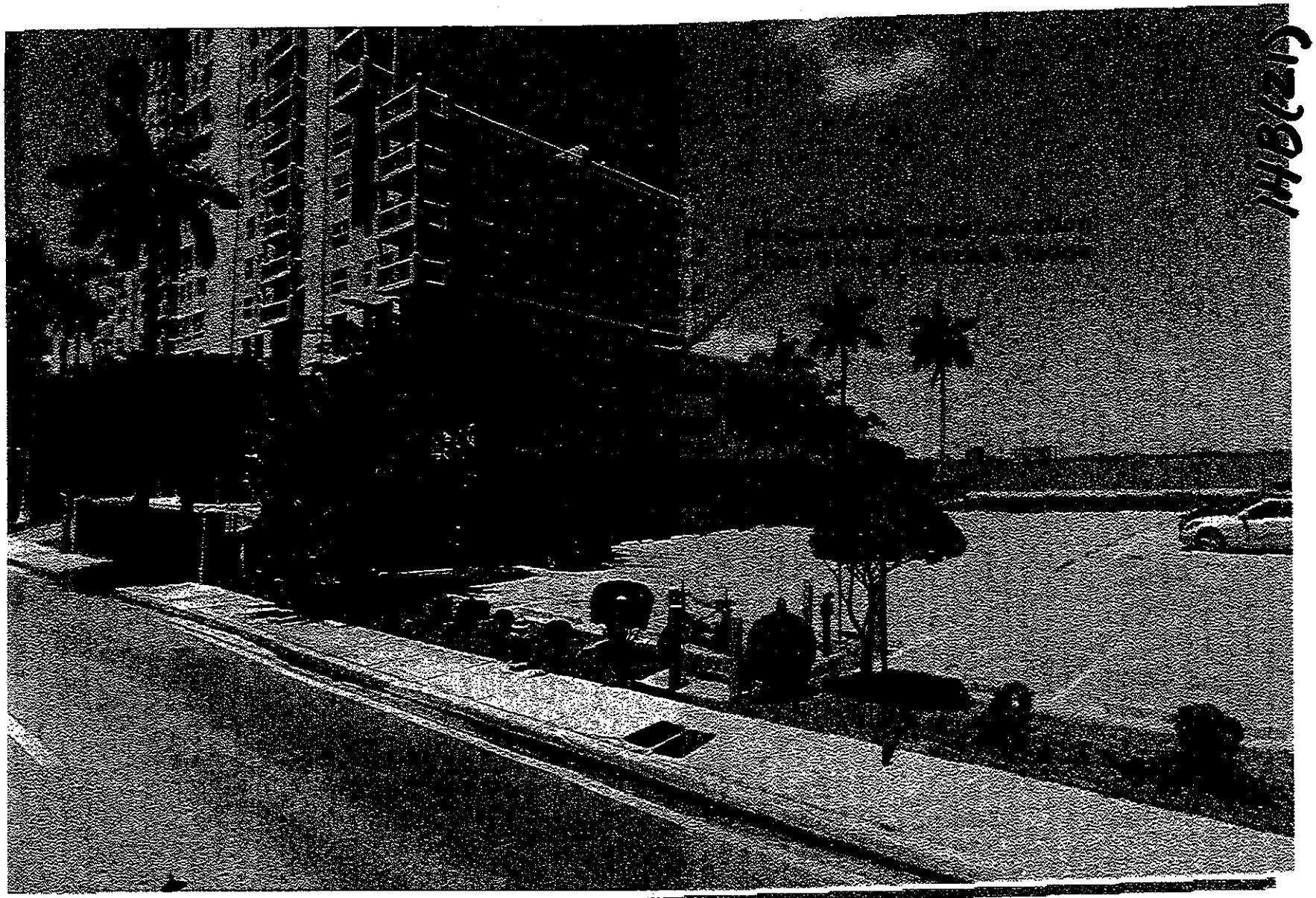
(61)8H1

CONDOMINIUM BUILDING 2001 SITE PLAN

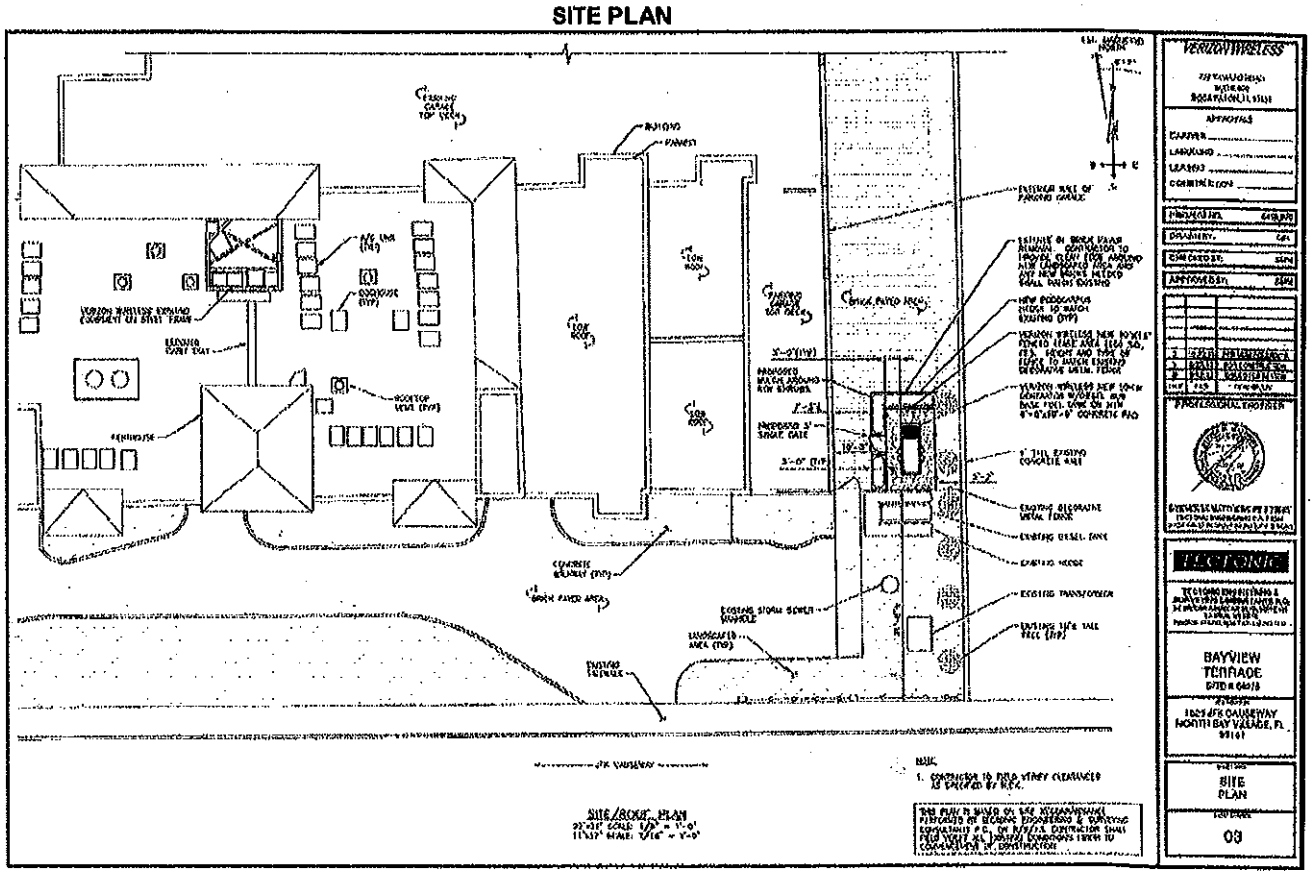


VIEWS FROM KENNEDY CAUSEWAY



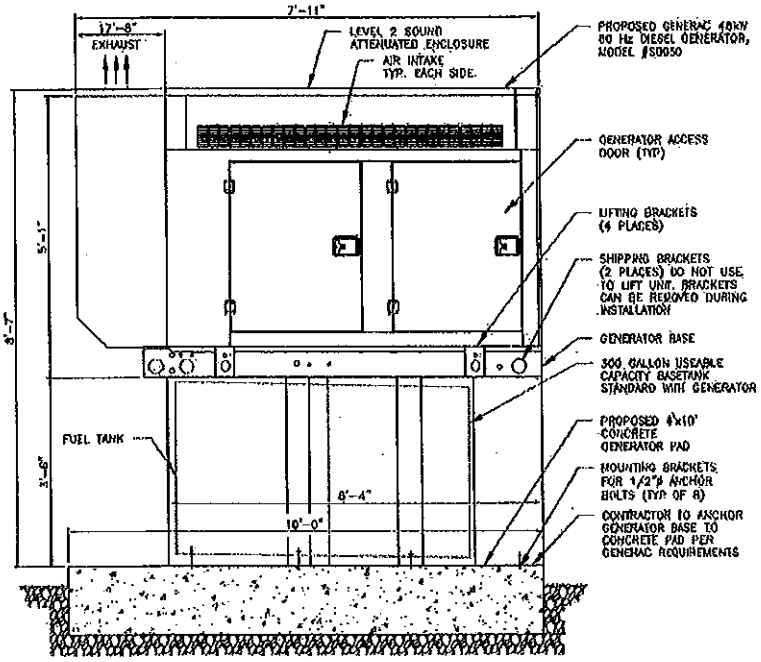


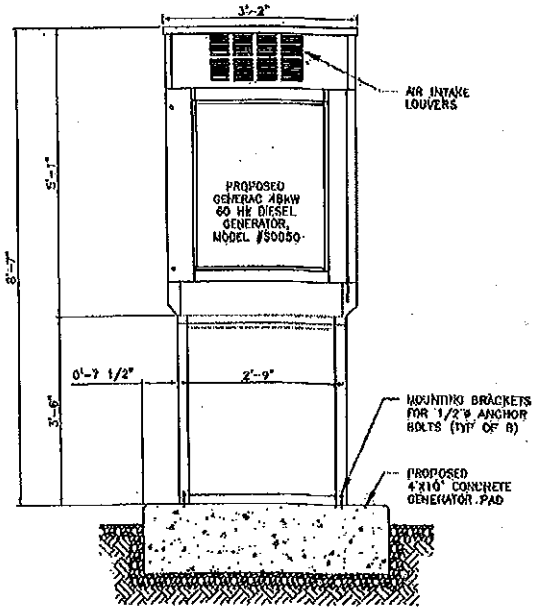
SITE PLAN



14B(22)

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)

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)

HB(25)

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)

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.

1HB(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)

14B(28)

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Cole BN North Bay Village FL LLC
National Tax Resource Group
1[illegible]000 Quorum Dr., #510
[illegible]las, 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)

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7901 Hispanola Avenue, #602
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7901 Hispanola Avenue, #603
North Bay Village, FL 33141

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7901 Hispanola Avenue, #605
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7901 Hispanola Avenue, #608
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7901 Hispanola Avenue, #702
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7901 Hispanola Avenue, #904
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7901 Hispanola Avenue, #906
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #907
North Bay Village, FL 33141

14B(3)

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North Bay Village, FL 33141

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Vorth Bay Village, FL 33141

Owner/Occupant
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7901 Hispanola Avenue, #1208
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14B(3)

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14B(32)

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North Bay Village, FL 33141

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7901 Hispanola Avenue, #2010
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14B(33)

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1625 Kennedy Causeway, #502F
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Owner/Occupant
1625 Kennedy Causeway, #503F
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #504D
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1625 Kennedy Causeway, #506B
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1625 Kennedy Causeway, #507A
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1625 Kennedy Causeway, #701E
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1625 Kennedy Causeway, #708A
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1625 Kennedy Causeway, #709C
N. Bay Village, FL 33141

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

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

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

14B(34)

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

Owner/Occupant
1625 Kennedy Causeway, #807A
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1625 Kennedy Causeway, #808A
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1625 Kennedy Causeway, #809C
N. Bay Village, FL 33141

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

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

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

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

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1625 Kennedy Causeway, #508A
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1625 Kennedy Causeway, #907A
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1625 Kennedy Causeway, #909C
N. Bay Village, FL 33141

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

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Owner/Occupant
1625 Kennedy Causeway
#1109C
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14B(35)

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#1201E
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1625 Kennedy Causeway,
#1202D
N. Bay Village, FL 33141

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

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1625 Kennedy Causeway
#1204B
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#1205G
N. Bay Village, FL 33141

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#1207C
N. Bay Village, FL 33141

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#PH107C
N. Bay Village, FL 33141

14B(3L)

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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.

1HB(37)

Section 2. Findings.

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

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

Section 3. Grant.

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

Section 4. Appeal.

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

Section 5. Conditions.

The Variance is approved subject to the following conditions:

1. To comply with Section 151.25, screening must be provided which screens the entire height of the generator structure.

2. 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

14B(39)

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

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(H1)

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 February 11, 2014 was posted at the above-referenced property on February 1, 2014.

Dated this 3rd day of February 2014

Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – February 11, 2014)

14B(42)

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 January 31, 2014.

Dated this 31st day of January 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-2/11/2014)

14B(43)

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, FEBRUARY 11, 2014** 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 REQUEST 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 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.

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YVONNE P. HAMILTON, CMC
VILLAGE CLERK

14B(44)

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NORTH BAY VILLAGE, FL 33141

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

ATLANTIC BROADBAND
1681 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL
33141

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

THE SHOPPES OF NORTH BAY
VILLAGE, LLC
1320 S. Dixie Highway, Suite 781
Miami, Florida 33146

THE LEXI CONDOMINIUM
7901 HISPANOLA AVENUE
N. BAY VILLAGE, FL 33141

THE WITE HOUSE
CONDOMINIUM
1770 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

BAYVIEW CONDOMINIUM
1625 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

CAUSEWAY TOWER
1666 KENNEDY CSWY., #600
N. BAY VILLAGEL, FL 33141

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

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

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N. Bay Village, FL 33141

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14B(45)

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#804D
N. Bay Village, FL 33141

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

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#1005B
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#1006B
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#1007A
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1625 Kennedy Causeway
#1008A
N. Bay Village, FL 33141

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

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

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

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

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

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

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

14B(46)

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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

Owner/Occupant
1625 Kennedy Causeway, #507A
N. Bay Village, FL 33141

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

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

Owner/Occupant
1625 Kennedy Causeway, #601E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #602F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #603F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #604D
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #605B
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #606B
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #607A
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #608A
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #609C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #701E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #702F
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #703F
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #704D
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #705D
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #706B
N. Bay Village, FL 33141

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1625 Kennedy Causeway, #707A
N. Bay Village, FL 33141

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

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

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

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1625 Kennedy Causeway, #802H
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14B(47)

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

Owner/Occupant
7901 Hispanola Avenue, #602
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #603
North Bay Village, FL 33141

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7901 Hispanola Avenue, #604
North Bay Village, FL 33141

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7901 Hispanola Avenue, #605
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #608
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #702
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #703
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, #705
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7901 Hispanola Avenue, #706
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7901 Hispanola Avenue, #707
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7901 Hispanola Avenue, #708
North Bay Village, FL 33141

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7901 Hispanola Avenue, #709
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7901 Hispanola Avenue, #710
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7901 Hispanola Avenue, #802
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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7901 Hispanola Avenue, #809
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7901 Hispanola Avenue, #810
North Bay Village, FL 33141

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7901 Hispanola Avenue, #811
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #901
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #902
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #903
North Bay Village, FL 33141

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7901 Hispanola Avenue, #904
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #906
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #907
North Bay Village, FL 33141

14B(48)

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Owner/Occupant
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7901 Hispanola Avenue, #910
North Bay Village, FL 33141

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7901 Hispanola Avenue, #911
North Bay Village, FL 33141

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7901 Hispanola Avenue, #912
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1001
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1002
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1003
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1004
North Bay Village, FL 33141

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North Bay Village, FL 33141

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7901 Hispanola Avenue, #1209
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1009
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7901 Hispanola Avenue, #1011
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1012
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1101
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1102
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1103
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1104
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1106
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1108
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1109
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1110
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1201
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North Bay Village, FL 33141

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7901 Hispanola Avenue, #1203
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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1207
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1208
North Bay Village, FL 33141

14B(49)

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Owner/Occupant
7901 Hispanola Avenue, #1210
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

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1706
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1708
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1709
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1712
North Bay Village, FL 33141

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7901 Hispanola Avenue, #1912
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2001
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2002
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2003
North Bay Village, FL 33141

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

Owner/Occupant
7901 Hispanola Avenue, #2006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2008
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2010
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2012
North Bay Village, FL 33141

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HB(51)

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

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

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

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

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

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

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

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

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

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

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

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

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

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HB(52)

NEIGHBORS CALENDAR

• CALENDAR, FROM 20NE

www.miamichildrenstheater.com.
Just the Puppies @ Just the Funny: The Puppies are once again taking on Miami for a night of hilarity.
Advanced purchase required - as we typically sell out.
Visit: www.sickpuppiescomedy-.com for more informati.
9 p.m. Jan. 31. Just the Funny Improv Comedy Theater, 3119 Coral Way, Coral Way. $12. 954-667-7735. www.sickpuppiescomedy.com.
The BIG Show: Check out our AWARD WINNING MAINSTAGE CAST, or our top-notch MIX Team, as one of them brings you JTF's Signature Show where "Whose Line is it Anyway" meets "Saturday Night Live", featuring sketches, music & improv comedy based on YOUR suggestions!
9 p.m. Feb. 1. Just the Funny Improv Comedy Theater, 3119 Coral Way, Coral Way. 305-693-8669. www.justthefunny.com/shows/index.htm.
WWE Live:
7:30 p.m. Jan. 31. American Airlines Arena, 601 Biscayne Blvd., Park West. $56.11 - $140.27. 786-777-1000.

POETRY

J.A.V.A- Christian Poetry Night: J.A.V.A (Jesus Approved Vibin Atmosphere) presents poetry and music. $10.
7 p.m. Feb. 1. Ecletic Miami Cafe, 13227 NW Seventh Ave., Allapattah. $10 (includes house drink and appetizers). 305-978-3448 or 305-978-3748 for info or to RSVP. https://www.facebook.com/java.cafe.9#!/.

R&B AND SOUL

Lattimore & Cool Chris invites you to their Annual Super Watch Party!: The Turf Club @ Calder Casino & Race Course 21001 NW 27th Ave Miami Gardens
Dates/Time: February 2nd 2014 4pm til Midnight
Live D.J. Playing the latest R&B, Hip Hop, Reg.
4 p.m. Feb. 2. Calder Casino & Race Course, 21001 NW 27th Ave., Miami Gardens. Advance Admission Ticket Purchase Price- $20. 954-668-1984. www.facebook.com/3thehardway promotions.

REC & WELLNESS

Rina Yoga Eighth Anniversary Party: Enjoy a free yoga class taught by Rina Jakubowicz and live music by Afrobeta and Adrian Gonzalez. Following the class is a picnic with fun activities for the whole family and hosted by sponsors, Crave Clean, KIND, NUWI, Roots & Freens, and EVOS..
10:30 a.m. Feb. 1. The Barnacle Historic State Park, 3485 Main Hwy., Coconut Grove. Free. 305-442-6866.

RECREATION

City of Homestead National Parks Trolley: Now through April, the city of Homestead is providing FREE weekend public transportation to and from Biscayne National and Everglades National Parks. Pick up and drop-off.
7:45 a.m. Feb. 1. Losner Park, 104 N. Krome Ave., Homestead. FREE. 305-224-4438. www.cityofhomestead.com/gateway.

REGGAE

Sunset at Negril | Live Reggae Bands Every Sunday | Free Admission: Sunset at Negril | Live Reggae Bands Every Sunday | Free Admission
6 p.m. Feb. 2. Negril On The Green, 315 S. 62nd Ave., Hollywood. 954-962-2006. https://www.facebook.com/NegrIOnTheGreen.

ROCK

Chelsea Wolfe:
7:30 p.m. Feb. 5. The Fillmore, 1700 Washington Ave., Miami Beach. 305-673-7300. chelseawolfe.net.

RUNNING

Miami Marathon & Half Marathon: Join 25,000 fellow runners along the 26.2 miles of roadways filled with inspiring sights and sounds to cheer on those who choose to RUN MIAMI. Registration open at website..
5:55 a.m. Feb. 2. Jungle Island, 111 Parrot Jungle Trail, Watson. $100-$125 for registration. 305-278-8668. www.usroadsports.com/Signature/Miami/.
Running for Brews: Weekly 5K run through downtown Miami with group of all ages and abilities. Meet up and sign up at Elwoods, run a 5k and return for special pricing on beer and food
7 p.m. Feb. 5. Elwoods Gastro Pub, 188 NE Third Ave., Downtown Miami. free. www.runningforbrews.com.

SPORTS & OUTDOORS

Mahogany Hammock Walk: Explore a Tree Island with a Ranger, look for tropical plants and wildlife along this shady boardwalk path, Meet at Mahogany Hammock Trail. Held Tuesdays, Thursdays and Saturdays through March 22..
10 a.m. Feb. 1. Everglades National Park, 40001 State Hwy. 9336, Homestead. Free. 305-242-7700.
Track & Field FY2014: Description Miami Gardens Flash FY14 Activity Track & Field FY2014 #2195.1.01 Type Sports Leagues Meeting dates From February 3, 2014 to July 28, 2014 Each Monday from 6pm to.
6 p.m. Feb. 3. Miami Gardens City Hall, 1515 NW 167th St.,.
Water Aerobics - Feb - 2014: Activity Water Aerobics - Feb- 2014 #4.380.2.02 Price Standard charge: $30 Type General Classes Meeting dates From February 1, to February 27 Each Monday from 9a.
9 a.m. Feb. 1. Betty T. Ferguson Community Center, NW 199th St and Unity Blvd, Opa-locka.

SYMPHONY

Miami Classical Guitar Society presents: Russian virtuoso Rovshan Mamedkuliev: The Miami Classical Guitar Society proudly presents the third concert of its 2013-2014 Season, featuring young Russian virtuoso Rovshan Mamedkuliev, First Prize Winner of the 2012 Guitar Foundation of America International Competition!
8 p.m. Feb. 1. Saint Bede Episcopal Chapel, 1150 Stanford Dr., Coral Gables. $25. 305-412-2494. www.miamiguitar.org.

TALKS & LECTURES

Artist Talk: Leonor Antunes: Leonor Antunes will open a project gallery installation at PAMM in June 2014. While visiting to research the context for this new site-specific piece, she will deliver a talk.
2 p.m. Feb. 1. Perez Art Museum Miami (PAMM), 1103 Biscayne Blvd., Park West. Free with museum admission. Space is limited. First come, first seated. 305-375-3000. www.pamm.org/calendar/2014/o/artist-talk-leonor-antunes.
Yogic Breathing: The Science and Medicine Behind Yogic Breathing
Lecture by Sundaravadivel Balasubramanian (Medical Univ. of South Carolina) Dr.I Balasubramanian is a Cell Signaling researche.
5:30 p.m. Feb. 6. Florida International University, 11200 SW Eighth St.,. Free. 305-348-3909. spirituality.fiu.edu/events/2014/the-science-and-medicine-behind-yogic-breathing/balasubramaniam.jpg.

TANGO

Every Tuesday Tango Class in Miami Shores 9pm: Tango Class 9pm
Teacher Diego Santana
https://www.facebook.com/events/607298829310378/
9 p.m. Feb. 4. MPower Projet GYM, 9301 NE Sixth Ave., Miami Shores. 15. 786-355-0882. www.diegosantanatango.com.
Tango Class at New Millennium Ballroom! Every Tuesday at 7pm: Tango Class Beg. 7- 8 pm
Adv. 8- 9 pm
Tango Class by Diego Santana
www.diegosantanatango.com
7 p.m. Feb. 4. Tango and Milonga Classes in Hallandale Fl., 2500 East Hallandalle Beach Blvd., Hallandale. 786-355-0882. www.diegosantanatango.com.

THEATER

Antony & Cleopatra: GableStage is collaborating with two of the world's most prestigious theaters - The Public in NYC and the Royal Shakespeare Company in the UK - on what promises to be one of t.
8 p.m. Jan. 31. Colony Theater, 1040 Lincoln Rd., Miami Beach. 305-674-1040.
Assassins The Musical: Winner of five 2004 Tony Awards including "Best Revival of a Musical," ASSASSINS is the show that gives new meaning to the phrase "killer musical." With a stylish Stephen Sond.
7:30 p.m. Jan. 30. The Adrienne Arsht Center, 1300 Biscayne Blvd., Media and Entertainment District. $45+. 786-468-2000. www.arshtcenter.org.

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, FEBRUARY 11, 2014** 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 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 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.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE TO 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. (SECOND READING)
3. A REQUEST BY THE PROPERTY OWNER OF 1400 SOUTH TREASURE, LOCATED IN THE RS-2, MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT, LOT 31, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA TO CONSTRUCT A DOCK AND BOAT LIFT.

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

14B(53)

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

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **February 11, 2014**

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

RECOMMENDED BY STAFF: Frank Rollason, Village Manager

PRESENTED BY STAFF: Bert Wrains, CGFO Finance Director

SUBJECT: Village Hall - Causeway Towers, LLC Additional Leased Space

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RECOMMENDATION:

It is recommended that the Village Commission consider the proposal from Causeway Tower, LLC for 4,240 sq ft of additional office space at 1666 Kennedy Causeway.

BACKGROUND:

This additional space would be on the first floor of the Causeway Tower where the Sabadell Bank had previously operated their bank. The space can be reconfigured to provide space for the Commission Meetings and other public meetings, space for staff to operate a receptionist and utility payment collections, building permits issuance and inspections, and the US Post Office. This space is more accessible for the general public to conduct Village business.

15A(1)

The FY 2014 budget currently does not have any uncommitted revenue that could fund the three (3) month lease cost increase for FY 2014. The Village would take possession of the facilities on May 1, 2014. The landlord has agreed that the first two (2) months' rent would be waived. This would require the Village to pay for the months of July through September 2014 out of the current FY 2014 budget. This would require $22,259 to cover this increased rental and moving costs for FY 2014 (see attached). This includes $10,000 in one time moving costs. At the current time, the Village will have a savings in the Village Attorney costs for the remainder of FY 2014. This is estimated to be around $60,000 depending on future litigation costs for FY 2014.

The annual increased lease cost would go up by $49,882 for the FY 2015 budget. There are no increases in other revenues for FY 2015 known at this time. If there are no other increased revenues for FY 2015, then we will have to look at cost savings in General Fund operating departments or this could be made up by increasing the Ad Valorem property taxes. The millage rate would have to be increased .0745 mills to cover this increased cost. The Village Attorney fees will be $96,000 less than the FY 2014 budget; however, there may be additional litigation fees that were not included in the FY 2014 budget.

This ad valorem increase would translate to a $0.0745 cents increase per $1,000 of taxable property in the Village or $11.18 for FY 2015 based a $150,000 taxable valued home. This would apply equally to all properties on the tax roll.

FINANCIAL IMPACT:

The FY 2014 General Fund Budget would have to be increased $22,259 for rent and one time moving expenses. The Appropriation of Unreserved Fund Balance would be $22,259 for FY 2014. The increased expenditures for FY 2015 will be $49,882, and is currently unfunded. Unless there are increased revenues in other General Fund categories or a reduction in operating expenses, this could require an increase in the ad valorem tax rate by .0745 mills.

15A(2)

BUGETARY IMPACT (Finance Dept):

The FY 2014 General Fund budget will have to be increased by $22,259 to cover relocation and rent for the months of July, August and September 2014. The FY 2015 General Fund budget will have to be increased $49,882 for the increased cost of Village Hall leased space.

PERSONNEL IMPACT:

The approval of this increase in office and public area space will not require any additional employees. This will allow current employees to serve the public more efficiently. This will allow the Commission to conduct Village meeting is our own facilities on the first floor of the Causeway Tower building.

15A(3)

Causeway Tower, LLC
MEMORANDUM

1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883

TO: Frank Rollason, Interim City Manager
North Bay Village #300

FROM: Frank Richman, Commercial Property Manager

RE: Revised Lease Proposal- North Bay Village – Suite #101

DATE: January 6, 2014

Tenant name:	North Bay Village
Use:	Council Chambers and Public Access Areas (U.S. Post Office, Water Dept., Building Dept.)
Related Entities:	None
Space/Sq. Ft.:	Approx. 4,240 RSF
Term:	Two years and Two months: Effective date: May 1, 2014 Expiration date: June 30, 2016

Date Subject To Change:

Effective date subject to change and is contingent upon the existing tenant not renewing their lease which is subject to expire 4/30/14.

Rent Abatement:	**Two (2) Month Rent Abatement (May and June 2013)**
Rental Rate:	Year 1- $20.00/RSF Year 2- $20.80/RSF
Renewals:	Two (2)- One (1) year renewals to be negotiated, but not less than 4% increases
Landlord Improvements:	Tenant to do their own improvements and Landlord will give a Tenant Improvement allowance of $18,000.00 towards flooring, wallpaper removal, paint and interior wall removal.

15A(4)

Security Deposit:	None
Guarantees:	None
Parking:	Six (6) uncovered parking spaces and Three (3) covered parking spaces
Utilities:	Landlord will provide building standard electric, air conditioning and water, as stated in the lease.
Note:	The City Commissioners will need to vote on the lease and issue a Resolution authorizing the execution of the Lease. They will need to provide us with a copy of their current Tax Exempt Certificate.

This proposal shall represent an understanding between all parties on the basic term and conditions of the proposed lease. However, neither party shall be bound or have any liability to the other party, unless a lease is executed by both parties

15A(5)

NORTH BAY VILLAGE

VILLAGE HALL MOVING EXPENSES

One time costs to relocate

Post Office,Receptionist/Cashier and Building Department Operations

Moving Costs	One Time
Com,merical Movers to move furniture and files	$ 800
Cabeling and physically move computers and phones	$ 5,000
Toshiba copier	$ 300
Additional cameras	$ 600
Additional door swipe equipment	$ 2,000
Marquee Sign	$ 900
Locksmith services	$ 400
Total costs to relocate functions from 3rd floor to first floor	$ 10,000

NORTH BAY VILLAGE VILLAGE HALL RENTAL COSTS FY 2014 BUDGET

Annual Costs for Space	Annual Costs for Space	3 MONTH COSTS
4,240 sq ft space @ $20.00 per rental square foot (RSF)	$ 84,800	$ 21,200
A/C additional costs 24 meetings at 5 hrs @ $50 per hr **	$ 6,000	$ 1,500
Total Annual Costs	$ 90,800	$ 22,700

Annual Savings for Space	Annual Savings for Space	3 MONTH SAVINGS
Audio Video Services - $1,565 per meeting (avg 1.5 per mo)	$ 28,170	$ 7,043
Custodial Services for opening and closing TIES auditorium **	$ 1,800	$ 450
Public storage - $983 per month *	$ 11,796	$ 2,949
Annual cost reductions	$ 41,766	$ 10,442

TOTAL FY 2014 Costs to relocate Village Functions (July 2014 to Sept 30,2014) 3 Months	$ 22,259
TOTAL FY 2015 Costs to relocate Village Functions (Oct 1,2014 to Sept 30,2015) 12 Months	$ 49,882

* This would require the Village to have some storage on the 3rd floor

** Includes 18 Commission meeting and 6 P&Z meetings per year Prepared By Bert Wrains November 4,2013

Revised November 29, 2013 Updated January 2,2014

15A(6)

North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RECOMMENDATION MEMORANDUM

DATE: **January 27, 2014**

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

RECOMMENDED BY STAFF/COMISSIONER:
Jorge Gonzalez, Commissioner

PRESENTED BY STAFF:
Frank Rollason, Village Manager

SUBJECT: North Bay Village Scholarship Review Committee

RECOMMENDATION:

It is recommended that the Village Commission approve the creation of a high school scholarship review committee and appointment of members to such committee for the purpose of reviewing the applications received this school year, as well as making a recommendation to the Commission on the awards.

BACKGROUND:

This fiscal year $5,500 was allocated towards a North Bay Village Scholarship fund for graduating high school seniors. Criteria was developed, advertised and placed on our website and Commissioner Gonzalez along with staff has also met with the Beach High principal to discuss process and awards. Scholarship applications are due back to the Village on March 31, 2014 no later than noon. Ms. Cutino who has been instrumental in organizing this scholarship process will be tasked with ensuring that the applications that are provided to the Committee meet the minimum qualifying criteria as set forth in the application.

15B(1)

The scholarship application review committee will meet 2 times during the month of April, one to review the applications and the second to make a decision on the awards. It is proposed that the committee that is created be comprised of the existing two members of the Youth Services and Education Board Alex Funkhouser & Ana Fonseca and two staff members, Tes Cutino and Jenice Rosado. The Village Clerk has reached out to the above named proposed committee members and all wish to accept the appointment to this Committee. The committee will present their award decisions to the Commission at the Commission meeting in May.

FINANCIAL IMPACT:

Disbursement of the $5,500 dollars in awards.

BUDGETARY IMPACT (Finance Dept):

Disbursement of the $5,500 dollars in awards.

PERSONNEL IMPACT:

Tes Cutino and Jenice Rosado will participate in committee.

15B(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

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **January 31, 2014**

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

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

SUBJECT: Bulb Out Removal at 1680 South Treasure Drive

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution awarding the resident and owner of 1680 South Treasure Drive to remove the bulb out in front of the aforementioned property.

BACKGROUND:

1680 South Treasure Drive has a bulb out in front of the property which essentially eliminates any parking to the residents or visitors of the property. The resident and owner Mr. Najib Tayara has indicated that this roadway feature has created a hardship to himself and family by not allowing them to park more than one vehicle in front of the property.

Recognizing that the Village is financially restrained from performing this removal, Mr. Tayara has accepted the financial and legal responsibility to remove this feature at his own cost with no current or future recourse to the Village financially or legally. In addition, Mr. Tayara has accepted to perform the construction activity in accordance with the current standards of Miami–Dade county and those of North Bay Village.

15C(1)

BUDGETARY IMPACT:

The Project is fully funded by Mr. Najib Tayara through a contractor that meets the requirements of North Bay Village and Miami-Dade County. The Village will have no financial obligation in this project.

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

15C(2)

NAJIB TAYARA
1680 S. Treasure Dr.
North Bay Village, FLORIDA

December 19, 2013

Mr. Frank Rollason
Village Manager
North Bay Village, Florida

Ref: 1680 S. Treasure Drive – SURVEY

Please find attached:

1) A copy of the Survey
2) Copy of the Permits for the Demolition of the Garage and separation of the Lots 7 & 8
3) A letter from the City of North Bay Village regarding acceptance of completion of Partial Demolition

Najib Tayara
305.490.3246

5 Attachments

15c(3)

CITY OF NORTH BAY VILLAGE

7903 East Drive (Kennedy Causeway)
North Bay Village, Florida 33141 • (305) 756-7171 • FAX (305) 756-7722

March 9, 2006

Mr. Najib and May Tayara
1680 South Treasure Drive
North Bay Village , FL 33141

RE: Completion of NBV Building Permit Number 05B00635.

Location of Improvement: 1680 South Treasure Drive
North Bay Village, FL 33141
Type of Improvement: Partial Demolition
Folio Number: 23-3209-009-0070
Lots: 7 & 8 Block: 1
Issued Date: 01/18/2006

Dear Mr. and Mrs. Tayara

The City of North Bay Village Building, Planning and Zoning Department here by accepts the completion of the Partial Demolition Building Permit Number 05B00635 as per plans submitted. The building permit is now closed. If you have any questions please contact me at (305) 865-0506.

Sincerely,

Paul Gioia
Chief Building Official
Building, Planning and Zoning Department
City of North Bay Village

Cc: Mr. Sam Zamacona Jr. E.I.

Mayor Joseph S. Geller | Vice Mayor George A. Kane | Commissioner Oscar Alfonso | Commissioner Tzvi Bogomilsky | Commissioner Dr. Paul Vogel

15C(4)

THIS CARD MUST BE DISPLAYED ON FRONT OF JOB

CITY OF NORTHBAY VILLAGE
7903 EAST DRIVE, FLORIDA 33141
HARBOR ISLAND

BUILDING PERMIT

PHONE:
(305)-754-6740

PERMIT No. 05-BC0635 ZONE CS 2

OWNER Najib Tayara DATE 1-18 06

CONTRACTOR
TELEPHONE NO. O/B. LICENSE NO.

PURPOSE Partial Demolition

LOT 7-8 BLOCK 1

SUBDIVISION Treasure Island

ADDRESS 1680 S. Treasure Dr.

FINAL INSPECTION REQUIRED

NO CONSTRUCTION
BEFORE 8:00 A. M. - OR - AFTER 5:00 P.M
OR SATURDAY - OR - SUNDAY

15C(5)

CITY OF NORTH BAY VILLAGE, FLORIDA 33141

Bldg. & Zoning Dept.

Inspection Request

Date 03/09/06 Time

Type Insp'n Final Demo

☑ Building ☐ Plumbing ☐ Electrical ☐ Mechanical ☐ Plan Review

Permit No. 05-B00635

Name

Address 1680 S. Treasure Dr.

Called in by O ☑ OB ☐ C ☐

Company Owner

Telephone No. (305) 332-2979

Caller's Name Sam Zamacona

Taken By Erma

For Inspector Sal / Jorge

Approved ☑ Yes ☐ No. (Please Check One)

Correction (Describe)

Inspector's Signature [signature]

Inspector's Name: JORGE RODRIGUEZ (Please Print)

Title

03-09-06

Date Signed

Reinspection Fee: ☐ Yes ☐ No.

Other Comments

Total Number of Hours Worked:

15C(6)

CITY OF NORTH BAY VILLAGE, FLORIDA 33141
BUILDING, PLANNING AND ZONING DEPARTMENT
7903 EAST DRIVE
TEL: 305-754-6740
BUILDING PERMIT APPLICATION

APPLICATION DATE: _____ PERMIT NO: 05 B00635 ISSUE DATE: _____

OWNER INFORMATION:
NAME: NASIB TAYARA
ADDRESS: 1680 S. Treasure DR.
CITY: NBV STA: FL ZIP: 33141
PHONE: 305 494-9733

LOCATION OF IMPROVEMENTS:
STREET: SAME
FOLIO: 23-3209-009-0070
LOT: 7 & 8 BLK: 1 SUB: _____
ZONE: ☐RS-1 ☒RS-2 ☐RM-40 ☐RM-70 ☐CG ☐MU

CURRENT USE OF PROPERTY: S.F.H.

PROPOSED USE OF PROPERTY: S.F.H.

APPLICATION TYPE: (CHECK ALL THAT APPLY)
☒ NEW BUILDING PERMIT ☐ PERMIT RENEWAL
☐ NEW CONTRACTOR ☐ PLAN REVISION
☐ NON-USE VARIANCE ☐ VARIANCE
☐ USE EXCEPTION ☐ SITE PLAN REVIEW
☐ OTHER _____

FLOOD CRITERIA:
FLOOD ZONE: _____ PANEL: _____
VALUE OF EXISTING STRUCTURE: _____
TOTAL PERMIT VALUE (5 YR.): _____
VALUE OF THIS JOB: $8,500.00
SQUARE FOOTAGE OF WORK: ≈ 500 S.F.
IMPROVEMENT RATIO: _____

TYPE OF IMPROVEMENT: (CHECK ALL THAT APPLY)
☐ NEW CONSTRUCTION ☐ REPAIR
☐ INT. ALTERATION ☐ EXT. ALTERATION
☐ DEMOLITION ☐ NEW ROOF
☐ REROOF ☐ ROOF OVER EXISTING
☐ FENCE ☐ SHED
☐ SEAWALL ☐ DOCK
☐ FILLING ☐ GRADING
☐ SWIMMING POOL ☐ SPA
☒ OTHER: Partial Demolition
~~Job not started by 1st a[illegible]~~

CONTRACTOR INFORMATION:
NAME: P. OWNER
ADDRESS: _____
CITY: _____ STA: _____ ZIP: _____
PHONE: _____
QUALIFIERS NAME: _____
CERTIFICATION NO.: _____

ARCHITECT OR ENGINEER INFORMATION:
NAME: _____
ADDRESS: _____
CITY: _____ STA: _____ ZIP: _____
PHONE: _____
QUALIFIERS NAME: _____
CERTIFICATION NO.: _____

Application is hereby made to obtain a permit to do work and installation as indicated above. I certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, SIGNS, POOLS, MECHANICAL, AND ROOFING WORK and that additional permits may be required by other governmental agencies.

OWNER'S AFFIDAVIT: I certify that all of the foregoing information is accurate and that all work will be done in compliance with the applicable laws regulating construction and zoning. I certify that I am the owner of the property described in this application and that the qualifier for the contracting firm listed above is authorized to act as my agent to obtain a building permit for the work described herein.

Failure to comply with the mechanics lien law can result in the property owner paying twice for building improvements.

[signature]
Signature of Owner or Owner's agent.
DATE: 1-17-06
NOTARY as to Owner [signature]
My Commission Expires March 28 - 2008

_____
Signature of Qualifier
DATE: _____
NOTARY as to Contractor _____
My Commission Expires _____

DO NOT WRITE BELOW THIS LINE—FOR OFFICIAL USE ONLY—DO NOT WRITE BELOW THIS LINE—FOR OFFICIAL USE ONLY

APPROVALS REQUIRED: ☐ STRUCTURAL ☐ ELECTRICAL ☐ PLUMBING ☐ MECHANICAL ☐ D.E.RM. ☐ METRO FIRE ☐ HEALTH ☐ ROAD IMPACT ☐ STATE HOTEL ☐ IMPACT ☐ LANDSCAPE ☐ SHORELINE REVIEW

PERMIT FEE:	$	120
REVIEW FEE:	$	
STRUCTURAL FEE:	$	
RADON:	$	
DADE COUNTY:	$	5.40
PENALTY:	EDV $	2.25
BOND:	$	
TOTAL:	$	127.65
CHECK NUMBER:		# 212

ZONING: APPROVED ✓ DENIED: _____
ZONING REVIEWER: [signature] DATE: 1/19/06

BUILDING: APPROVED: ✓ DENIED: _____
BUILDING OFFICIAL: [signature] DATE: 1/19/06

15C(7)

PH. (305) 223-6060
FAX. (305) 223-4007

VIZCAYA LAND SURVEYORS, INC.
LAND SURVEYOR & PLANNER

13237 S.W. 45 LANE
MIAMI, FLORIDA 33175

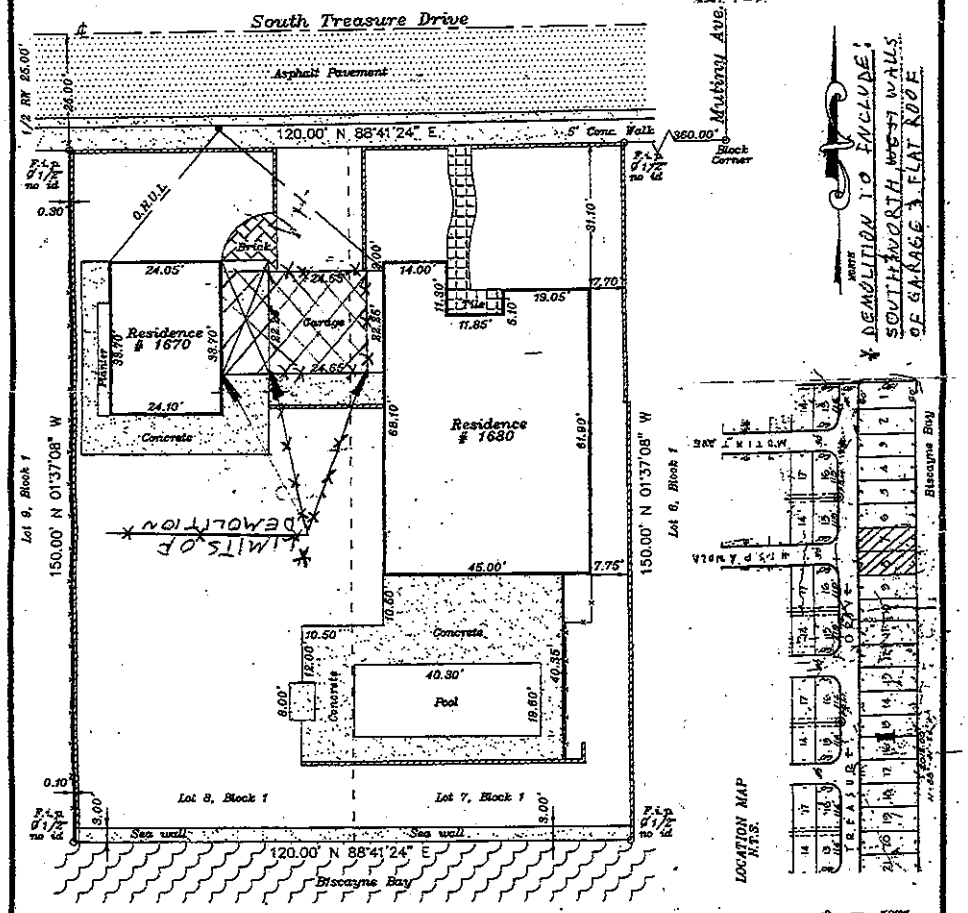
PROPERTY ADDRESS: 1680-1670 S. TREASURE DRIVE N. BAY VILLAGE, FLORIDA 33141

LEGAL DESCRIPTION: LOT 7 & 8 IN BLOCK 1 OF TREASURE ISLAND ACCORDING TO THE PLAT BOOK 50 AT PAGE 67 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY FLORIDA.

SKETCH OF SURVEY

(BOUNDARY SURVEY)

SCALE 1" = 20'



VISUAL ENCROACHMENTS NOTED:

BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY AGENCY REVISED ON _____ THE HEREIN DESCRIBED PROPERTY IS SITUATED WITHIN: ZONE AE BASE FLOOD ELEVATION SEE COMUNITY NUMBE _____ PANEL NUMBER _____ SUFFIX _____

DATE OF FIELD WORK 2-26-05
REVISED ON _____
REVISED ON _____

CERTIFIED TO:
MONICA MAYA & MAY TAYARA

LEGAL NOTES

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORDS, LEGAL DESCRIPTION PROVIDED BY CLIENT. THE LIABILITY OF THIS SURVEY IS LIMITED TO THE COST OF THE SURVEY. UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN.THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS AND/OR UNDERGROUND IMPROVEMENTS OF ANY NATURE. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN. IF SHOWN, ELEVATIONS ARE REFERRED TO N.G.V.D. OF 1929. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:10000. NOT FOR USE IN CONSTRUCTION

THIS CERTIFIES THAT THIS SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SAME MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ARTURO R. TOIRAC P.L.S.M. 3102
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ORDER NO. 0259A

LEGEND AND ABBREVIATIONS

A = ARC DISTANCE.
A/C = AIR CONDITIONER PAD.
A/E = ASPHALT EXTENSION.
ASPH. = ASPHALT.
B/C = BLOCK CORNER.
BLDG. = BUILDING.
B.M. = BENCH MARK.
B.O.B. = BASIS OF BEARING.
C = CURVE.
(C) = CALCULATED DIMENSION.
C.B. = CATCH BASIN.
C.B.S. = CONCRETE BLOCK STRUCTURE.
C.B.S.F. = CONCRETE BLOCK WALL.
Δ = CENTRAL ANGLE.
CBM = PROPOSED BUILDING.
CH = CHORD DISTANCE.
CH. B. = CHORD BEARING.
CH. L = CHORD.
CLR. E. = CENTER LINE.
C.L.F. = CHAIN LINE FENCE.
C.M.E. = CHAIN MAINTENANCE EASEMENT.
CONC. = CONCRETE.
C.P. = CONCRETE POST.
C.S. = CONCRETE SLAB.
D.E. = DRAINAGE EASEMENT.
D = DEGREE.
DESC. = DESCRIPTION.
DR. = DRIVE.
DR. W. = DRIVE WAY.
E = EAST.
ELEV. = ELEVATION.
ENCL. = ENCROACHED.
E.T.P. = ELECTRIC TRANSFORMER.
F.C.L. = FRAMED CHAIN LINK.
F.F.E. = FRAMED FLOOR ELEVATION.
F.H. = FIRE HYDRANT.
F.I.P. = FOUND IRON PIPE.
F.I.R. = FOUND IRON ROD.
F.N. = FOUND NAIL.
F.P. = POST.
F.W. = CHAIN LINK FENCE.
IR. & IRS. E. = INGRESS & EGRESS EASEMENT.
L.B. = LICENSED BUSINESS.
L.F.E. = LIMITED FLOOD ELEVATION.
L.M.E. = LAKE MAINTENANCE EASEMENT.
L.N. = LANE.
L.P. = LIGHT POST.
(M) = MEASURED DIMENSION.
MB. = MAILBOX.
M/L OR R = MONUMENT LINE.
MON. = MONUMENT.
N = NORTH.
NAFD = NOT A PART OF.
W.F. = WOOD FENCE.
= C.B.S. WALL.
N.A.V.D. = NATIONAL GEODETIC VERTICAL DATUM.
N.T.S. = NOT TO SCALE.
NO. OR # = NUMBER.
O.H.U. = OVERHEAD UTILITY LINES.
O.N. = OVER HANG.
O/S = OFF SET.
O.S.R. = OFFICIAL RECORD BOOK.
P.B. = PLAT BOOK.
P.C. = POINT OF CURVATURE.
P.C.C. = POINT OF COMPOUND CURVE.
PL. = PLATE.
P.L.F. = PERMANENT CONCRETE FORM.
PL. = PLANTER OR PLACE.
P/L = PROPERTY LINE.
P.O.B = PROFESSIONAL LAND SURVEYOR.
P.L.S = PROFESSIONAL LAND SURVEYOR.
PORCH & SERVICE.
P.O.B. = POINT OF BEGINNING.
P.O.C. = POINT OF COMMENCEMENT.
P.O.R. = POINT OF REVERSE CURVE.
P.R.C. = POINT OF REVERSE CURVATURE.
P.R.M. = PERMANENT REFERENCE MONUMENT.
P.T. = POINT OF TANGENCY.
P.T.C. = POINT OF COMPOUND CURVE.
PROP. COR. = PROPERTY CORNER.
P.V.C. = POINT OF VARIANCE.
PWC. = PRECAST.
PWC. = PRESTRESSED.
R = RADIUS.
RD = RECORDED.
RES. = RESIDENCE.
S.E. = SOUTH.
SEC. = SECTION.
S.I.P. = 5/8" IRON PIPE.
S.L.F. = SOUTH LOOKING FORWARD.
S.N. = SIGNAL.
S.P. = STREET.
S.R. = STORM.
S.W.E. = SIDE WALK.
T.B. = TANGENT.
T.E. = TRANSFORMER.
U.E. = UTILITY EASEMENT.
U.P. = UTILITY POLE.
V.C. = VARIANCE.
W = WEST.
W.F. = WOOD FENCE.
W.M. = WATER METER.
W.V. = WATER VALVE.
W.P. = WATER PUMP.

15(8)

PH. (305) 223-6060
FAX. (305) 223-4007

VIZCAYA LAND SURVEYORS, INC.

LAND SURVEYOR & PLANNER

13217 S.W. 46 LANE
MIAMI, FLORIDA 33175

PROPERTY ADDRESS: 1680-1670 S. TREASURE DRIVE N, BAY VILLAGE, FLORIDA 33141

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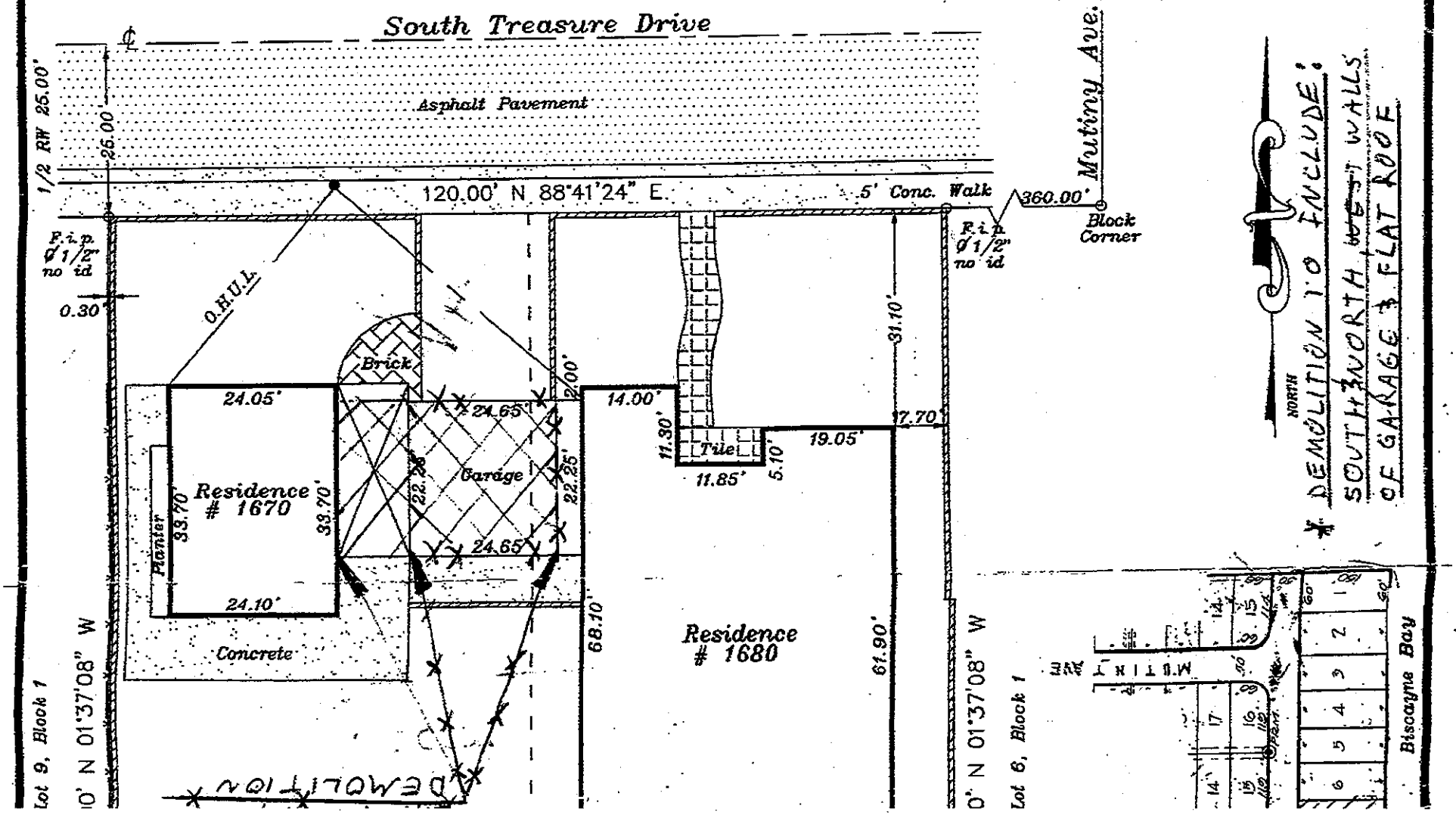
SKETCH OF SURVEY

(BOUNDARY SURVEY)

SCALE 1" = 20'



15269

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

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

JANUARY 15, 2014

6:30 P.M.

---

1. CALL TO ORDER.

The meeting was called to order at 6:45 P.M. by Mayor Connie Leon-Kreps who read the rules of conduct.

PLEDGE OF ALLEGIANCE

Resident Kevin Vericker led the Pledge of Allegiance.

ROLL CALL

Present at Roll Call were Commissioner Richard Chervony, Mayor Connie Leon-Kreps, and Commissioner Jorge Gonzalez. Commissioner Vice Mayor Eddie Lim and Commissioner Wendy Duvall were absent. As a quorum was determined to be present, the meeting commenced.

Also present were: Village Manager Frank K. Rollason, Interim Village Attorney Robert L. Switkes, Labor Counsel David Miller, of Bryant, Olive, Miller, and Yvonne P. Hamilton, Village Clerk.

A moment of silence was observed in the passing of Israeli Prime Minister Ariel Sharon.

The Village Clerk read the item into the record.

2. REQUEST FOR EXECUTIVE SESSION, PURSUANT TO SECTION 286.011, FLORIDA STATUTE, IN THE MATTER OF:

DENNIS W. KELLY VS. NORTH BAY VILLAGE, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, YVONNE HAMILTON, CITY CLERK AND CONNIE LEON-KREPS, MAYOR
CASE NO. 13-030060 CA 01

David Miller requested that the Commission meet in an Executive Session at a time to be determined for counsel to receive direction in the above-referenced case. Also in attendance will be Village Labor Counsel David Miller, Jim Crosland, of Bryant, Miller, Olive, Interim Village Attorney Robert L. Switkes, of, Robert L. Switkes & Associates, P.A., and Village Manager Frank K. Rollason.

The Mayor opened the floor to public comments and there were no speakers. The floor was closed to public comments.

Commissioner Jorge Gonzalez made a motion to approve the request for the Executive Session. The motion was seconded by Commissioner Richard Chervony and adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Richard Chervony, and Commissioner Jorge Gonzalez all voting Yes.

6. ADJOURNMENT

The meeting adjourned at 6:47 p.m.

Prepared : Yvonne P. Hamilton, CMC

Adopted by the North Bay Village Commission on

this ___ day of _____ 2014.

_____

Connie Leon-Kreps, Mayor

(Note: These Minutes are not a verbatim record of the meeting, but a summary of the proceeding)

16(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

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING
TREASURE ISLAND ELEMENTARY SCHOOL

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

DECEMBER 10, 2013

7:30 P.M.

---

1. CALL TO ORDER.

The meeting was called to order by Mayor Connie Leon-Kreps at 7:45 p.m., and she read the rules of conduct for the proceedings.

PLEDGE OF ALLEGIANCE

Resident Jane Blake led the Pledge of Allegiance.

ROLL CALL

Present were the following:

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

16(3)

Commissioner Jorge Gonzalez made a motion to excuse Commissioner Wendy Duvall from the meeting, who was absent due to family medical. Vice Mayor Eddie Lim seconded the motion which was adopted by a unanimous roll call vote.

Also present were:

Frank K. Rollason Village Manager
Deputy Village Manager/HR Director Jenice Rosado
Village Attorney Nina Boniske
Assistant Village Attorney Kathy Mehaffey
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero
Village Clerk Yvonne P. Hamilton

At this time a moment of silence was observed in the passing of South African President Nelson Mandela.

2. A. PROCLAMATIONS AND AWARDS

A Certificate of Appreciation was presented to Dr. Sherry Krubitch, Principal of Treasure Island Elementary School.

B. SPECIAL PRESENTATIONS

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

Dr. Sherry Krubitch addressed the Commission regarding the IB Program

C. ADDITIONS AND DELETIONS

Vice Mayor Eddie Lim made a motion to hear Item 14B after Board Reports. Commissioner Jorge Gonzalez seconded the motion, which carried 4-0 on a roll call vote.

Commissioner Richard Chervony made a motion to table Item 15A to the January 14, 2014 Commission Meeting. Vice Mayor Eddie Lim seconded the motion with the condition that no further extensions be granted. The motion carried 4-0 on a roll call vote.

16(4)

3. BOARD REPORTS

Community Enhancement Board: Chair Andreana Jackson presented the report from the November 17, 2013 Regular Meeting and the December 7, 2013. Workshop.

14B. 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.

Commissioner Richard Chervony disclosed email communication with the Chair of the Planning & Zoning Board, Reinaldo Trujillo.

Village Planner Jim LaRue made a brief presentation on the matter recommending approval of the request with the following conditions:

1. Building permits and related approvals for generator installation must be obtained from the Building Official prior to commencement of construction.

2. All applicable state and federal permits must be obtained before commencement of construction.

3. 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.

4. 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.

Sergio Abreu, of Peoples Gas, addressed the Commission on behalf of the request.

Paul Raj Kujmar, of Verizon Wireless, addressed the Commission on behalf of the request.

Rick Muller, Property Manager, of 1625 Kennedy Causeway addressed the Commission on behalf of the request

Following discussion, Commissioner Jorge Gonzalez made a motion to defer the item to the January 14, 2014 Commission Meeting at 7:30 p.m. at Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, FL 33141 to address pollution concerns, to ensure that space is available for the required baywalk easement, to make certain that the condominium owners are in favor of the generator, and for inspection opportunity regarding noise level. Vice Mayor Eddie Lim seconded the motion, which carried 4-0 on a roll call vote.

13A. 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 Village Clerk read the ordinance by caption.

Assistant Village Attorney Kathy Mehaffey presented the item to the Commission.

Legal Counsel Jeffrey Baas, of 46 S.W. 1st Street, Miami, FL 33131, addressed the Commission on behalf of the request.

The Mayor opened the public hearing, and there were no speakers.

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

14A. 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.

Village Manager Frank K. Rollason, Village Attorney Nina Boniske, and Sergio Abreu, of Peoples Gas, addressed the Commission on this item.

The Mayor opened the Public Hearing.

Mario Garcia, of 7540 Cutlass Avenue and Reinaldo Trujillo, of 7601 E. Treasure Drive, addressed the Commission.

Commissioner Jorge Gonzalez made a motion to approve the Franchise Agreement for a term of 15 years with one additional renewal for 15 years with 180-notice, if either party choose not to renew the agreement. Vice Mayor Eddie Lim seconded the motion, which carried 3-1 on a roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No, and stated for the record that he was representing all residents who did not have access to gas lines, although the majority of those affected lives in North Bay Island.

Mayor Connie Leon-Kreps stated for the record that she was representing the entire Village.

14C. 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 Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion to approve the Resolution with the amendment to replace "Opposing and Urging" amendment… to "supporting the amendment". Commissioner Richard Chervony 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.

4. PUBLIC SAFETY DISCUSSION

Code Enforcement Officer Maurice Murray addressed the Commission on the process for placing liens against properties in the Village.

Commissioner Richard Chervony requested that staff provide a list of properties that have liens for Code Enforcement Violations.

5. COMMISSIONERS' REPORTS

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

Good and Welfare commenced at 8:30 p.m.

6. VILLAGE ATTORNEY'S REPORT

A report was not provided.

7. VILLAGE MANAGER'S REPORT

Village Manager Frank K. Rollason read his report into the record, which was included in the agenda package as Item 7.

8. FINANCE REPORT

Finance Director Bert Wrains provided the financial report for the period ending October 31, 2013.

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

Doris Acosta, of 1880 S. Treasure Drive, Rosa Neely, of 7901 Hispanola Avenue, Rabbi Dalfin, Reinaldo Trujillo, of 7601 E. Treasure Drive, Andreana Jackson, of 1801 S. Treasure Drive, Mario Garcia, of 7540 Hispanola Avenue, Jane Blake, of 7601 Coquina Drive, and Al Coletta, of 7904 West Drive was heard during Good and Welfare

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.**

There were no Consent Agenda items.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

12A. 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)***

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez disclosed his involvement in mediation as a representative of his condominium association with the cable service provider where Robert Switkes represented Atlantic Broadband. The Village Attorney had advised that a conflict of interest did not exist in this capacity.

Robert L. Switkes of Robert L. Switkes & Associates, P.A., of 407 Lincoln Road, PHSE, Miami Beach, FL 33139 addressed the Commission on his willingness to serve the Village.

The Mayor opened the floor to public comments and there were no speakers.

Following discussion, Commissioner Richard Chervony made a motion to approve the Resolution to appoint Robert L. Switkes as the Interim Village Attorney. 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.

12B. 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 Village Clerk read the Resolution by title.

Assistant Village Attorney Kathy Mehaffey made a brief presentation on the item.

The Mayor opened the floor to public comments.

Reinaldo Trujillo, of 7601 E. Treasure Drive, addressed the Commission.

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

12C. 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 Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution. Commissioner Jorge Gonzalez seconded the motion which was adopted the 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.

12D. 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 Village Clerk read the Resolution by title.

Village Manager Frank K. Rollason made a brief presentation on the item.

Commissioner Jorge Gonzalez moved to extend the meeting to 12:30 a.m. Vice Mayor Eddie Lim seconded the motion which was adopted by a 4-0 roll call vote.

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

The manager was advised to negotiate a better price for the sign project.

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 Village Clerk read the Resolution by title.

Village Manager Frank K. Rollason and Public Works Director Rodney Correro-Santana made a brief presentation on the item.

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Richard Chervony made a motion to approve the Resolution. Vice Mayor Eddie Lim seconded the motion which was adopted by a 3-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes. Commissioner Gonzalez was absent from the dais. (check)

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)***

16(12)

The Village Clerk read the Resolution by title.

Village Manager Frank K. Rollason made a brief presentation on the item.

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

G. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE UPDATE THE PARKING REGULATIONS AND TO MODIFY RQUIREMENTS 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 Village Clerk read the ordinance by title.

Village Manage Frank K. Rollason and Chief Daniels presented the item to the Commission.

Commissioner Chervony suggested that a Workshop be held to obtain public input, and he moved to table the item. The motion died for lack of a second.

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Jorge Gonzalez made a motion to approve the Ordinance on first reading. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

16(13)

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 Village Clerk read the Resolution by title.

Village Manager Frank K. Rollason and Interim Public Works Director made a brief presentation on the item.

At this time, Commissioner Jorge Gonzalez made a motion to extend the meeting to 1:00 a.m. Vice Mayor Eddie Lim seconded the motion which carried 3-1. Commissioner Richard Chervony voted No.

Village Attorney Nina Boniske stated for the record that staff selected to move forward with the item, and waive the bidding process.

The Mayor opened the floor to public comments and there were no speakers.

Commissioner Jorge Gonzalez made a motion to approve the Resolution, and 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(14)

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)*

This item was heard after Item 3, Board Reports.

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.

This item was heard after Item 3, Board Reports.

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.

This item was heard after Item 3, Board Report.

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)***

This item was heard after Item 3, Board Reports.

15. NEW BUSINESS

A. CODE ENFORCEMENT LIEN – 7401 BEACH VIEW DRIVE

This item was tabled to the January 14, 2014 Regular Commission Meeting.

B. NORTH BAY VILLAGE CAUSEWAY COMMITTEE

Village Manager Frank K. Rollason made a brief presentation and requested that the Commission authorize him to create a temporary committee for the purpose of suggesting improvements to the 79th Street Causeway in the Village.

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

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**

Commissioner Richard Chervony made a motion to approve the Minutes as submitted. 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, and Commissioner Richard Chervony all voting Yes.

16(16)

17. ADJOURNMENT

The meeting adjourned at 12:41 a.m.

(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
REGULAR VILLAGE COMMISSION MEETING
TREASURE ISLAND ELEMENTARY SCHOOL

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, 300
NORTH BAY VILLAGE, FL 33141

OCTOBER 8, 2013

7:30 P.M.

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1. CALL TO ORDER.

The special meeting was called to order by the mayor at 7:32 p.m.

PLEDGE OF ALLEGIANCE

The pledge was recited.

ROLL CALL

Present were the following:

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

Commissioner Jorge Gonzalez made a motion to excuse Commissioner Wendy Duvall who was absent due to family medical. Mayor Connie Leon-Kreps seconded the motion which carried unanimously.

16(18)

Also present were:

Interim Village Manager Frank Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Chief Robert Daniels
Public Works Director Rodney Carrero-Santana
Village Attorney Nina Boniske
Village Planner Jim LaRue, LaRue Planning Management
Village Clerk Yvonne P. Hamilton

2. PROCLAMATIONS AND AWARDS

There were no proclamations and awards.

A. SPECIAL PRESENTATIONS

There were no special presentations.

B. ADDITIONS AND DELETIONS

Commissioner Jorge Gonzalez requested that Items 10A, 10B, and 10C be pulled from the Consent Agenda to be addressed separately. Vice Mayor Eddie Lim made a motion to approve the agenda as amended. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

3. BOARD REPORTS

Kevin Vericker presented the Board Report for the Youth Services Board Meeting of October 7, 2013.

4. PUBLIC SAFETY DISCUSSION

Chief Robert Daniels presented the public safety report.

5. COMMISSIONERS' REPORTS

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

16(19)

6. VILLAGE ATTORNEY'S REPORT

Village Attorney Boniske reported under the Village Manager's Report.

7. VILLAGE MANAGER'S REPORT

Interim Village Manager Frank K. Rollason read his report into the record.

At this time Village Attorney Nina Boniske requested Executive Sessions in the matters of:

DENNIS W. KELLY vs. NORTH BAY VILLAGE, FL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, YVONNE HAMILTON, CITY CLERK AND CONNIE LEON-KREPS, MAYOR, CASE NO. 13-030060 CA 01 AND

ISLE OF DREAMS, L.L.C., v. CITY OF NORTH BAY VILLAGE, FLORIDA CASE NO.1:12-CV-21203 UU
UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT MIAMI DIVISION

ISLE OF
ISLE OF DREAMS, L.L.C. v. CITY OF NORTH BAY VILLAGE, FLORIDA
1:12-CV-22339 CMA
UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT MIAMI DIVISION

8. FINANCE REPORT

Finance Director Bert Wrains presented the financial report.

Village Staff was reminded of the quarterly reports to be provided by the Grant Writer.

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

Gudrin Volker, of 7517 Cutlass Avenue, Beth Shaftal, of 7525 Adventure Avenue, Ann Bakst, of 1865 Kennedy Causeway, Mario Garcia, of 7540 Cutlass Avenue, and Kevin Vericker, of 7540 Hispanola Avenue addressed the Commission.

The Mayor recessed the meeting following Good and Welfare.

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.

16(20)

Items 10A, 10B, and 10C were removed from the Consent Agenda to be addressed separately.

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD MEDIA COMPANY*; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MANAGER FRANK K. ROLLASON)*

Commissioner Richard Chervony made a motion to approve the Consent Agenda. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 4-0 vote 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.

The following items were considered separately from the Consent Agenda:

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)*

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, Beth Shaftal, of 7525 Adventure Avenue, Mario Garcia, of 7540 Hispanola Avenue, and Gudrin Volker, of 7517 Cutlass Avenue addressed Commission.

Vice Mayor Eddie Lim made a motion to revise the Resolution so that the language applies to both children and adults in general. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 4-0 vote roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Lim all voting Yes.

16(21)

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, OPPOSING RECENT REZONING ACTIVITY ADJACENT TO BEAUTIFUL AND HISTORIC GREYNOLDS PARK AND VOICING SUPPORT FOR NORTH MIAMI BEACH AND MIAMI-DADE COUNTY RESIDENTS WHO OPPOSE RECENT REZONING AND PLANNED DEVELOPMENTS ADJACENT TO GREYNOLDS PARK, AND THE RESULTING IMMEDIATE THREAT OF TEN TO FIFTEEN STORY BUILDINGS IMPACTING SINGLE-FAMILY RESIDENCES NEAR THE PARK; AND THE BLOCKING OF SUNLIGHT AND OTHER NEGATIVE ENVIRONMENTAL IMPACTS UPON THE PARK ENVIRONMENT, USERS OF THE PARK AND NEARBY RESIDENTS; PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, Kevin Vericker, of 7520 Hispanola Avenue, and Mario Garcia, of 7540 Cutlass Avenue addressed the Commission.

Concern was expressed that enough information was not provided on the matter and that the municipality had not reached out to the Commission for its support.

Commissioner Richard Chervony made a motion to approve the Resolution. The motion died for lack of a second.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING THE 50TH ANNIVERSARY OF THE VIETNAM WAR; EXPRESSING SUPPORT FOR THE NOVEMBER 8, 2013 PARADE SPONSORED BY THE MIAMI-DADE COUNTY MILITARY AFFAIRS BOARD WELCOMING HOME AND REMEMBERING VIETNAM VETERANS; DIRECTING THE VILLAGE MANAGER TO PROVIDE THE NECESSARY STAFF AND IN-KIND SUPPORT TO COORDINATE THE PARADE; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY*

The Village Clerk read the Resolution by title.

Ann Bakst, of 1865 Kennedy Causeway, Kevin Vericker, of 7520 Hispanola Avenue, and Mario Garcia, of 7540 Cutlass Avenue addressed the Commission.

Commissioner Richard Chervony made a motion to approve the Resolution. Commissioner Jorge Gonzalez seconded the motion which was adopted by 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.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING 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)*

The Village Clerk read the Resolution by title.

Interim Village Manager Frank K. Rollason gave a brief explanation of the Resolution changing his salary from $8,000 to $8,500 a month.

The Mayor opened the floor to public comments and there were no speakers.

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

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET UNLESS THE VILLAGE COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE. ***(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)***

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway and Mario Garcia, of 7540 Cutlass Avenue addressed the Commission in support of the Resolution.

Commissioner Richard Chervony made a motion to approve the Resolution. Vice Mayor Eddie Lim seconded the motion, which failed by a 2-2 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez and Mayor Connie Leon-Kreps voting No. Vice Mayor Eddie Lim and Commissioner Richard Chervony voting Yes.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING THE VILLAGE MANAGER SEARCH AND APPOINTING FRANK K. ROLLASON TO THE POSITION OF PERMANENT VILLAGE MANAGER; SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY MAYOR CONNIE LEON-KREPS)***

The Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission in support of the Resolution.

Vice Mayor Eddie Lim made a motion to approve the Resolution with the new contract provided at the 10/8/2013 Commission Meeting. Commissioner Richard Chervony seconded the motion which was adopted by 4-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

D. 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 caption.

The Mayor opened the floor to public comments. Mario Garcia, of 7540 Cutlass Avenue and Gudrin Volker, of 7517 Cutlass Avenue, addressed the Commission.

Commissioner Richard Chervony made a motion to approve the Ordinance on first reading with the condition that the Village Manager address the issues of raising the 6% franchise free, for Peoples Gas to furnish service to all residents in the Village, and to require the company to obtain a Building Permit for performing work in the Village. Commissioner Jorge Gonzalez seconded the motion which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

The Village Clerk read the Ordinance by title.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission in favor of the ordinance.

Commissioner Richard Chervony made a motion to approve the Resolution. 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, and Commissioner Jorge Gonzalez all voting Yes.

F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2012-12 PERTAINING TO THE BUSINESS DEVELOPMENT ADVISORY COMMITTEE; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VICE MAYOR EDDIE LIM)*

The Village Clerk read the Resolution by title.

Vice Mayor Eddie Lim requested that a new Resolution be prepared to address removal of the members of the Board, rather than dissolving the Board, and he withdrew the item.

13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY THE PROPERTY OWNERS OF 1860 SOUTH TREASURE DRIVE FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.028(D) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO CONSTRUCT A SINGLE-FAMILY RESIDENCE IN THE RM-40 ZONING DISTRICT; PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue of LaRue Planning Management, presented the Staff Report recommending approval of the request with the following conditions:

1. Building permits and related approvals for the single family home must be obtained from the Building Official prior to commencement of construction.

2. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property),have been paid in full.

3. Authorization or issue of a special exception use 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 special exception use 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.

4. All applicable state and federal permits must be obtained before commencement of construction.

The Village Planner reported that the Planning & Zoning Board had recommended approval of the request with the conditions on September 19, 2013 by a unanimous decision.

Graham Penn, of Bercow & Radell, 200 S. Biscayne Boulevard, Suite 85, Miami, Florida 33131 presented the request on behalf of the applicant.

Mr. Penn entered into the record email correspondence from the Elsa van Caester, resident of 1840 South Treasure Drive stating the condominium approval of the project and an aerial photograph of the property as Exhibit 1.

The Mayor opened the floor to public comments and there were no speakers.

16(27)

Commissioner Richard Chervony made a motion to approve the request with the conditions outlined by the Village Planner and with the finding that the request does not negatively affect adjacent properties. Mayor Connie Leon-Kreps seconded the motion which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE I NSTALLATION OF A BOATLIFT AT 1357 BAY TERRACE; 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.

Members of the Commission indicated that there was no exparte communication on the matter.

The Village Planner, Jim LaRue of LaRue Planning Management, presented the Staff Report recommending approval of the request with the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.

2. Compliance with all state, federal, and environmental laws including, but not limited to, compliant with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

16(28)

4. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

5. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

The Mayor opened the floor to public comments, and there were no speakers.

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

C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE 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)

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the Ordinance. The motion died for lack of a second.

D. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.72 THROUGH 32.77 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "CITIZENS BUDGET AND OVERSIGHT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON-KREPS)* – (SECOND READING)

The Village Clerk read the Ordinance by title.

Commissioner Jorge Gonzalez moved the item to the floor, and Mayor Connie Leon-Kreps seconded the motion.

Commissioner Jorge Gonzalez made a motion to amend the Ordinance to include the following provision: "...in order to maintain continuity, members shall serve until the new Board is appointed after the election. Board members shall be appointed as soon as possible after new Commissioners are sworn in to office." Commissioner Richard Chervony 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.

Mayor Connie Leon-Kreps made a motion to amend the Ordinance to include the following language: "Applicants must possess a Bachelor's Degree or higher in either Finance, Accounting, or Business Administration or equivalent or a minimum of four (4) years' experience. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue and Mario Garcia, of 7520 Cutlass Avenue addressed the Commission.

Mayor Connie Leon-Kreps made a motion to approve Item 13D as amended. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Richard Chervony voted No.

E. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, SUBSECTIONS 32.10 THROUGH 32.17 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "COMMUNITY ENHANCEMENT BOARD" TO CHANGE THE NUMBER OF MEMBERS ON THE BOARD AND CLARIFY THE TERM OF OFFICE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)* - (SECOND READING)

The Village Clerk read the Ordinance by caption.

The Mayor opened the Public Hearing.

Commissioner Jorge Gonzalez made a motion to approve the Ordinance with the amendment to change "five (5)" in Section 32.17(B) to "three (3)" to require a quorum of three members. Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway addressed the Commission.

Mayor Connie Leon-Kreps made a motion to extend the meeting to 12:30 a.m. Vice Mayor Eddie Lim seconded the motion and all voted in favor.

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

14. UNFINISHED BUSINESS

A. APPOINTMENT OF MEMBERS TO THE CITIZENS BUDGET & OVERSIGHT BOARD *(COMMISSIONER RICHARD CHERVONY)*

Following voting by ballot, which was tallied and announced by the Village Clerk, Mayor Connie Leon-Kreps made a motion to appoint the following members to the Citizens Budget & Oversight Board, who received the majority of the votes cast:

1. Robert Breiner, 7941 West Drive, #102
2. Myra Perez Damera, 7601 E. Treasure Drive, #1608
3. Maria Haviland, 7537 Mutiny Avenue
4. Temante Leary, 7900 Harbor Island Drive, #408
5. Oliver Pfeffer, 7610 Miami View Drive

Commissioner Jorge Gonzalez 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.

The final votes were as follow: **Connie Leon-Kreps**: Temante Leary, Robert Breiner, Maria Haviland, Oliver Pfeffer, Myra Perez Damera
Vice Mayor Eddie Lim: Temante Leary, Myra Perez Damera, Oliver Pfeffer, Robert Breiner, Maria Haviland
Commissioner Richard Chervony: Robert Breiner, Oliver Pfeffer, Mario Garcia, Max Crown, Maria Haviland
Commissioner Jorge Gonzalez: Temante Leary, Maria Haviland, Oliver Pfeffer, Myra Perez Damera, Robert Breiner

B. APPOINTMENT OF MEMBERS TO THE COMMUNITY ENHANCEMENT BOARD (*COMMISSIONER RICHARD CHERVONY*)

Following voting by ballot, which were tallied and announced by the Village Clerk, Mayor Connie Leon-Kreps made a motion to appoint the following residents to the Community Enhancement Board:

1. Doris Acosta, 1790 S. Treasure Drive, #5C
2. Odalys M. Becerra, 7928 West Drive, #503
3. Diana Quintera, 1625 Kennedy Causeway, #703
4. Andreana Jackson, 1900 S. Treasure Drive
5. Benjia Morgenstern, 7830 Miami View Drive

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

The final votes were as follow: **Connie Leon-Kreps:** Benjia Morgenstern, Doris Acosta, Andreana Jackson, and Odalys Becera, Diana Quintera.
Eddie Lim: Doris Acosta, Andreana Jackson, Diana Quintera, Benjia Morgenstern, and Odalys Becera.
Jorge Gonzalez: Doris Acosta, Odalys Becera, Ann Bakst, Penelope Friedland and Diana Quintera.
Richard Chervony: Penelope Friedland, Connie Garcia, Ann Bakst, Andreana Jackson, and Benjia Morgenstern.

Mayor Connie Leon-Kreps moved to extend the meeting to 1:00 a.m. Vice Mayor Eddie Lim seconded the motion, and all voted in favor.

C. WORKPLAN FOR REVISING THE VILLAGE'S ZONING CODE AND LAND DEVELOPMENT REGULATIONS (LDR) ***(VILLAGE PLANNER JIM LARUE)***

Village Planner Jim LaRue, of LaRue Planning Management, explained the objective of the Code revisions to combine the LDR and the Village Code into one document and to correct conflicting provisions in both.

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

D. PARK LAND ACQUISITION ***(MAYOR CONNIE LEON-KREPS)***

The Mayor withdrew the item from the agenda.

E. STREET SIGNAGE ***(VICE MAYOR EDDIE LIM)***

This item was addressed under the Village Manager's Report.

15. <u>NEW BUSINESS</u>

A. POLICE LOCKER ROOM CHANGE ORDER

Village Manager Frank K. Rollason explained the expenditure of $11,000 to bring the police locker room into ADA compliance.

Commissioner Richard Chervony made a motion to approve the expenditure of $11,000 for the police locker room change order. Mayor Connie Leon-Kreps 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.

16. APPROVAL OF MINUTES (CONTINUED FROM JUNE 11, 2013)

A. Regular Commission Meeting-April 9, 2013
B. Special Commission Meeting-April 1, 2013
C. Regular Commission Meeting –March 12, 2013
D. Special Commission Meeting-February 28, 2013
E. Regular Commission Meeting-February 12, 2013

Commissioner Richard Chervony requested that the Minutes submitted for April 1, 2013 be withdrawn from the agenda to be corrected.

Vice Mayor Eddie Lim made a motion to approve the Minutes of April 9, 2013, March 12, 2013, February 28, 2013, and February 12, 2013 as submitted. Commissioner Richard Chervony seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

17. ADJOURNMENT

The meeting adjourned at 12:51 a.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by the City of North Bay Village on

this _____ *day of* _____.

_____

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)