



## North Bay Village

Administrative Offices

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

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

### OFFICIAL AGENDA

#### REGULAR VILLAGE COMMISSION MEETING

##### VILLAGE HALL

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

**TUESDAY, MAY 12, 2015**

**7:30 P.M.**

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

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

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**1. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**2. A. PROCLAMATIONS AND AWARDS**

**1. CODE ENFORCEMENT OFFICERS APPRECIATION WEEK-  
JUNE 1-5, 2015**

**B. SPECIAL PRESENTATIONS**

**1. GEORGE PUIG-KIMLEY-HORN & ASSOCIATES, BAY  
WALK PLAZA PROJECT**

**C. ADDITIONS AND DELETIONS**

**3. GOOD & WELFARE**

4. **BOARD REPORTS**

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

5. **PUBLIC SAFETY DISCUSSION**

6. **COMMISSIONERS' REPORTS**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

A. **Grant Writer's Report**

B. **Revised Trash Removal Schedule**

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, GRANTING A THREE PERCENT MERIT INCREASE TO VILLAGE CLERK YVONNE P. HAMILTON; PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY VICE MAYOR JORGE GONZALEZ*)

The proposed Resolution will accept a favorable employee performance evaluation and grant a merit increase to the Village Clerk.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY, IN THE VILLAGE; PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON*)

The proposed Resolution will renew the first of two one-year renewals with the Florida Department of Transportation effective from October 1, 2015 through September 30, 2016 for maintenance of the turf and landscaped areas in the Village.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A FIVE-YEAR MASTER LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT INCLUSIVE OF A VEHICLE MAINTENANCE AGREEMENT; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will permit a 5-year lease agreement with Enterprise Fleet Management including vehicle maintenance agreement for replacement of seven Public Works vehicles (7 pickups and one van)

- D. A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, SUPPORTING SENATE BILL 378 (2015) TO EXPAND LAW ENFORCEMENT OFFICERS' ABILITY TO GIVE A WARNING, INFORM THE PARENTS/GUARDIAN OR ISSUE CIVIL CITATIONS FOR A DIVERSION PROGRAM TO JUVENILES IN LIEU OF ARREST; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS AND VICE MAYOR JORGE GONZALEZ)**

The proposed Resolution supports legislature that would mandate law enforcement officers to issue warnings, notices to parents/guardians, participation in diversion programs, or prescribing community service in lieu of arrests to juveniles beyond first-time offenders of minor crimes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ENCOURAGING THE FLORIDA LEGISLATURE TO REMOVE BARRIERS TO CUSTOMER-SITE SOLAR POWER AND EXPRESSING SUPPORT FOR THE FLORIDIANS FOR SOLAR CHOICE BALLOT PETITION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution urges the Florida Legislature to remove barriers that limits the sale of solar-generated electricity directly to a customer by anyone other than a power company and supporting the *Floridians for Solar Choice* ballot petition to amend the Florida Constitution to remove the barrier to customer-sited solar power.

**1.) Commission Action**

11. **PLANNING & ZONING CONSENT AGENDA**

No Items.

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

- A. **A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY CLPF-NBV, L.P. FOR PLACEMENT OF A 16-FOOT TALL SCULPTURE IN THE ROUNDABOUT IN FRONT OF THE PROPERTY AT 8000 WEST DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.**

The proposed Resolution will grant permission for a sculpture to be installed in the roundabout in front of the MODA Apartment Building at 8000 West Drive.

- 1.) **Commission Action**

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE REMOVAL OF BULB-OUTS WITH LANDSCAPING FROM DIRECTLY IN FRONT OF 7529 BOUNTY AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the removal of the bulb-outs in front of the property to provide parking spaces.

- 1.) **Commission Action**

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

- A. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE VILLAGE'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES, SECTION 163.3177(3)(B); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – SECOND READING**

The proposed Ordinance will adopt a 5-year schedule that outlines the Capital Improvement Projects (transportation, parks, drainage, water, sewer, and stormwater), which are required to maintain the Comprehensive Plan's adopted level of service criteria for concurrency.

- 1.) **Commission Action**

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING SECTION NUMBERS 32.40 THROUGH 32.44 AND CREATING A NEW CHAPTER 39 ENTITLED “POLICE DEPARTMENT” WITH SECTIONS 39.01 THROUGH 39.05; AMENDING SECTION 39.05, POLICE IMPACT FEE IMPOSITION, BY REVISING SECTIONS C, G, H, I, K, L AND M; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.-  
*(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) –  
SECOND READING***

The proposed Ordinance will move the Police Department Regulations from Chapter 32 into a new Chapter 39 and clarify the unit of calculation for certain police impact fee formula.

**1.) Commission Action**

- C. AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING: FIRST PUBLIC HEARING**

- 1. A LAND DEVELOPMENT CODE TEXT AMENDMENT TO SECTIONS 152.0296, 152.042 AND 152.003 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN ORDER TO PERMIT THE USE OF MECHANICAL PARKING LIFTS TO PROVIDE 2 PARKING SPACES PER LIFT AND TO ALLOW DRIVE AISLES NARROWER THAN 22 FEET IN THE PRD ZONING OVERLAY; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**
- 2. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 16-UNIT, 13-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE.**

**1.) Commission Action**

**14. UNFINISHED BUSINESS**

**15. NEW BUSINESS**

- A. DISCUSSION ON PUBLIC EASEMENTS TO PROPERTIES:  
*(COMMISSIONER RICHARD CHERVONY)***

- 1. BRIDGEWATER CONDOMINIUM**
- 2. BAY VIEW TERRACE**
- 3. 360 CONDOMINIUM**

- B. DISCUSSION REGARDING PUBLIC RECREATION DOCKS AT DR. PAUL VOGEL PARK (COMMISSIONER RICHARD CHERVONY)**
- C. APPOINTMENT OF NORTH BAY VILLAGE PELICAN HARBOR SEABIRD COORDINATOR (VICE MAYOR JORGE GONZALEZ)**
  - 1.) Commission Action**
- D. NORTH BAY VILLAGE PARKS' HOURS (COMMISSIONER RICHARD CHERVONY)**
  - 1.) Commission Action**
- E. DISCUSSION REGARDING POLICE BODY WORN CAMERAS FEDERAL GRANT (MAYOR CONNIE LEON-KREPS)**
- F. EVALUATION OF VILLAGE MANAGER AND VILLAGE ATTORNEY (MAYOR CONNIE LEON-KREPS)**
  - 1.) Commission Action**
- G. DISCUSSION REGARDING PARKING ON TREASURE ISLAND (MAYOR CONNIE LEON-KREPS)**

**16. APPROVAL OF MINUTES**

- A. REGULAR COMMISSION MEETING – APRIL 14, 2015**
  - B. REGULAR COMMISSION MEETING – MARCH 10, 2015**
  - C. SPECIAL COMMISSION MEETING – FEBRUARY 24, 2015**
  - D. SPECIAL COMMISSION MEETING – JANUARY 27, 2015**
- 1.) Commission Action**

**17. ADJOURNMENT**



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### **NORTH BAY VILLAGE MEMORANDUM**

**DATE:** April 27, 2015

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

**FROM:** Andreana Jackson, Chair  
Community Enhancement Board

**SUBJECT:** April 23, 2015 Community Enhancement Board Meeting

At its meeting held on April 23, 2015, the Community Enhancement Board made the following recommendations for action by the Village Commission:

#### North Bay Village 70<sup>th</sup> Birthday

The Board voted by 5-0 recommending that the Village hold some type of recognition event for the Village's 70<sup>th</sup> anniversary to be combined with the Fourth of July event. It was suggested that the Village could seek sponsorship from the businesses to fund this event.

#### House of the Month-Beautification

By a vote of 5-0 the Board requested permission to make a "Beautification Award" to the best kept Single-Family Home in the Village.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

North Bay Village Community You/Tube Video

The Chair Andreana Jackson offered to make a video showcasing the community on YouTube. She will assume all cost for producing the information, which will be edited and approved by the Village prior to uploading. It was the consensus of the Board that it was a good idea to make such a video to showcase the Village.

Cleaning of Bed Flowers at the Entrance to Treasure Island

The Board, by 5-0 vote, recommended that the native plantings at Adventure and Hispanola Avenues be removed and be replaced with grass, if monies are not available to plant flowers.

Garbage Cans

The Board voted by 5-0 to recommend that covers be placed over the small garbage cans in the Village.

Fencing/Screening Around Development Sites

The Board voted by 5-0 to recommend that screening or fencing with some type of art, possibly the rendering of the proposed projects, be placed around the properties that are to be developed.

The Board, by a unanimous decision, requested that the following issues be addressed:

1. Cut back of shrubs immediately after the 360 Development on the east side, which are growing out onto the sidewalk.
2. Maintenance of the landscaping at the former "Trio on the Bay" property, which is growing out onto the sidewalk.
3. Provide the cost of the large rubber bands that are placed around the small garbage cans, if they are used regularly.

AJ/yph Andreana Jackson

Digitally signed by Andreana Jackson  
DN: cn=Andreana Jackson, o=Douglas  
Elliman, ou,  
email=andreana.jackson@gmail.com, c=US  
Date: 2015.05.05 21:29:29 -0400

C: Frank K. Rollason  
Village Manager

**VILLAGE MANAGER'S REPORT****TO****THE MAYOR AND MEMBER OF THE VILLAGE COMMISSION****MAY 12, 2015**

- 1. TRASH PICK UP SCHEDULE MODIFICATIONS: DEFERRED FROM APRIL 14<sup>TH</sup> COMMISSION MEETING:** Presentation will be given to the Commission by the Administration on a proposal to adjust the trash pick-up days – see attached memo.
- 2. PRESENTATION BY VILLAGE PLANNER JIM LARUE RE:** Tracking requirements for stipulated valet parking for various development projects.
- 3. GRANTS UPDATE:** Lakeesha Morris will give update



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030  
Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

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**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris, MSW  
**Date Submitted:** 5/5/2015  
**Reporting Period:** April 1 – 30, 2015

**Grants Submitted this Reporting Period:**

1. **Florida Fish and Wildlife Commission Boat Facilities Grant**
  - a. **Submitted:** April 9, 2015
  - b. **Project Title:** Vogel Park Boat Docks
  - c. **Amount Requested:** \$31,803
  - d. **Match Committed:** \$31,803
  - e. **Summary:** LaKeesha submitted a grant application on behalf of the Village to construct recreational boat docks at Vogel Park.

**Grants “Under Construction”**

1. **United States Department of Agriculture – Community Facilities Program**
  - a. **Due Date:** Rolling
  - b. **Project Title:** North Bay Village Hall Building
  - c. **Note:** This is a Loan Program, not a grant program

**Grant Reporting/Implementation Activities**

*This section contains information on current grants for which LaKeesha provided reporting or help with implementation this reporting **period**.*

- **Florida Department of Law Enforcement Byrne Grants:** LaKeesha submitted quarterly programmatic reports for both Byrne Grants received by the Village. As of March 31, 2015, the Village has purchased the Automated External Defibrillator Machines (AEDs) for use by the Police Department.



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### **Other Activities**

*This section contains information on special initiatives for which LaKeesha provided support this reporting **period**.*

- LaKeesha is now in the process of attending required contract trainings (1<sup>st</sup> scheduled for May 6) in order to prepare the Village to enter into the 2015 service contract with The Children's Trust scheduled to begin August 1, 2015.
- On April 30<sup>th</sup>, Lakeesha attended the Second District Transit Workshop sponsored by the Florida Department of Transportation. During this workshop, the staff from FDOT provided an overview of current grant opportunities. LaKeesha will provide an update to staff at the next grants meeting on May 8.



**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** March 16, 2015

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

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

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

**SUBJECT:** Trash (Brush) Pick up Days Revisions 2015

**RECOMMENDATION:**

It is recommended that the Village Commission be informed that the Trash (Brush) pickup days will be revised.

**BACKGROUND:**

**Municipal Code 94.10**

North Bay Village has a municipal code which specifically states the residents duties and responsibilities for trash (brush) accumulation, placement and fines for the violation of the code. There are specific definitions to what materials qualify as brush materials and the size of the pile to which the residents may place without being charged. The code does not specify the days or the pickup schedule, this is an operational decision left to the Administration in the person of the Director of Public Works.

**MEMO TO VILLAGE COMMISSION**  
**MARCH 16, 2015**  
**PAGE 2 OF 3**

**Memorandum from the Director of Public Works**

On 06/15/2011 a memorandum was issued to the residents explaining the requirements of the code and establishing pickup days. Most recently it has been very unsightly around the islands with how some residents do not follow the code. Not to mention the possibility of placing at risk the health and welfare of North Bay Village residents. The memorandum to the residents stated:

“It shall be unlawful to place yard trash (leaves, grass, vines, small clippings) other than brush materials, for collection in any front setback other than in a securely bound plastic bag or other containers”.

“Brush material shall be placed in the front setback on the day of trash pick-up (Monday, Wednesday and Friday mornings before 9:00 AM)”.

Again, this only promulgated that brush materials would be placed daily out in the streets and if there is a rain event then it goes into our drains, causing localized flooding on the streets. The other problems that we encounter are with “White Goods and Furniture”. These are sofas, washing machines, dryers, and other large articles that the multifamily residences place in the streets. These are also placed out during the weekends causing the Village to look abandoned and in disrepair. These items are also picked up with the trash items.

In an effort to correct the situation the Public Works Department in coordination with the Finance Department evaluated the tonnage for the pickup days specifically for trash. The result of our evaluation is as follows:

| <b><u>Current Trash Pickup days</u></b> |             | <b><u>Average Tonnage for Trash Pickup</u></b> |      |
|---|-------------|--|------|
| Monday                                  | All Islands | Average Mondays                                | 5.38 |
| Wednesday                               | All Islands | Average Wednesdays                             | 4.38 |
| Friday                                  | All Islands | Average Fridays                                | 3.80 |

You can see that the average tonnage for Mondays is the highest mainly because people conduct yard work and throw out large items over the weekends.

To minimize the impact of visual clutter we recommend the following changes to the collection schedule:

**Recommended Trash Pickup days**

|           |  |
|-----------|--|
| Tuesday   | Harbor & Treasure Island   |
| Wednesday | North Bay Island & Multifamily White Goods, Furniture Village Wide |
| Friday    | Harbor & Treasure Island   |

**MEMO TO VILLAGE COMMISSION**  
**MARCH 16, 2015**  
**PAGE 3 OF 3**

We recommend Tuesday, Wednesday and Friday for pick up to avoid having trash constantly out in the roadways throughout the week. In addition, the islands with most density have pickups twice per week. The entire Village will only have one white goods and furniture pick up per week.

**BUDGETARY IMPACT:**

None.

**PERSONNEL IMPACT:**

None.

**CONTACT:**

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

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A THREE PERCENT MERIT INCREASE TO VILLAGE CLERK YVONNE P. HAMILTON; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)

WHEREAS, the Village Clerk was due for a performance evaluation on April 1, 2015; and

WHEREAS, without objection, at the April 14, 2015 Commission Meeting, the Vice Mayor was charged with coordinating the evaluation for the Village Clerk; and

WHEREAS, the Commission finds that the Village Clerk’s performance merits the annual three (3) percent increase, similarly, granted to other Department Heads.

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 the Village Officials.** The Village Manager is authorized to process a three (3) percent merit increase for the Village Clerk retroactive to April 1, 2015.

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 12th day of May 2015.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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

Resolution-3% Merit Increase for Village Clerk- April 1, 2015.



## North Bay Village

Administrative Offices

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

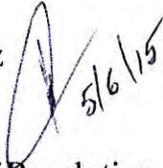
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### MEMORANDUM

North Bay Village

**DATE:** May 4, 2015

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

**FROM:** Jorge Gonzalez   
Vice Mayor

**SUBJECT:** Introduction of Resolution

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A THREE PERCENT MERIT INCREASE TO VILLAGE CLERK YVONNE P. HAMILTON; PROVIDING FOR AN EFFECTIVE DATE.**

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

JG:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim



**North Bay Village**

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**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** April 27, 2015

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

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

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

**SUBJECT:** Florida Department of Transportation Maintenance Agreement-Turf and Landscaped Areas on the 79<sup>th</sup> Street Causeway

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution and authorize the Village Manager to execute the attached renewal agreement with the Florida Department of Transportation (FDOT) for maintenance of the turf and landscaped areas on the 79th Street Causeway in the Village. This is the 1<sup>st</sup> renewal of Contract # ARL89 executed on September 18, 2014.

This Turf and Landscape Maintenance Joint Participation Agreement (the "Agreement") with Florida Department of Transportation is to provide landscape maintenance on the FDOT right-of-way on the 79<sup>th</sup> Street Causeway, State Road 934, (79<sup>th</sup> Street Causeway) within the Village. The agreement only applies to those turfed and landscaped areas within the Village limits. The attached Resolution will be for the first part of the previously approved two year renewal. This one-year contract is from October 1, 2015 through September 30, 2016 with a remaining one-year renewal upon mutual agreement of both parties. The current agreement will expire on September 30, 2015.

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

The limits of maintenance include cutting the grass and removing debris from the turfed and/or landscaped areas.

Florida Department of Transportation will reimburse the Village an annual fee of \$2,832.18 for this service, to be paid quarterly upon receipt of invoices.

**FINANCIAL/BUDGETARY IMPACT:**

There will be no cost to the Village under this agreement since the annual amount of \$2,832.18 for the cost of the service will be provided by FDOT. These funds will be placed in the 01.000.331.3312, FDOT Account.

**PERSONNEL IMPACT:**

No additional personnel are required for maintaining the FDOT areas.

**CONTACT:**

Frank K. Rollason, Village Manager  
Rodney Carrero-Santana, Director of Public Works



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### MEMORANDUM

North Bay Village

**DATE:** May 4, 2015

**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 NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY, IN THE VILLAGE; PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY, IN THE VILLAGE; PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79<sup>th</sup> Street Causeway; and

**WHEREAS**, on September 9, 2014, the Village Commission approved Resolution No. 2014-72 approving a “Turf and Landscape Maintenance Joint Participation Agreement Between the Florida Department of Transportation and North Bay Village” (the “Agreement”), which Agreement is scheduled to expire on September 18, 2015; and

**WHEREAS**, the agreement allows for two annual renewals, if mutually agreed to by both parties in writing; and

**WHEREAS**, the Village and the Florida Department of Transportation (“FDOT”) wish to renew the Agreement (the “Renewal Agreement”) for a period of one year effective October 1, 2015 through September 30, 2016 for continued maintenance of the turf and landscaped areas on the 79<sup>th</sup> Street Causeway, a copy of which is attached hereto as Exhibit “1”; and

**WHEREAS**, FDOT agrees to compensate the Village in an annual amount of Two Thousand Eight Hundred Thirty-Two Dollars and Eighteen Cents (\$2,832.18) to be paid on a quarterly basis for the Village’s performance of maintaining the turf and landscaped areas on the 79<sup>th</sup> Street Causeway.

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

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

**Section 2. Approval of Agreement.** The Renewal Agreement between North Bay Village and the Florida Department of Transportation for turf and landscape maintenance 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 Renewal Agreement.

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

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

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

**FINAL VOTE AT ADOPTION:**

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

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

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

**ATTEST:**

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

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

---

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

North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2015-2016

## Rodney Carrero-Santana

---

**From:** Jain, Shamita <Shamita.Jain@dot.state.fl.us>  
**Sent:** Monday, April 20, 2015 3:46 PM  
**To:** Rodney Carrero-Santana  
**Cc:** Frank Rollason; Evelyn Herbello; Bert Wrains; Jenice Rosado; Yvonne Hamilton  
**Subject:** RE: ARL89-R1, Fin# 252473-2-78-02- North Bay Village-Turf and Landscape Maintenance Joint Participation Agreement - Renewal Notice  
**Attachments:** ARL89-R1, Fin# 252473-2-78-02- North Bay Village- Renewal Notice.pdf; ARL89-R0 NORTH BAY VILLAGE-EXECUTED AGREEMENT.pdf

Mr. Rodney: Good Afternoon!

Yes! Attached renewal documents are to renew original Agreement# ARL89-R0 Executed on 18<sup>th</sup> September, 2014. Attached also find executed agreement. If you have any questions please let me know.

THANK YOU  
SHAMITA JAIN  
06 MAINTENANCE CONTRACTS  
PHONE# (305) 470-5347  
FAX# (305) 470-5369  
SHAMITA.JAIN@DOT.STATE.FL.US



**From:** Rodney Carrero-Santana [mailto:rcarrero@nbvillage.com]  
**Sent:** Monday, April 20, 2015 2:42 PM  
**To:** Jain, Shamita  
**Cc:** Rodney Carrero-Santana; FRollason@nbvillage.com; Evelyn Herbello; Bert Wrains; jrosado@nbvillage.com; Yvonne Hamilton  
**Subject:** FW: ARL89-R1, Fin# 252473-2-78-02- North Bay Village-Turf and Landscape Maintenance Joint Participation Agreement - Renewal Notice

Ms. Jain:

I was trying to send the contract we most recently signed but it was too large and did not go through. Please read and answer the e-mail below. Thank you

Kind regards,



**Florida Department of Transportation**

**RICK SCOTT**  
GOVERNOR

1000 NW 111 Avenue  
Miami, Florida 33172

**JIM BOXOLD**  
SECRETARY

April 14, 2015

Frank Rollason, Village Manager  
**North Bay Village**  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

**RE: RENEWAL NOTICE**

Contract No: ARL89 – Renewal# 1  
Description: Turf and Landscape Maintenance Joint Participation Agreement  
Fin Project No: 252473-2-78-02  
County: Miami-Dade

Dear Mr. Rollason:

The Florida Department of Transportation desires to renew the agreement referenced above expiring on September 30, 2015. If your village desires to renew this agreement, enclosed please find two (2) copies of each form as listed below. All two sets must be completed, executed and returned to your office.

1. Contract Renewal, Form # 375-020-23 (1 page)
2. E-Verify, Form# 375-040-68 (1 page)

Please send all requested forms and information on or before May 14, 2015 to:  
Shamita Jain, 1000 Northwest 111th Avenue, Room #6205B, Miami, Florida 33172

**NOTE: Please leave the date of the contract blank so that it can be filled in by this office at the time the contract is executed and please return all copies. THE DEPARTMENT WILL RETURN AN EXECUTED COPY OF THIS CONTRACT FOR YOUR RECORDS.**

Sincerely,

A handwritten signature in blue ink that reads "Shamita Jain".

Shamita Jain  
Contracts support

cc: K. Al-Said, file

CONTRACT RENEWAL

Contract No.: ARL89 Renewal: (1st, 2nd, etc.) 1st  
Financial Project No(s): 252473-2-78-02  
County(ies): Miami-Dade

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the State of Florida Department of Transportation, hereinafter called "Department", and North Bay Village, 1666 Kennedy cswy, #300, North Bay Village, FL 33141 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 18 day of September, 2014 entered into an Agreement whereby the Department retained the Contractor to perform Maintenance of all landscaped and/or turfed areas within the right-of-way having the limits described by Exhibit 'B', of the original contract. ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of October, 2015 and ending the 30 day of September, 2016 at a cost of \$ 2,832.18

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

North Bay Village  
Name of Contractor

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District Secretary or Designee (Signature)

\_\_\_\_\_  
Contractor Name and Title

BY: \_\_\_\_\_  
Authorized Signature

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

(SEAL)

\_\_\_\_\_  
Name of Surety

Legal: \_\_\_\_\_

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Fiscal: \_\_\_\_\_  
Approval as to Availability of Funds

By: \_\_\_\_\_  
Florida Licensed Insurance Agent or Date  
Attorney-In-Fact (Signature)

Countersigned: \_\_\_\_\_  
Florida Licensed Insurance Agent Date

**E-VERIFY**

Contract No: ARL89-R1

Financial Project No(s): 252473-2-78-02

Project Description: Turf and Landscape Maintenance Joint Participation Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: North Bay Village

Authorized Signature: \_\_\_\_\_

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

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

**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND NORTH BAY VILLAGE**

This Agreement, is made and entered into this 18<sup>th</sup> day of September, 2014, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as the 'VILLAGE'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains State Road (S.R.) 934/Kennedy Causeway corridor in the VILLAGE; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the VILLAGE; and

**WHEREAS**, the DEPARTMENT, at the VILLAGE's request, has agreed to reimburse the VILLAGE for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the VILLAGE recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252473-2-78-02, and has agreed to reimburse the VILLAGE for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The VILLAGE shall submit this Agreement to its VILLAGE Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'VILLAGE's Resolution', and is herein incorporated by reference.
- b. The VILLAGE shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The VILLAGE shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The VILLAGE shall be responsible for performing the required maintenance with a minimum frequency of *twelve (12) times per year for: Slope Mowing, Mowing Small Machine, Edging & Sweeping, Landscape Maintenance, and twenty four (24) times per year for: Litter Removal.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The VILLAGE shall submit a work schedule to the DEPARTMENT. In addition, before the VILLAGE starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the VILLAGE will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or [alex.perez@dot.state.fl.us](mailto:alex.perez@dot.state.fl.us). The VILLAGE shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The VILLAGE shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

- i. The VILLAGE shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the VILLAGE to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the VILLAGE to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the VILLAGE to maintain any such additional landscaping.

### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWO THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND EIGHTEEN CENTS (\$2,832.18), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the VILLAGE for the herein described services at a compensation as detailed in this Agreement.
- c. The VILLAGE shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
- e. The VILLAGE shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
  - i. Small Machine Mowing
  - ii. Slope Mowing
  - iii. Edging & Sweeping
  - iv. Landscape Maintenance
  - v. Litter Removal
- f. Invoices shall be submitted by the VILLAGE in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B".

Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the VILLAGE and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The VILLAGE providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the VILLAGE. Interest penalties of less than one (1) dollar will not be enforced unless the VILLAGE requests payment. Invoices have to be returned to the VILLAGE because of VILLAGE preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the VILLAGE who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the VILLAGE's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for

expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-verify:

The VILLAGE/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The VILLAGE shall insert the above clause into any contract entered into by the VILLAGE with vendors or contractors hired by the VILLAGE for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

To VILLAGE: North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141  
Attention: Frank Rollason /Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## 5. INVOICING

- a. The VILLAGE shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the VILLAGE from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the VILLAGE for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the VILLAGE from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

## 6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the VILLAGE is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the VILLAGE on notice thereof. Thereafter, the VILLAGE shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE; or

b. Terminate this Agreement.

## 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the VILLAGE. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory VILLAGE performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

## 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the VILLAGE refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the VILLAGE pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

## 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

## 10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

## 11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the VILLAGE expressed in writing, executed and delivered by each party.

## 12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

### 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the VILLAGE shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorney's fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the VILLAGE's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the VILLAGE, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the VILLAGE nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The VILLAGE's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the VILLAGE's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the VILLAGE of a claim shall not release the VILLAGE of the above duty to defend and indemnify the DEPARTMENT.

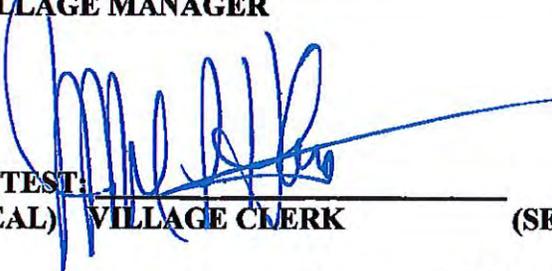
The VILLAGE shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The VILLAGE's evaluation of liability or its inability to evaluate liability shall not excuse the VILLAGE's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the VILLAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

**NORTH BAY VILLAGE:**

BY:   
VILLAGE MANAGER

ATTEST:   
(SEAL) VILLAGE CLERK

  
VILLAGE ATTORNEY

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:**

BY:   
DISTRICT DIRECTOR OF TRANSPORTATION OPERATIONS

ATTEST:   
(SEAL) EXECUTIVE SECRETARY

  
DISTRICT CHIEF COUNSEL

**LEGAL REVIEW:**

## **Exhibit "A"**

### **Maintenance Responsibilities**

The VILLAGE shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on State Road (S.R.) 934/Kennedy Causeway, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the VILLAGE shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The VILLAGE's maintenance obligations shall include but not be limited to:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program" and Index 546 of the latest FDOT Design Standards.
- c. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- d. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- e. Remove and properly dispose of litter from roadside and median strips.
- f. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- g. All work by the VILLAGE shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".
- h. Maintaining a service log of all maintenance operation that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- i. Submitting Lane Closure Request to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT'S right of way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

**FDOT Financial Project Number:** 252473-2-78-02

**County:** *Miami-Dade*

**FDOT Project Manager:** *Alex Perez, P.E. 305-640-7197*

**VILLAGE Project Manager:** *Frank Rollason/ Village Manager 305-756-7171*

**Exhibit "B"**  
**Project Limits & Financial Summary**

Below are the PROJECT limits and acreage of the areas to be maintained by the VILLAGE under this Agreement.

| State Road | Road Name        | From             | To               |
|------------|------------------|------------------|------------------|
| 934        | Kennedy Causeway | West City Limits | East City Limits |

| Item Description                 | Quantity (AC) | # Cycles | Total Agreement (AC) | D6 AVG PRICE (1 YR) | D6 TOTAL (1yr)    |
|----------------------------------|---------------|----------|----------------------|---------------------|-------------------|
| Slope Mowing (E104 4 2)          | 0.045         | 12       | 0.54                 | \$35.00             | <b>\$18.90</b>    |
| Mowing Small Machine (E104 4 3)  | 0.408         | 12       | 4.896                | \$35.00             | <b>\$171.36</b>   |
| Edging & Sweeping (E 110 32 1)   | 1.836         | 12       | 22.032               | \$10.00             | <b>\$220.32</b>   |
| Landscape Maintenance (E580 3 2) | 0.158         | 12       | 1.896                | \$1,200.00          | <b>\$2,275.20</b> |
| Litter Removal (E110 30)         | 0.610         | 24       | 14.64                | \$10.00             | <b>\$146.40</b>   |
|                                  |               |          |                      |                     | <b>\$2,832.18</b> |

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT:      \$2,832.18**

**Exhibit "C"**

Turf and Landscape Maintenance Joint Participation Agreement  
between the Florida Department of Transportation and North Bay Village  
Financial Project # 252455-2-78-02  
Page 12 of 13

**VILLAGE's Resolution**

To be herein incorporated once approved by the North Bay Village Commission.

**RESOLUTION NO. 2014-72**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE LIMITS AND PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

**WHEREAS**, the Village has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79<sup>th</sup> Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern Village limits; and

**WHEREAS**, on June 20, 2014, the Village Commission approved Resolution No. 2013-44 approving a "Turf and Landscape Maintenance Joint Participation Agreement Between the Florida Department of Transportation and North Bay Village" (the "Agreement"), which Agreement is scheduled to expire on September 30, 2014; and

**WHEREAS**, the Village and the Florida Department of Transportation ("FDOT") wish to renew the Agreement (the "Renewal Agreement") for a period of one year effective October 1, 2014 through September 30, 2015 with for continued maintenance of the turf and landscaped areas on the 79<sup>th</sup> Street Causeway with an amendment to include those areas within the Village limit only, a copy of which is attached hereto as Exhibit "1"; and

**WHEREAS**, FDOT agrees to compensate the Village in an annual amount of Two Thousand Eight Hundred and Thirty-Two Dollars and Eighteen Cents (\$2,832.18) to be paid on a quarterly basis for the Village's performance of this 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 Agreement.** The Renewal Agreement between North Bay Village and the Florida Department of Transportation for turf and landscape maintenance 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 Renewal Agreement.

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

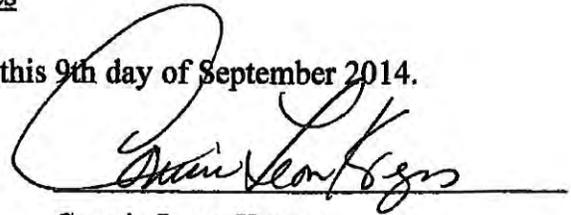
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 9th day of September 2014.



Connie Leon-Kreps  
Mayor



**ATTEST:**

Yvonne P. Hamilton  
Village Clerk

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



---

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

North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2014-2015



## 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:** May 12, 2015

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

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

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

**SUBJECT:** Vehicle Replacement Program

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission consider and approve a 5 year Master Lease Agreement with Enterprise Fleet Management including their vehicle maintenance program. This program will be for the pick-up and utility van vehicles in the Utility Fund.

#### **BACKGROUND:**

The Village's Utility Fund has seven compact-size 2006 pick-up trucks, one mid-size 2006 pick-up truck and one 2006 cargo van that needs to be replaced. The Village can lease these replacement vehicles with a maintenance program that we feel will be the most cost effective for securing and maintaining the fleet of Utility Fund vehicles. The City of Lauderdale Lakes in December 2014 bid out a very similar type of program to replace their utility vehicles.

The Village is able to piggy back off of that bid which was awarded to Enterprise Fleet Management. The Village will receive new vehicles and they will have a maintenance program with each vehicle. The maintenance program will cover almost all repairs that are required. Enterprise has a very large network of vehicle repair shops that the Village will be able to service our trucks. This will be a big advantage to the Village since we do not have a municipal garage operation. Each vehicle will have a charge card that will only be accepted by repair shops for repairs to the vehicles and the Village will not have to find qualified mechanics or repair shops. This will allow Village employee to devote their time to repair and maintenance of the utility system components vs. time spent getting vehicles repaired.

The Lease program will allow the Village to elect to own the vehicles at the end of the lease for a set value, or to turn them in to Enterprise Fleet Management and have no further obligations. The Village will continue to provide insurance coverage through the Florida Municipal Insurance Trust (FMIT) as we have in the past.

**BUDGETARY IMPACT:**

The Utility Fund was budgeted for the fleet replacement program but has been using the funds to keep the current fleet operational and on the road. The FY 2015 budget has \$9,500.00 for repairs, \$15,000.00 for replacement and \$15,000.00 for lease to these current vehicles. If we have all new vehicles then the repairs cost funds can be used for a part of the monthly lease payments. The total annual cost for the lease purchase of eight pickups and one van will cost around \$30,000.00 per year. This will be programmed into the FY 2016 budget as the vehicles will not delivered much before September 30, 2015.

**PERSONNEL IMPACT:**

This will allow Village personnel to focus on their work and duty assignments and no worry about vehicle breakdowns.



## 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:** May 4, 2015

**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 FIVE-YEAR MASTER LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT INCLUSIVE OF A VEHICLE MAINTENANCE AGREEMENT; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A FIVE-YEAR MASTER LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT INCLUSIVE OF A VEHICLE MAINTENANCE AGREEMENT; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, funds were appropriated in the FY 2015 Budget to replace Public Works vehicles under the Utility Fund; and

**WHEREAS**, the Village has determined that leasing the vehicles, inclusive of maintenance, is the most cost effective method of procuring and maintaining the vehicles; and

**WHEREAS**, the City of Lauderdale Lakes awarded a contract to Enterprise Fleet Management, under a competitive bidding process, for a similar vehicle replacement program; and

**WHEREAS**, Section 36.25(J) of the Village's Purchasing Procedures authorizes the award of a contract without sealed bidding when the Village Manager determines that the purchase meets acceptability criteria and the supplier has been selected in a competitive bidding process within the last 36-month period by another governmental entity or public agency; and

**WHEREAS**, the Village wishes to piggyback the lease of the vehicles with a vehicle maintenance program (7 mid-size 2006 pickups, 1 full size 2006 pickup and 1 2006 van) from the City of Lauderdale Lakes' agreement with Enterprise Fleet Management.

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

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

**Section 2.     Approval of Agreement.** The Five-Year Master Lease Agreement inclusive of a Vehicle Maintenance Program for replacement of seven (7) mid-size 2006 pickup trucks, 1 full size 2006 pickup and 1 2006 van is hereby 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 agreements.

**Section 4. Execution of the Agreement.** The Village Manager is authorized to execute the agreements on behalf of the Village and/or documents for the lease and maintenance of the referenced vehicles.

**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 Jorge Gonzalez     | _____ |
| Commissioner Richard Chervony | _____ |
| Commissioner Wendy Duvall     | _____ |
| Commissioner Eddie Lim        | _____ |

PASSED and ADOPTED this 12th day of May 2015.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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



| Class                 | Year | Make & Model     | Description                      | Lead Time   | Projected Annual Miles | Engine Size | Lease Rates   |                      | Maintenance Rate         |         | Book Value at Term | Market Value at Term | *Effective Payment* | Quantity & Initial |
|-----------------------|------|------------------|----------------------------------|-------------|------------------------|-------------|---------------|----------------------|--------------------------|---------|--------------------|----------------------|---------------------|--------------------|
|                       |      |                  |                                  |             |                        |             | Lease Payment | Annual Lease Payment | Monthly Maintenance Rate |         |                    |                      |                     |                    |
| 1/2 Ton Pick-up Truck | 2015 | GMC Sierra 1500  | Base 4x2 Regular Cab 6.6ft. Box  | 10-12 Weeks | 8,000                  | V6          | \$273         | \$3,273              | \$39                     | \$4,149 | \$11,500           | \$150                |                     |                    |
| 1/2 Ton Pick-up Truck | 2015 | GMC Sierra 1500  | Base 4x2 Regular Cab 6.6ft. Box  | 10-12 Weeks | 5,500                  | V6          | \$273         | \$3,273              | \$39                     | \$4,149 | \$12,000           | \$142                |                     |                    |
| 3/4 Ton Cargo Van     | 2015 | Ford Transit 250 | Base Low Roof Cargo Van 130in WB | 4 Weeks     | 8,000                  | V6          | \$377         | \$4,525              | \$49                     | \$5,842 | \$12,500           | \$169                |                     |                    |
| 3/4 Ton Cargo Van     | 2015 | Ford Transit 250 | Base Low Roof Cargo Van 130in WB | 4 Weeks     | 5,500                  | V6          | \$377         | \$4,525              | \$49                     | \$5,842 | \$13,000           | \$160                |                     |                    |
| Compact Pick-up       | 2015 | Nissan Frontier  | S 4x2 King Cab 6 ft. box         | 12-16 Weeks | 8,000                  | 4 Cyl       | \$210         | \$2,523              | \$36                     | \$3,184 | \$11,500           | \$72                 |                     |                    |
| Compact Pick-up       | 2015 | Nissan Frontier  | S 4x2 King Cab 6 ft. box         | 12-16 Weeks | 5,500                  | 4 Cyl       | \$210         | \$2,523              | \$36                     | \$3,184 | \$12,300           | \$68                 |                     |                    |

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lease Payments based on Depreciation of 1.25%, 60-month Term, and \$4,000 down from equity gained on resale from current customer owned units.  
 Fixed Maintenance rates include ALL Vehicle Maintenance. This rate include 1 set of brakes and 4 tires.

ALL TAX (if applicable) AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE North Bay Village**

**BY: \_\_\_\_\_ TITLE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.  
 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.  
 1 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).  
 2 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Approved  
RESOLUTION 2015-41

A RESOLUTION APPROVING THE RANKING OF PROPOSALS FOR RFP# 15-1301-02R, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH STEPS AS SHALL BE NECESSARY AND APPROPRIATE TO NEGOTIATE A CONTRACT FOR PURCHASE/LEASE/FINANCE OF MUNICIPAL UTILITY VEHICLES TO REPLACE APPROXIMATELY ONE-HALF OF THE CITY FLEET OVER A THREE-YEAR PERIOD WITH THE HIGHEST RANKED FIRM, ENTERPRISE FLEET MANAGEMENT, AND, IF UNSUCCESSFUL, TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM AND SO FORTH, UNTIL A CONTRACT IS READY FOR PRESENTATION TO THE CITY COMMISSION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City determined to solicit proposals in connection with purchasing/leasing/financing of municipal utility vehicles, for a term of three (3) years, in accordance with the Request for Proposal ("RFP")#15-1301-02R, for replacement of municipal vehicles, and

WHEREAS, on December 18, 2014, the City received proposals in response to RFP# 15-301-02R, for the City's purchase/lease/finance of municipal vehicles, and

WHEREAS, the City received three responses to the RFP, and

WHEREAS, the City staff vetted the proposals through a selection committee comprised of four members selected by the City Manager, and

WHEREAS, the three (3) proposals were received from Enterprise Fleet Management, Acme Auto Leasing and Altec Industries, respectively, and

WHEREAS, the selection committee conducted an internal interview and vetted the applicants and found that Enterprise Fleet Management was the most qualified and experienced,

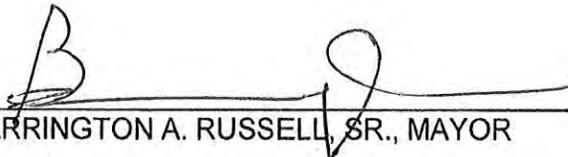
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

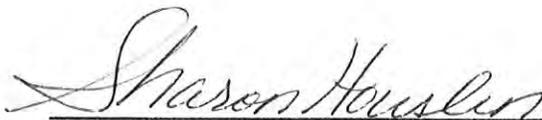
Section 2. APPROVAL: The City Manager is hereby authorized and directed to take such steps as shall be necessary and appropriate to negotiate a contract for the purchase/lease/finance of the municipal utility vehicles to replace approximately one-half of the City fleet over a three-year period, with the highest ranked firm, Enterprise Fleet Management, and if unsuccessful to negotiate with the next highest ranked firm and so forth, until a contract is ready for presentation to the City Commission.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 24, 2015.

  
BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:



SHARON HOUSLIN, CITY CLERK

JCB:ja

Sponsored by: MANNY DIEZ, Director of Public Works



**VOTE:**

|                                |                                     |       |                                     |           |                          |         |
|--------------------------------|-------------------------------------|-------|-------------------------------------|-----------|--------------------------|---------|
| Vice-Mayor Beverly Williams    | <input checked="" type="checkbox"/> | (For) | <input type="checkbox"/>            | (Against) | <input type="checkbox"/> | (Other) |
| Commissioner Edwina Coleman    | <input checked="" type="checkbox"/> | (For) | <input type="checkbox"/>            | (Against) | <input type="checkbox"/> | (Other) |
| Commissioner Gloria Lewis      | <input type="checkbox"/>            | (For) | <input checked="" type="checkbox"/> | (Against) | <input type="checkbox"/> | (Other) |
| Commissioner Eileen Rathery    | <input checked="" type="checkbox"/> | (For) | <input type="checkbox"/>            | (Against) | <input type="checkbox"/> | (Other) |
| Commissioner Patricia Williams | <input type="checkbox"/>            | (For) | <input checked="" type="checkbox"/> | (Against) | <input type="checkbox"/> | (Other) |

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## VEHICLE PURCHASE NET COMPARISON BY PROGRAM YEAR YEAR 1 PURCHASE

| YR                     | Qty | Description                                    | Sheriff's Bid (1)    | Enterprise (2)       | Acme | Altec |
|------------------------|-----|--|----------------------|----------------------|------|-------|
| 2015                   | 1   | 15,000# CAB & CHASSIS<br>(DUAL REAR WHEEL) 4X4 | \$ 54,000.00         | \$ 62,401.11         | NB   | NB    |
| 2015                   | 2   | 3/4 TON PICKUP TRUCK -<br>4X4                  | \$ 58,000.00         | \$ 76,008.00         | NB   | NB    |
| 2015                   | 2   | 4 DOOR ELECTRIC<br>PASSENGER CAR               | \$ 68,126.00         | \$ 59,577.90         | NB   | NB    |
| <b>Purchase Amount</b> |     |  | <b>\$ 180,126.00</b> | <b>\$ 197,987.01</b> |      |       |

(1) Note: the Sheriff's Bid only includes an upgraded 6 yr, \$0 deduc, 100 mi warranty and not the full service maintenance agreement that is included in the RFP

(2) Note: The net cost of the full warranty specified in the RFP ends up costing \$595 per year per vehicle

## YEAR 1 LEASE

| YR                          | Qty | Description                                  | Estimated Cost | Enterprise Open*   | Enterprise Closed  | Acme               |
|-----------------------------|-----|--|----------------|--------------------|--------------------|--------------------|
| 2015                        | 2   | COMPACT EXTENDED<br>CAB PICKUP TRUCK - 4X2   | \$ 34,500.00   | \$ 588.00          | \$ 472.26          | \$ 900.00          |
| 2015                        | 1   | 1/2 TON PICKUP TRUCK -<br>4X2 – LONG BED     | \$ 20,200.00   | \$ 374.00          | \$ 316.97          | \$ 500.00          |
| 2015                        | 1   | 1/2 TON PICKUP TRUCK -<br>4X2 – STANDARD BED | \$ 19,800.00   | \$ 331.00          | \$ 268.20          | \$ 490.00          |
| 2015                        | 1   | 15 PASSENGER VAN                             | \$ 28,000.00   | \$ 581.00          | \$ 499.93          | \$ 525.00          |
| 2015                        | 1   | UTILITY CARGO VAN                            | \$ 20,500.00   | \$ 398.00          | \$ 322.83          | \$ 500.00          |
| <b>Monthly Lease Amount</b> |     |  |                | <b>\$ 2,272.00</b> | <b>\$ 1,880.19</b> | <b>\$ 2,915.00</b> |

\* does not include credit for residual value (~20% OF PURCHASE PRICE)

|   |                     |                     |                     |
|---|---------------------|---------------------|---------------------|
| <b>TRADE-IN CREDIT TO APPLY TO LEASE PAYMENTS</b> | <b>\$ 10,000.00</b> | <b>\$ 10,000.00</b> | <b>\$ 9,100.00</b>  |
| <b>NET ANNUAL LEASE PAYMENTS</b>                  | <b>\$ 17,264.00</b> | <b>\$ 12,562.28</b> | <b>\$ 25,880.00</b> |

## YEAR 2 PURCHASE

| YR   | Qty | Description                                    | Sheriff's Bid (1) | Enterprise (2) | Acme | Altec |
|------|-----|--|-------------------|----------------|------|-------|
| 2016 | 1   | 30,000# CAB & CHASSIS<br>(DUAL REAR WHEEL) 4X2 | \$ 65,000.00      | \$ 70,841.87   | NB   | NB    |

(1) Note: the Sheriff's Bid only includes an upgraded 6 yr, \$0 deduc, 100 mi warranty and not the full service maintenance agreement that is included in the RFP

(2) Note: The net cost of the full warranty specified in the RFP ends up costing \$595 per year per vehicle

## YEAR 2 LEASE (estimate)

| YR | Qty | Description | Estimated Cost | Enterprise Open* | Enterprise Closed | Acme |
|----|-----|-------------|----------------|------------------|-------------------|------|
|----|-----|-------------|----------------|------------------|-------------------|------|

| 2016  | 1   | SMALL SIZE 4-DOOR<br>UTILITY VEHICLES - 4X2               | \$ 20,700.00   | \$ 398.00        | \$ 322.83         | \$ 425.00   |
|---|-----|---|----------------|------------------|-------------------|-------------|
| 2016  | 2   | COMPACT EXTENDED<br>CAB PICKUP TRUCK - 4X2                | \$ 34,500.00   | \$ 588.00        | \$ 472.26         | \$ 900.00   |
|   |     | Monthly Lease Amount                                      |                | \$ 986.00        | \$ 795.09         | \$ 1,325.00 |
| TRADE-IN CREDIT TO APPLY TO LEASE PAYMENTS    |     |   | \$ 13,000.00   | \$ 13,000.00     | \$ 6,100.00       |             |
| NET ANNUAL LEASE PAYMENTS                     |     |   | \$ (1,168.00)  | \$ (3,458.92)    | \$ 9,800.00       |             |
| <b>RUNNING TOTAL OF ANNUAL LEASE PAYMENTS</b> |     |   |                |                  |                   |             |
|   |     |   | \$ 16,096.00   | \$ 9,103.36      | \$ 35,680.00      |             |
| <b>YEAR 3 PURCHASE (estimate)</b>             |     |   |                |                  |                   |             |
| <b>NONE</b>                                   |     |   |                |                  |                   |             |
| <b>YEAR 3 LEASE (estimate)</b>                |     |   |                |                  |                   |             |
| YR  | Qty | Description   | Estimated Cost | Enterprise Open* | Enterprise Closed | Altec       |
| 2017  | 1   | 30,000# FORESTRY<br>TRUCK, 50' BOOM, 16 FT<br>CHIPPER BED | \$ 160,000.00  | 4500             | 4500              | \$ 4,504.00 |
| 2017  | 2   | SMALL SIZE 4-DOOR<br>UTILITY VEHICLES - 4X2               | \$ 41,400.00   | \$ 796.00        | \$ 645.66         | \$ 850.00   |
|   |     | Monthly Lease Amount                                      |                | \$ 5,296.00      | \$ 5,145.66       | \$ 5,354.00 |
| TRADE-IN CREDIT TO APPLY TO LEASE PAYMENTS    |     |   | \$ 24,200.00   | \$ 24,200.00     | \$ 9,200.00       |             |
| NET ANNUAL LEASE PAYMENTS                     |     |   | \$ 39,352.00   | \$ 37,547.92     | \$ 55,048.00      |             |
| <b>RUNNING TOTAL OF ANNUAL LEASE PAYMENTS</b> |     |   |                |                  |                   |             |
|   |     |   | \$ 55,448.00   | \$ 46,651.28     | \$ 90,728.00      |             |



**Request for  
Proposal Response**

*Prepared for:*

**City of Lauderdale Lakes**

David Nunes  
Enterprise Fleet Management  
5105 Johnson Road  
Coconut Creek, FL 33073  
954-354-5410 (phone)  
(800) 507-7643 fax  
[DAVID.F.NUNES@EFLEETS.COM](mailto:DAVID.F.NUNES@EFLEETS.COM)

**PURCHASE/LEASE/FINANCE  
MUNICIPAL UTILITY VEHICLES  
RFP # 15-1301-02R**

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Department of Financial Services  
City of Lauderdale Lakes  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319-5599

Re: **RFP- 15-1301-02R**

Thank you for the opportunity to respond to your RFP. With more than 50 years of Fleet Management experience, along with managing approximately 1.6 million vehicles today, Enterprise is uniquely qualified to fulfill your needs. By partnering with us on your fleet needs, you will be able to save time, money, and effort in your day-to-day operations.

Enterprise will tailor a program based on the needs of the City of Lauderdale Lakes. We have the ability to offer you municipal programs consisting of leasing, maintenance, fuel, insurance enrollment, disposal, telematics, and more. Our goal is to provide the same value to your office that we have to many other government agencies across the State.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you to ensure the highest level of customer service. Your account team will meet with you as needed to develop and evolve your customized transportation solutions.

Our local Fleet Management team, with the experience of managing approximately 20,000+ vehicles, in the State stands ready to meet the transportation needs outlined in this RFP and related addendums.

We look forward to competing to be your transportation solution provider. We would very much appreciate the opportunity to further discuss how we partner with other local Cities in the State of Florida and/or discuss sections of our proposal and alternate leasing structures in an in person meeting/presentation.

Thank you,

**David Nunes**  
**Business Development Manager**  
Enterprise Fleet Management  
5105 Johnson Road  
Coconut Creek, FL 33073  
954-354-5441  
[DAVID.F.NUNES@EFLEETS.COM](mailto:DAVID.F.NUNES@EFLEETS.COM)

**Brett Frazee**  
**Vice President Fleet Management**  
Enterprise Fleet Management  
5105 Johnson Road  
Coconut Creek, FL 33073  
954-354-5410  
[BRETT.A.FRAZEE@EFLEETS.COM](mailto:BRETT.A.FRAZEE@EFLEETS.COM)

**Brett Frazee**  
**Enterprise Fleet Management, Inc.**

**Vice President Fleet Management**  
**Enterprise Fleet Management, Inc.**

**December 17, 2014**  
**Date**

# Section C

## **EXPERIENCE IN PERFORMING WORK OF A SIMILAR NATURE**

With over 50 years of experience along with managing approximately 1.6 million vehicles today, Enterprise Fleet Management, a division of Enterprise Holdings Inc., is uniquely qualified to fulfill the needs outlined in this RFP.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you to ensure the highest level of customer service. Your account team will meet with you regularly, and in person, to develop and evolve your customized transportation solutions, and ensure that the products the City receives and/or elects are the best fit with the City's short and long term goals and objectives.

Our programs are designed for the needs of light and medium duty fleets, with the ability to offer programs consisting of: Acquisition, Funding, License & Registration, Maintenance, Fuel, Risk Management Enrollment, Rental and Disposal. Enterprise will specifically customize a program based on the needs of the City of Lauderdale Lakes. Our goal is to provide the same value to your organization that we have to others across the State and the Country.

Enterprise Fleet Management has experience in performing work of a similar nature to the Scope of Work described in this RFP. Currently, Enterprise is partnering with many other municipal entities to provide them with fleet management programs encompassing some of or all of the services below:

- **Vehicle Acquisition**
- **Vehicle Funding**
  - *Closed-end Leasing*
  - *Open-end Leasing*
  - *Financing*
  - *Purchases*
- **Local Account Team**
- **Maintenance Management**
- **Telematics (Geotab)**
- **Fuel Management**
- **Risk Management Programs**
- **On-line Reporting and Data**
- **Customized Monthly Reporting**
- **Coordination of Aftermarket Installation**
- **Remarketing and Disposal of Vehicles**
- **DMV Services on Regular and City and County Plates**
- **Short Term rentals**
- **Car Sharing**



## **ENTERPRISE FLEET MANAGEMENT EXECUTIVE SUMMARY OF SERVICES**

- Nationally, Enterprise Fleet Management has over 300,000 vehicles on lease with an additional 50,000 under management. When combined with our sister division, Enterprise Rent-A-Car, that number exceeds 1,600,000. Our volume makes us one of the largest purchasers of vehicles in the country.
- As an independent, privately-owned company, Enterprise is not tied to any one manufacturer. We deal with all of them, both domestic and foreign.
- Enterprise is your complete transportation services specialist. With divisions in Fleet Management, Rent-A-Car, Commercial Truck Rental, Rideshare, and Car Sales, Enterprise is capable of servicing all your transportation needs under one company.
- Enterprise provides our customers with fleet management services that address all fleet holding costs—from acquisition to disposal, including maintenance, fuel, insurance, registration and reporting. What this means is that the City of Lauderdale Lakes will receive constant evaluation of your holding costs to assure minimal operating expenses.
- The City of Lauderdale Lakes will have a dedicated, local Account Team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.
- Vehicle delivery is included in our program. Enterprise will also coordinate any aftermarket up fitting with service bodies, signage, radios, shelving, etc. prior to delivery.
- Enterprise will handle all licensing and registration of vehicles leased to the City of Lauderdale Lakes with exempt license plates at no additional cost.
- Enterprise will provide monthly management reports consisting of a single invoice of all charges—lease, maintenance, and insurance. These reports may also be viewed on-line for immediate access.
- Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventative maintenance (fluids, belts, hoses, etc.), including wheel alignments; and all unscheduled and common repairs (engines, transmissions, battery, etc.). The cost of the program is fixed, budgeted, and inflation proof, which can significantly reduce overall maintenance expenses. It also includes 24 hours a day/7 days a week emergency roadside assistance—reducing administrative effort and downtime.
- Enterprise partners with over 65,000 ASE accredited maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to the City of Lauderdale Lakes.
- Enterprise offers Liability and Physical Damage Coverage to assist with subrogation of accident related repairs. The benefit to the City of Lauderdale Lakes is the gap coverage available as well as convenience of using our network of auto body repair facilities.
- Enterprise can handle the complete disposal transaction, including picking up the vehicle and disposing of it anywhere in the U.S. The City of Lauderdale Lakes can obtain advice and assistance from Enterprise on vehicle and equipment selection resulting in better resale and lower per-mile cost.



## **FINANCIAL CAPABILITIES**

Enterprise is a financially stable corporation. As a privately-held company, Enterprise is not beholden to the short term concerns of stockholders. Quite the opposite, our structure has allowed us to focus on building a solid and sustainable business. This is clearly appreciated by the business community as represented by the recent award of an "A minus" long term credit rating from Standard & Poor's. Enterprise's strong financial stability is also represented without bankruptcy or pending litigations, which will not impede our ability to complete this project.

Enterprise's credit ratios have been, by far, the strongest in the car rental industry. The ratings on St. Louis, Mo.-based Enterprise Rent-A-Car reflect its dominant market position in the stable off-airport (replacement and local) segment of the car rental industry, and good earnings and cash flow generation. Although Enterprise operates primarily in the U.S. and focuses on off-airport rentals, it has surpassed Hertz (primarily on-airport rentals) as the largest global car rental company.

Unlike on-airport car rental companies, who return most of their cars to auto manufacturers under predetermined repurchase programs, Enterprise disposes of virtually all its vehicles on its own. This tends to put some pressure on its earnings in periods of weak used-car markets. However, in the past, Enterprise has demonstrated its ability to adjust its fleet to offset the negative effects of a weak used-car market by extending the average holding period and thereby reducing capital spending requirements. Enterprise's financial profile is the strongest in the industry. Our earnings and cash flow measures are very strong.

Enterprise's short-term rating is 'A-2', which reflects its good cash-generating ability and moderate financial policies, offset to some extent by significant capital expenditure requirements. Enterprise primarily relies on internally generated cash and lines of credit to meet liquidity requirements. It has a \$1.5 billion unsecured revolving credit facility. This facility includes various financial covenants, including a minimum fixed-charge coverage ratio, maximum debt to net worth, and limits on restricted payments and secured borrowings. Enterprise is expected to remain in compliance with covenants.

Enterprise's capital spending, primarily for the purchase of new vehicles, is significant. We expect that internally generated cash, proceeds from vehicle sales, and the company's credit facilities will be sufficient to meet near to intermediate term capital spending plans. In addition, Enterprise has accessed the capital markets through the issuance of unsecured notes many times. With strong funds from operations and the proven ability to curtail capital spending, Enterprise should continue to have the ability to fund vehicle purchases and service debt.

As a privately held company, it is not Enterprise's practice to publicly distribute the consolidated financial statements. The statistics listed below should assist in judging the financial strength of Enterprise. Much of this information can also be found on the Company's website at [enterprise.com](http://enterprise.com).

|  |                       |
|--|-----------------------|
| • <b>Company Revenue:</b>                      | <b>\$16.4 Billion</b> |
| • <b>Total Fleet in all Business Segments:</b> | <b>1.6 Million</b>    |
| • <b>Vehicles purchased per year:</b>          | <b>650,000</b>        |
| • <b>Rental Office Locations:</b>              | <b>8,100</b>          |
| • <b>Fleet Management Office Locations:</b>    | <b>55</b>             |
| • <b>Remarketing Locations:</b>                | <b>200</b>            |
| • <b>Employees:</b>                            | <b>78,500</b>         |
| • <b>ASE Accredited Maintenance Providers:</b> | <b>75,000</b>         |



**LOCAL ORGANIZATIONAL CHART**

**Local Account Team: The City of Lauderdale Lakes**

| <u>Local Government Support Staff</u> | <u>Name</u>  | <u>Years with Enterprise</u> | <u>Phone Number</u> |
|---------------------------------------|--------------|------------------------------|---------------------|
| • Vice President Management           | Brett Frazee | 18 YEARS                     | 954-354-5410        |
| • Controller                          | Paul Lane    | 14 YEARS                     | 954-354-5411        |
| • Business Development Manager        | David Nunes  | 8 YEARS                      | 954-354-5441        |
| • Account Fleet Coordinator           | Kelley Duane | 2 YEARS                      | 954-354-5412        |
| • Client Service Supervisor           | Beth Ciocio  | 9 YEARS                      | 954-354-5439        |
| • Group Remarketing Manager           | Ed Lawton    | 21 YEARS                     | 954-354-5306        |

**Corporate Government Support Staff**

|                                |            |          |              |
|--------------------------------|------------|----------|--------------|
| • Government Marketing Manager | Casey Wood | 11 YEARS | 314-512-4562 |
|--------------------------------|------------|----------|--------------|

City of Lauderdale Lakes will be assigned to a local, "dedicated" Account Team. This team will be led by the Business Development Manager and Account Fleet Coordinator. The team will also include the managers and staff members of our Remarketing Team, License and Renewal Team, Accounting Team, and Traffic Team. The goal of our local, dedicated Account Team is to be available to proactively manage every aspect of City of Lauderdale Lakes fleet needs—from making recommendations on the most cost effective vehicles, when the best time is to order or sell vehicles, monitoring the fleet to ensure efficiency...to helping with billing, accounting, and reporting needs.

The Business Development Manager is the primary contact for setting up initial account structure and for the retention of the account thereafter. They are available to review the account on a quarterly basis (or more often if desired) to ensure that account is handled properly, and to make recommendations for increasing fleet efficiency.

The Account Fleet Coordinator assists the Business Development Manager with the administrative functions. Their duties include handling all billing and DMV questions, maintaining accurate account information as far as customer cost codes and driver names, and handling the day-to-day requests for your account.

**Fleet Management Office Location:**

**5105 Johnson Road  
Coconut Creek, FL 33073  
954-354-5410(phone)  
Hours of Operation: Monday – Friday 8:00 am – 5:00 pm**

**\*Local Representation within City Limits: Enterprise Holdings dba Enterprise Rent-A-Car**  
Enterprise is requesting "local preference" as stated in Section 18.0 "Notice of Local Preference"

**2200 N. ST. RD. 7  
LAUDERDALE LAKES, FL 33313-7055  
954-486-3400 (phone)**



## **REFERENCES**

**Reference # 1**     *Please Contact Grayson Carson at the City of Lake City  
Lake City has been a client for many years and can speak to benefits of working with  
Enterprise as well as the benefits of open-end leasing for a City's working fleet.*

**Name:** The City of Lake City  
**Contact name and title:** Grayson Carson, Assistant City Manager  
**Address:** 205 N Marion Ave, Lake City, FL 32055  
**Phone number:** (386) 719-5768  
**Fax number:** (386) 758-5488  
**Email address:** casong@lcfla.com  
**Date of Contract:** October, 2010

**Reference # 2**

**Name:** The City of Miramar  
**Contact name and title:** Kirk Hobson-Garcia, General Services Manager  
**Address:** 2300 Civic Center Place, Miramar, FL 33025  
**Phone number:** (954) 883-5101  
**Fax number:** (954) 602-3403  
**Email address:** kfhobson-garcia@ci.miramar.fl.us  
**Date of Contract:** March, 2013

**Reference # 3**

**Company name:** Lake County Sheriff's Office  
**Contact name and title:** Captain Todd English  
**Address:** 15855 State Highway 50, Clermont, FL  
**Phone number:** 352-429-2290  
**Fax number:** 352-343-9505  
**Email address:** Todd.English@lcso.org  
**Date of Contract:** November, 2010

***\*\*Enterprise currently has many municipal clients in the State and across  
the County and will provide additional references upon request***



**2014 Florida Annual Resale Certificate for Sales Tax**  
**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014**

DR-13  
R. 10/13

Business Name and Location Address

ENTERPRISE FLEET MANAGEMENT INC  
600 CORPORATE PARK DR  
SAINT LOUIS MO 63105-4204

Registration Effective Date

01/01/12

Certificate Number

80-8015791190-7

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: \_\_\_\_\_ (insert name of seller on photocopy) \_\_\_\_\_ (date) Presented by: \_\_\_\_\_ Authorized Signature (Purchaser) \_\_\_\_\_ (date)



**2014 Florida Annual Resale Certificate for Sales Tax**  
**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014**

DR-13  
R. 10/13

Business Name and Location Address

ENTERPRISE FLEET MANAGEMENT INC  
6105 JOHNSON RD  
COCONUT CREEK FL 33073-3640

Registration Effective Date

11/04/11

Certificate Number

16-8015762332-6

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: \_\_\_\_\_ (insert name of seller on photocopy) \_\_\_\_\_ (date) Presented by: \_\_\_\_\_ Authorized Signature (Purchaser) \_\_\_\_\_ (date)



**2014 Florida Annual Resale Certificate for Sales Tax**  
**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014**

DR-13  
R. 10/13

Business Name and Location Address

ENTERPRISE FLEET MANAGEMENT INC  
18250 NW 59TH AVE STE 208  
MIAMI LAKES FL 33014-7542

Registration Effective Date

11/07/11

Certificate Number

23-8015764900-3

# Section D



CITY of Lauderdale Lakes

Department of Financial Services

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, on this day personally appeared Brett A. Frazee  
(Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the Vice President of the corporation/partnership known and styles as Enterprise Fleet Management, Inc duly formed under the laws of the State of Florida, on December 17, 2014, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.
2. That Enterprise Fleet Management, Inc (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the "Project" known as Design/Build for Emergency Operating Center, Lauderdale Lakes, Florida; to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.
3. That Enterprise Fleet Management, Inc (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.
4. That Enterprise Fleet Management, Inc (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.
5. That Enterprise Fleet Management, Inc (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person which bids on the Project.
6. That no officer of Enterprise Fleet Management, Inc has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
7. That these representations and warranties will be true at the time of the proposal opening.

By: Brett A. Frazee  
Its: Vice President  
Authority Warranted

SWORN TO and subscribed before me this 17<sup>th</sup> day of December, 2014.

Kelley M. Duane Notary Public

My Commission Expires Aug 7, 2016





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## QUESTIONNAIRE

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PROJECT: RFP# 15-1301-02R PURCHASE/ LEASE/ FINANCE MUNICIPAL UTILITY VEHICLES

PROPOSER: Enterprise Fleet Management, Inc

OWNER: CITY OF LAUDERDALE LAKES

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### INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The CITY of Lauderdale Lakes shall be entitled to contact each and every person/company listed in response to this questionnaire. The Proposer, by completing this questionnaire, expressly agrees that any information concerning the Proposer in possession of said entities may be made available to the CITY.
- C. Only complete and accurate information shall be provided by the Proposer. The Proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Proposer also acknowledges that the CITY is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the Proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the CITY of any subsequent agreement between the CITY and the Proposer.
- D. If there are any questions concerning the completion of this form, the Proposer is encouraged to contact Marie W. Ellanor, Financial Services Director, e-mail: [mariee@lauderdalelakes.org](mailto:mariee@lauderdalelakes.org) or fax: (954) 535-1892.

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QUESTIONNAIRE

Proposer's Name: Enterprise Fleet Management, Inc

Principal Office Address: 600 Corporate Park Dr

St. Louis MO 63105

Official Representative: Brett Frazee
(Circle One)

- Individual
Partnership
Corporation

If a Corporation, answer this:

When Incorporated: 1963

In what State: Missouri

President's Name: Steve Bloom

Vice President's Name: Brett Frazee

Treasurer's Name: William Snyder

Members of Board of Directors: Pam Nicholason, William Snyder, Andrew Taylor

If Foreign Corporation:

Date of Registration with:

Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:



**If a Partnership:**

Date of Organization: \_\_\_\_\_

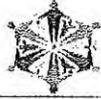
General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

|    | <u>Name</u> | <u>Address</u> |
|----|-------------|----------------|
| 1. | _____       | _____          |
| 2. | _____       | _____          |
| 3. | _____       | _____          |

\*Designate general partners in Limited Partnership

- Number of years of relevant experience in operating similar business: 57
- Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled?  
No (x) Yes ( ) Provide details, check here  if on a separate sheet
- Has the Proposer or any principals of the applicant organization refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  
NO  
If yes, please explain, check here  if on a separate sheet
- Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
NO  
No (X) Yes ( ) If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary check here  if on a separate sheet



5. Has any principal, partner or key member of the firm or firms submitting this proposal and Questionnaire Form been convicted of a felony by a Federal, State, County or Municipal Court

No (x) Yes ( ) If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary check here  if on a separate sheet

6. Lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) Interest:

- A. List all pending lawsuits:

No material pending litigation or legal Action against the company (Enterprise Fleet Management or enterprise FM Trust) and has not been in the last five years

- B. List all judgments from lawsuits in the last five years:

No material pending litigation or legal Action against the company (Enterprise Fleet Management or enterprise FM Trust) and has not been in the last five years

- C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

No material pending litigation or legal Action against the company (Enterprise Fleet Management or enterprise FM Trust) and has not been in the last five years

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal:

No (x) Yes ( ) Provide details, check here  if on a separate sheet

The Proposer understands that Information contained in this Questionnaire will be relied upon by the CITY of Lauderdale Lakes in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned 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 CITY Manager.



CITY of Lauderdale Lakes

Department of Financial Services

The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Broward County Sheriff's Department. By submitting this questionnaire, the Proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Proposer available to the Owner.

Dated December 17, 2014

PROPOSER:

Enterprise Fleet Management, INC.

By Brett A. Frazee

Its Vice President

Sworn to me before this December day of 2014, by Brett A. Frazee (name of affiant). He/she is

personally known to me or has produced (type of identification) as identification.

[Signature of Kelley M. Duane]
Notary Public

My Commission Expires:

Aug 7, 2016





**AFFIDAVIT FOR SOLE PROPRIETOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that:

- A. the foregoing statements are a true and accurate statement of his/her financial position as of the date thereof; and the answers to the interrogatories contained therein are true;
- B. the statements and answers to the Interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- C. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- D. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial for bidding on CITY construction projects or the suspension or revocation of existing work or contracts being performed for the CITY of Lauderdale Lakes, Florida.

\_\_\_\_\_  
(Applicant)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_ (name of affiant). He/she is

personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL



**AFFIDAVIT FOR PARTNERSHIP**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ is a member of the firm of \_\_\_\_\_, being duly sworn deposes and says that:

- A. the foregoing statements are a true and accurate statement of the financial position of said firm as of the date thereof and the answers to the interrogatories contained therein are true;
- B. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- C. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- D. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial for bidding on CITY projects or the suspension or revocation of existing work or contracts being performed by the Firm for the CITY of Lauderdale Lakes, FL.

\_\_\_\_\_  
(Member of Firm)

Sworn to me before this \_\_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_ (name of affiant). He/she is

personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL



**AFFIDAVIT FOR CORPORATION**

State of Florida

County of Broward

Brett A. Frazee, is the Vice President (title) of the

Enterprise Fleet Management, Inc. (corporation described herein) being duly sworn, deposes and says that:

- A. he/she is familiar with the books or the said corporation showing its financial position;
- B. the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof;
- C. the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit;
- D. he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and
- E. the CITY of Lauderdale Lakes considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of an existing work or contracts being performed by the Firm for the CITY of Lauderdale Lakes, Florida.

[Signature]  
(Officer must also sign here)

Sworn to me before this December, 17 day of 20 14, by Brett A. Frazee (name of affiant). He/she is

personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
(Notary)

SEAL





PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the CITY of Lauderdale Lakes adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Lauderdale Lakes or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, sub-Vendor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Enterprise Fleet Management, Inc.

Name of Business

Sworn to and subscribed before me

BY: Brett Frazee

This Seventeenth day of

Brett Frazee  
Signature

December 20, 2014

Brett Frazee, Vice President

Name & Title, Typed or Printed

Kelley M. Duan  
Notary Public



5105 Johnson Road

Mailing Address

State of Florida

Coconut Creek, FL 33076

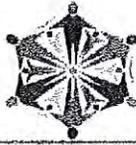
CITY, State, Zip Code

(954) 354-5410

Telephone Number Email Address

( )

Facsimile Number



City of Lauderdale Lakes  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, Fl., 33319

Department of Financial Services  
Phone: (954) 535-2722  
Fax: (954) 535-1892

## ADDENDUM No. 1

ADDENDUM NO: 1

RFP NO.: 15-1301-02R

TITLE: PURCHASE/ LEASE/ FINANCE  
MUNICIPAL UTILITY VEHICLES

RFP CLOSING DATE: December 18, 2014 at 3:00 pm

DATE: December 12, 2014

NUMBER OF PAGES: 3

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive. The below revisions are being made as follows.

### Questions, Answers & Clarifications:

#### **General statement regarding this RFP:**

*The City is interested in entertaining a variety of alternatives for acquiring vehicles. While it may appear that the City is providing contradictory specifications, this was not the intention. The only fast requirements of the RFP is to provide vehicle pricing information for the year 1 vehicles and provide the required terms, conditions and pricing for the required lease described in paragraph 4.1.1. This is required mostly for comparison purposes. In addition to this, responders are encouraged to provide their best lease solution(s) for consideration. All alternatives will be considered.*

#### **Question**

**1.03**

"All vehicles ordered under this contract are expected to remain in use by the CITY for five (5) to seven (7) years." There are contradictory time frames through the RFP, (Example; 4.5 Lease Extension... "In the case of 36 and 48-month leases, the CITY, at its discretion, may desire to extend the lease term for an additional period of time that mutually agreeable to the CITY and the Vendor. In no case will the total lease term exceed 60 months".

Is it the City's intention to keep vehicles or extend leases beyond 60 months?

#### **Response:**

*The City will likely keep the vehicles for 5 to 7 years. The City may consider extending the lease.*

#### **Question**

Is the City open to evaluate alternate lease structures other than the one listed in 4.1.1?

#### **Response:**

*The city is willing, in fact, anxious, to explore alternative procurement tactics as identified in Section 1.0 PURPOSE. Multiple proposals are encouraged. Any and all procurement alternatives will be considered.*

*Please add the following language immediately after paragraph number 4.1.1.*

*4.1.1 "For the sake of proposal evaluations" the following represents the CITY'S...*



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4300 NW 36<sup>th</sup> Street  
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*Department of Financial Services*  
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**Question**

**3.2 States:**

"The CITY will apply and pay for new tags for all vehicles procured as part of this contract." In section 12.0 it states all price proposals should include license fees.

Can you please clarify if the City would like respondents to include these fees or not in the cost proposal.

**Response: Section 12 is an oversight. The City will apply for and pay for the license and registration of all vehicles.**

**Question**

**4.6 Lease Cost**

*"Pricing will remain fixed and firm for the duration of the contract period and for the length of any lease entered into during the contract period. The lease payment will include all costs which will be itemized on the payment invoice"*

Is the City asking for fixed vehicle pricing throughout the contract term? (Example a 2015 F150 lease rate will be the same as a 2020 F150 lease rate?)

**Response:**

***The conflict stems from the differentiation between the overarching 3 year procurement contract and the individual lease contracts arising from the master contract.***

***Please replace the language above with "Terms and Conditions will remain firm for the duration of the contract period and the pricing will remain fixed for the length of any lease entered into during the contract period. The lease payment will include all costs which will be itemized on the payment invoice"***

If so respondents do not have control over manufactures model year pricing or vehicle incentives. There is also the potential of interest fluctuation.

**Response:**

***Year 2 and 3 pricing and interest rates will be negotiated at the time the order is placed.***

Vehicle pricing would be fixed for vehicle term once the City executes an agreement; but could change in subsequent years, will that be sufficient?

**Response:**

**Yes**

**Question**

**3.2 Procurement**

Is the City requiring vendors to have the ability to satisfy all methods of acquisition listed in Table 1?

**Response:**

***This is not a requirement but a preference.***

If this is the case how will a total cost be determined for scoring purposes.

**Response:**

***Please refer to Section 14.0, initial scoring will be done per the required elements. There is an error in the values of the criteria. Please replace the scoring criteria in the RFP with the following:***

- |   |                   |
|---|-------------------|
| <b><i>1. Providing the best cost solution to the CITY</i></b> | <b><i>70%</i></b> |
| <b><i>2. Providing a comprehensive solution</i></b>           | <b><i>15%</i></b> |
| <b><i>3. Clarity of Proposal</i></b>                          | <b><i>15%</i></b> |



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If vendors can choose to bid on one or the other, how will a total cost be determined?

**Response:**

**Assuming that this question is still related to the selection and award of the contract, the answer is by using Present Worth.**

Will vendors who bid on both be given preference?

**Response:**

**Yes, but only if their proposal provides the best value to the City. The City may split the award.**

**Question**

Good morning! I just wanted to verify that the City of Lauderdale Lakes is planning on paying cash for the LR7-60 and not considering financing on this particular piece of equipment. Please let me know if you would like payment options, thanks so much!

**Response:**

**At this time, the City intends to pay cash for this vehicle. If these are attractive lease options available for this vehicle, the City will entertain them.**

**Note: This addendum closes all formal questions and clarifications to allow bidders sufficient time to submit in proposals.**

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

Brett A. Frazee

COMPANY NAME

Enterprise Fleet Management, Inc.

SIGNATURE/DATE

PRINTED NAME

Brett A. Frazee

CITY OF LAUDERDALE LAKES

Marie W. Ellanor

Marie W. Ellanor  
Financial Services Director

# Section E



Enterprise reviewed the documents attached to the RPF, as well as had the individual who will be facilitating the sale of the vehicles inspect the vehicles in person at the City lot.

Below is the estimated value of The City's current fleet. The projected 1st year vehicle replacements have a total value \$10,000. Upon award Enterprise will sell the vehicles on behalf of The City of Lauderdale Lakes and cut a check back to the City once the vehicles have been sold

**LAUDERDALE LAKES 2014 VEHICLE TRADE-INS**

| No.  | Make / Model           | Body/Trim       | Model Year | Fuel Type | Drive | Yr | Estimated Resale Value |
|------|------------------------|-----------------|------------|-----------|-------|----|------------------------|
| 9114 | Ford F-Series          | 12ft Dump Box   | 1997       | Diesel    | 2WD   | 1  | \$1,500.00             |
| 8207 | Chevy Pickup 1500      |                 | 1998       | Gas       | 2WD   | 1  | \$500.00               |
| 9226 | Dodge Ram Pickup       |                 | 2001       | Gas       | 2WD   | 1  | \$500.00               |
| 9227 | Chevy Crew Cab 3500    |                 | 2000       | Gas       | 2WD   | 1  | \$2,000.00             |
| 8241 | Chevy 1500 Pickup      |                 | 1998       | Gas       | 2WD   | 1  | \$500.00               |
| 9265 | Dodge Dually Pickup    |                 | 2001       | Gas       | 2WD   | 1  | \$2,000.00             |
| 8209 | Chevy 15 Passenger Van |                 | 1999       | Gas       | 2WD   | 1  | \$1,500.00             |
| 9243 | Dodge Durango          |                 | 2002       | Gas       | 4WD   | 1  | \$800.00               |
| 9217 | Chevy Cargo Van        |                 | 1998       | Gas       | 2WD   | 1  | \$700.00               |
| 9208 | Ford Taurus            |                 | 1998       | Gas       | 2WD   | 2  | \$500.00               |
| 6246 | Dodge Durango          |                 | 2002       | Gas       | 2WD   | 2  | \$2,000.00             |
| 9244 | Dodge Durango          |                 | 2003       | Gas       | 4WD   | 2  | \$8,000.00             |
| 9148 | International          | 12ft Flat Dump  | 2002       | Diesel    | 2WD   | 2  | \$8,500.00             |
| 9150 | Sterling Tandem        | 14CY Const Dump | 2002       | Diesel    | 2WD   | 3  | \$2,500.00             |
| 4200 | Dodge Durango          |                 | 2002       | Gas       | 2WD   | 3  | \$700.00               |
| 9200 | Dodge Durango          |                 | 2003       | Gas       | 2WD   | 3  | \$2,000.00             |



## Start of Pricing Proposal(s)

### Exhibit 1 (Close-end Lease)

| Chassis Specification | Class                 | Year | Make & Model         | Description   | 4 X 4 | Engine Size                          | Monthly Lease Payment | Projected Quantity |
|-----------------------|-----------------------|------|----------------------|---|-------|--------------------------------------|-----------------------|--------------------|
| 1.2                   | Compact Pick-up Truck | 2015 | Nissan Frontier      | S<br>4x2 King Cab 6 ft. box   |       | 4 Cyl                                | \$209.33              | 2                  |
| 1.3                   | 1/2 Ton Pick-up Truck | 2015 | Chevy Silverado 1500 | WT<br>4x2 Regular Cab 8 ft. box   |       | V8                                   | \$289.18              | 1                  |
| 1.4                   | 1/2 Ton Pick-up Truck | 2015 | GMC Sierra 1500      | Base<br>4x2 Regular Cab 6.6 ft. box                                     |       | V6                                   | \$240.41              | 1                  |
| 1.5                   | 1 Ton Pass Van        | 2015 | Ford Transit 350     | XL w/Sliding Pass-Side Cargo Door<br>High Roof HD Extended-Length Wagon |       | *V6 (Available only in V6 or Diesel) | \$469.00              | 1                  |
| 1.6                   | 3/4 Ton Cargo Van     | 2015 | Ford Transit 250     | Base<br>Low Roof Cargo Van  |       | *V6 (Available only in V6 or Diesel) | \$293.00              | 1                  |

All Lease payments are based on 60-months with 50,000 miles at term.

Pricing based on vehicles projected for finance acquisition in the 1st year Per Table 1

License fees will be billed per occurrence and are not included in monthly rate

All Pricing is subject to successful negotiation of Enterprise Walkaway Lease Agreement



## **OPEN-ENDED (EQUITY) LEASE STRUCTURE**

Enterprise Fleet Management features an alternative leasing structure in addition to the Closed-end leasing structure requested in *Section 4.1.1 of the RFP*. (See Exhibit 2)

**\*The open-ended municipal lease is the structure that Enterprise is recommending for the City\*.**

Our Open-Ended Leasing product provides the flexibility of vehicle ownership with the cash flow advantages of traditional leasing. Benefits include:

- ***No mileage restrictions and wear and tear charges***
- ***Customized terms for use and type of vehicle***
- ***Flexibility to shorten or extend lease term***
  - *This would allow the City to keep vehicles past 5 years without any lump-sum payments*
- ***Retention of ownership rights***

The mechanics of this lease involves financing the difference between the vehicle's purchase price and a Reduced Book Value (RBV) which is based upon a percentage of the delivered price of the vehicle.

Options at completion of lease term:

- ***Enterprise can replace vehicle with new model (applying equity gains)***
- ***The City of Lauderdale Lakes can extend the term of the lease***
- ***The City of Lauderdale Lakes can take title of the vehicle at the Reduced Book Value***

Enterprise Fleet Management can sell the aged vehicles in a process which accommodates The City of Lauderdale Lakes competitive process. Gains are defined as the difference between the resale proceeds from our remarketing efforts & the open market sale and the Reduced Book Value.

***There are no mileage charges or excessive wear and tear charges on the Open-Ended (Equity) Lease.***

**\*Listed below are sample depreciation rates based on projected hold time of vehicles and usage\***

| <b>Term</b> | <b>Monthly Deperaction</b> |
|-------------|----------------------------|
| <b>36</b>   | <b>2.00%</b>               |
| <b>48</b>   | <b>1.50%</b>               |
| <b>60</b>   | <b>1.25%</b>               |

**\*See Exhibit 2 for Open-end Lease menu pricing**



## Fleet Menu Pricing

### Enterprise Recommended Lease Structure

#### Exhibit 2 (Open-end Lease)

| Chassis Specification | Class                 | Year | Make & Model         | Description   | 4 X 4 | Engine Size                          | Lease Payment | Effective Payment | Projected Quantity |
|-----------------------|-----------------------|------|----------------------|---|-------|--------------------------------------|---------------|-------------------|--------------------|
| 1.1                   | 1 1/2 Ton Pick-up     | 2016 | Dodge Ram 4600       | Tradesman 4x4 Regular Cab DRW with 10' Dump Bed                         | X     | Diesel                               | \$698         | \$830.10          | 1                  |
| 1.2                   | Compact Pick-up Truck | 2016 | Nissan Frontier      | S<br>4x2 King Cab 6 ft. box   |       | 4 Cyl                                | \$294         | \$187             | 2                  |
| 1.3                   | 1/2 Ton Pick-up Truck | 2016 | Chevy Silverado 1500 | WT<br>4x2 Regular Cab 8 ft. box   |       | V8                                   | \$374         | \$274             | 1                  |
| 1.4                   | 1/2 Ton Pick-up Truck | 2016 | GMC Sierra 1500      | Base<br>4x2 Regular Cab 6.6 ft. box                                     |       | V6                                   | \$331         | \$220             | 1                  |
| 1.5                   | 1 Ton Pass Van        | 2015 | Ford Transit 350     | XL w/Sliding Pass-Side Cargo Door<br>High Roof HD Extended-Length Wagon |       | *V6 (Available only in V6 or Diesel) | \$581         | \$488             | 1                  |
| 1.6                   | 3/4 Ton Cargo Van     | 2015 | Ford Transit 250     | Base<br>Low Roof Cargo Van  |       | *V6 (Available only in V6 or Diesel) | \$388         | \$289             | 1                  |
| 1.7                   | 3/4 Ton Pick-up Truck | 2015 | Ford F-250           | XL<br>4x4 SD Regular Cab 8 ft. box                                      | X     | V8                                   | \$488         | \$343             | 2                  |
| 1.8                   | Electric Compact      | 2016 | Ford Focus           | Base<br>4dr Hatchback   |       | Electric                             | \$459         | \$397             | 2                  |

All Equity Lease payments are based on 1.25% monthly depreciation. This leaves a 25% book value at 60-months, vehicles will be fully depreciated at 60-months.

Pricing based on all vehicles projected for acquisition in the 1st year (cash and finance).

Fixed Maintenance rates include ALL Vehicle Maintenance. Including (1) sets of brakes per 26,000 miles and (0) tires, these are the only quantified.

Full Maintenance fields that have \*\*\* will be vehicles that maintenance is billed back to the City as it occurs.

License fees will be billed per occurrence and are not included in monthly rate.

Effective payment column based on the following formula: (Market value - Book value @ term, divided by 60) subtracted from monthly lease payment.

All Pricing is subject to successful negotiation of Enterprise Master Equity Agreement.

\*\*\*\*See Benefits of Equity Lease in RFP Submission\*\*\*

\*\*\*\*See Extended Equity Cost Sheet in Back of RFP Submission\*\*\*



## Fleet Menu Pricing

### Exhibit 3 (Cash Purchases)

| Chassis Specification | Class                 | Year | Make & Model       | Description                                     | 4 X 4 | Engine Size | Cash Payment | Quantity |
|-----------------------|-----------------------|------|--------------------|---|-------|-------------|--------------|----------|
| 1.1                   | 1 1/2 Ton Pick-up     | 2015 | Dodge Ram 4500     | Tradesman 4x4 Regular Cab DRW with 10' Dump Bed | X     | Diesel      | \$62,401.11  | 1        |
| 1.7                   | 3/4 Ton Pick-up Truck | 2015 | Ford F-250         | XL 4x4 SD Regular Cab 8 ft. box                 | X     | V8          | \$38,004.00  | 2        |
| 1.8                   | Electric Compact      | 2015 | Ford Focus         | Base 4dr Hatchback                              |       | Electric    | \$29,788.95  | 2        |
| 2.3 D                 | Medium Duty           | 2015 | International 4300 | Flat Bed Dump                                   |       | Diesel      | \$70,841.87  | 1        |
| 2.3 E                 | Medium Duty           | 2015 | International 4300 | Forestry Bucket Truck                           |       | Diesel      | \$151,033.00 | 1        |

# Section F



## ADDITIONAL SERVICES

### FULL MAINTENANCE PROGRAM

Enterprise can provide a maintenance program for The City of Lauderdale Lakes through our Fixed Maintenance Program. This program guarantees the maintenance costs are covered, regardless of the repairs needed to maintain your vehicle during the term. The City of Lauderdale Lakes is protected through a budgeted, inflation-proof maintenance agreement for the duration of your lease, up to 7 years or 100,000 miles.

The Full Maintenance Program is a fixed and guaranteed program that covers all preventive and unscheduled mechanical repairs. The rates are predetermined for any and all vehicle maintenance services and any parts and labor negotiations are handled between Enterprise and the corresponding repair shop.

The Full Maintenance rate excludes brakes and tires which would be billed separately if required. Rental vehicle will be provided by Enterprise Rent-A-Car for The City of Lauderdale Lakes when needed. All repairs are coordinated through Enterprise using the support of a local network of repair facilities. This reduces The City of Lauderdale Lakes' s time on fleet repairs because multiple estimates for repair time and costs are eliminated. As downtime is reduced, employee productivity increases.

The maintenance process is controlled by an Enterprise team of ASE certified technicians.

- **51 Service Advisors with over 300 years of fleet experience**
- **ASE Certifications:**
- **640 Individual Certificates**
- **27 Master Auto**
- **13 Double Master (Auto & MD)**
- **Average 11 certifications per technician**
- **Because of strong participation in the ASE program, Enterprise has been named a Blue Seal of Excellence Facility eleven years in a row.**

All shops must carry \$1,000,000 liability insurance coverage for protection of vehicles on premises. With **65,000 shops on the Enterprise network nationwide**, we can leverage our size to best serve The City of Lauderdale Lakes in a timely manner. Our ASE mechanic team has the ability to ship hard to find parts to shops servicing The City of Lauderdale Lakes' s vehicles, which helps to eliminate downtime.

Enterprise's maintenance program does not limit or void any warranties given by the manufacturers. The Full Maintenance program works in conjunction with these warranties to fix and guarantee all preventative and unscheduled repair work up to 100,000 miles.

Warranties on parts and repairs vary from National Account vendor to vendor. Our technicians are trained to recognize warranty possibilities, and by checking our service/repair history, they will direct customers to the appropriate vendor to have warranty work performed. Enterprise will request goodwill assistance from the manufacturer based on the nature of the repair. Once a claim is identified and deemed qualified, Enterprise will submit to the manufacturer on The City of Lauderdale Lakes' s behalf. Any funds received will be passed on to the customer and there is no additional charge for warranty recovery.



**FULL MAINTENANCE PROGRAM (CONTINUED)**

Enterprise is not tied directly to any one vendor. Within our network of vendors, the following are provided:

- Vendors that have diagnostic equipment
- Dealers that can perform warranty repair work
- Local vendors that stock parts
- Vendors that hire ASE certified technicians
- Vendors that carry parts in stock (delivery times may vary by vendor)
- Vendors that carry a wide variety of products to accommodate your fleet needs
- Certain vendors that can accommodate pick-up and delivery service

Roadside assistance is available 24-hours a day, 7 days a week—which includes towing, emergency roadside service, lock-out service, and fuel delivery—at no additional cost to The City of Lauderdale Lakes

**Hours of coverage -- Monday -Friday: 5AM - 7PM**  
**Saturday: 5AM - 2PM**  
**After-hours service handled by AAA and Fleetnet, 24/7/365 days**

The convenience of our Full Maintenance program is unmatched due to the number of maintenance shops available. All vehicle maintenance and repairs, preventative and unscheduled, are approved under our program reducing any phone calls or downtime associated with receiving approval on a PO or billing. Also, consolidated billing for the lease, maintenance, and insurance will reduce the number of outgoing PO's from The City of Lauderdale Lakes' Accounts Payable department.

With Enterprise handling the maintenance process—from providing proactive service reminders to the convenience of our available shops— The City of Lauderdale Lakes will save soft dollar costs, which will reduce the amount of employee time spent on repairs and maintenance, thus minimizing downtime.

The City of Lauderdale Lakes may choose to use Enterprise's website to disperse an email service reminder to assigned drivers or designated contacts within the department. Also, Enterprise provides a complete snapshot of the entire fleet of vehicles each month with corresponding information about their upcoming service dates.

*\*\*\*\* List of Active Maintenance Shops in Within City Limits\*\*\*\**

| Location                       | Street                     | City             |
|--------------------------------|----------------------------|------------------|
| TIRE KINGDOM #026              | 2601 N STATE RD 7          | LAUDERDALE LAKES |
| JIFFY LUBE #176                | 1950 N SR 7                | LAUDERDALE LAKES |
| NTW NATIONAL TIRE WHOLESALE    | 3400 N STATE RD 7          | LAUDERDALE LAKES |
| PAN AMERICAN TIRE & BRAKE      | 3330 N. State Rd. 7        | LAUDERDALE LAKES |
| REEF BUICK, INC.               | 2300 NORTH STATE ROAD #7   | LAUDERDALE LAKES |
| GARY'S AUTO DETAILING          | 3930 NW 31ST TERRACE APT 5 | LAUDERDALE LAKES |
| PHIL SMITH BUICK               | 2300 NORTH STATE ROAD 7    | LAUDERDALE LAKES |
| AUTO PAINTING USA              | 2784 NW 31ST AVE           | LAUDERDALE LAKES |
| 1-800-RADIATOR                 | 3523 NW 19TH ST            | LAUDERDALE LAKES |
| RAM'S CAR CARE CENTER          | 3330 N State Rd 7          | LAUDERDALE LAKES |
| *WRECKAMENDED Collision Center | 3685 W Oakland Park Blvd   | LAUDERDALE LAKES |



## **PHYSICAL DAMAGE PROGRAM**

Enterprise can provide Physical Damage Coverage for the leased vehicles. Physical Damage Rates are included in our proposal submission.

The Physical Damage Program is designed to minimize the City of Lauderdale Lakes' losses and facilitate the process of getting the fleet vehicles back on the road. With one phone call, the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

- **One-Call Service:** Eliminates the hassle of arranging towing, getting multiple repair estimates, pursuing the other insurance company, dealing with being pursued, and arranging for rental vehicles. In the event of an accident, the City of Lauderdale Lakes only makes one call to Enterprise. After taking a brief accident report, Enterprise will take over any and all details involved in handling the claim and get the vehicle repaired quickly! Enterprise will also handle and administer all under deductible claims, minimizing time spent by the City of Lauderdale Lakes' staff. In addition, Enterprise will report the liability claim, if applicable. The benefit to the City of Lauderdale Lakes is convenience—there is only one phone number for Maintenance and Insurance.
- **Discounted Parts and Labor Pricing:** Reduction of out-of-pocket expenses can save the City of Lauderdale Lakes money and lower its loss ratios. When the vehicle is repaired at an approved facility, physical damage claims are documented at our Enterprise reduced rates, which improves the City of Lauderdale Lakes' loss history. Our shops work to minimize downtime while vehicles are in repair.
- **Monthly Billing with No Interest Cost:** Reduces costs and increases cash flow. Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion.
- **Strong Commitment to Quality Repair:** Poor work can affect resale value. Our shops guarantee their work, and any problems are fixed free of charge.
- **Consolidated Billing:** No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.
- **Total Losses Handled:** No financial exposure to the book value exceeding the market value of the vehicle

## **MOBILE RESOURCE MANAGER**

- **Productivity**
  - ✓ Real-Time Vehicle Tracking
  - ✓ Trips and Activity Reporting
  - ✓ Congregation Reporting
  - ✓ Garmin PND Dispatching
  
- **Ease of Use**
  - ✓ Plug-and-Play Installation
  - ✓ Mobile Device Management
  - ✓ Instant Notifications
  - ✓ Customizable Dashboard Reports
  
- **Driver Safety**
  - ✓ Risk and Safety Scorecards
  - ✓ Performance Report Trending
  - ✓ In-Vehicle Driver Coaching
  - ✓ Ensure Seatbelt Utilization
  
- **Devices**
  - ✓ Garmin Navigation
  - ✓ Satellite Tracking
  - ✓ Hours of Service
  - ✓ Third Party Devices
  
- **Savings**
  - ✓ Reduce Fuel Costs
  - ✓ Track Fuel Consumption
  - ✓ Route Optimization
  - ✓ Detect Engine Issues
  - ✓ Real-Time Engine Diagnostics



**Vehicle Tracking Device**

Geotab's GPS fleet management device, the GO6, offers premium plug and play technology. The vehicle tracking solution requires no additional antennas and no splicing of wires, helping to reduce both GPS device installation time and fees.



**Fleet Management Software**

MyGeotab is a leading GPS fleet management software solution and is the premium choice for many businesses worldwide. Benefit from a diverse set of features that allow for scalability, mobile fleet management, and more!

| Pricing | One-Time | Monthly            |
|---------|----------|--------------------|
|         | \$99     | \$29 Pro-package   |
|         |          | \$26 Basic-package |



## **VEHICLE RESALE PROCESS/ABILITY TO SELL VEHICLES**

Enterprise maximizes the resale of our disposals through a nationwide network of more than 200 remarketing locations. Our 800 remarketing professionals consistently develop new outlets to successfully minimize the lifecycle cost of our customer's vehicles. Enterprise disposes of vehicle by:

- Utilizing a multi-channel approach to maximize our sales efforts
- Not relying on any one channel to dispose of our vehicles
- Constantly evaluating each channel to better understand the best place to sell our vehicles

Enterprise uses the following channels to sell our vehicles:

- Internal Sales through re-leasing to other Fleet Management customers and Referral Car Sales Department
- Direct Dealer Marketing by hand selling to Franchised Dealers and Independent Dealers
- Some Auctions—live sales and Internet only sales (nationwide)

Enterprise's value proposition on resale of vehicles sets us apart from our competitors

- Market Knowledge
- Over 200 Remarketing locations nationwide
- Nationwide network of 800+ Remarketers
- Annual vehicle sales of 800,000+
- Flexibility to choose our sales channel: (direct dealer marketing (hand selling) / On-line sales / auctions etc...)
- Local sales experts with 40+ years of experience
- Fast and efficient disposal process
- Consistently outperform market averages (BB, CVI and KBB.com)
- A company committed to the disposal process because we have to sell all of our vehicles as well.



## **IMPLEMENTATION**

City of Lauderdale Lakes will be assigned a "dedicated" local Account Team. This team will be led by the Business Development Manager and Account Fleet Coordinator. The team will also include the managers and staff members of our Remarketing Team, License and Renewal Team, Accounting Team, and Traffic Team. The goal of our local, dedicated Account Team is to be available to proactively manage every aspect of the City of Lauderdale Lakes' fleet needs—from making recommendations on the most cost effective vehicles, when the best time is to order or sell vehicles, monitoring the fleet to ensure efficiency...to helping with billing, accounting, and reporting needs.

### **IMPLEMENTATION & CONTRACT MANAGEMENT**

*Please note that this proposed Work Plan / Timeline based on previous experience with other municipalities. Our strategies are designed to evolve specifically to the needs of our customers.*

- 1. Post-Award**
  - Finalize contracts and paperwork
  - Determine appropriate services needed
  - Process and submit orders for vehicles and services
  - Negotiate phase-in plan
- 2. Implementation Meeting**
  - Introduction of Account Team
  - Define vehicle logistics (delivery, locations, registration requirements, etc.)
  - Discuss supporting documents needed for internal implementation
- 3. Provide Vehicle Order Status and Delivery Estimates**
- 4. Prior to Delivery of Vehicle:**
  - Coordinate registration of vehicle
  - Arrange for installation of additional equipment (as needed)
  - Coordinate delivery and/or pickup of vehicle(s)
- 5. Post Delivery Meeting(s)**
  - Delivery Feedback
  - Review billing & online resources
  - Driver / Contact training regarding products and services
- 6. Fleet Review Meeting**
  - Review Fleet Activity (vehicle disposals, acquisitions, etc...)
  - Evaluate vehicle: mileage patterns, application, and utilization
  - Discuss progress and use of fleet programs
  - Provide updated fleet review and order recommendations
  - Assist in disposal or logistics of current vehicle (additional cost) where appropriate



**FLEET PROFILE & REPLACEMENT SCHEDULE (SAMPLE)**

- Enterprise will work with the City of Lauderdale Lakes to ensure a seamless transition from their current plan. Enterprise will phase in fleet replacements capturing all vehicles, giving City of Lauderdale Lakes a multiyear fleet plan in addition to the one outlined in **Table 1 of the RFP**
- Vehicle replacements will be forecasted by using odometer readings, age for each existing vehicles, along with analyzing existing lease expiration dates of current fleet vehicles.
- Enterprise will work with the City continuously evaluating the best procurement methods (*cash, finance, lease*), based on the vehicle and the current market environment.

Fleet Profile

Fleet Replacement Schedule

| Vehicle Type            | # of Type | Average Age (years) | Average Annual Mileage |
|-------------------------|-----------|---------------------|------------------------|
| 1/2 Ton Pickup Reg 4x2  | 1         | 7.0                 | NA                     |
| Minivan-Passenger       | 30        | 6.6                 | NA                     |
| Minivan-Cargo           | 1         | 1.9                 | NA                     |
| Full-size Van-Passenger | 13        | 5.9                 | NA                     |
| Mid-size Sedan          | 2         | 4.0                 | NA                     |
| Full-size Sedan         | 4         | 7.3                 | NA                     |
| <b>Totals/Averages</b>  | <b>51</b> | <b>6.3</b>          | <b>0</b>               |

|                        | 2014     | 2015      | 2016      | 2017     | 2018      |
|------------------------|----------|-----------|-----------|----------|-----------|
|                        |          |           | 1         |          |           |
|                        | 5        | 10        | 4         |          | 11        |
|                        | 3        | 1         | 2         | 2        | 5         |
|                        | 1        |           | 3         | 2        |           |
| <b>Totals/Averages</b> | <b>9</b> | <b>11</b> | <b>10</b> | <b>4</b> | <b>17</b> |



## **ENTERPRISE LEASE AGREEMENTS**

### **PROPOSED CONTRACT(s) & LANGUAGE FOR CITY OF LAUDERDALE LAKES**

*It is Enterprise Fleet Management Inc.'s intention to work with City of Lauderdale Lakes to arrive at a mutually beneficial solution regarding contract negotiations of the City of Lauderdale Lakes RFP #15-1301-02R. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the Asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. All pricing is subject to successful contract negotiations of one or both of the lease agreements below.*



**MASTER WALKAWAY LEASE AGREEMENT**

This Master Walkaway Lease Agreement is entered into this twelfth day of December, 2014, by and between Enterprise FM Trust a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee")

**1. LEASE OF VEHICLES** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(e) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(f) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10 RISK OF LOSS** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability.

(i) Commercial Automobile Liability Insurance (including Uninsured-Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers)

| <u>State of Vehicle Registration</u>  | <u>Coverage</u>   |
|---|---|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | \$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible   |
| Florida   | \$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |
| All Other States  | \$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |

(ii) Physical Damage Insurance (Collision & Comprehensive) Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such



insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee. Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule, provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY.** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS.** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES.** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days, (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement, (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor), (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty, (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor, or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement, if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term). Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles, (b) Lessor may enforce performance by Lessee of its obligations under this Agreement, (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings, (d) upon written notice to Lessee, Lessor may terminate Lessee's rights



under this Agreement, (e) with respect to each Vehicle. Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on and all other amounts owed by Lessee with respect to such Vehicle as of the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**16. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Service, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Walkaway Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.



LESSEE City of Lauderdale Lakes

LESSOR Enterprise FM Trust  
By Enterprise Fleet Management, Inc. its attorney in fact

By Jonathan K. Allen  
Title City Manager

By Brett Frazee  
Title Vice President

Address 4300 NW 36th Street  
Lauderdale Lakes, FL 33319-5599

Address 5105 Johnson Road  
Coconut Creek, FL 33073

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_



SELF-INSURANCE ADDENDUM TO MASTER WALKAWAY LEASE AGREEMENT  
(Liability Only)

This Addendum is made to the Master Walkaway Lease Agreement dated the twelfth day of December, 2014, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee")

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the liability risks (but not the physical damage risks) set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any liability insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of liability insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement

Notwithstanding the foregoing, if (a) Lessor, at any time in its good faith judgment, is not satisfied with the financial condition of Lessee or (b) any "Event of Default" (as defined therein) occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement and Lessee shall furnish Lessor with satisfactory proof that the required insurance coverages are in effect

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: City of Lauderdale Lakes

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jonathan K. Allen  
Title: City Manager

By: Brett Frazee  
Title: Vice President

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

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



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this twelfth day of December, 2014, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee")

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.



**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability.

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below. (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers.)

| State of Vehicle Registration   | Coverage  |
|---|---|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | \$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible   |
| Florida   | \$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |
| All Other States  | \$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |

(ii) Physical Damage Insurance (Collision & Comprehensive) Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive.



If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement Lessee must obtain and maintain the highest insurance requirements Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear Further, each such insurance policy must provide the following (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act of default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessee as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested Lessor from time to time In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments Lessee fails to do so Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action

(b) Notwithstanding the provisions of Section 11(a) above (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule, provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice

**12. INDEMNITY** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle The provisions of this Section 12 shall survive any expiration or termination of this Agreement Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request

**14. DEFAULT; REMEDIES** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days, (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement, (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor), (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty, (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor, or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement, if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles (b) Lessor may enforce performance by Lessee of its obligations under this Agreement (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings (d) upon written notice to Lessee, Lessor may terminate Lessee's rights



under this Agreement, (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence) and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in any to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE City of Lauderdale Lakes

LESSOR Enterprise FM Trust  
By Enterprise Fleet Management, Inc. its attorney in fact

By Jonathan K. Allen  
Title City Manager  
Address 4300 NW 36th Street  
Lauderdale Lakes, FL 33319-5509

By Brett Frazee  
Title Vice President  
Address 5105 Johnson Road  
Coconut Creek, FL 33073

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_



SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT (Liability Only)

This Addendum is made to the Master Equity Lease Agreement dated the twelfth day of December, 2014, as amended (the "Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Commercial Automobile Liability insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Commercial Automobile Liability insurance policy of any kind with respect to any Vehicle, provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Commercial Automobile Liability insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Commercial Automobile Liability insurance in the form of a Commercial Automobile Liability insurance policy which complies in all respects, other than the amount of Commercial Automobile Liability insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE City of Lauderdale Lakes

LESSOR Enterprise FM Trust
By Enterprise Fleet Management Inc, its attorney in fact

By Jonathan K. Allen
Title City Manager

By Brett Frazee
Title Vice President

Date Signed

Date Signed



**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this twelfth day of December, 2014, by Enterprise Fleet Management, Inc. a Missouri corporation ("EFM"), and City of Lauderdale Lakes ("Lessee")

**WITNESSETH**

**1. LEASE.** Reference is hereby made to that certain Master Walkaway Lease Agreement dated as of the twelfth day of December, 2014, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease") All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)")

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below Each of EFM and Lessee shall have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles

**5. ENTERPRISE CARDS.** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement) EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT



8. LESSOR NOT A PARTY. Lessor is not a party to and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE City of Lauderdale Lakes

EFM Enterprise Fleet Management, Inc.

By Jonathan K. Allen  
Title City Manager

Address 4300 NW 36th Street  
Lauderdale Lakes, FL 33319-5569

Attention \_\_\_\_\_

Facsimile No. \_\_\_\_\_

Date Signed \_\_\_\_\_

By Brett Frazee  
Title Vice President

Address 5105 Johnson Road  
Coconut Creek, FL 33073

Attention \_\_\_\_\_

Facsimile No. \_\_\_\_\_

Date Signed \_\_\_\_\_

# City of Lauderdale Lakes

## Fleet Menu Pricing



Exhibit 1 (Close-end Lease)

| Chassis Specification | Class                 | Year | Make & Model         | Description  | 4 X 4 | Engine Size                          | Monthly Payment       |                  | Annual Payment(s) for requested quantity |                  | Projected Quantity |
|-----------------------|-----------------------|------|----------------------|--|-------|--------------------------------------|-----------------------|------------------|--|------------------|--------------------|
|                       |                       |      |                      |  |       |                                      | Monthly Lease Payment | Full Maintenance | Lease Payment Per Vehicle                | Full Maintenance |                    |
| 1.2                   | Compact Pick-up Truck | 2015 | Nissan Frontier      | 4x2 King Cab 6 ft. box S   |       | 4 Cyl                                | \$209.33              | \$26.80          | \$5,023.92                               | \$643.20         | 2                  |
| 1.3                   | 1/2 Ton Pick-up Truck | 2015 | Chevy Silverado 1500 | 4x2 Regular Cab 6 ft. box WT   |       | V8                                   | \$289.18              | \$27.79          | \$9,470.16                               | \$393.48         | 1                  |
| 1.4                   | 1/2 Ton Pick-up Truck | 2015 | GMC Sierra 1500      | 4x2 Regular Cab 6.6 ft. box Base                                     |       | V6                                   | \$240.41              | \$27.79          | \$2,884.92                               | \$333.48         | 1                  |
| 1.5                   | 1 Ton Pass Van        | 2015 | Ford Transit 350     | XL w/Sliding Pass-Side Cargo Door High Roof HD Extended-Length Wagon |       | *V6 (Available only in V6 or Diesel) | \$468.00              | \$30.83          | \$5,628.00                               | \$371.16         | 1                  |
| 1.6                   | 3/4 Ton Cargo Van     | 2015 | Ford Transit 250     | Base Low Roof Cargo Van  |       | *V6 (Available only in V6 or Diesel) | \$283.00              | \$29.83          | \$3,515.00                               | \$357.96         | 1                  |

All Lease payments are based on 60-months with 50,000 miles at term  
 Pricing based on vehicles projected for finance acquisition in the 1st year Per Table 1  
 License fees will be billed per occurrence and are not included in monthly rate  
 All Pricing is subject to successful negotiation of Enterprise Walkaway Lease Agreement

# City of Lauderdale Lakes

## Fleet Menu Pricing

### Enterprise Recommended Lease Structure

#### Exhibit 2 (Open-end Lease)

| Chassis Specification | Class                 | Year | Make & Model         | Description   | 4 X 4 | Engine Size                          | Lease Payment | Effective Payment | Projected Quantity |
|-----------------------|-----------------------|------|----------------------|---|-------|--------------------------------------|---------------|-------------------|--------------------|
| 1.1                   | 1 1/2 Ton Pick-up     | 2015 | Dodge Ram 4500       | Tradesman 4x4 Regular Cab DRW with 10' Dump Bed                     | X     | Diesel                               | \$898         | \$830.10          | 1                  |
| 1.2                   | Compact Pick-up Truck | 2015 | Nissan Frontier      | 4x2 King Cab 6 ft. box S  |       | 4 Cyl                                | \$294         | \$187             | 2                  |
| 1.3                   | 1/2 Ton Pick-up Truck | 2015 | Chevy Silverado 1500 | 4x2 Regular Cab 8 ft. box WT  |       | V8                                   | \$374         | \$274             | 1                  |
| 1.4                   | 1/2 Ton Pick-up Truck | 2015 | GMC Sierra 1500      | 4x2 Regular Cab 8.6 ft. box Base                                    |       | V6                                   | \$301         | \$220             | 1                  |
| 1.5                   | 1 Ton Pass Van        | 2015 | Ford Transit 350     | XL w/Siding Pass-Side Cargo Door High Roof HD Extended-Length Wagon |       | *V6 (Available only in V6 or Diesel) | \$381         | \$486             | 1                  |
| 1.6                   | 3/4 Ton Cargo Van     | 2015 | Ford Transit 250     | Base Low Roof Cargo Van   |       | *V6 (Available only in V6 or Diesel) | \$398         | \$289             | 1                  |
| 1.7                   | 3/4 Ton Pick-up Truck | 2015 | Ford F-250           | 4x4 SD Regular Cab 8 ft. box XL                                     | X     | V8                                   | \$468         | \$343             | 2                  |
| 1.8                   | Electric Compact      | 2015 | Ford Focus           | Base 4dr Hatchback  |       | Electric                             | \$458         | \$397             | 2                  |

All Equity Lease payments are based on 1.25% monthly depreciation. This leaves a 25% book value at 60-months, vehicles will be fully depreciated at 80-months.

Pricing based on all vehicles projected for acquisition in the 1st year (cash and finance)

Fixed Maintenance rates include ALL Vehicle Maintenance. Including (1) sets of brakes per 26,000 miles and (D) tires, these are the only quantified

Fuel - Maintenance fields that have \*\*\* will be vehicles that maintenance is billed back to the City as it occurs

License fees will be billed per occurrence and are not included in monthly rate

Effective payment column based on the following formula: Market value - Book value @ term, divided by 60, subtracted from monthly lease payment.

All Pricing is subject to successful negotiation of Enterprise Master Equity Agreement

\*\*\*\*See Benefits of Equity Lease in RFP Submission\*\*\*

\*\*\*\*See Extended Equity Cost Sheet in Back of RFP Submission\*\*\*

# City of Lauderdale Lakes

## Fleet Menu Pricing

Exhibit 3 (Cash Purchases)

| Chassis Specification | Class                 | Year | Make & Model       | Description                                     | 4 X 4 | Engine Size | Cash Payment | Quantity |
|-----------------------|-----------------------|------|--------------------|---|-------|-------------|--------------|----------|
| 1.1                   | 1 1/2 Ton Pick-up     | 2015 | Dodge Ram 6500     | Tradesman 4x4 Regular Cab DRW with 10' Dump Bed | X     | Diesel      | \$62,401.11  | 1        |
| 1.7                   | 3/4 Ton Pick-up Truck | 2015 | Ford F-250         | XL 4x4 SD Regular Cab 8 ft. Box                 | X     | V8          | \$38,004.00  | 2        |
| 1.8                   | Electric Compact      | 2015 | Ford Focus         | Base 4dr Hatchback                              |       | Electric    | \$29,788.95  | 2        |
| 2.3 D                 | Medium Duty           | 2015 | International 4300 | Flat Bed Dump                                   |       | Diesel      | \$70,841.87  | 1        |
| 2.3 E                 | Medium Duty           | 2015 | International 4300 | Forestry Bucket Truck                           |       | Diesel      | \$151,033.00 | 1        |

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**City of Lauderdale Lakes**  
Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement:

**Title**

A RESOLUTION APPROVING THE RANKING OF PROPOSALS FOR RFP# 15-1301-02R - PURCHASE/LEASE/FINANCE MUNICIPAL UTILITY VEHICLES AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE HIGHEST RANKED FIRM, ENTERPRISE FLEET MANAGEMENT.

**Summary**

This resolution provides authorization to the City Manager to negotiate a purchase/ lease/ finance agreement with Enterprise Fleet Management to replace approximately one-half of the City Fleet over a three year period. Once the exact scope, terms and conditions are negotiated, the contract will be brought back to the City Commission for approval.

**Staff Recommendation**

Staff recommends approval of this resolution

**Background:**

On December 18, 2014, the City received proposals in response to RFP# 15-1301-02R for the Purchase/Lease/Finance of Municipal Vehicles. Three companies provided responses to the RFP: Acme Auto Leasing, Altec Industries and Enterprise Fleet Management. The City convened a selection committee comprised of four members appointed by the City Manager. The committee reviewed the responses and ranked the proposals. The result of the ranking is as follows:

1. Enterprise Fleet Management
2. Acme Auto Leasing
3. Altec Industries

**Funding Source:**

A combination of funding sources will be used for this contract, depending on the ultimate user of the proposed vehicle. Further information and authorization of funding is provided in the 2015-2019 Capital Improvements Program.

**Appearance**

**Sponsor name/ Department:** Manny Diez, Public Works

**Meeting Date:** March 24, 2015

**City of Lauderdale Lakes**  
Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement:

**Title**

A RESOLUTION APPROVING THE RANKING OF PROPOSALS FOR RFP# 15-1301-02R - PURCHASE/LEASE/FINANCE MUNICIPAL UTILITY VEHICLES AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE HIGHEST RANKED FIRM, ENTERPRISE FLEET MANAGEMENT.

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3. Altec Industries

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**Appearance**

**Sponsor name/ Department:** Manny Diez, Public Works

**Meeting Date:** March 24, 2015

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

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, SUPPORTING SENATE BILL 378 (2015) TO EXPAND LAW ENFORCEMENT OFFICERS' ABILITY TO GIVE A WARNING, INFORM THE PARENTS/GUARDIAN OR ISSUE CIVIL CITATIONS FOR A DIVERSION PROGRAM TO JUVENILES IN LIEU OF ARREST; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS AND VICE MAYOR JORGE GONZALEZ)**

**WHEREAS**, Florida Statute 985.12 originally authorized issuance of civil citation in lieu of arrest, but only for the first-time juvenile offenders; and

**WHEREAS**, Senate Bill 378 has been proposed in an effort to expand law enforcement officers' authority to issue warnings, notices to parents/guardians, participation in diversion programs, or prescribing community service, in lieu of arrests to juveniles beyond first-time offenders of minor crimes; and

**WHEREAS**, Senate Bill 378 will give young offenders more opportunities to become productive members of society by including juveniles who have committed minor crimes more than one time and who would otherwise have been arrested.

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

**Section 1.** The Commission of North Bay Village, Florida, hereby support Senate Bill 378 (2015) to expand the Florida Statute, Section 985.12 titled Civil Citation to issue warnings, notices to parents/guardians, participation in diversion programs, or prescribing community service.

**Section 2.** The Village Clerk is hereby directed to send a copy of this Resolution to the Mayor and County Commissioners of Miami-Dade County, Florida, all elected municipal officials in Miami-Dade County, all south Florida municipalities, every County Clerk in the State of Florida, every state senator and representative, and the Florida League of Cities, Inc.

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

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

**FINAL VOTE AT ADOPTION:**

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

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

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

**ATTEST:**

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

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

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



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** May 4, 2015

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

**FROM:** Connie Leon-Kreps, Mayor 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, SUPPORTING SENATE BILL 378 (2015) TO EXPAND LAW ENFORCEMENT OFFICERS' ABILITY TO GIVE A WARNING, INFORM THE PARENTS/GUARDIAN OR ISSUE CIVIL CITATIONS FOR A DIVERSION PROGRAM TO JUVENILES IN LIEU OF ARREST; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices

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

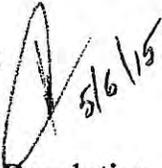
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### **MEMORANDUM**

#### **North Bay Village**

**DATE:** May 4, 2015

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

**FROM:** Jorge Gonzalez  
Vice Mayor  5/6/15

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, SUPPORTING SENATE BILL 378 (2015) TO EXPAND LAW ENFORCEMENT OFFICERS' ABILITY TO GIVE A WARNING, INFORM THE PARENTS/GUARDIAN OR ISSUE CIVIL CITATIONS FOR A DIVERSION PROGRAM TO JUVENILES IN LIEU OF ARREST; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ENCOURAGING THE FLORIDA LEGISLATURE TO REMOVE BARRIERS TO CUSTOMER-SITED SOLAR POWER AND EXPRESSING SUPPORT FOR THE FLORIDIANS FOR SOLAR CHOICE BALLOT PETITION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, solar power generates electricity with zero air emissions and no water use, thereby moving the county, state, and country to a cleaner and more sustainable energy future; and

**WHEREAS**, Florida has the greatest potential for rooftop solar power of any state in the eastern United States but lags in realizing that potential. With 9 million electric utility customer accounts, Florida has only 6,000 customer-sited solar systems. Less sunny states like New Jersey have over 30,000 customer-sited solar systems, but only half the population of Florida; and

**WHEREAS**, Florida is one of only five states in the United States that by law expressly denies citizens and businesses the freedom to buy solar power electricity directly from someone other than a power company<sup>ii</sup>; and

**WHEREAS**, allowing non-utility solar providers to provide solar generated electricity, through a Power Purchase Agreement (PPA), directly to customers can remove the upfront cost for solar power systems to homeowners and expand solar power options to residential and commercial tenants - thereby expanding the choice for solar power to all Floridians; and

**WHEREAS**, in states, such as New York or New Jersey, where non-utilities can provide solar generated power directly to customers, there has been significant solar development in the residential sector. Such arrangements have driven anywhere from 67% (New York) to 92% (New Jersey) of residential installations in those states;<sup>iii</sup> and

**WHEREAS**, Florida spends about \$58 billion each year buying carbon-based fuels from other states and countries to power our homes, businesses and cars, while solar power will keep energy dollars here at home and create good paying local jobs; and

**WHEREAS**, in a recent poll, 74% of Florida voters said they support a proposal to change the state's current law and allow Floridians to contract directly with solar power providers for their electricity. Removing barriers to solar choice will allow more Floridians to take advantage of the power of the sun;<sup>iv</sup>

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

**Section 1.** That the Village Commission hereby urges the Florida Legislature to remove barriers that limits the sale of solar-generated electricity directly to a customer by anyone other than a power company and supporting the *Floridians for Solar Choice* ballot petition to amend the Florida Constitution to remove the barrier to customer-sited solar power.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 12<sup>th</sup> day of May 2015.

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

Attest:

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
; Florida Public Service Commission, *Reporting Requirements for Interconnection and Net Metering Customer-owned Renewable Generation*, at:  
<http://www.psc.state.fl.us/utilities/electricgas/customerrenewable/2013/2013%20Net%20Metering%20Summary%20Spreadsheet/2013%20Net%20Metering%20Chart.pdf>  
" Department of Energy, et. al, *Database of State Incentives for Renewables and Efficiency*, at  
[http://www.dsireusa.org/documents/summarymaps/3rd\\_Party\\_PPA\\_Map.pdf](http://www.dsireusa.org/documents/summarymaps/3rd_Party_PPA_Map.pdf)  
;; SEIA-GTM *U.S. Solar Market Insight Report: Q1 2014*.  
; Northstar Opinion Research, Survey of Florida Registered Voters, October 2014, at: [http://www.cleanenergy.org/wp-content/uploads/FL\\_Energy\\_Presentation\\_far\\_Rel ease.pdf](http://www.cleanenergy.org/wp-content/uploads/FL_Energy_Presentation_far_Rel ease.pdf)



## North Bay Village

Administrative Offices

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

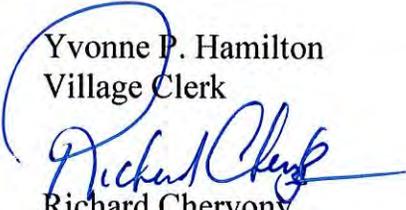
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** May 4, 2015

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

**FROM:**   
Richard Chervony  
Commissioner

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ENCOURAGING THE FLORIDA LEGISLATURE TO REMOVE BARRIERS TO CUSTOMER-SITE SOLAR POWER AND EXPRESSING SUPPORT FOR THE FLORIDIANS FOR SOLAR CHOICE BALLOT PETITION; PROVIDING FOR AN EFFECTIVE DATE.**

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

RC:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

**RESOLUTION NO. 2015-18**

**A RESOLUTION OF THE VILLAGE OF PINECREST,  
FLORIDA, ENCOURAGING THE FLORIDA  
LEGISLATURE TO REMOVE BARRIERS TO  
CUSTOMER-SITED SOLAR POWER AND  
EXPRESSING SUPPORT FOR THE FLORIDIANS  
FOR SOLAR CHOICE BALLOT PETITION;  
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, solar power generates electricity with zero air emissions and no water use, thereby moving the county, state, and country to a cleaner and more sustainable energy future; and

WHEREAS, Florida has the greatest potential for rooftop solar power of any state in the eastern United States but lags in realizing that potential; with 9 million electric utility customer accounts, Florida has only 6,000 customer-sited solar systems.<sup>i</sup> Less sunny states like New Jersey have over 30,000 customer-sited solar systems but only half the population of Florida; and

WHEREAS, Florida is one of only five states in the United States that by law expressly denies citizens and businesses the freedom to buy solar power electricity directly from someone other than a power company<sup>ii</sup>; and

WHEREAS, allowing non-utility solar providers to provide solar generated electricity, through a Power Purchase Agreement (PPA), directly to customers can remove the upfront cost for solar power systems to homeowners and expand solar power options to residential and commercial tenants – thereby expanding the choice for solar power to all Floridians; and

WHEREAS, in states, such as New York or New Jersey, where non-utilities can provide solar generated power directly to customers, there has been significant solar development in the residential sector. Such arrangements have driven anywhere from 67% (New York) to 92% (New Jersey) of residential installations in those states;<sup>iii</sup> and

WHEREAS, Florida spends about \$58 billion each year buying carbon-based fuels from other states and countries to power our homes, businesses and cars, while solar power will keep energy dollars here at home and create good paying local jobs; and

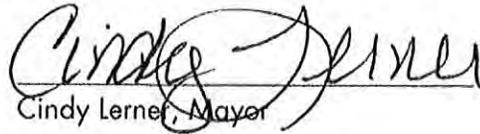
WHEREAS, in a recent poll, 74% of Florida voters said they support a proposal to change the state's current law and allow Floridians to contract directly with solar power providers for their electricity. Removing barriers to solar choice will allow more Floridians to take advantage of the power of the sun;<sup>iv</sup>

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby urges the Florida Legislature to remove barriers that limits the sale of solar-generated electricity directly to a customer by anyone other than a power company and supporting the *Floridians for Solar Choice* ballot petition to amend the Florida Constitution to remove the barrier to customer-sited solar power.

Section 2. This resolution shall become effective upon adoption.

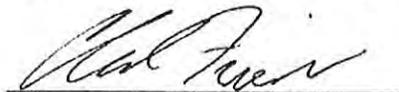
PASSED AND ADOPTED this 17th day of March, 2015.

  
Cindy Lerner, Mayor

Attest:

  
Guido H. Inguanzo, Jr., CMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

  
Mitchell Bierman  
Village Attorney



Motion by: Councilmember McDonald  
Second by: Vice Mayor Ross

Vote: Councilmembers Ball, Kraft, McDonald, Vice Mayor Ross, and Mayor Lerner voting Yes

<sup>i</sup> Florida Public Service Commission, *Reporting Requirements for Interconnection and Net Metering Customer-owned Renewable Generation*, at: <http://www.psc.state.fl.us/utilities/electricgas/customerrenewable/2013/2013%20Net%20Metering%20Summary%20Spreadsheet/2013%20Net%20Metering%20Chart.pdf>  
<sup>ii</sup> Department of Energy, et. al, *Database of State Incentives for Renewables and Efficiency*, at [http://www.dsireusa.org/documents/summarymaps/3rd\\_Party\\_PPA\\_Map.pdf](http://www.dsireusa.org/documents/summarymaps/3rd_Party_PPA_Map.pdf)  
<sup>iii</sup> SEIA-GTM *U.S. Solar Market Insight Report. Q3 2014.*  
<sup>iv</sup> Northstar Opinion Research, *Survey of Florida Registered Voters, October 2014*, at: [http://www.cleanenergy.org/wp-content/uploads/FL\\_Energy\\_Presentation\\_for\\_Release.pdf](http://www.cleanenergy.org/wp-content/uploads/FL_Energy_Presentation_for_Release.pdf)



## **Staff Report Public Art Request**

*Prepared for:* North Bay Village,  
Planning & Zoning Board

*Applicant:* Steven Wernick

*Site Address:* 8000 West Drive

*Request:* Art in Public Right-of-Way



Serving Florida Local Governments Since 1988

### General Information

|                       |  |
|-----------------------|--|
| Applicant:            | Steven Wernick   |
| Applicant Address:    | 1 SE 3 <sup>rd</sup> Ave, 25 <sup>th</sup> Floor, Miami, Fl. 33131 |
| Site Address:         | ROW in front of 8000 West Drive                                    |
| Contact Person:       | Steven Wernick   |
| Contact Phone Number: | 305-982-5579   |
| E-mail Address        | steven.wernick@akerman.com   |

|                 |                                       |
|-----------------|---------------------------------------|
| Future Land Use | High Density Multi-family Residential |
| Zoning District | RM-70                                 |
| Use of Property | Public ROW                            |
| Acreage         | N/A                                   |

### Request

The applicant is requesting approval to place a 16 foot tall sculpture in the roundabout in front of the property at 8000 West Drive. The proposed location is in the public right-of-way.

### Consistency with Comprehensive Plan

The North Bay Village Comprehensive Plan Future Land Use Objective 2.2 states:

*Develop a program and policies to promote the City's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.*

Allowing this sculpture to be installed furthers the above Objective by adding to the desired character and aesthetics of Harbor Island and North Bay Village.



## General Discussion

The applicant for this request is a representative of the Moda project, which is nearing completion at 8000 West Drive on Harbor Island. As part of the approval process of the Moda project, the Florida Department of Transportation has required a roundabout to be installed at the end of West Drive. This roundabout is partially on the Moda property and partially in the public right-of-way. The applicant is requesting permission to place a sculpture in the middle of that roundabout in the median area. The proposed location of the sculpture is in the public right-of-way, though very close to the Moda property line. Dimensional and locational plans for the sculpture can be seen below. The applicant has prepared and submitted a hold-harmless agreement that places liability and maintenance responsibilities of the sculpture on CLPF-NBV, L.P., which is the owner of the Moda property at 8000 West Drive.

The North Bay Village Land Development Code does not provide any guidance or standards for the proposed situation. However, it may be helpful to note that Section 152.029(C)(8)D, which is a provision for payment of bonus height fees, mandates that funds collected from payment of that bonus height fee, must be utilized for the 'Art in Public Places Fund:

*Ten-foot height bonus. A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for providing art in public places. This bonus is applicable only in conjunction with one of the above three-mentioned bonuses. {This fee shall be set towards an Art in Public Places Fund}*

This provision demonstrates Village's desire to promote art in public places and create a vehicle for funding public art endeavors. However, instead of drawing from this fund, the applicant is proposing to erect this sculpture at no charge to the Village.



## Recommendations

Staff finds that the proposed sculpture provides beautification of West Drive and that the applicant has agreed to protect the Village from any cost that might occur from this installation. Staff recommends **approval** of this request to place art in the public right-of-way based on the following conditions:

- 1) Execution of the hold-harmless agreement as submitted by the applicant, including any revisions which may be requested by the Village Attorney, Village Commission, and/or Village Manager.
- 2) 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.
- 3) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 4) 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.
- 5) All applicable state and federal permits must be obtained before commencement of construction.

*Submitted by:*

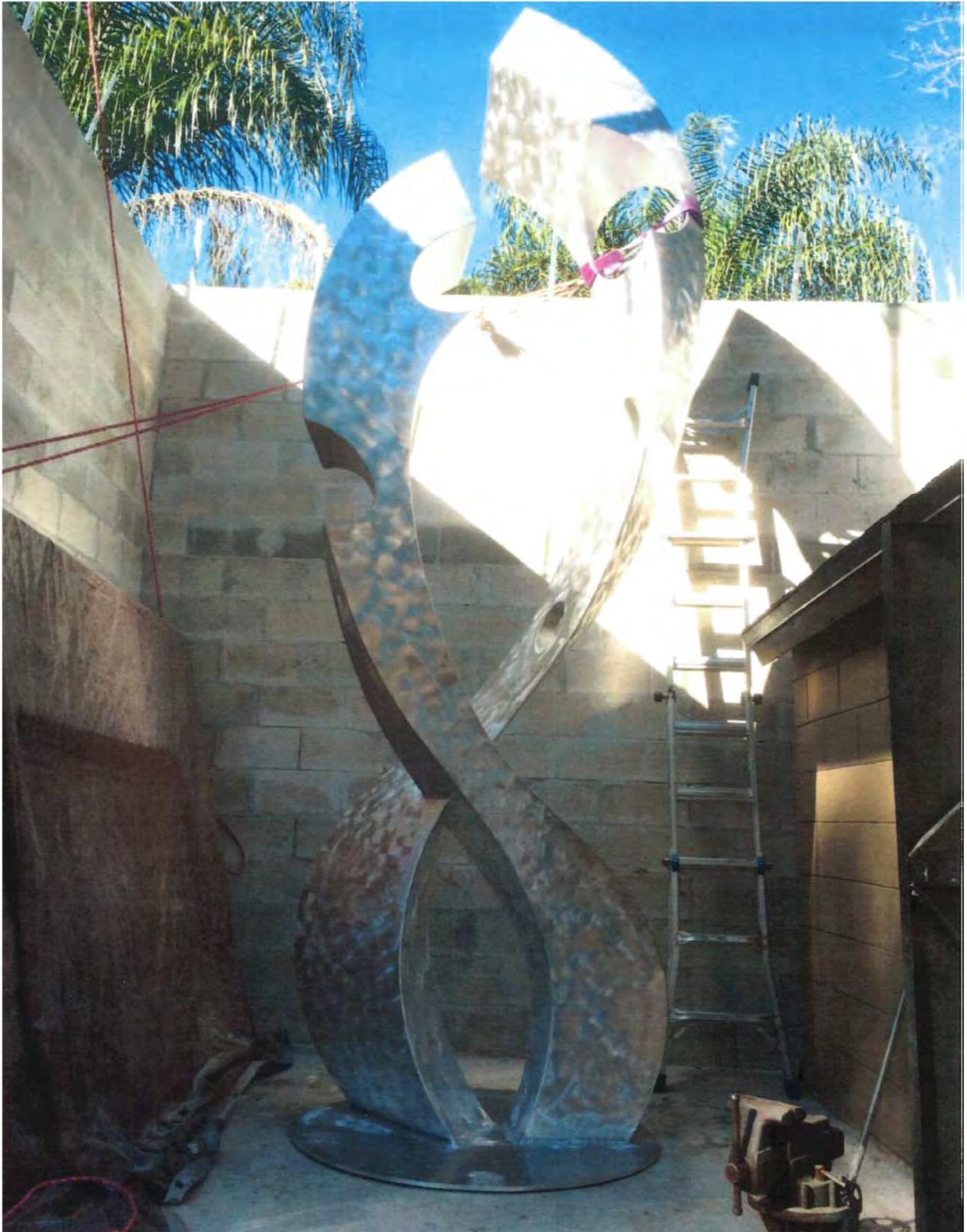
*James G. LaRue*  
James G. LaRue, AICP  
Village Planner

April 24, 2015

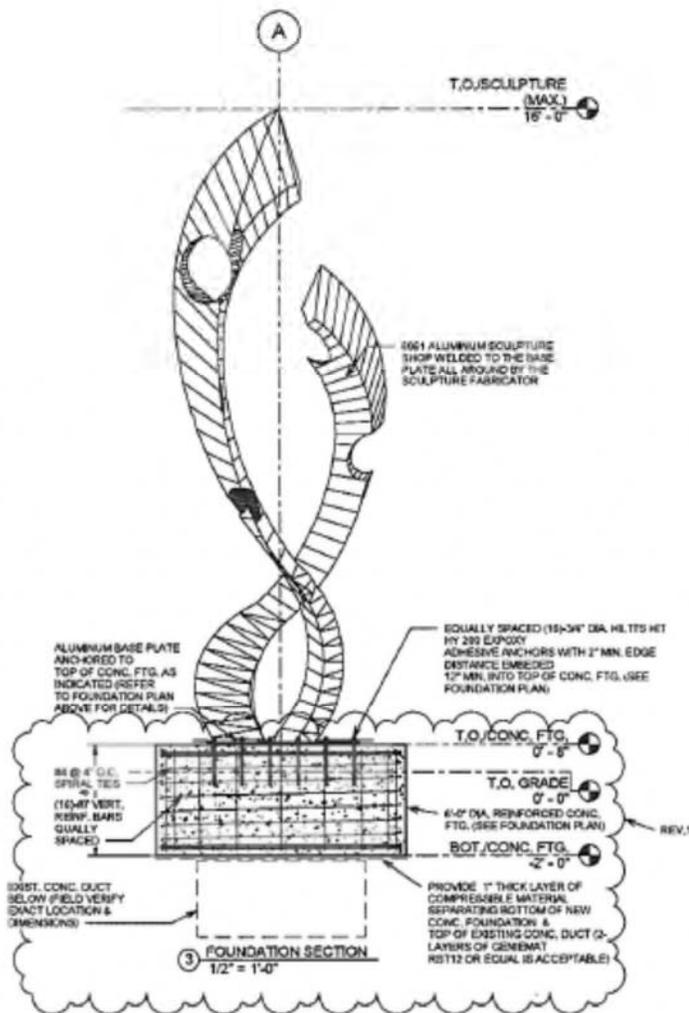
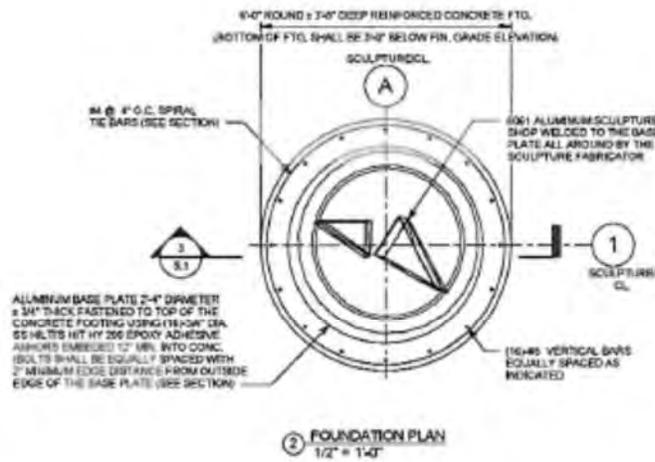
Hearing: North Bay Village Commission, May 12, 2015

Attachments: Plans  
Hold Harmless Agreement









THIS INSTRUMENT PREPARED BY AND  
UPON RECORDING, PLEASE RETURN TO:

Steven J. Wernick, Esquire  
Akerman LLP  
1 SE 3<sup>rd</sup> Avenue  
25<sup>th</sup> Floor  
Miami, Florida 33131

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**COVENANT OF CONSTRUCTION WITHIN RIGHT OF WAY**

WHEREAS, **CLPF-NBV, L.P.**

hereinafter referred to as the OWNER(S) of the following described property:

Tract "C", According to the Plat of HARBOR ISLAND, as recorded in Plat Book 44, Page 72 of the Public Records of Miami-Dade County, Florida and further identified as Folio No. 23-3209-001-0040

requests permission from the City of North Bay Village ("Village") to install a certain sculpture of approximately 16' in height and 6' in width, as more particularly identified in Exhibit "A" (the "Structure")

within the public right of way of West Drive, as specified in the plans attached as Exhibit "B"

IN CONSIDERATION of the approval of this permit by the Village Manager, or designee, the Owner agrees as follows:

1. To maintain and repair, when necessary, the above mentioned Structure installed within the dedicated right-of-way. If it becomes necessary for the Village to make repairs to or maintain said Structure within the public right-of-way, including restoration of street by reason of the Owner's failure to do so, such expense shall be paid by the Owner or shall constitute a lien against the above described property until paid.
2. The Owner does hereby agree to indemnify and hold the Village harmless from any and all liability which may arise by virtue of the Village permitting the installation of these item(s) within the public right-of-way, and any and all liability which may arise in connection with the Structure during the time it is installed in the public right of way (which includes but is not necessarily limited to that liability which may arise by virtue of the Village permitting the installation of the item in the public right of way).



3. The Owner does hereby agree to remove or relocate the Structure at its own expense, within 60 days' written notice by the Village Manager, upon a determination by the Village Manager that the Structure presents a public safety hazard or that the Village has alternate plans for the public right-of-way that necessitate the removal or relocation of the Structure. Failure to comply with this notice will result in the Village causing the Structure to be removed and a lien being placed on the property and/or assessed against the Owner for all costs incurred in the removal and disposal of the Structure.
4. The undersigned further agrees that these conditions shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, their heirs and assigns, until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Village Manager (or his fully authorized representative).

Signed, sealed, executed and acknowledged on \_\_ day of \_\_\_\_\_, 2015.

In the presence of:

|                   |  |
|-------------------|--|
| _____             | <b>CLPF-NBV, L.P.</b> , a Delaware limited partnership |
| Print Name: _____ |  |
| _____             | By: _____  |
| Print Name: _____ | Print Name: _____                                      |

(ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ }  
 \_\_\_\_\_ } SS.  
 \_\_\_\_\_ COUNTY }

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of CLPF-NBV, L.P., a Delaware limited partnership, who is [ ] personally known to me or [ ] has produced a valid driver's license as identification, and who has acknowledged before me that he/she has signed the above instrument with full authority to bind the Owner, CLPF-NBV, L.P.

WITNESS my hand and official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





**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

APR 22 3:13 PM

**APPLICATION FOR PUBLIC HEARING**

Page 1 of 3

Site Address Terminus of West Drive

Owner Name CLPF-NBV, LP Owner Phone # 305-982-5579

Owner Mailing Address c/o Akerman, LLP- 1 SE 3rd AVE, 25th Floor, Miami, FL 33131

Applicant Name Steven Wernick Applicant Phone # 305-982-5579

Applicant Mailing Address c/o Akerman, LLP- 1 SE 3rd AVE, 25th Floor, Miami, FL 33131

Contact Person Steven Wernick Contact Phone # 305-982-5579

Contact Email Address steven.wernick@akerman.com

Legal Description of Property N/A

Existing Zoning N/A Lot Size N/A Folio Number N/A

Legal Description N/A

Action Requested from the Commission Approval of sculpture installation

Reason for the Request NBV Manager's Item

Submittals See attached dated March 25, 2015

- |   |  |
|---|--|
| <input type="checkbox"/> Site plans which depict: | <input type="checkbox"/> Property survey       |
| North point                                       | <input type="checkbox"/> Elevations            |
| Scale at 1/16 inch to the foot, or larger         | <input type="checkbox"/> Application fees      |
| Date of preparation                               | <input type="checkbox"/> Cost recovery deposit |
| Existing and proposed easements                   |  |
| Existing and proposed utilities                   |  |
| Property lines                                    |  |
| Location of streets, alleys and ROW               |  |
| Structures  |  |
| Mechanical equipment                              |  |
| Parking and loading spaces                        |  |
| Fences  |  |
| Signs   |  |
| Exterior Lighting                                 |  |
| Any other physical features                       |  |

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Dr. Richard Chervony**

Commissioner  
**Wendy Duvall**

Commissioner  
**Jorge Gonzalez**

APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

Public Hearings are conducted by the North Bay Village Commission. Notice of Hearing 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. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting approval from 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 a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

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 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 has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and 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 Village Commission revoked.

Authorized Signature [Handwritten Signature]

Print Name Steven Wernick

(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

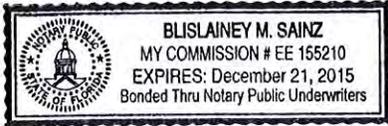
Sworn to and subscribed to before me this 22nd day of APRIL, 2015,

by Steven Wernick.

who is personally known to me or who has produced as identification.

Notary Public Signature [Handwritten Signature]

Commission Number/Expiration #EE155210 / 12-21-15.



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





Steven J. Wernick

Akerman LLP  
One Southeast Third Avenue  
Suite 2500  
Miami, FL 33131-1714  
Tel: 305.374.5600  
Fax: 305.374.5095

Dir: 305.982.5579  
Dir Fax: 305.349.4803  
[steven.wernick@akerman.com](mailto:steven.wernick@akerman.com)

March 25, 2015

Via Overnight Mail and Electronic Mail

Frank Rollason, Village Manager  
City of North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

Re: Dedication of Public Art for the Terminus of West Drive

Dear Mr. Rollason,

Akerman LLP (the "Firm") represents CLPF-NBV, L.P. ("Owner"), owner and developer of the property located at 8000 West Drive, North Bay Village (the "Property"). As you are aware, the Village Commission in 2012 approved a site plan and variances in connection with the development of the Property as a 285-unit apartment building (the "Project"). The Project is currently under construction and is expected to be complete and occupied in May 2015.

Proposed Dedication of Public Art

In furtherance of the Project and in an effort to enhance the public realm within West Drive, Owner submits this proposal for the dedication and installation of a sculpture in the island within the cul-de-sac at the terminus of West Drive.

The sculpture was designed and fabricated by Marcos Cruz. It is intended to evoke a nautical theme, like coral or seaweed in the currents, while also symmetrical and romantic. It harkens back to the deco era of Miami architecture, playing off of the curves and circles of the architecture of the Project behind it. As such, we feel it's a good compliment to the terminus of West Drive and hopefully will be welcomed as a valuable dedication to the Village's public realm.

The sculpture is approximately 16' tall and 6' wide. Based on the dimensions and the transparency of the sculpture, and the width of the cul-de-sac, the sculpture should have no impact on site visibility for vehicles in West Drive and provides more than sufficient distance separation from the curb of the road.

[akerman.com](http://akerman.com)

### Compliance with Chapter 155, Village Code

The proposed dedication and location of the sculpture is consistent with Chapter 155 of the Village Code, which encourages streetscape amenities, including public art, as part of a vibrant streetscape environment. Section 155.21 of the Village Code provides that streetscape furniture, which may include benches, trash receptacles, water fountains, potted plants, and art, may be located both on private property or within the right of way. Furthermore, Section 155.24 provides for off-site improvements associated with new development so long as such improvements are generally consistent with the Village's specifications and such improvements do not create adverse impacts on access and utilities in the right of way.

Here, the sculpture being proposed is consistent and in furtherance of the intent of Chapter 155 of the Village Code and will be a valuable contribution to the greater community, and we therefore submit this letter of intent and supporting materials for your consideration.

### Conclusion

Enclosed herein are the following:

- Covenant for Construction in Right-of-Way
- Photograph of the Sculpture [*to be Exhibit "A" to the Covenant*]
- Plans and Specifications [*to be Exhibit "B" to the Covenant*]

Thank you for your attention to this matter. The Owner looks forward to working cooperatively with the Village to enhance the Village's streetscape with this sculpture at the terminus of West Drive and respectfully requests the approval of the Village Manager to move forward with permitting the sculpture for installation.

Sincerely,



Steven J. Wernick

Enclosures

cc: Jim LaRue, AICP, Village Planner  
Robert Switkes, Esq., Village Attorney  
Yvonne McKinley, Village Clerk

THIS INSTRUMENT PREPARED BY AND  
UPON RECORDING, PLEASE RETURN TO:

Steven J. Wernick, Esquire  
Akerman LLP  
1 SE 3<sup>rd</sup> Avenue  
25<sup>th</sup> Floor  
Miami, Florida 33131

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**COVENANT OF CONSTRUCTION WITHIN RIGHT OF WAY**

WHEREAS, **CLPF-NBV, L.P.**

---

hereinafter referred to as the OWNER(S) of the following described property:

Tract "C", According to the Plat of HARBOR ISLAND, as recorded in Plat Book 44, Page 72 of the Public Records of Miami-Dade County, Florida and further identified as Folio No. 23-3209-001-0040

requests permission from the City of North Bay Village ("Village") to install a certain sculpture of approximately 16' in height and 6' in width, as more particularly identified in Exhibit "A" (the "Structure")

within the public right of way of West Drive, as specified in the plans attached as Exhibit "B"

IN CONSIDERATION of the approval of this permit by the Village Manager, or designee, the Owner agrees as follows:

1. To maintain and repair, when necessary, the above mentioned Structure installed within the dedicated right-of-way. If it becomes necessary for the Village to make repairs to or maintain said Structure within the public right-of-way, including restoration of street by reason of the Owner's failure to do so, such expense shall be paid by the Owner or shall constitute a lien against the above described property until paid.
2. The Owner does hereby agree to indemnify and hold the Village harmless from any and all liability which may arise by virtue of the Village permitting the installation of these item(s) within the public right-of-way, and any and all liability which may arise in connection with the Structure during the time it is installed in the public right of way (which includes but is not necessarily limited to that liability which may arise by virtue of the Village permitting the installation of the item in the public right of way).

3. The Owner does hereby agree to remove or relocate the Structure at its own expense, within 60 days' written notice by the Village Manager, upon a determination by the Village Manager that the Structure presents a public safety hazard or that the Village has alternate plans for the public right-of-way that necessitate the removal or relocation of the Structure. Failure to comply with this notice will result in the Village causing the Structure to be removed and a lien being placed on the property and/or assessed against the Owner for all costs incurred in the removal and disposal of the Structure.
  
4. The undersigned further agrees that these conditions shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, their heirs and assigns, until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Village Manager (or his fully authorized representative).

Signed, sealed, executed and acknowledged on \_\_ day of \_\_\_\_\_, 2015.

In the presence of:

|                            |  |
|----------------------------|--|
| _____<br>Print Name: _____ | <b>CLPF-NBV, L.P.</b> , a Delaware limited partnership |
| _____<br>Print Name: _____ | By: _____<br>Print Name: _____                         |

(ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ }  
 \_\_\_\_\_ } SS.  
 \_\_\_\_\_ COUNTY }

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of CLPF-NBV, L.P., a Delaware limited partnership, who is  personally known to me or  has produced a valid driver's license as identification, and who has acknowledged before me that he/she has signed the above instrument with full authority to bind the Owner, CLPF-NBV, L.P.

WITNESS my hand and official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY CLPF-NBV, L.P. FOR PLACEMENT OF A 16-FOOT TALL SCULPTURE IN THE ROUNDABOUT IN FRONT OF THE PROPERTY AT 8000 WEST DRIVE, IN THE PUBLIC RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Commission approved Resolution No. 2012-30A on July 10, 2012 for construction of a 285 unit rental apartment development at 8000 West Drive; and

**WHEREAS**, the Village encourages “Art in Public Places” to enhance and beautify the community; and

**WHEREAS**, the developer of the MODA Apartment Rental development at 8000 West Drive wishes to further enhance the property and the aesthetics of the area, with the placement of a 16-foot tall sculpture in the roundabout in front of the property, in the public-right-of-way; and

**WHEREAS**, the Commission finds that granting the request is in the best interest of the Village and the community.

**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. Grant.** The request to permit a 16-foot tall sculpture in the roundabout in front of the property at 8000 West Drive, in the public right-of-way, as per the application by CLPF-NBV, L.P. is hereby granted with the following condition:

- 1) Execution of the hold-harmless agreement as submitted by the applicant, including any revisions which may be requested by the Village Attorney, Village Commission, and/or Village Manager.

2) 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.

3) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

4) 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.

5) All applicable state and federal permits must be obtained before commencement

**Section 3. Effective Date.** This Resolution shall become effective upon execution of the hold harmless agreement between CLPF-LP and North Bay Village.

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 12th day of May 2015.

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

**ATTEST:**

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

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

---

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

North Bay Village Resolution: Installation of 16-Foot Tall Sculpture in the roundabout in front of the property at 8000 West Drive.



## North Bay Village

Administrative Offices

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

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

12B

**DATE:** May 5, 2015

**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 7529 Bounty Avenue

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### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution granting authorization to the resident and owner of 7529 Bounty Avenue to remove the bulb out in front of the aforementioned property.

### BACKGROUND:

There is a bulb out in front of the property at 7529 Bounty Avenue which creates a hardship for the property owner due to the limited number of parking available to the residents or visitors of the property. The resident and owner Mr. Nicholas Ventura wish to have a driveway on the property, which would require removal of the bulb in front of his home.

Mr. Ventura agreed to assume all financial and legal responsibilities for the removal the bulb out with no current or future recourse to the Village financially or legally. In addition, Ventura has agreed to perform the construction activity in accordance with the current standards of Miami-Dade County and those of North Bay Village.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

**BUDGETARY IMPACT:**

The Project will be fully funded by Mr. Nicholas Ventura by 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



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### MEMORANDUM

North Bay Village

**DATE:** May 6, 2015

**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 REMOVAL OF BULB-OUTS WITH LANDSCAPING FROM DIRECTLY IN FRONT OF 7529 BOUNTY AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE REMOVAL OF BULB-OUTS WITH LANDSCAPING FROM DIRECTLY IN FRONT OF 7529 BOUNTY AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village Commission approved Resolution No. 2009-54 on July 27, 2009 authorizing the construction of Traffic Calming Bulb-Outs with landscaping on Treasure Island Streets; and

**WHEREAS**, the property owner at 7529 Bounty Avenue has requested the removal of the bulb-outs directly in front of the property, which pose a parking hardship; and

**WHEREAS**, the Village Commission finds that removal of the bulb-outs is in the best interest and welfare of the public.

**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 is authorized to coordinate the removal of the bulb-out in front of the property at 7529 Bounty Avenue, with the condition that the property owner will assume all legal responsibility and financial cost associated with such removal.

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

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

**FINAL VOTE AT ADOPTION:**

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

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

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Removal of Bulb-Out in front of 7529 Bounty Avenue.

3/31/2015

To the commissioners of North Bay Village,

My name is Nicholas Ventura, the owner of the home at

7529 Bounty Avenue, N.B.V, Fl. 33141.

We are a family with four automobiles, and there is little parking on the street. We have decided to have a horseshoe driveway on our lawn, but this entails the removal of a small island since it is in front of our home.

We are petitioning you for the approval for the removal of the small island at **our expense**, so that it will alleviate the parking problem within our block.

I am sorry I cannot attend to make a personal appeal at the city meeting because I have pancreatic cancer, and I am too weak to attend due to the heavy chemotherapy treatments.

I hope you will be kind enough to permit us to have a beautiful driveway.

Thanking you for your consideration.

Sincerely,



Nicholas Ventura

nancy Ventura

Tel # 305-300-1812



## Memorandum

**To:** Mayor and Commissioners  
**From:** James G. LaRue, AICP  
**Date:** March 16, 2015  
**Subject:** Comprehensive Plan 5-Year Capital Improvements Element (CIE) Schedule

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This is the supporting memo for the Commission's review of the Village's Comprehensive Plan 5-Year Capital Improvements Element (CIE) Schedule on April 14, 2015. The recommended 5-Year CIE Schedule is being heard as a proposed ordinance item that does not require review approval by the State Land Planning Agency. The Village Planning and Zoning Board (acting as the LPA) has recommended approval of this item to the Commission, which can now adopt the Comprehensive Plan 5-Year CIE Schedule through the normal ordinance process. I have included a copy of the relevant Community Planning Act legislation which denotes this change in the Comprehensive Plan CIE approval process. Also, the draft 5-Year CIE Schedule and draft ordinance are enclosed.

The proposed Comprehensive Plan's 5-Year CIE Schedule denotes the basic mandatory level of service projects, those that conceivably are important to protecting the Comprehensive Plan's adopted Level of Service (LOS) criteria. Transportation, parks, drainage, water, sewer and stormwater projects are typical examples of what is found in a 5-Year Schedule of Capital Improvements. We have also included the capital expenditures for the new Village Hall and State law requires school capital expenditures to be included. In comparison, the Village's annual Capital Improvements Projects (CIP) program is more extensive than what has been included in the Comprehensive Plan 5-Year CIE. The Village's CIP typically includes vehicles and equipment along with police and other non-mandatory Level of Service (LOS) expenditures and stands as a separate document apart from the Comprehensive Plan Schedule of Capital Improvements.

We have included a strike-out version of the old 5-Year Schedule along with the new proposed Schedule. The Comprehensive Plan CIE Schedule information was derived from the Village Commission's larger CIP that was adopted during their 2014-2015 budget hearings. We will be present at the Commission meeting to answer any questions.

cc: Frank Rollason, Village Manager  
Yvonne Hamilton, Village Clerk  
Jenorgen Guillen, Deputy Village Clerk  
Robert Switkes, Village Attorney  
Bert Wrains, Finance Director  
Rodney Carrero-Santana, Public Works Director

FS 163.3177(3)

(a) The comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.
5. The schedule must include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

(b) The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.



**City of North Bay Village, Florida  
Five-Year Schedule of Capital Improvements**

| <b>Project</b>                  | <b>Funding Source</b>              | <b>2007-08</b> | <b>2008-09</b>   | <b>2009-10</b> | <b>2010-11</b> | <b>2011-12</b> |
|---------------------------------|------------------------------------|----------------|------------------|----------------|----------------|----------------|
| Park Acquisition                | Community Trust Fund Grant         |                | 4,000,000        |                |                |                |
| Sewer Rebuild Hispanola Station | Developer Impact Fees/Utility Fund | 182,000        |                  |                |                |                |
| Street Resurfacing (General)    | Gas Tax/GOB                        |                | 100,000          | 100,000        | 100,000        | 100,000        |
| Sidewalk Improvements           | General Fund                       | 20,000         | 20,000           | 20,000         | 20,000         | 20,000         |
| Landscaping Improvements        | Impact Fees/General Fund           | 30,000         | 25,000           | 25,000         | 25,000         | 25,000         |
| Water/Force Main                | Miami Dade GOB                     | 750,000        | 150,000          | 150,000        | 150,000        | 150,000        |
| <b>Totals</b>                   |                                    | <b>982,000</b> | <b>4,295,000</b> | <b>295,000</b> | <b>295,000</b> | <b>295,000</b> |

**City of North Bay Village, Florida  
Five-Year Schedule of Capital Improvements**

|   | 2014-15          | 2015-16          | 2016-17           | 2017-18          | 2018-19          | 5 Year Total      |
|---|------------------|------------------|-------------------|------------------|------------------|-------------------|
| <b>Transportation Fund</b>  |                  |                  |                   |                  |                  |                   |
| Treasure Island Street Resurfacing  | 359,000          | 50,000           | 50,000            | 50,000           | 50,000           | 559,000           |
| Sidewalk ADA Improvements   | -                | 50,000           | 50,000            | -                | -                | 100,000           |
| <b>Total</b>  | <b>359,000</b>   | <b>100,000</b>   | <b>100,000</b>    | <b>50,000</b>    | <b>50,000</b>    | <b>659,000</b>    |
| <b>Capital Improvements Fund</b>  |                  |                  |                   |                  |                  |                   |
| Public Safety / Municipal Complex   | 1,106,403        | 3,387,295        | 3,387,295         | 3,387,295        | 1,000,000        | 12,268,288        |
| Kennedy Causeway<br>Redevelopment   | -                | -                | -                 | -                | -                | -                 |
| Parks & Open Space Facilities<br>Baywalk Project                                      | 397,000          | 200,000          | 2,173,190         | 2,173,190        | 1,000,000        | 5,943,380         |
| Underground Utility Lines Project   | -                | 200,000          | 200,000           | 2,000,000        | 1,000,000        | 3,400,000         |
| Public Works Facilities<br>Renovation   | 400,000          | 1,000,000        | 8,100,000         | -                | -                | 9,100,000         |
| <b>Total</b>  | <b>1,903,403</b> | <b>4,787,295</b> | <b>13,860,485</b> | <b>7,560,485</b> | <b>3,000,000</b> | <b>31,111,668</b> |
| <b>Stormwater Fund</b>  |                  |                  |                   |                  |                  |                   |
| Deep Injection System Rebuilding  | 850,000          | -                | -                 | -                | -                | 850,000           |
| Renovation of collection and<br>outfall system  | -                | 500,000          | 500,000           | -                | -                | 1,000,000         |
| <b>Total</b>  | <b>850,000</b>   | <b>500,000</b>   | <b>500,000</b>    | <b>-</b>         | <b>-</b>         | <b>1,850,000</b>  |
| <b>Water Improvements Fund</b>  |                  |                  |                   |                  |                  |                   |
| Water Lateral/Meter Replacement   | 315,000          | 2,500,000        | 25,000            | 25,000           | 25,000           | 2,890,000         |
| Water Main Design and<br>Replacement  | 240,000          | 4,000,000        | 5,000,000         | -                | -                | 9,240,000         |
| <b>Total</b>  | <b>555,000</b>   | <b>6,500,000</b> | <b>5,025,000</b>  | <b>25,000</b>    | <b>25,000</b>    | <b>12,130,000</b> |
| <b>Sewer Improvements Fund</b>  |                  |                  |                   |                  |                  |                   |
| Lift Station & Pumps  | 100,000          | 500,000          | 500,000           | -                | -                | 1,100,000         |
| Sewer Mains Cleaning, Videoing<br>& Rehabilitation                                    | 260,000          | 4,000,000        | 5,000,000         | -                | -                | 9,260,000         |
| Main Wastewater Pump Station<br>Crane Installation                                    | -                | 50,000           | -                 | -                | -                | 50,000            |
| <b>Total</b>  | <b>360,000</b>   | <b>9,550,000</b> | <b>500,000</b>    | <b>-</b>         | <b>-</b>         | <b>10,410,000</b> |
|   |                  |                  |                   |                  |                  | <b>56,160,668</b> |
| Source: North Bay Village 2015 Proposed Budget / Updated by Finance February 27, 2015 |                  |                  |                   |                  |                  |                   |

**Summary of Revenue/Expenditures Available for  
Public School New Construction and Remodeling Projects Only**

| Fiscal Year         | 2014-15       | 2015-16       | 2016-17       | 2017-18     | 2018-19     | 5-yr Total    |
|---------------------|---------------|---------------|---------------|-------------|-------------|---------------|
| Total Revenues      | \$239,817,483 | \$275,642,838 | \$254,293,685 | \$2,000,000 | \$2,000,000 | \$773,754,006 |
| Total Project Costs | \$239,817,483 | \$275,642,838 | \$254,293,685 | \$2,000,000 | \$2,000,000 | \$773,754,006 |
| Remaining Funds     | \$0           | \$0           | \$0           | \$0         | \$0         | \$0           |

Source: Miami-Dade County School District 2014-2015 Work Plan

## Project Schedules

### Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

| Project Description  | Location               |               | 2014 - 2015 | 2015 - 2016  | 2016 - 2017 | 2017 - 2018 | 2018 - 2019 | Total        | Funded |
|--|------------------------|---------------|-------------|--------------|-------------|-------------|-------------|--------------|--------|
| NEW K-12 @ SW 149 Ave. and SW 160 St. (Phase I - Planning/Design)        | Location not specified | Planned Cost: | \$0         | \$0          | \$1,000,000 | \$0         | \$0         | \$1,000,000  | Yes    |
|  | Student Stations:      |               | 0           | 0            | 0           | 0           | 0           | 0            |        |
|  | Total Classrooms:      |               | 0           | 0            | 0           | 0           | 0           | 0            |        |
|  | Gross Sq Ft:           |               | 0           | 0            | 160,000     | 0           | 0           | 160,000      |        |
| NEW K-8 West of I-75 and North of NW 138 St. @ MacArthur North - Phase I | Location not specified | Planned Cost: | \$5,540,000 | \$1,000,000  | \$0         | \$0         | \$0         | \$6,540,000  | Yes    |
|  | Student Stations:      |               | 914         | 0            | 0           | 0           | 0           | 914          |        |
|  | Total Classrooms:      |               | 42          | 0            | 0           | 0           | 0           | 42           |        |
|  | Gross Sq Ft:           |               | 91,400      | 1,000        | 0           | 0           | 0           | 92,400       |        |
| Addition   | GLADES MIDDLE          | Planned Cost: | \$0         | \$0          | \$6,300,000 | \$0         | \$0         | \$6,300,000  | Yes    |
|  | Student Stations:      |               | 0           | 0            | 374         | 0           | 0           | 374          |        |
|  | Total Classrooms:      |               | 0           | 0            | 17          | 0           | 0           | 17           |        |
|  | Gross Sq Ft:           |               | 0           | 0            | 35,000      | 0           | 0           | 35,000       |        |
| Secondary Facility - NE Miami Dade Area                                  | Location not specified | Planned Cost: | \$0         | \$14,577,804 | \$0         | \$0         | \$2,000,000 | \$16,577,804 | Yes    |
|  | Student Stations:      |               | 0           | 600          | 0           | 0           | 242         | 842          |        |

|  |                                     |               |             |             |             |     |        |              |     |
|--|-------------------------------------|---------------|-------------|-------------|-------------|-----|--------|--------------|-----|
|  | Total Classrooms:                   |               | 0           | 24          | 0           | 0   | 11     | 35           |     |
|  | Gross Sq Ft:                        |               | 0           | 60,000      | 0           | 0   | 15,000 | 75,000       |     |
| NEW K-8 (Northeast Miami-Dade Area) - Phase I                  | Location not specified              | Planned Cost: | \$3,635,795 | \$0         | \$9,423,600 | \$0 | \$0    | \$13,059,395 | Yes |
|  | Student Stations:                   |               | 280         | 0           | 0           | 0   | 0      | 280          |     |
|  | Total Classrooms:                   |               | 14          | 0           | 0           | 0   | 0      | 14           |     |
|  | Gross Sq Ft:                        |               | 54,000      | 0           | 24,000      | 0   | 0      | 78,000       |     |
| NEW K-8 @ NW 90 Street and NW 114 Avenue - Phase I             | Location not specified              | Planned Cost: | \$4,502,800 | \$1,000,000 | \$0         | \$0 | \$0    | \$5,502,800  | Yes |
|  | Student Stations:                   |               | 220         | 0           | 0           | 0   | 0      | 220          |     |
|  | Total Classrooms:                   |               | 11          | 0           | 0           | 0   | 0      | 11           |     |
|  | Gross Sq Ft:                        |               | 35,000      | 1,000       | 0           | 0   | 0      | 36,000       |     |
| K-12 Completion @ Annex  | SCHOOL BOARD ADMINISTRATION COMPLEX | Planned Cost: | \$3,000,000 | \$0         | \$0         | \$0 | \$0    | \$3,000,000  | Yes |
|  | Student Stations:                   |               | 132         | 0           | 0           | 0   | 0      | 132          |     |
|  | Total Classrooms:                   |               | 6           | 0           | 0           | 0   | 0      | 6            |     |
|  | Gross Sq Ft:                        |               | 12,000      | 0           | 0           | 0   | 0      | 12,000       |     |
| Addition   | SOUTH POINTE ELEMENTARY             | Planned Cost: | \$0         | \$5,290,000 | \$0         | \$0 | \$0    | \$5,290,000  | Yes |
|  | Student Stations:                   |               | 0           | 350         | 0           | 0   | 0      | 350          |     |
|  | Total Classrooms:                   |               | 0           | 17          | 0           | 0   | 0      | 17           |     |
|  | Gross Sq Ft:                        |               | 0           | 22,873      | 0           | 0   | 0      | 22,873       |     |
| Addition - K-8 Conversion                                      | ETHEL KOGER BECKHAM ELEMENTARY      | Planned Cost: | \$0         | \$6,224,758 | \$0         | \$0 | \$0    | \$6,224,758  | Yes |
|  | Student Stations:                   |               | 0           | 343         | 0           | 0   | 0      | 343          |     |
|  | Total Classrooms:                   |               | 0           | 18          | 0           | 0   | 0      | 18           |     |
|  | Gross Sq Ft:                        |               | 0           | 34,568      | 0           | 0   | 0      | 34,568       |     |
| NEW K-8 @ SW 167 Ave. and SW 95 St. (Phase I- Planning/Design) | Location not specified              | Planned Cost: | \$0         | \$0         | \$4,000,000 | \$0 | \$0    | \$4,000,000  | Yes |
|  | Student Stations:                   |               | 0           | 0           | 200         | 0   | 0      | 200          |     |
|  | Total Classrooms:                   |               | 0           | 0           | 10          | 0   | 0      | 10           |     |
|  | Gross Sq Ft:                        |               | 0           | 0           | 130,000     | 0   | 0      | 130,000      |     |

|   |                             |                   |             |     |             |     |     |             |     |
|---|-----------------------------|-------------------|-------------|-----|-------------|-----|-----|-------------|-----|
| NEW K-5 @ Coral Way and SW 149 Ave, (Planning/Design) | Location not specified      | Planned Cost:     | \$0         | \$0 | \$6,000,000 | \$0 | \$0 | \$6,000,000 | Yes |
|   |                             | Student Stations: | 0           | 0   | 280         | 0   | 0   | 280         |     |
|   |                             | Total Classrooms: | 0           | 0   | 14          | 0   | 0   | 14          |     |
|   |                             | Gross Sq Ft:      | 0           | 0   | 80,000      | 0   | 0   | 80,000      |     |
| Partial Replacement                                   | BARBARA HAWKINS ELEMENTARY  | Planned Cost:     | \$0         | \$0 | \$766,303   | \$0 | \$0 | \$766,303   | Yes |
|   |                             | Student Stations: | 0           | 0   | 88          | 0   | 0   | 88          |     |
|   |                             | Total Classrooms: | 0           | 0   | 4           | 0   | 0   | 4           |     |
|   |                             | Gross Sq Ft:      | 0           | 0   | 2,946       | 0   | 0   | 2,946       |     |
| Partial Replacement                                   | BISCAYNE GARDENS ELEMENTARY | Planned Cost:     | \$166,734   | \$0 | \$0         | \$0 | \$0 | \$166,734   | Yes |
|   |                             | Student Stations: | 22          | 0   | 0           | 0   | 0   | 22          |     |
|   |                             | Total Classrooms: | 1           | 0   | 0           | 0   | 0   | 1           |     |
|   |                             | Gross Sq Ft:      | 926         | 0   | 0           | 0   | 0   | 926         |     |
| Partial Replacement                                   | CRESTVIEW ELEMENTARY        | Planned Cost:     | \$0         | \$0 | \$1,993,645 | \$0 | \$0 | \$1,993,645 | Yes |
|   |                             | Student Stations: | 0           | 0   | 196         | 0   | 0   | 196         |     |
|   |                             | Total Classrooms: | 0           | 0   | 10          | 0   | 0   | 10          |     |
|   |                             | Gross Sq Ft:      | 0           | 0   | 8,555       | 0   | 0   | 8,555       |     |
| Partial Replacement                                   | HIBISCUS ELEMENTARY         | Planned Cost:     | \$2,103,192 | \$0 | \$0         | \$0 | \$0 | \$2,103,192 | Yes |
|   |                             | Student Stations: | 108         | 0   | 0           | 0   | 0   | 108         |     |
|   |                             | Total Classrooms: | 6           | 0   | 0           | 0   | 0   | 6           |     |
|   |                             | Gross Sq Ft:      | 11,684      | 0   | 0           | 0   | 0   | 11,684      |     |
| Partial Replacement                                   | NORLAND ELEMENTARY          | Planned Cost:     | \$2,727,180 | \$0 | \$0         | \$0 | \$0 | \$2,727,180 | Yes |
|   |                             | Student Stations: | 490         | 0   | 0           | 0   | 0   | 490         |     |
|   |                             | Total Classrooms: | 25          | 0   | 0           | 0   | 0   | 25          |     |
|   |                             | Gross Sq Ft:      | 31,066      | 0   | 0           | 0   | 0   | 31,066      |     |
| Partial Replacement                                   | NORLAND MIDDLE              | Planned Cost:     | \$0         | \$0 | \$5,467,986 | \$0 | \$0 | \$5,467,986 | Yes |

|                     |                         |               |             |             |             |     |        |                 |
|---------------------|-------------------------|---------------|-------------|-------------|-------------|-----|--------|-----------------|
|                     | Student Stations:       | 0             | 0           | 649         | 0           | 0   | 649    |                 |
|                     | Total Classrooms:       | 0             | 0           | 29          | 0           | 0   | 29     |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 23,355      | 0           | 0   | 23,355 |                 |
| Partial Replacement | NORTH COUNTY K-8 CENTER | Planned Cost: | \$0         | \$0         | \$1,237,207 | \$0 | \$0    | \$1,237,207 Yes |
|                     | Student Stations:       | 0             | 0           | 0           | 0           | 0   | 0      |                 |
|                     | Total Classrooms:       | 0             | 0           | 0           | 0           | 0   | 0      |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 2,874       | 0           | 0   | 2,874  |                 |
| Partial Replacement | NORTH MIAMI ELEMENTARY  | Planned Cost: | \$0         | \$0         | \$3,187,661 | \$0 | \$0    | \$3,187,661 Yes |
|                     | Student Stations:       | 0             | 0           | 466         | 0           | 0   | 466    |                 |
|                     | Total Classrooms:       | 0             | 0           | 23          | 0           | 0   | 23     |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 27,004      | 0           | 0   | 27,004 |                 |
| Partial Replacement | PARKVIEW ELEMENTARY     | Planned Cost: | \$2,028,762 | \$0         | \$0         | \$0 | \$0    | \$2,028,762 Yes |
|                     | Student Stations:       | 124           | 0           | 0           | 0           | 0   | 124    |                 |
|                     | Total Classrooms:       | 6             | 0           | 0           | 0           | 0   | 6      |                 |
|                     | Gross Sq Ft:            | 11,271        | 0           | 0           | 0           | 0   | 11,271 |                 |
| Partial Replacement | SCOTT LAKE ELEMENTARY   | Planned Cost: | \$2,147,040 | \$0         | \$0         | \$0 | \$0    | \$2,147,040 Yes |
|                     | Student Stations:       | 380           | 0           | 0           | 0           | 0   | 380    |                 |
|                     | Total Classrooms:       | 20            | 0           | 0           | 0           | 0   | 20     |                 |
|                     | Gross Sq Ft:            | 29,378        | 0           | 0           | 0           | 0   | 29,378 |                 |
| Partial Replacement | SKYWAY ELEMENTARY       | Planned Cost: | \$0         | \$0         | \$7,699,950 | \$0 | \$0    | \$7,699,950 Yes |
|                     | Student Stations:       | 0             | 0           | 450         | 0           | 0   | 450    |                 |
|                     | Total Classrooms:       | 0             | 0           | 23          | 0           | 0   | 23     |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 42,750      | 0           | 0   | 42,750 |                 |
| Partial Replacement | BROADMOOR ELEMENTARY    | Planned Cost: | \$0         | \$5,724,979 | \$0         | \$0 | \$0    | \$5,724,979 Yes |
|                     | Student Stations:       | 0             | 264         | 0           | 0           | 0   | 264    |                 |
|                     | Total Classrooms:       | 0             | 12          | 0           | 0           | 0   | 12     |                 |
|                     | Gross Sq Ft:            | 0             | 33,880      | 0           | 0           | 0   | 33,880 |                 |

|                     |  |                  |              |             |             |     |     |              |     |
|---------------------|--|------------------|--------------|-------------|-------------|-----|-----|--------------|-----|
| Partial Replacement | DR HENRY W<br>MACK/WEST LITTLE<br>RIVER K-8 CENTER | Planned<br>Cost: | \$10,134,174 | \$421,926   | \$0         | \$0 | \$0 | \$10,556,100 | Yes |
|                     | Student Stations:                                  |                  | 480          | 0           | 0           | 0   | 0   | 480          |     |
|                     | Total Classrooms:                                  |                  | 24           | 0           | 0           | 0   | 0   | 24           |     |
|                     | Gross Sq Ft:                                       |                  | 45,000       | 0           | 0           | 0   | 0   | 45,000       |     |
| Partial Replacement | LAKEVIEW<br>ELEMENTARY                             | Planned<br>Cost: | \$788,574    | \$0         | \$0         | \$0 | \$0 | \$788,574    | Yes |
|                     | Student Stations:                                  |                  | 36           | 0           | 0           | 0   | 0   | 36           |     |
|                     | Total Classrooms:                                  |                  | 2            | 0           | 0           | 0   | 0   | 2            |     |
|                     | Gross Sq Ft:                                       |                  | 8,714        | 0           | 0           | 0   | 0   | 8,714        |     |
| Partial Replacement | MADISON MIDDLE                                     | Planned<br>Cost: | \$0          | \$0         | \$6,177,976 | \$0 | \$0 | \$6,177,976  | Yes |
|                     | Student Stations:                                  |                  | 0            | 0           | 264         | 0   | 0   | 264          |     |
|                     | Total Classrooms:                                  |                  | 0            | 0           | 12          | 0   | 0   | 12           |     |
|                     | Gross Sq Ft:                                       |                  | 0            | 0           | 26,400      | 0   | 0   | 26,400       |     |
| Partial Replacement | MIAMI PARK<br>ELEMENTARY                           | Planned<br>Cost: | \$0          | \$7,603,050 | \$0         | \$0 | \$0 | \$7,603,050  | Yes |
|                     | Student Stations:                                  |                  | 0            | 350         | 0           | 0   | 0   | 350          |     |
|                     | Total Classrooms:                                  |                  | 0            | 18          | 0           | 0   | 0   | 18           |     |
|                     | Gross Sq Ft:                                       |                  | 0            | 35,000      | 0           | 0   | 0   | 35,000       |     |
| Partial Replacement | GREYNOLDS PARK<br>ELEMENTARY                       | Planned<br>Cost: | \$0          | \$2,155,518 | \$0         | \$0 | \$0 | \$2,155,518  | Yes |
|                     | Student Stations:                                  |                  | 0            | 288         | 0           | 0   | 0   | 288          |     |
|                     | Total Classrooms:                                  |                  | 0            | 14          | 0           | 0   | 0   | 14           |     |
|                     | Gross Sq Ft:                                       |                  | 0            | 11,976      | 0           | 0   | 0   | 11,976       |     |
| Partial Replacement | MADIE IVES<br>COMMUNITY<br>ELEMENTARY              | Planned<br>Cost: | \$0          | \$2,958,714 | \$0         | \$0 | \$0 | \$2,958,714  | Yes |
|                     | Student Stations:                                  |                  | 0            | 370         | 0           | 0   | 0   | 370          |     |
|                     | Total Classrooms:                                  |                  | 0            | 19          | 0           | 0   | 0   | 19           |     |
|                     | Gross Sq Ft:                                       |                  | 0            | 16,437      | 0           | 0   | 0   | 16,437       |     |
| Partial Replacement | FLAMINGO<br>ELEMENTARY                             | Planned<br>Cost: | \$0          | \$6,336,828 | \$0         | \$0 | \$0 | \$6,336,828  | Yes |

|                     |                             |               |             |             |             |     |                 |
|---------------------|-----------------------------|---------------|-------------|-------------|-------------|-----|-----------------|
|                     | Student Stations:           | 0             | 580         | 0           | 0           | 0   | 580             |
|                     | Total Classrooms:           | 0             | 30          | 0           | 0           | 0   | 30              |
|                     | Gross Sq Ft:                | 0             | 35,205      | 0           | 0           | 0   | 35,205          |
| Partial Replacement | M A MILAM K-8 CENTER        | Planned Cost: | \$1,758,348 | \$0         | \$0         | \$0 | \$1,758,348 Yes |
|                     | Student Stations:           | 288           | 0           | 0           | 0           | 0   | 288             |
|                     | Total Classrooms:           | 14            | 0           | 0           | 0           | 0   | 14              |
|                     | Gross Sq Ft:                | 9,769         | 0           | 0           | 0           | 0   | 9,769           |
| Partial Replacement | MAE M WALTERS ELEMENTARY    | Planned Cost: | \$1,285,866 | \$0         | \$0         | \$0 | \$1,285,866 Yes |
|                     | Student Stations:           | 126           | 0           | 0           | 0           | 0   | 126             |
|                     | Total Classrooms:           | 7             | 0           | 0           | 0           | 0   | 7               |
|                     | Gross Sq Ft:                | 7,144         | 0           | 0           | 0           | 0   | 7,144           |
| Partial Replacement | NORTH TWIN LAKES ELEMENTARY | Planned Cost: | \$0         | \$2,403,144 | \$0         | \$0 | \$2,403,144 Yes |
|                     | Student Stations:           | 0             | 304         | 0           | 0           | 0   | 304             |
|                     | Total Classrooms:           | 0             | 16          | 0           | 0           | 0   | 16              |
|                     | Gross Sq Ft:                | 0             | 13,351      | 0           | 0           | 0   | 13,351          |
| Partial Replacement | PALM SPRINGS ELEMENTARY     | Planned Cost: | \$0         | \$4,643,586 | \$0         | \$0 | \$4,643,586 Yes |
|                     | Student Stations:           | 0             | 256         | 0           | 0           | 0   | 256             |
|                     | Total Classrooms:           | 0             | 16          | 0           | 0           | 0   | 16              |
|                     | Gross Sq Ft:                | 0             | 25,798      | 0           | 0           | 0   | 25,798          |
| Partial Replacement | HENRY M FLAGLER ELEMENTARY  | Planned Cost: | \$2,195,892 | \$0         | \$0         | \$0 | \$2,195,892 Yes |
|                     | Student Stations:           | 160           | 0           | 0           | 0           | 0   | 160             |
|                     | Total Classrooms:           | 8             | 0           | 0           | 0           | 0   | 8               |
|                     | Gross Sq Ft:                | 12,199        | 0           | 0           | 0           | 0   | 12,199          |
| Partial Replacement | JAMES H BRIGHT ELEMENTARY   | Planned Cost: | \$0         | \$0         | \$5,598,684 | \$0 | \$5,598,684 Yes |
|                     | Student Stations:           | 0             | 0           | 414         | 0           | 0   | 414             |
|                     | Total Classrooms:           | 0             | 0           | 11          | 0           | 0   | 11              |
|                     | Gross Sq Ft:                | 0             | 0           | 31,104      | 0           | 0   | 31,104          |

|                     |                            |               |             |             |             |     |     |             |     |
|---------------------|----------------------------|---------------|-------------|-------------|-------------|-----|-----|-------------|-----|
| Partial Replacement | MIAMI SPRINGS MIDDLE       | Planned Cost: | \$570,906   | \$0         | \$0         | \$0 | \$0 | \$570,906   | Yes |
|                     | Student Stations:          |               | 88          | 0           | 0           | 0   | 0   | 88          |     |
|                     | Total Classrooms:          |               | 4           | 0           | 0           | 0   | 0   | 4           |     |
|                     | Gross Sq Ft:               |               | 3,172       | 0           | 0           | 0   | 0   | 3,172       |     |
| Partial Replacement | CITRUS GROVE ELEMENTARY    | Planned Cost: | \$0         | \$3,410,280 | \$0         | \$0 | \$0 | \$3,410,280 | Yes |
|                     | Student Stations:          |               | 0           | 292         | 0           | 0   | 0   | 292         |     |
|                     | Total Classrooms:          |               | 0           | 16          | 0           | 0   | 0   | 16          |     |
|                     | Gross Sq Ft:               |               | 0           | 18,946      | 0           | 0   | 0   | 18,946      |     |
| Partial Replacement | DAVID FAIRCHILD ELEMENTARY | Planned Cost: | \$0         | \$0         | \$2,639,358 | \$0 | \$0 | \$2,639,358 | Yes |
|                     | Student Stations:          |               | 0           | 0           | 262         | 0   | 0   | 262         |     |
|                     | Total Classrooms:          |               | 0           | 0           | 13          | 0   | 0   | 13          |     |
|                     | Gross Sq Ft:               |               | 0           | 0           | 14,663      | 0   | 0   | 14,663      |     |
| Partial Replacement | EVERGLADES K-8 CENTER      | Planned Cost: | \$0         | \$1,674,648 | \$0         | \$0 | \$0 | \$1,674,648 | Yes |
|                     | Student Stations:          |               | 0           | 210         | 0           | 0   | 0   | 210         |     |
|                     | Total Classrooms:          |               | 0           | 11          | 0           | 0   | 0   | 11          |     |
|                     | Gross Sq Ft:               |               | 0           | 9,304       | 0           | 0   | 0   | 9,304       |     |
| Partial Replacement | ROCKWAY ELEMENTARY         | Planned Cost: | \$3,698,658 | \$0         | \$0         | \$0 | \$0 | \$3,698,658 | Yes |
|                     | Student Stations:          |               | 332         | 0           | 0           | 0   | 0   | 332         |     |
|                     | Total Classrooms:          |               | 18          | 0           | 0           | 0   | 0   | 18          |     |
|                     | Gross Sq Ft:               |               | 20,548      | 0           | 0           | 0   | 0   | 20,548      |     |
| Partial Replacement | ROCKWAY MIDDLE             | Planned Cost: | \$0         | \$0         | \$1,457,820 | \$0 | \$0 | \$1,457,820 | Yes |
|                     | Student Stations:          |               | 0           | 0           | 119         | 0   | 0   | 119         |     |
|                     | Total Classrooms:          |               | 0           | 0           | 4           | 0   | 0   | 4           |     |
|                     | Gross Sq Ft:               |               | 0           | 0           | 8,099       | 0   | 0   | 8,099       |     |
| Partial Replacement | SEMINOLE ELEMENTARY        | Planned Cost: | \$0         | \$0         | \$3,407,405 | \$0 | \$0 | \$3,407,405 | Yes |

|                     |                         |               |             |             |           |     |        |                 |
|---------------------|-------------------------|---------------|-------------|-------------|-----------|-----|--------|-----------------|
|                     | Student Stations:       | 0             | 0           | 424         | 0         | 0   | 424    |                 |
|                     | Total Classrooms:       | 0             | 0           | 21          | 0         | 0   | 21     |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 21,604      | 0         | 0   | 21,604 |                 |
| Partial Replacement | CORAL REEF ELEMENTARY   | Planned Cost: | \$0         | \$0         | \$562,122 | \$0 | \$0    | \$562,122 Yes   |
|                     | Student Stations:       | 0             | 0           | 72          | 0         | 0   | 72     |                 |
|                     | Total Classrooms:       | 0             | 0           | 4           | 0         | 0   | 4      |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 3,123       | 0         | 0   | 3,123  |                 |
| Partial Replacement | LEISURE CITY K-8 CENTER | Planned Cost: | \$0         | \$4,803,534 | \$0       | \$0 | \$0    | \$4,803,534 Yes |
|                     | Student Stations:       | 0             | 456         | 0           | 0         | 0   | 456    |                 |
|                     | Total Classrooms:       | 0             | 24          | 0           | 0         | 0   | 24     |                 |
|                     | Gross Sq Ft:            | 0             | 26,686      | 0           | 0         | 0   | 26,686 |                 |
| Partial Replacement | PALMETTO ELEMENTARY     | Planned Cost: | \$1,482,012 | \$0         | \$0       | \$0 | \$0    | \$1,482,012 Yes |
|                     | Student Stations:       | 196           | 0           | 0           | 0         | 0   | 196    |                 |
|                     | Total Classrooms:       | 10            | 0           | 0           | 0         | 0   | 10     |                 |
|                     | Gross Sq Ft:            | 8,233         | 0           | 0           | 0         | 0   | 8,233  |                 |
| Partial Replacement | PINECREST ELEMENTARY    | Planned Cost: | \$0         | \$1,319,274 | \$0       | \$0 | \$0    | \$1,319,274 Yes |
|                     | Student Stations:       | 0             | 180         | 0           | 0         | 0   | 180    |                 |
|                     | Total Classrooms:       | 0             | 10          | 0           | 0         | 0   | 10     |                 |
|                     | Gross Sq Ft:            | 0             | 7,329       | 0           | 0         | 0   | 7,329  |                 |
| Partial Replacement | REDONDO ELEMENTARY      | Planned Cost: | \$0         | \$0         | \$373,284 | \$0 | \$0    | \$373,284 Yes   |
|                     | Student Stations:       | 0             | 0           | 36          | 0         | 0   | 36     |                 |
|                     | Total Classrooms:       | 0             | 0           | 2           | 0         | 0   | 2      |                 |
|                     | Gross Sq Ft:            | 0             | 0           | 2,074       | 0         | 0   | 2,074  |                 |
| Partial Replacement | MIAMI NORLAND SENIOR    | Planned Cost: | \$5,000,000 | \$0         | \$0       | \$0 | \$0    | \$5,000,000 Yes |
|                     | Student Stations:       | 321           | 0           | 0           | 0         | 0   | 321    |                 |
|                     | Total Classrooms:       | 13            | 0           | 0           | 0         | 0   | 13     |                 |
|                     | Gross Sq Ft:            | 40,000        | 0           | 0           | 0         | 0   | 40,000 |                 |

|  |                                |               |             |              |     |     |     |              |     |
|--|--------------------------------|---------------|-------------|--------------|-----|-----|-----|--------------|-----|
| Partial Replacement                    | BENJAMIN FRANKLIN K-8 CENTER   | Planned Cost: | \$7,031,358 | \$0          | \$0 | \$0 | \$0 | \$7,031,358  | Yes |
|  | Student Stations:              |               | 580         | 0            | 0   | 0   | 0   | 580          |     |
|  | Total Classrooms:              |               | 29          | 0            | 0   | 0   | 0   | 29           |     |
|  | Gross Sq Ft:                   |               | 39,063      | 0            | 0   | 0   | 0   | 39,063       |     |
| Partial Replacement                    | HENRY S WEST LABORATORY SCHOOL | Planned Cost: | \$0         | \$2,607,570  | \$0 | \$0 | \$0 | \$2,607,570  | Yes |
|  | Student Stations:              |               | 0           | 226          | 0   | 0   | 0   | 226          |     |
|  | Total Classrooms:              |               | 0           | 12           | 0   | 0   | 0   | 12           |     |
|  | Gross Sq Ft:                   |               | 0           | 14,486       | 0   | 0   | 0   | 14,486       |     |
| Partial Replacement/<br>K-8 Conversion | AIR BASE ELEMENTARY            | Planned Cost: | \$2,003,346 | \$949,158    | \$0 | \$0 | \$0 | \$2,952,504  | Yes |
|  | Student Stations:              |               | 264         | 0            | 0   | 0   | 0   | 264          |     |
|  | Total Classrooms:              |               | 12          | 0            | 0   | 0   | 0   | 12           |     |
|  | Gross Sq Ft:                   |               | 5,273       | 0            | 0   | 0   | 0   | 5,273        |     |
| Partial Replacement                    | COMSTOCK ELEMENTARY            | Planned Cost: | \$7,551,230 | \$0          | \$0 | \$0 | \$0 | \$7,551,230  | Yes |
|  | Student Stations:              |               | 350         | 0            | 0   | 0   | 0   | 350          |     |
|  | Total Classrooms:              |               | 21          | 0            | 0   | 0   | 0   | 21           |     |
|  | Gross Sq Ft:                   |               | 42,924      | 0            | 0   | 0   | 0   | 42,924       |     |
| Partial Replacement                    | MIAMI PALMETTO SENIOR HIGH     | Planned Cost: | \$0         | \$27,028,945 | \$0 | \$0 | \$0 | \$27,028,945 | Yes |
|  | Student Stations:              |               | 0           | 2,060        | 0   | 0   | 0   | 2,060        |     |
|  | Total Classrooms:              |               | 0           | 84           | 0   | 0   | 0   | 84           |     |
|  | Gross Sq Ft:                   |               | 0           | 143,426      | 0   | 0   | 0   | 143,426      |     |
| Partial Replacement/Remodeling         | MIAMI BEACH SENIOR HIGH        | Planned Cost: | \$2,254,800 | \$0          | \$0 | \$0 | \$0 | \$2,254,800  | Yes |
|  | Student Stations:              |               | 155         | 0            | 0   | 0   | 0   | 155          |     |
|  | Total Classrooms:              |               | 6           | 0            | 0   | 0   | 0   | 6            |     |
|  | Gross Sq Ft:                   |               | 15,671      | 0            | 0   | 0   | 0   | 15,671       |     |
| Addition                               | BEN SHEPPARD ELEMENTARY        | Planned Cost: | \$3,600,000 | \$0          | \$0 | \$0 | \$0 | \$3,600,000  | Yes |

|                     |                                       |                           |             |             |             |     |                 |
|---------------------|---------------------------------------|---------------------------|-------------|-------------|-------------|-----|-----------------|
|                     | Student Stations:                     | 242                       | 0           | 0           | 0           | 0   | 242             |
|                     | Total Classrooms:                     | 11                        | 0           | 0           | 0           | 0   | 11              |
|                     | Gross Sq Ft:                          | 15,000                    | 0           | 0           | 0           | 0   | 15,000          |
| Partial Replacement | CORAL TERRACE ELEMENTARY              | Planned Cost: \$1,049,760 | \$0         | \$0         | \$0         | \$0 | \$1,049,760 Yes |
|                     | Student Stations:                     | 106                       | 0           | 0           | 0           | 0   | 106             |
|                     | Total Classrooms:                     | 5                         | 0           | 0           | 0           | 0   | 5               |
|                     | Gross Sq Ft:                          | 6,520                     | 0           | 0           | 0           | 0   | 6,520           |
| Partial Replacement | GRATIGNY ELEMENTARY                   | Planned Cost: \$4,120,506 | \$0         | \$0         | \$0         | \$0 | \$4,120,506 Yes |
|                     | Student Stations:                     | 548                       | 0           | 0           | 0           | 0   | 548             |
|                     | Total Classrooms:                     | 28                        | 0           | 0           | 0           | 0   | 28              |
|                     | Gross Sq Ft:                          | 23,104                    | 0           | 0           | 0           | 0   | 23,104          |
| Addition            | GULFSTREAM ELEMENTARY                 | Planned Cost: \$1,600,000 | \$1,500,000 | \$0         | \$0         | \$0 | \$3,100,000 Yes |
|                     | Student Stations:                     | 88                        | 88          | 0           | 0           | 0   | 176             |
|                     | Total Classrooms:                     | 4                         | 4           | 0           | 0           | 0   | 8               |
|                     | Gross Sq Ft:                          | 7,520                     | 7,520       | 0           | 0           | 0   | 15,040          |
| Addition            | MARITIME & SCIENCE TECHNOLOGY ACADEMY | Planned Cost: \$2,500,000 | \$0         | \$0         | \$0         | \$0 | \$2,500,000 Yes |
|                     | Student Stations:                     | 0                         | 0           | 0           | 0           | 0   | 0               |
|                     | Total Classrooms:                     | 0                         | 0           | 0           | 0           | 0   | 0               |
|                     | Gross Sq Ft:                          | 5,000                     | 0           | 0           | 0           | 0   | 5,000           |
| Partial Replacement | MEADOWLANE ELEMENTARY                 | Planned Cost: \$4,414,374 | \$0         | \$0         | \$0         | \$0 | \$4,414,374 Yes |
|                     | Student Stations:                     | 328                       | 0           | 0           | 0           | 0   | 328             |
|                     | Total Classrooms:                     | 18                        | 0           | 0           | 0           | 0   | 18              |
|                     | Gross Sq Ft:                          | 25,308                    | 0           | 0           | 0           | 0   | 25,308          |
| Addition            | SOUTHSIDE ELEMENTARY                  | Planned Cost: \$0         | \$0         | \$2,000,000 | \$2,000,000 | \$0 | \$4,000,000 Yes |
|                     | Student Stations:                     | 0                         | 0           | 242         | 242         | 0   | 484             |
|                     | Total Classrooms:                     | 0                         | 0           | 11          | 11          | 0   | 22              |
|                     | Gross Sq Ft:                          | 0                         | 0           | 15,000      | 15,000      | 0   | 30,000          |

|  |                                     |                   |             |     |     |     |     |             |     |
|--|-------------------------------------|-------------------|-------------|-----|-----|-----|-----|-------------|-----|
| Partial Replacement  | SPRINGVIEW ELEMENTARY               | Planned Cost:     | \$3,454,129 | \$0 | \$0 | \$0 | \$0 | \$3,454,129 | Yes |
|  |                                     | Student Stations: | 296         | 0   | 0   | 0   | 0   | 296         |     |
|  |                                     | Total Classrooms: | 16          | 0   | 0   | 0   | 0   | 16          |     |
|  |                                     | Gross Sq Ft:      | 18,814      | 0   | 0   | 0   | 0   | 18,814      |     |
| Partial Replacement  | TWIN LAKES ELEMENTARY               | Planned Cost:     | \$1,608,588 | \$0 | \$0 | \$0 | \$0 | \$1,608,588 | Yes |
|  |                                     | Student Stations: | 216         | 0   | 0   | 0   | 0   | 216         |     |
|  |                                     | Total Classrooms: | 12          | 0   | 0   | 0   | 0   | 12          |     |
|  |                                     | Gross Sq Ft:      | 8,808       | 0   | 0   | 0   | 0   | 8,808       |     |
| Partial Replacement  | WEST MIAMI MIDDLE                   | Planned Cost:     | \$423,900   | \$0 | \$0 | \$0 | \$0 | \$423,900   | Yes |
|  |                                     | Student Stations: | 45          | 0   | 0   | 0   | 0   | 45          |     |
|  |                                     | Total Classrooms: | 1           | 0   | 0   | 0   | 0   | 1           |     |
|  |                                     | Gross Sq Ft:      | 2,330       | 0   | 0   | 0   | 0   | 2,330       |     |
| Addition (Carry Forward)   | DESIGN AND ARCHITECTURE SENIOR HIGH | Planned Cost:     | \$4,000,000 | \$0 | \$0 | \$0 | \$0 | \$4,000,000 | Yes |
|  |                                     | Student Stations: | 200         | 0   | 0   | 0   | 0   | 200         |     |
|  |                                     | Total Classrooms: | 8           | 0   | 0   | 0   | 0   | 8           |     |
|  |                                     | Gross Sq Ft:      | 13,070      | 0   | 0   | 0   | 0   | 13,070      |     |
| NEW K-8 (Northeast Miami-Dade Area) - Phase I (Carry Forward)      | Location not specified              | Planned Cost:     | \$2,464,205 | \$0 | \$0 | \$0 | \$0 | \$2,464,205 | Yes |
|  |                                     | Student Stations: | 120         | 0   | 0   | 0   | 0   | 120         |     |
|  |                                     | Total Classrooms: | 6           | 0   | 0   | 0   | 0   | 6           |     |
|  |                                     | Gross Sq Ft:      | 10,000      | 0   | 0   | 0   | 0   | 10,000      |     |
| NEW K-8 @ NW 90 Street and NW 114 Avenue - Phase I (Carry Forward) | Location not specified              | Planned Cost:     | \$7,138,700 | \$0 | \$0 | \$0 | \$0 | \$7,138,700 | Yes |
|  |                                     | Student Stations: | 340         | 0   | 0   | 0   | 0   | 340         |     |
|  |                                     | Total Classrooms: | 17          | 0   | 0   | 0   | 0   | 17          |     |
|  |                                     | Gross Sq Ft:      | 45,000      | 0   | 0   | 0   | 0   | 45,000      |     |

|                          |                      |                      |                     |                    |                    |                      |
|--------------------------|----------------------|----------------------|---------------------|--------------------|--------------------|----------------------|
| <b>Planned Cost:</b>     | <b>\$107,980,829</b> | <b>\$103,633,716</b> | <b>\$69,293,001</b> | <b>\$2,000,000</b> | <b>\$2,000,000</b> | <b>\$284,907,546</b> |
| <b>Student Stations:</b> | <b>8,575</b>         | <b>7,217</b>         | <b>4,536</b>        | <b>242</b>         | <b>242</b>         | <b>20,812</b>        |
| <b>Total Classrooms:</b> | <b>425</b>           | <b>345</b>           | <b>208</b>          | <b>11</b>          | <b>11</b>          | <b>1,000</b>         |
| <b>Gross Sq Ft:</b>      | <b>714,909</b>       | <b>518,785</b>       | <b>658,551</b>      | <b>15,000</b>      | <b>15,000</b>      | <b>1,922,245</b>     |

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE VILLAGE'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES, SECTION 163.3177 (3); PROVIDING FOR CONFLICTS; SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, F.S. §163.3177(3) requires local governments to annually update their Five-year Schedule of Capital Improvements, which is consistent with their Comprehensive Plan. Revisions may be accomplished by Ordinance, rather than as an amendment to the Local Comprehensive Plan; and

**WHEREAS**, the Village Planning and Zoning Board, acting as the Local Planning Agency, held its duly advertised public hearing on March 3, 2015, reviewed the proposed Five-year Schedule of Capital Improvements, and forwarded its recommendation to the Village Commission; and,

**WHEREAS**, the Village Commission held the required first public hearing on \_\_\_\_\_, 2015, approving revisions to the Five-year Schedule of Capital Improvements and will conduct the required second public hearing before adoption; and

**WHEREAS**, the Village Commission is desirous of adopting the aforesaid Schedule of Capital Improvements to guide future development of the Village and protect the public's health, safety and welfare;

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

**Section 1:** That the Village Commission of North Bay Village hereby revises the Capital Improvements Element of its Comprehensive Plan by updating the Five-year Schedule of Capital Improvements (Five-year Capital Improvement Plan) attached hereto as Exhibit "A".

**Section 2:** That all Ordinances or parts of Ordinances in conflict are hereby repealed insofar as they are in conflict.

**Section 3:** That if any part whatsoever of this Ordinance shall be held invalid by a Court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Ordinance.

**Section 4:** That this Ordinance shall become effective immediately upon adoption on second reading.

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

**THE VOTES WERE AS FOLLOWS:**

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

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

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

**FINAL VOTES AT ADOPTION:**

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

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

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

\_\_\_\_\_  
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: (Five-Year Schedule of Capital Improvements of the Village's Comprehensive Plan.



## 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:** April 1, 2015

**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 THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE VILLAGE'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES, SECTION 163.3177(3)(B); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

# NORTH MIAMI BEACH Vallejo remains mayor

• ELECTION, FROM ?TNE

## ELECTION GROUP 7

Incumbent Marlen Martell is a professor in the Public Administration Department at FIU and is running for her second term. Recently, Martell spearheaded a transparent ethics policy for city-funded travel and helped develop stronger commitments to improve schools with the Miami-Dade Public School District administration. Martell said she wants to continue the good work the city achieved in developing private/public partnerships, such as with the Boca Juniors soccer training center. Public safety is an important issue for Martell, and she supported new vehicles for the police department. Martell said she wants enhancements for the public parks and has supported efforts by city officials to overhaul zoning and land use laws to encourage more growth and development in the city.

Paulle Villard is a newcomer to North Miami Beach politics. According to her Facebook page, Villard recently retired as a Miami police officer after 28 years of service and earned a Bachelor's Degree in Public Administration, Master's degree in Early Childhood Education with Minor in Pre-K Primary from Barry University. Villard did not respond to requests for an interview but did announce her candidacy at the last city council meeting, in which she was reminded that campaigning on the dais was illegal.

## MEETING NOTICES

May 4 - 8, 2015

### MONDAY, May 4

1:00 p.m. Special MB Employees' Retirement Plan Bd. of Trustees  
3:30 p.m. Transport, Pkg. & Bicycle-Pedestrian Facilities Comm.  
8:30 a.m. Design Review Board\*

### TUESDAY, May 5

10:00 a.m. MB Employees' Retirement Plan Board of Trustees  
10:30 a.m. MB Convention Center Advisory Board  
8:30 a.m. City Commission\*

### WEDNESDAY, May 6

8:30 a.m. City Commission\*  
5:30 p.m. Parks and Recreation Facilities Advisory Board  
8:00 a.m. Mayor's Blue Ribbon Panel on North Beach  
9:00 a.m. Miami Beach Cultural Arts Council  
9:00 a.m. Special Master Hearings

### THURSDAY, May 7

8:00 a.m. Mayor's Blue Ribbon Panel on North Beach  
9:00 a.m. Miami Beach Cultural Arts Council  
9:00 a.m. Special Master Hearings

### FRIDAY, May 8

No Meetings Scheduled  
For any and/or all of the above meetings, one or more members of the Miami Beach City Commission may be in attendance and participate in discussions.  
\* Aired live on MBTV. AT&T U-Verse 99 Atlantic Boulevard, Z3 Digital 90.8 & 107.3  
\*\* Commission Committee meeting aired live on MBTV  
\*\*\* Commission Committee meeting with delayed broadcasting on MBTV  
No. 0001444937-01



We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historical community. City Hall is located at 1700 Convention Center Drive, and the Miami Beach Convention Center is located at 1901 Convention Center Drive. Any meeting may be opened and continued, and under such circumstances, additional legal notice will not be provided. To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings call 305.304.2489 and select 1 for accessibility services. Open options for users may call 305.304.2489 and select 2 for accessibility services. An emergency meeting will be posted on the bulletin board throughout City Hall and will be available on the City's website at: <http://www.miamibeachfl.gov/checkboxcheck/default.aspx?ID=2728>  
Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person desires to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may 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.



### 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, MAY 12, 2015 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE VILLAGE'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES, SECTION 163.177(3)(B); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
  2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING SECTION NUMBERS 32.40 THROUGH 32.44 AND CREATING A NEW CHAPTER 39 ENTITLED "POLICE DEPARTMENT" WITH SECTIONS 39.01 THROUGH 39.05; AMENDING SECTION 39.05, POLICE IMPACT FEE IMPOSITION, BY REVISING SECTIONS C, G, H, I, K, L AND M; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
  3. AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
    - A. A LAND DEVELOPMENT CODE TEXT AMENDMENT TO SECTIONS 152.0296, 152.042 AND 152.003 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN ORDER TO PERMIT THE USE OF MECHANICAL PARKING LIFTS TO PROVIDE 2 PARKING SPACES PER LIFT AND TO ALLOW DRIVE AISLES NARROWER THAN 22 FEET IN THE PRD ZONING OVERLAY; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.
    - B. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 16-UNIT, 13-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE. (FIRST READING)
- INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.
- THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.
- PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
- THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.
- TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR 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 (April 23, 2015)

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING SECTION NUMBERS 32.40 THROUGH 32.44 AND CREATING A NEW CHAPTER 39 ENTITLED "POLICE DEPARTMENT" WITH SECTIONS 39.01 THROUGH 39.05; AMENDING SECTION 39.05, POLICE IMPACT FEE IMPOSITION BY REVISING SECTIONS C, G, H, I K, L AND M; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Section 32.40 through 32.44 of the North Bay Village (the "Village") Code of Ordinances is included in the Advisory Boards regulations; and

**WHEREAS**, the Village desires to amend the Code to create a new Section, Chapter 39 entitled "Police Department"; and

**WHEREAS**, the municipality of North Bay Village (the "Village") seeks to amend the current fee schedule in Section 32.44 so as to correlate with the recommendations of the 2007 Police Impact Fee Study, and

**WHEREAS**, the Village recognizes that the police impact fees for commercial uses should be scaled based on square footage, and.

**WHEREAS**, the Village recognizes that the police impact fees should be based on the best available research, data and analysis, 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 BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

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

**Section 2.** ~~Section 32.44, Police Impact Fee Imposition, of the Code of Ordinances for North Bay Village is hereby amended as follows:~~

**Chapter 39 of the North Bay Village Code of Ordinances entitled “Police Department” is created to read as follows:**

**POLICE DEPARTMENT**

**§ ~~32.40~~ 39.01 - Arrests without warrant.**

Any officer of the Village may arrest, without a warrant, any person committing a crime against the state, in his sight or presence, whether it be an offense against the Village or not. The arrested person shall be held for the Sheriff of Dade County.

*(1964 Code, § 15-7; Ord. 2, passed 8-9-45)*

**§ ~~32.41~~ 39.02 - Searches.**

Any officer of the Village may enter upon premises without a warrant if he observes an offense committed thereon or a fugitive flee thereto; otherwise he shall enter only with a search warrant to be issued by the judge of the appropriate court upon affidavit of reasonable cause existing to believe an offense has been or is being committed on the premises or that a fugitive from justice is on the premises. The warrant shall describe the premises briefly and may be served either by day or by night.

*(1964 Code, § 15-8; Ord. 2, passed 8-9-45)*

**§ ~~32.42~~ 39.03 - Salary incentive program.**

(A)

The standards under F.S. § 943.22, are hereby incorporated by reference as if fully set forth herein.

*(1964 Code, § 15-9; Ord. 241, passed 5-24-72)*

§ ~~32.43~~ 39.04- Reserve police officers.

(A)

There is created within the Police Department of the Village an additional category of police officers, designated as "reserve police officers."

(B)

Any person over the age of 18 years who holds a valid certificate issued by the State Criminal Justice Standards and Training Commission of the Department of Law Enforcement as provided in F.S. Ch. 943, be eligible for appointment as a reserve police officer of the Village upon filling out an employment application, successfully passing a background investigation, and upon recommendation for appointment by the Chief of Police approved by the Village Manager. The Chief of Police may require a physical agility or written examination of the applicant.

(C)

Appointment as a reserve police officer of the Village shall be for a period of one year subject to reappointment upon recommendation of the Chief of Police and approval of the Village Manager.

(D)

Reserve police officers for the Village shall be available upon designation by the Chief of Police to work part-time for the Police Department as sworn police officers within the limitations of the budget of the Village. However, under no circumstances shall such reserve police officers become regular police officers of the Village without first going through the regular selection process of the Village.

(E)

Reserve police officers while performing regular police duties on a part-time basis shall receive an hourly salary for each hour worked based upon the hourly salary received by starting patrolman of the Village. Reserve police officers shall not be entitled to civil service benefits or be members of the retirement system of the Village or other employee benefits. Reserve police officers shall not be considered as regular employees and members of any collective bargaining unit.

(Ord. 81-13, 7-15-81)

§ ~~32.44~~ 39.05- Police impact fee imposition.

- (A) The purpose of this section is to ensure that all new development bears its proportionate share of the infrastructure costs they impose on the community. The Village Commission declares that the goal of this section is the establishment of a uniform and consistent method of determining and allocating the cost for police facilities and equipment.
- (B) Except as provided herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a police impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.
- (C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated police impact fees due to the Village. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

Police impact fee formula. The police impact fee schedule shall be as follows:

| Type of Building Usage | Impact Fee                        |
|------------------------|-----------------------------------|
| Single-Family Detached | \$570.00 per unit                 |
| Multi-Family           | \$429.00 per unit                 |
| Hotel/Motel            | \$286.00 <u>per unit</u>          |
| Retail/Commercial      | \$696.00 <u>per 1,000 sq. ft.</u> |
| Office/Institutional   | \$279.00 <u>per 1,000 sq. ft.</u> |

|            |                                   |
|------------|-----------------------------------|
| Industrial | \$167.00 <u>per 1,000 sq. ft.</u> |
| Warehouse  | \$105.00 <u>per 1,000 sq. ft.</u> |

(GD) Adjustment formula and escalation provisions. The Village shall automatically adjust the charges set forth herein annually, effective January 1, 2009. Automatic escalations shall be four percent per year to cover the annual interest rate and increased operations and maintenance requirements.

(HE) Collection of fees. Except as provided in subsection (B), the fee shall be paid to the Building Department prior to the issuance of a building permit for each unit. All monies shall be deposited in the Village's Police Improvement Trust Fund and used solely for the purposes specified herein.

(F) Exemptions. The following exemptions from the required fees shall be permitted:

- (1) Alterations of an existing building, which will not result in an increase in the number of residential units.
- (2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure with the same number of units.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

- (3) Except as provided in subsection (C), credit against impact fees otherwise due will not be provided until the construction is completed and accepted by the Village in accordance with Village Standards.

Any claim for credit must be made no later than the time that the applicable impact fee is due (at the time of issuance of a building permit or development order). Any claim not so made shall be deemed waived. Credits shall not be transferable from one project or development to another. Credits shall not be transferable from one component of the police impact fee to another component of the impact fee.

Determinations made by the Village Manager or his designee pursuant to the credit provisions of this section may be appealed to the Village Commission by filing a written request with the Village Manager within ten days of the Village Manager's determination.

- | (KG) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.
- | (LH) In addition to the police impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to police facilities and equipment.
- | (MI) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

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

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

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

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

A motion to approve the foregoing Ordinance on first reading on April 14, 2015 was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Richard Chervony.

**The Votes were as follows:**

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

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

**FINAL VOTES AT ADOPTION:**

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

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

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

**ATTEST:**

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

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

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

(North Bay Village Ordinance: Amendment to Police Impact Fee Schedule)



## North Bay Village

Administrative Offices

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

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### MEMORANDUM

North Bay Village

**DATE:** March 31, 2015

**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 THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING SECTION NUMBERS 32.40 THROUGH 32.44 AND CREATING A NEW CHAPTER 39 ENTITLED "POLICE DEPARTMENT" WITH SECTIONS 39.01 THROUGH 39.05; AMENDING SECTION 39.05, POLICE IMPACT FEE IMPOSITION BY REVISING SECTIONS C, G, H, I K, L AND M; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim





## **Staff Report**

### **Land Development Code Text Amendments**

*Prepared for:* North Bay Village  
Commission

*Applicant:* Cedar Island L.P.

*Site Address:* 7922 East Drive

*Request:* Amendments to Sections 152.003,  
152.0296, 152.042, and 155.17 of the  
North Bay Village Land Development  
Code



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### General Information

|                         |                                |
|-------------------------|--------------------------------|
| Owner/Applicant:        | Cedar Island L.P.              |
| Applicant Address:      | Not given                      |
| Site Address:           | 7922 East Drive                |
| Contact Person:         | James Mackenzie                |
| Applicant Phone Number: | 305-866-1623                   |
| E-mail Address          | james@architectureworksllc.com |

|                 | Existing                              |
|-----------------|---------------------------------------|
| Future Land Use | High Density Multi-family Residential |
| Zoning District | RM-70                                 |
| Use of Property | Vacant                                |
| Acreage         | 11,200 sq ft                          |

### Legal Description of Subject Property

HARBOR ISLAND PB 44-72 LOT 83

### Request

The Applicant is proposing an Ordinance to amend Sections 152.003, 152.0296 and 152.042 and 155.17 of the North Bay Village Land Development Code as follows:

#### Section 152.003

*Parking space, off-street.* An all-weather surfaced area, exclusive of streets, alleys, and driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by an all-weather surfaced driveway, which affords ingress and egress for a vehicle without requiring another vehicle to be moved. When developing under the PRD regulations found in Section 152.0296, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.



**Sec. 152.0296(F)(5)**

*Design.* A standard space shall be a minimum of nine feet by 18 feet zero inches long, except for parallel parking in which the space shall be nine feet six inches wide by 21 feet zero inches long. The driveway required in 90-degree parking shall be a minimum of 22 feet zero inches wide. Not less than two percent of required parking spaces shall be allocated for handicapped usage. The parking design for handicapped spaces shall be consistent with applicable state standards.

Notwithstanding the above or the requirements of Section 152.042, mechanical parking lifts may be permitted in an enclosed garage structure if approved by the Village Commission through the PRD site plan review process. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Both parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. A mechanical parking structure may be permitted if it meets the following standards:

- (a) The mechanical parking lifts and the garage structure shall be designed so that the noise or vibration from the operation of the lifts shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions.
- (b) All mechanical parking lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once annually.
- (c) All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.
- (d) All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
- (e) The ceiling heights of any parking level with parking lifts within a garage shall be a minimum of 11 feet, six inches.
- (g) Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps that are smaller than twenty-two (22) feet in width shall either be limited to "one way" traffic or shall be designed so that gates or other barriers prevent the entry of more than one vehicle at a time. No drive aisle may be less than 13 feet in width.
- (h) All non-mechanical parking spaces in the garage structure must measure at least nine feet in width by eighteen feet in depth.



### Section 152.042(A)

*Definition.* For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. Mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay district if they meet the standards of Section 152.0296(F)(5). When developing under the PRD regulations found in Section 152.0296, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

### Section 155.17(A)

Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. For all parking facilities except for mechanical parking garages in the PRD Overlay district, [t]he following criteria shall also be considered:

## Consistency with Comprehensive Plan

The proposed Ordinance is consistent the North Bay Village Comprehensive Plan.

## Analysis

Sec. 152.100(A) of the Village Code of Ordinances states that changes to the zoning regulations shall be in general accord with sound principles of planning and zoning and with the purpose of the zoning regulations.

The current definition of a parking space found in the LDC defines an off-street parking space as a space "which affords ingress and egress for a vehicle without requiring another vehicle to be moved". Most mechanical parking lift designs require that the bottom car be removed from the lift before the top car can be removed. This action denies developers to count the top parking space towards the number of required parking spaces. The Applicant would like to use mechanical parking lifts for this project and count the additional parking spaces that mechanical parking lifts provide towards the number of required parking spaces. This proposed language allows this action only when developing under the PRD regulations found in Section 152.0296, and therefore, only allows this type of parking in limited situations.



The minimum drive aisle width allowed in projects developed under the PRD regulations is 22 feet. This proposed project is on a single lot site which is 80 feet wide. In order to provide the required parking for 16 dwelling units and the necessary guest parking, the applicant maintains that two parking levels must be used and that it is not possible to adhere to the 22 foot wide aisle requirement. What is being proposed is language that would allow narrower aisles and the use of gates to control the ingress and egress of traffic such that these aisles would be limited to one-way traffic. Similar to the use of the parking lifts, this language only revises the minimum aisle width for projects developing under the PRD regulations.

### **Planning & Zoning Board Recommendation**

The North Bay Village Planning and Zoning Board recommended approval of text amendment by a vote of 4-1 on April 7, 2015.

### **Discussion from the Planning & Zoning Board Meeting**

There was much discussion at the Planning & Zoning Board meeting from both the board members and the public that attended. One of the most significant and repeated concerns was that allowing the parking lifts could create a situation whereby the residents of the proposed development would use the street parking rather than take the time and effort to operate the parking lifts. Staff recognizes that if this hypothetical situation became a reality, it could place further burden on the already limited Harbor Island street parking.

Conversely, the applicant has demonstrated that the width of the single lot and the constraints of the required setbacks makes it impossible to build the typical parking ramps which are utilized in larger developments. These constraints effectively precludes the building of more than two levels of parking on single lot sites in the RM-70 zoning district. Hence, the applicant is requesting text amendments to the Village Code to allow narrower drive aisles and mechanical parking lifts.

Due to concerns raised at the P&Z meeting, we recommend that the proposed text amendment be revised to apply only to single lot sites in the RM-70 which are developing under the PRD regulations.



## Recommendations

Staff recommends **approval** of the proposed text amendments with the following minor revisions (highlighted); such that these proposed LDC amendments will only affect the minimum aisle width and the use of mechanical parking lifts to provide additionally required parking when developing on single lots using the PRD regulations. The proposal will allow developers more flexibility when developing on single lots in the RM-70 district. In Staff's opinion, these proposed amendments are in general accord with sound principles of planning and zoning and with the purpose of the zoning regulations.

### Sec. 152.0296(F)(5)

*Design.* A standard space shall be a minimum of nine feet by 18 feet zero inches long, except for parallel parking in which the space shall be nine feet six inches wide by 21 feet zero inches long. The driveway required in 90-degree parking shall be a minimum of 22 feet zero inches wide. Not less than two percent of required parking spaces shall be allocated for handicapped usage. The parking design for handicapped spaces shall be consistent with applicable state standards.

For single lot sites only:

Notwithstanding the above or the requirements of Section 152.042, mechanical parking lifts may be permitted in an enclosed garage structure if approved by the Village Commission through the PRD site plan review process. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Both parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. A mechanical parking structure may be permitted if it meets the following standards:

- (a) The mechanical parking lifts and the garage structure shall be designed so that the noise or vibration from the operation of the lifts shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions.
- (b) All mechanical parking lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once annually.
- (c) All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.
- (d) All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.



- (e) The ceiling heights of any parking level with parking lifts within a garage shall be a minimum of 11 feet, six inches.
- (g) Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps that are smaller than twenty-two (22) feet in width shall either be limited to "one way" traffic or shall be designed so that gates or other barriers prevent the entry of more than one vehicle at a time. No drive aisle may be less than 13 feet in width.
- (h) All non-mechanical parking spaces in the garage structure must measure at least nine feet in width by eighteen feet in depth.

**Section 152.042(A)**

*Definition.* For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. On single lot sites only, mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay district if they meet the standards of Section 152.0296(F)(5). When developing under the PRD regulations found in Section 152.0296, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

**Section 155.17(A)**

Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. For all parking facilities except for mechanical parking garages on single lot sites in the PRD Overlay district, [t]he following criteria shall also be considered:

Submitted by:

*James G. LaRue*  
James G LaRue, AICP  
Planning Consultant

May 1, 2015

Hearing: North Bay Village Commission, May 12, 2015





## **Staff Report Site Plan**

*Prepared for:* North Bay Village,  
Commission

*Applicant:* Cedar Island L.P.

*Site Address:* 7922 East Drive

*Request:* Site Plan Approval for  
Multi-family residential building  
(condominium)



Planning  
& Management Services, Inc.  
1375 Jackson Street, Suite 206  
Fort Myers, Florida  
239-334-3366

Serving Florida Local Governments Since 1988

**General Information**

|                         |                                |
|-------------------------|--------------------------------|
| Owner/Applicant:        | Cedar Island L.P.              |
| Applicant Address:      | Not given                      |
| Site Address:           | 7922 East Drive                |
| Contact Person:         | James Mackenzie                |
| Applicant Phone Number: | 305-866-1623                   |
| E-mail Address          | james@architectureworksllc.com |

|                 | Existing                              |
|-----------------|---------------------------------------|
| Future Land Use | High Density Multi-family Residential |
| Zoning District | RM-70                                 |
| Use of Property | Vacant                                |
| Acreage         | 11,200 sq ft                          |

**Legal Description of Subject Property**

HARBOR ISLAND PB 44-72 LOT 83

**Request**

The applicant is requesting site plan approval pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances for development of a 16 unit, 13 story multi-family condominium structure in the RM-70 (high density multiple-family residential) zoning district, utilizing the PRD regulations found in Section 152.0296 of the North Bay Village Code.

Additionally, the applicant is proposing an ordinance to amend the North Bay Village Land Development Code. This language revision establishes the use of mechanical parking lifts to provide two parking spaces per lift, both of which may be counted toward the required number of off-street parking spaces; and allows for the use of access aisles narrower than the current minimum of 22 feet, in conjunction with gates to control one-way drive usage.



**Consistency with Comprehensive Plan**

The multifamily residential use is consistent with the description of the Residential Future Land Use category under Policy 2.1.1a of the Future Land Use Element.

**Adjacent Land Use Map Classifications and Zoning District**

|              |                   |                                       |
|--------------|-------------------|---------------------------------------|
| <b>North</b> | Future Land Use   | High Density Multi-Family Residential |
|              | Zoning District   | RM-70                                 |
|              | Existing Land Use | Condominiums                          |
| <b>East</b>  | Future Land Use   | High Density Multi-Family Residential |
|              | Zoning District   | RM-70                                 |
|              | Existing Land Use | Condominiums                          |
| <b>South</b> | Future Land Use   | High Density Multi-Family Residential |
|              | Zoning District   | RM-70                                 |
|              | Existing Land Use | Condominiums                          |
| <b>West</b>  | Future Land Use   | Water                                 |
|              | Zoning District   | Water                                 |
|              | Existing Land Use | Biscayne Bay                          |



**Adequacy of Public Facilities**

Traffic Analysis

The applicant has provided evidence that the existing facilities have sufficient capacity.

Water and Sewer Analysis

The applicant has provided evidence that the existing facilities have sufficient capacity or that capacity will be expanded to accommodate the proposed development.

**Comparison of Submitted Site Plan With Land Development Regulations**

| Section  | Regulation                             | Required   | Provided                        |     |
|--|--|--|---------------------------------|-----|
| Comprehensive Plan<br>Future Land Use<br>Policy 2.1.1a | Maximum density                        | 70 dwelling units per<br>acre  | 62.2 dwelling units<br>per acre |     |
| <b>North Bay Village LDC</b>                           |  |  |                                 |     |
| 152.029(C)(3)  | Required lot area per<br>dwelling unit | Unit type  | 10,960 < 11,200                 |     |
|  |  | Lot<br>area/unit   |                                 |     |
|  |  | Efficiency   |                                 | 620 |
|  |  | 1-br   |                                 | 620 |
|  |  | 2-br   |                                 | 685 |
| 3-br   | 750                                    |  |                                 |     |
|  |  | <u>16 x 685 = 10,960</u>   |                                 |     |
| 152.029(C)(5)  | Minimum pervious<br>area               | 20% of total parcel<br><br><u>20% of 11,200 = 2,240</u><br>sq ft   | 6,640 sq ft                     |     |
| 152.029(C)(7)  | Baywalk/boardwalk<br>requirement       | A public access<br>boardwalk must be<br>provided along<br>shoreline and access<br>to that boardwalk must<br>be provided with a<br>walkway from the<br>ROW. Dedicated<br>easements shall be<br>recorded for the<br>boardwalk and access<br>corridors. | Provided                        |     |



| Section         | Regulation                  | Required   | Provided  |
|-----------------|-----------------------------|--|---|
| 152.0296(D)(2)  | Minimum lot area            | Property shall contain at least one legally platted lot for the construction of no less than 10 residential units and 20 parking spaces (off-street), or two, but not more than three, platted lots contiguous   | Lot is 11,200 sq ft (0.77 acres) and is of adequate size to build at least 10 dwelling units. |
| 152.0296(D)(3)  | Unity of title              | If property consists of two or more lots, unity of title shall be submitted  | N/A   |
| 152.0296(D)(4)a | FAR                         | Total gross area of a building or buildings, excluding parking garage structure, on any lot divided by the area of the lots. No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.<br><br><u>Allowed up to 33,600 SF of GFA.</u> | 28,887 sq ft  |
| 152.0296(D)(4)c | Amenities sq ft restriction | No more than one-half of a floor area used for amenities can be allocated for dwelling units   | In compliance   |



| Section         | Regulation                              | Required  | Provided  |
|-----------------|---|---|---|
| 152.0296(D)(4)d | Maximum building height                 | No structure shall exceed 170 feet in overall height above base flood elevation (BFE) including all structures for stairways, storage, mechanical, elevator, recreational uses, et cetera. The total area of these uses shall not exceed 30 percent of the footprint of the last residential floor. Moreover, an elevator shaft may exceed 160 feet in height based on evidence of necessity as a result of requirements for elevator construction. The roof of any residential dwelling unit shall not be higher than 150 feet from BFE. | Total building height is 156 ft 2 in, but only 148 ft 2 in above BFE. |
| 152.0296(E)     | Uses permitted                          | Multifamily residential and recreational facilities ancillary thereof   | In compliance   |
| 152.0296(F)(1)a | Minimum front pedestal setback          | 20 ft   | Applicant applying flex setbacks, see below                           |
| 152.0296(F)(1)b | Minimum front tower setback             | 25 ft   | Applicant applying flex setbacks, see below                           |
| 152.0296(F)(1)c | Minimum rear pedestal and tower setback | 25 ft   | Applicant applying flex setbacks, see below                           |
| 152.0296(F)(1)d | Minimum pedestal side setbacks          | 10 ft   | Applicant applying flex setbacks, see below                           |
| 152.0296(F)(1)d | Minimum tower side setbacks             | 15 ft on one side.<br>20% of frontage on the other side   | Applicant applying flex setbacks, see below                           |



| Section        | Regulation   | Required   | Provided  |
|----------------|--------------|--|---|
| 152.0296(F)(2) | Flex setback | <p>The total floor area of encroachment (which shall exclude a maximum of 25 percent of the total square footage of all the balconies on the plan), into the setbacks must be adjusted by deducting it from the buildable "box" allowed under the standard setback regulations provided below and in no instance is the designer allowed to build more area per floor than what is permitted under this buildable box, and in no instance may any wall length which encroaches into any side yard setback be longer than one-third of the length of a wall (which shall not include balconies with railings or other physical containment which do not exceed 42 inches in height) which is permitted under the buildable box and the standard setback regulations provided below. The length of wall measurement shall be made at the point of maximum encroachment into the flex setback area.</p> | <p>Pedestal buildable box: 5,700 sf</p> <p>Pedestal footprint: 5,467 sf</p> <p>Tower buildable box: 4,410 sf</p> <p>Tower footprint: 4,449 sf</p> <p>Tower footprint with 25% of balcony area subtracted: 4,290.75 sf</p> |



| Section         | Regulation   | Required   | Provided   |
|-----------------|--|--|--|
| 152.0296(F)(3)  | Maximum building height                            | No structure shall exceed 150 feet from base flood elevation to the roof of the last residential floor and 160 feet for the overall height of the structure, as defined in section (4)d. further provided, no pedestal shall exceed 30 feet in height. | Total building height is 156 ft 2 in, but only 148 ft 2 in above BFE. Top of pedestal is 22 ft 9 in above BFE. |
| 152.0296(F)(4)a | Minimum number of parking spaces per dwelling unit | Off-street parking shall be required on a basis of two spaces per residential unit, and such other requirements as defined in section 152.042 except as defined herein.<br><br>16 x 2 = 32   | 36 parking spaces  |
| 152.044(A)(2)   | Minimum number of parking spaces for guests        | 10% of total required spaces<br><br>10% of 32 = 4 guest parking spaces required  |  |
|                 | Total parking spaces required                      | 32 + 4 = 36 parking spaces required  |  |
| 152.0296(F)(4)b | Parking screening                                  | All parking spaces must be screened from ground level view.  | All parking provided within garage   |
| 152.0296(F)(5)  | Minimum parking space dimensions                   | Standard spaces shall be at least 9 by 18 feet.<br><br>Parallel parking spaces shall be at least 9.5 by 21 feet.   | provided   |



| Section                 | Regulation                                   | Required  | Provided  |
|-------------------------|--|---|---|
| 152.0296(F)(5)          | Minimum parking aisles width                 | 90 degree parking aisles shall be at least 22 feet wide.  | Applicant is proposing text amendment language to allow 2 way aisles to be narrower than current standard and be used with gates to limit traffic to one-way usage. |
| 152.0296(F)(5)          | Minimum number of handicap parking spaces    | Not less than two percent of required parking spaces shall be allocated for handicapped usage.<br><br>2% of 36 = 1 handicap parking space required  | 2 handicap accessible parking spaces  |
| ADA Parking Requirement | Minimum number of handicap parking spaces    | 2 handicap accessible parking spaces required according to ADA regulations  |   |
| 5.2.2(a)(3)             | Minimum handicapped parking space dimensions | Must comply with all applicable accessibility standards   | Provided  |
| 152.0296(F)(6)          | Provision for entrance feature               | A covered/sheltered entrance feature shall be permitted to the front property line. Fourteen feet of vertical clearance shall be provided. If loading spaces are provided at this location, 14½ feet of vertical clearance shall be provided. Columns may be provided to support porte cochere. | Provided  |



| Section        | Regulation | Required   | Provided      |
|----------------|------------|--|---------------|
| 152.0296(F)(7) | Balconies  | <p>Exterior balconies/terraces and covered walkways excluding rooftops and other non-covered areas may extend into setbacks a maximum of 25 percent of the allowable setback measurement but may not extend beyond the pedestal setback. Balconies projecting into setbacks shall be deemed as encroachments herein, but shall not be calculated as part of the floor area ratio. Notwithstanding anything herein to the contrary, in no event shall the total square footage of balconies exceed more than 25 percent of the total square footage of the buildable box.</p> | In compliance |



LaRue

| Section        | Regulation   | Required  | Provided  |                  |            |     |      |     |      |       |      |       |  |
|----------------|--|---|---|------------------|------------|-----|------|-----|------|-------|------|-------|--|
| 152.0296(F)(8) | Landscaping  | A minimum of 30 percent of the exposed roof deck of the pedestal and any open areas with amenities shall be landscaped, and in addition "hardscape" (pavers, fountains, awnings, etc.) may be permitted if approved by the Village. An applicant shall be required to submit a detailed landscape plan to the Village. The landscape plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property. | In compliance   |                  |            |     |      |     |      |       |      |       |  |
| 152.0296(F)(9) | Minimum unit size  | <table border="1"> <thead> <tr> <th>Unit type</th> <th>Floor Area sq ft</th> </tr> </thead> <tbody> <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> </tbody> </table>   | Unit type   | Floor Area sq ft | Efficiency | 600 | 1-br | 900 | 2-br | 1,200 | 3-br | 1,350 | All units are two-bedroom size. Smallest units are 1,499 sf. |
| Unit type      | Floor Area sq ft   |   |   |                  |            |     |      |     |      |       |      |       |  |
| Efficiency     | 600  |   |   |                  |            |     |      |     |      |       |      |       |  |
| 1-br           | 900  |   |   |                  |            |     |      |     |      |       |      |       |  |
| 2-br           | 1,200  |   |   |                  |            |     |      |     |      |       |      |       |  |
| 3-br           | 1,350  |   |   |                  |            |     |      |     |      |       |      |       |  |
| 152.042(A)     | Parking spaces to meet minimum definition of 'parking space' | An "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved.  | Applicant is proposing text amendment language to allow mechanical parking lifts to be used to provide 2 parking spaces per lift. |                  |            |     |      |     |      |       |      |       |  |
| 152.042(K)     | Minimum setback of ROW from parking spaces                   | 20 ft   | In compliance   |                  |            |     |      |     |      |       |      |       |  |



LaRue

| Section          | Regulation  | Required  | 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  | In compliance    |        |         |   |               |   |                |   |          |   |                 |
| 152.042(P)       | Back-out parking prohibition                            | Parking spaces shall be designed so that no vehicle shall be required to back into a public ROW to obtain egress  | Provided         |        |         |   |               |   |                |   |          |   |                 |
| 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.  | N/A              |        |         |   |               |   |                |   |          |   |                 |
| 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    |        |         |   |               |   |                |   |          |   |                 |
| 152.045(F)(2)    | Minimum number of loading spaces for multi-family       | <table border="1"> <thead> <tr> <th>Gross floor area</th> <th>Spaces</th> </tr> </thead> <tbody> <tr> <td>&lt;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>&gt;100,000</td> <td>3</td> </tr> </tbody> </table> <p>28,887 sq ft = 1 required loading space</p> | Gross floor area | Spaces | <25,000 | 0 | 25,000-50,000 | 1 | 50,000-100,000 | 2 | >100,000 | 3 | 1 loading space |
| Gross floor area | Spaces  |   |                  |        |         |   |               |   |                |   |          |   |                 |
| <25,000          | 0   |   |                  |        |         |   |               |   |                |   |          |   |                 |
| 25,000-50,000    | 1   |   |                  |        |         |   |               |   |                |   |          |   |                 |
| 50,000-100,000   | 2   |   |                  |        |         |   |               |   |                |   |          |   |                 |
| >100,000         | 3   |   |                  |        |         |   |               |   |                |   |          |   |                 |
| 152.056          | Maximum balcony encroachment in to side or rear yard    | 4 ft  | 4 ft             |        |         |   |               |   |                |   |          |   |                 |



| Section    | Regulation                      | Required   | Provided   |
|------------|---------------------------------|--|--|
| 155.18(A)3 | Dumpster screening              | 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.  | 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. | Plans state that future roof equipment will be screened. |
| 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.   | In compliance  |
| 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   |



| Section  | Regulation              | Required   | Provided          |
|--|-------------------------|--|-------------------|
| <b>Miami-Dade Biscayne Bay Management Plan</b> |                         |  |                   |
| 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.<br><br><u>~57 ft required</u>                      | Not in compliance |
| 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.<br><br><u>16 ft required</u> | Not in compliance |
| 33D-38(3)                                      | Minimum side setback    | Minimum of 25 ft   | Not in compliance |
| 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  |

**Planning & Zoning Board Recommendation**

The North Bay Village Planning and Zoning Board recommended approval of the site plan with the staff recommended conditions by a vote of 5-0 on April 7, 2015.



## Recommendations

If the Land Development Code amendments are approved as revised in the recommendations of the text amendment staff report, then Staff recommends **approval** of the site plan based on our analysis 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 an irrigation plan which meets Miami-Dade Chapter 18A requirements.
- 2) The public access easement and boardwalk easement must be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
- 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 any applicable impact fees.
- 6) Tie-in to Village's wastewater system at a Village designated location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
- 7) Applicant shall not lease or sell parking spaces.
- 8) Applicant shall not charge for guest parking.
- 9) Staging of construction materials shall occur off-site, and not on the public right-of-way.
- 10) Residents of this development shall not utilize street parking and may only use the required parking within the building.
- 11) 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.



- 12) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 13) 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.
- 14) All applicable state and federal permits must be obtained before commencement of construction.

*Submitted by:*

*James G. LaRue*  
James G. LaRue, AICP  
Planning Consultant

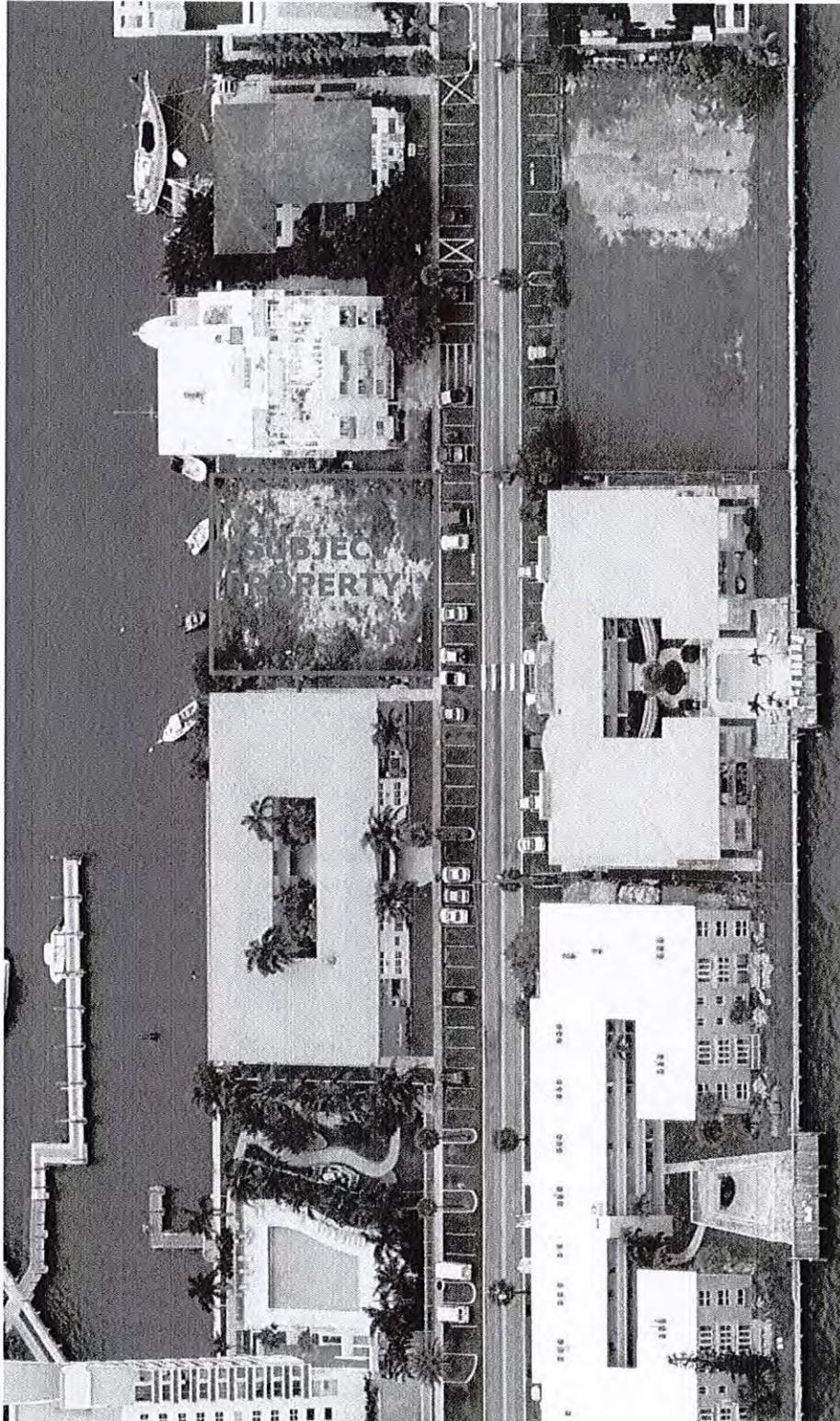
May 1, 2015

Hearing: North Bay Village Commission, May 12, 2015

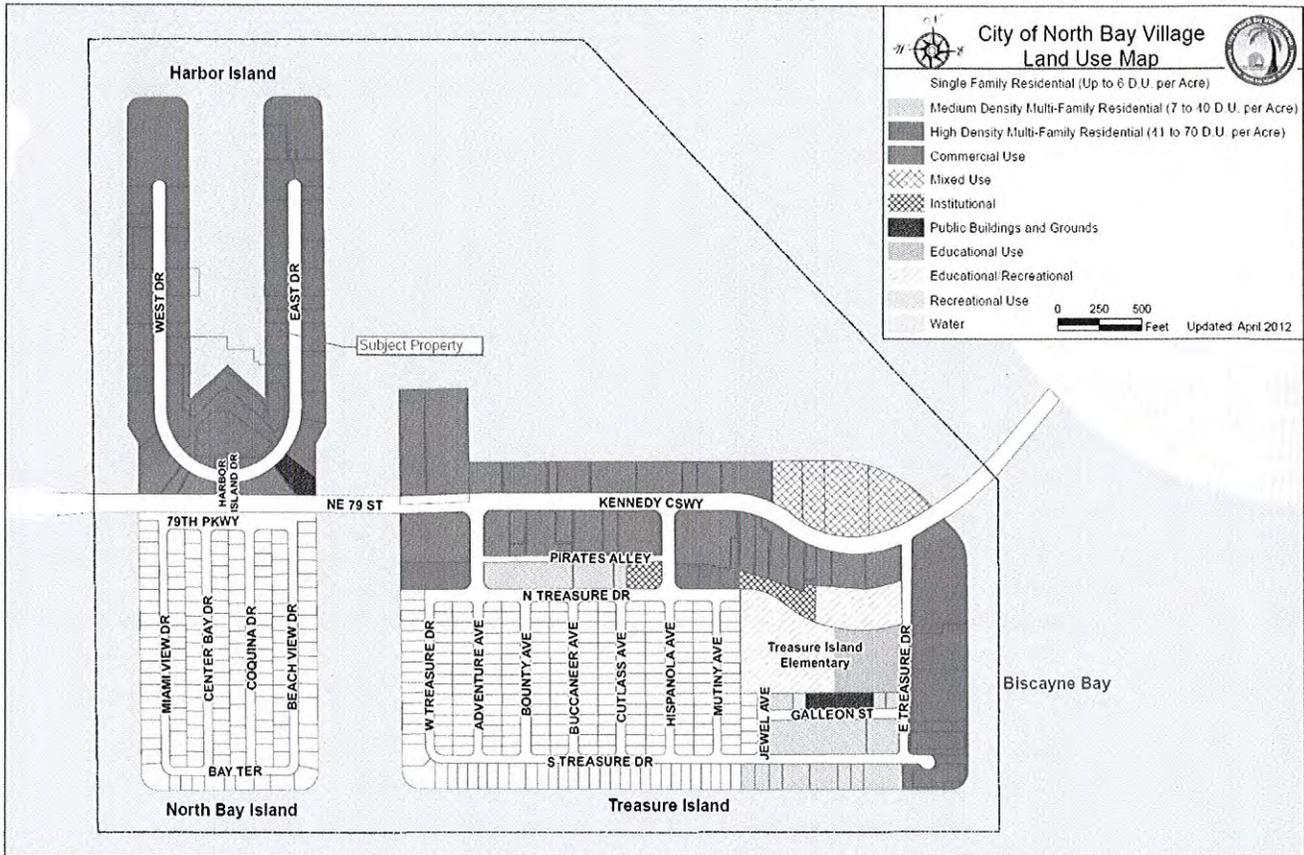
Attachments: Future Land Use Map  
Zoning Map  
Aerial photograph



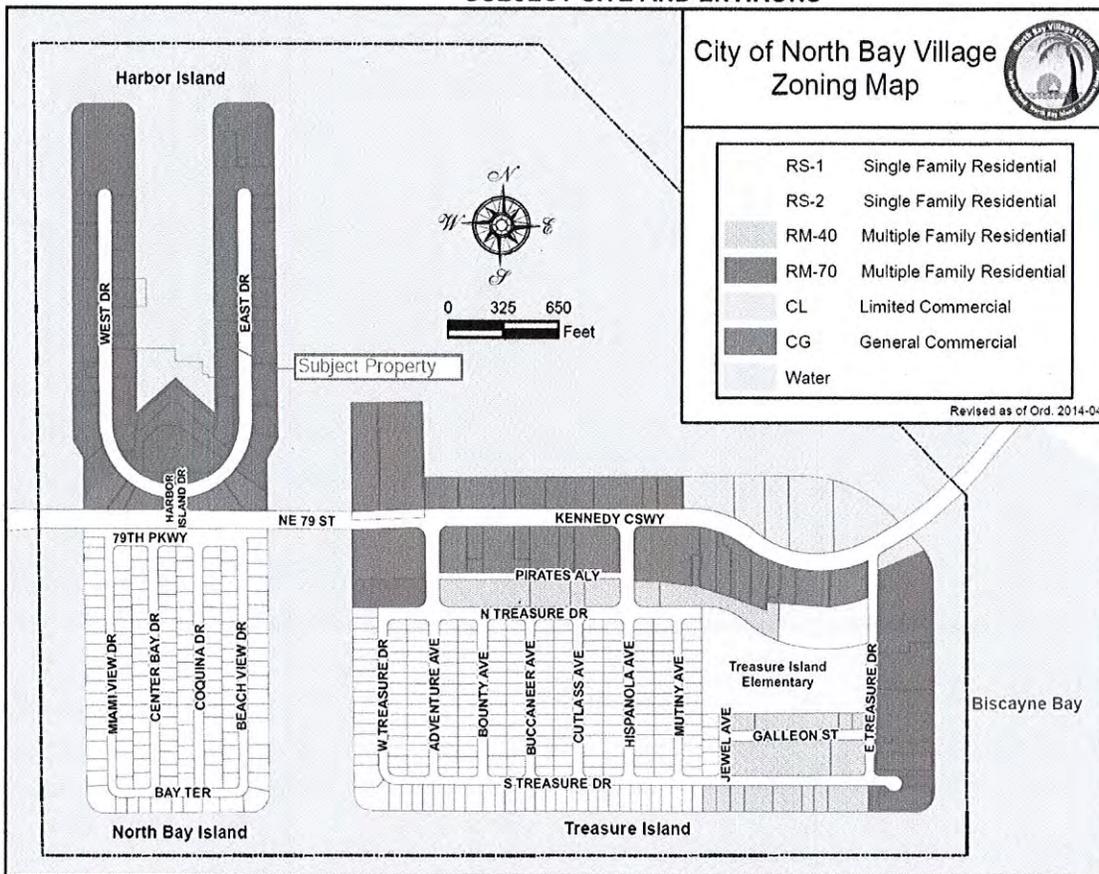
**AERIAL  
SUBJECT SITE AND ENVIRONS**



**FUTURE LAND USE  
SUBJECT SITE AND ENVIRONS**



**ZONING  
 SUBJECT SITE AND ENVIRONS**



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**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, MAY 12, 2015** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. **AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**
  - A. **A LAND DEVELOPMENT CODE TEXT AMENDMENT TO SECTIONS 152.0296, 152.042 AND 152.003 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN ORDER TO PERMIT THE USE OF MECHANICAL PARKING LIFTS TO PROVIDE 2 PARKING SPACES PER LIFT AND TO ALLOW DRIVE AISLES NARROWER THAN 22 FEET IN THE PRD ZONING OVERLAY; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**
  - B. **SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 16-UNIT, 13-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE. (FIRST READING)**

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

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

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

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR 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



## North Bay Village

Administrative Offices

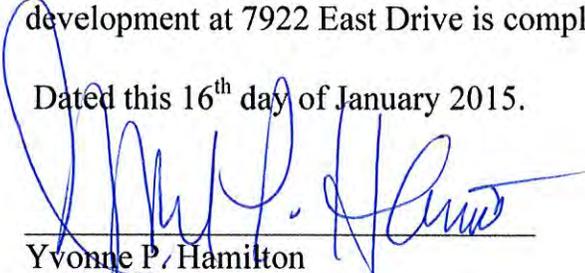
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

1. **AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**
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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 Cedar Island L.P. for development at 7922 East Drive is complete.

Dated this 16<sup>th</sup> day of January 2015.

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

(Planning & Zoning Board Meeting-2/3/2015)



## North Bay Village

Administrative Offices

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

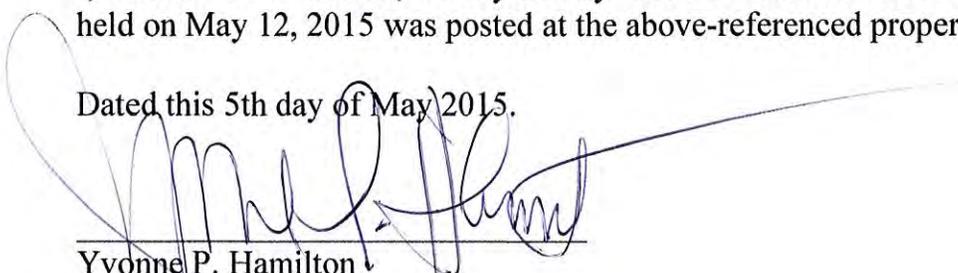
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**

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I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on May 12, 2015 was posted at the above-referenced property on May 2, 2015.

Dated this 5th day of May 2015.

  
Yvonne P. Hamilton  
Village Clerk

(Village Commission Meeting-May 12, 2015)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices

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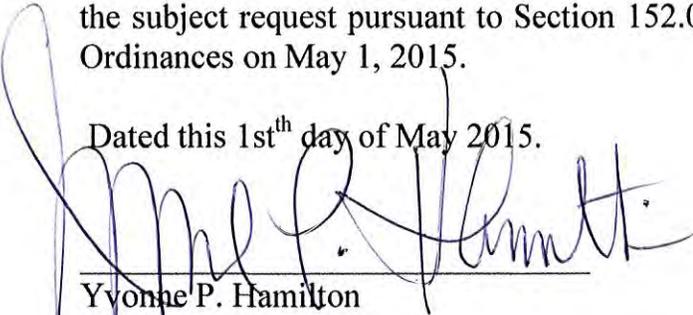
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**RE: AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**

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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 May 1, 2015.

Dated this 1st<sup>th</sup> day of May 2015.

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

(Village Commission Meeting-May 12, 2015)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

Owner/Occupant  
7915 East Drive, #1A  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1B  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1E  
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Owner/Occupant  
7921 East Drive, #20  
N. Bay Village, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 101  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 102  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
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N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
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OWNER/OCCUPANT  
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OWNER/OCCUPANT  
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OWNER/OCCUPANT  
7924 EAST DR., APT 406  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., PH  
N. BAY VILLAGE, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
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7928 East Drive, #302  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #401  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #402  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #501  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #502  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #601  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #602  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #701  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #702  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #801  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #802  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #901  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #902  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #302  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1001  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1002  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1101  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1102  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1201  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1202  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1401  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1402  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1501  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1502  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1601  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1602  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1801  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #1802  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #2001  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #2002  
N. Bay Village, FL 33141

**NORTH MIAMI BEACH**

# Vallejo remains mayor

• ELECTION, FROM ?7NE

**enforcement boards.**

**ELECTION GROUP 7**

Incumbent Marlen Martell is a professor in the Public Administration Department at FIU and is running for her second term. Recently, Martell spearheaded a transparent ethics policy for city-funded travel and helped develop stronger commitments to improve schools with the Miami-Dade Public School District administration. Martell said she wants to continue the good work the city achieved in developing private/public partnerships, such as with the Boca Juniors soccer training center. Public safety is an important issue for Martell, and she supported new vehicles for the police department. Martell said she wants enhancements for the public parks and has supported efforts by city officials to overhaul zoning and land use laws to encourage more growth and development in the city.

Paulie Villard is a new-comer to North Miami Beach politics. According to her Facebook page, Villard recently retired as a Miami police officer after 28 years of service and earned a Bachelor's Degree in Public Administration. Master's Degree in Early Childhood Education with Minor in Pre-K Primary from Barry University. Villard did not respond to requests for an interview but did announce her candidacy at the last city council meeting, in which she was reminded that campaigning on the dais was illegal.

## MEETING NOTICES

May 4 - 8, 2015

**MONDAY, May 4**

1:00 p.m. Special MB Employees' Retirement Plan Bd. of Trustees  
 3:30 p.m. Transport., Prg. & Bicycle-Pedestrian Facilities Comm.  
 Pension Office  
 Conference Room,  
 1st Floor, City Hall  
 Park, Dept. 291, Exec. Conf. Room, 1755 Meridian Ave.

**TUESDAY, May 5**

8:30 a.m. Design Review Board\*

10:00 a.m. MB Employees' Retirement Plan Board of Trustees  
 10:30 a.m. MB Convention Center Advisory Board  
 Commission  
 Chambers  
 Third Floor, City Hall  
 Pension Office  
 Conference Room,  
 1st Floor, City Hall  
 1901 Convention Ctr., Board Room,  
 4th Floor

**WEDNESDAY, May 6**

8:30 a.m. City Commissioner\*  
 5:30 p.m. Parks and Recreation Facilities Advisory Board  
 Commission  
 Chambers Third Floor, City Hall  
 City Manager's Large Conf. Rm., 4th Fl, City Hall

**THURSDAY, May 7**

8:00 a.m. Mayor's Blue Ribbon Panel on North Beach  
 9:00 a.m. Miami Beach Cultural Arts Council  
 9:00 a.m. Special Master Hearings  
 Normandy Shores Golf Club, 2401 Biarritz Drive  
 TED Conf. Rm., 5th Floor, 1755 Meridian Avenue  
 Commission Chambers  
 Third Floor, City Hall

**FRIDAY, May 8**

No Meetings Scheduled  
 For any and/or all of the above meetings, one or more members of the Miami Beach City Commission may be in attendance and participate in discussions.  
 \* Aired live on MBTV. AT&T Uverse 99. Atlantic Broadband ZL Digital 90.8, 107.3

\*\*\* Commission Committee meeting aired live on MBTV  
 \*\*\* Commission Committee meeting with delayed broadcasting on MBTV  
 No. 0001444997-01



We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historical community. City Hall is located at 1700 Convention Center Drive, and the Miami Beach Convention Center is located at 1901 Convention Center Drive. Any meeting may be opened and continued, and under such circumstances, additional legal notices will not be provided. To request this material in alternate format, sign language interpreter (three-day notice required), information on access for or participants in this meeting, or any accommodation to review any document for participants in this meeting, please contact the City Clerk's Office at (305) 756-7171, Ext. 1711, in English or Spanish, then option 6. TTY users should call (305) 756-7171, Ext. 1711, Relay Service. A meeting not noticed in the Weekly Meeting Notice and determined to be an emergency meeting will be posted on the bulletin boards throughout City Hall and will be available on the City's website at: <http://www.miamibeachfl.gov/checked/default.aspx?ID=1772>

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may 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.



**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, MAY 12, 2015 AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE VILLAGE'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES, SECTION 163.317(3)(B); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING SECTION NUMBERS 32.40 THROUGH 32.44 AND CREATING A NEW CHAPTER 39 ENTITLED "POLICE DEPARTMENT" WITH SECTIONS 39.01 THROUGH 39.05; AMENDING SECTION 39.05, POLICE IMPACT FEE IMPOSITION, BY REVISING SECTIONS C, G, H, I, K, L AND M; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
3. AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
  - A. A LAND DEVELOPMENT CODE TEXT AMENDMENT TO SECTIONS 152.0236, 152.042 AND 152.003 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN ORDER TO PERMIT THE USE OF MECHANICAL PARKING LIFTS TO PROVIDE 2 PARKING SPACES PER LIFT AND TO ALLOW DRIVE AISLES NARROWER THAN 22 FEET IN THE PRD ZONING OVERLAY; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.
  - B. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 16-UNIT, 13-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE. (FIRST READING)

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

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

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

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR 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  
 (April 23, 2015)

| Existing and Approved Development with Public Access and Promenade Decks |                            |   | Baywalk Provided           | Public Access      |
|--|----------------------------|---|----------------------------|--------------------|
| MODA   | 8000 West Drive            | 285 Apartment Units                     | Under Construction         | Under Construction |
| 360 Development  | 7900 Harbor Island Drive   | 414 Unit Condominium + Marina Townhomes | Yes                        | No                 |
| Cielo  | 7935-37 East Drive         | 36 Unit Condominium                     | Yes                        | No                 |
| The Adagio   | 7939 East Drive            | 16 Unit Condominium                     | Yes                        | No                 |
| Eloquence  | 7928-7930 East Drive       | 120 Unit Condominium                    | Yes                        | No                 |
| Blue Bay*  | *7927-7929 West Drive      | 35 Unit Condominium                     | Yes                        | No                 |
| Space 01   | 7934 West Drive            | 54 Unit Condominium                     | Yes                        | No                 |
| 7914 West Drive LLC  | 7914-7916-7918 West Drive  | 52 Unit Condominium                     | Not Developed              |                    |
| Isle of Dreams   | 1415 Kennedy Causeway      | 237 Unit Condominium                    | Not Developed              |                    |
| North Bay Village Causeway LLC   | 1555 Kennedy Causeway      | 127 Unit Condominium/Commercial (MU)    | Not Developed              |                    |
| Bay View Terraces  | 1625 Kennedy Causeway      | 75 Unit Condominium                     | Yes                        | No                 |
| Bay Village Venture LLC  | 1725 Kennedy Causeway      | 43 Unit Condominium/Commercial (MU)     | Not Developed              |                    |
| 1755 NBV LLC   | 1755 Kennedy Causeway      | 137 Unit Condominium Hotel              | Not Developed              |                    |
| Bridgewater  | 1881/1909 Kennedy Causeway | 111 Unit Condominium                    | Yes                        | No                 |
| Treasures on the Bay   | 7501 East Treasure Drive   | 150 Unit Condominium                    | Yes (Not legally required) | Yes                |
| Treasures on the Bay   | 7525 East Treasure Drive   | 160 Unit Condominium                    | No                         |                    |
| Treasures on the Bay   | 1900 S. Treasure Drive     | 160 Unit Condominium                    | Yes (Not legally required) | Yes                |
| (MU-Mixed Use)   |                            |   |                            |                    |
|  |                            |   |                            |                    |
|  |                            |   |                            |                    |
| *There is one recorded easement for 7927-7929 West Drive                 |                            |   |                            |                    |



## 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** **MEMORANDUM**

**DATE:** February 20, 2013  
**TO:** Dennis Kelly  
Village Manager  
**FROM:** *Yvonne P. Hamilton*  
Yvonne P. Hamilton  
Village Clerk  
**SUBJECT:** Developments Bay Access

A review of the records found that the development approvals for the following properties contain language requiring the dedication of an easement for public access to the bay:

1. Bay View, 1625 Kennedy Causeway. The condition of approval required public access easements.
2. Bridgewater/1881-1909 Kennedy Causeway. The condition of approval states that the Village would secure public easement or right-of-way for the public to be able to utilize the boardwalk.
3. 360 Development/7900 Harbor Island Drive. The condition of approval states that public access to the boardwalk be secured and be usable by the Village.
4. Eloquence on the Bay, 7928-7930 East Drive. The condition of approval required the necessary easement instruments to perpetually ensure public accessibility to the baywalk, sidewalk links and other pedestrian amenities that must be provided for passive recreation.

*Exhibit 1*

*4/14/15 Commission Meeting*

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**MEMO TO VILLAGE MANAGER**  
**FEBRUARY 20, 2013**  
**PAGE 2 OF 2**

5. Cielo, 7935/7937 East Drive. The condition of approval states that public access must be given to the boardwalk by a recorded easement.
6. The Adagio, 7939 East Drive. The condition of approval states that public access must be given to the boardwalk, preferably by a recorded easement.
7. Blue Bay, 7927-7929 West Drive. The condition of approval states that public access must be given to the boardwalk, preferably by a recorded easement.
8. 7934 West Drive/Space 01. The condition of approval states that public access must be given to the boardwalk, preferably by a recorded easement.

One recorded easement was located for the property at 7927-7929 West Drive.

/yph

Cc: Village Commission  
Nina Boniske, Village Attorney  
Kathy Mehaffey, Assistant Village Attorney  
Jenice Rosado, Deputy Village Manager/HR Director



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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

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

**APRIL 14, 2015 - 7:31 P.M.**

#### 1. CALL TO ORDER

The meeting was called to order by Mayor Connie Leon-Kreps at 7:36 p.m.

#### PLEDGE OF ALLEGIANCE

Resident Reinaldo Trujillo led the Pledge of Allegiance.

#### ROLL CALL

Present were the following:

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

Also Present:

Frank K. Rollason, Village Manager  
Jenice Rosado, Deputy Village Manager/HR Director  
Brian Collins, Acting Police Chief  
Bert Wrains, Finance Director  
Rodney Carrero-Santana, Public Works Director  
Yvonne P. Hamilton, Village Clerk  
Jenorgen Guillen, Deputy Village Clerk

2. **A. PROCLAMATIONS AND AWARDS**

1. **Proclamation – April 2015-Child Abuse Prevention Month**  
*(Mayor Connie Leon-Kreps)*

The Mayor read a proclamation recognizing April 2015 as Child Abuse Prevention Month.

2. **City of Miami Beach 100<sup>th</sup> Birthday**  
*(Mayor Connie Leon-Kreps)*

The Mayor read and presented a proclamation to Commissioner Dee Weithorn of Miami Beach in recognition of the City's 100<sup>th</sup> birthday.

3. **Award – Benjamin & Ethan Morris**  
*(Commissioner Dr. Richard Chervony)*

Benjamin and Ethan Morris were recognized for the care and concern displayed for injured birds by raising funds to assist the Pelican Harbor Seabird Station.

4. **Award – Detective Steve Brent**  
5. **Award – Officer Frank Pieiga**

Detective Steve Brent and Officer Frank Pieiga were commended for returning three (3) runaway juveniles to their parents on March 2, 2015, and were presented with awards by Vice Mayor Jorge Gonzalez.

**B. SPECIAL PRESENTATIONS**

1. **KEEFE, MCCULLOUGH & COMPANY, LLP**  
**VILLAGE'S FINANCIAL AUDIT/CAFR REPORTS**

Cindy Culvert, CPA, Partner with Keefe, McCullough & Company, LLP presented the reports to the Commission.

**C. ADDITIONS AND DELETIONS**

Commissioner Richard Chervony requested to remove Item 10G from the Consent Agenda to be discussed separately.

**3. GOOD & WELFARE**

Fane Lozman, Doris Acosta, of 1790 S. Treasure Drive, Kevin Vericker, of 7520 Hispanola Avenue, Ana Watson, of 7945 East Drive, Lyn Regusa, of 1865 Kennedy Causeway, Jason Apolinario, Property Manager of 360 Development, Ann Bakst, of 1865 Kennedy Causeway, Andrew Reina, Property Manager of 7928 East Drive, Dana Soron, of 7904 West Drive, Al Coletta, of 7904 West Drive, Mireya Perez, 7911 East Drive, Gil Terem, 7915 East Drive, Gary Loft, of 7928 East Drive, Tania Soberon, 7904 West Drive, Nancy Ventura, of 7529 Bounty Avenue, Gary Loft, of 7928 East Drive, Gil Terem, of 7904 West Drive, Kathia Lopez, of 7904 West Drive, Adrian Alvarez, 7925 West Drive, Mario Garcia, 7540 Hispanola Avenue, Coco, of 7925 West Drive, Scott Hammil, of 7933 West Drive, Anthony Barsola, of 1790 South Treasure Drive, and Allan Weiner, of 7941 West Drive addressed the Commission.

**4. BOARD REPORTS**

**A. COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

**B. PLANNING & ZONING BOARD**

The Chair Reinaldo Trujillo encouraged the Village Commission to form a Signage Committee.

**C. YOUTH & EDUCATION SERVICES BOARD**

A report was not provided.

**5. PUBLIC SAFETY DISCUSSION**

Acting Chief Brian Collins discussed public safety issues.

**6. COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, Commissioner Richard Chervony, and Commissioner Eddie Lim gave oral reports.

**7. VILLAGE ATTORNEY'S REPORT**

Village Attorney Robert L. Switkes presented a report.

**8. VILLAGE MANAGER'S REPORT**

Commissioner Richard Chervony made a motion to hold a Budget Workshop on May 26, 2015 at 7:30 p.m. Commissioner Eddie Lim seconded the motion, and all voted in favor.

Vice Mayor Jorge Gonzalez requested that an item be added to the May 2015 Commission Meeting Agenda to appoint a Village liaison to the Pelican Harbor Seabird Station.

**A. Grant Writer's Report**

The Village Grant Writer, Lakeesha Morris, provided an update on the status of grants.

**B. Revised Trash Removal Schedule**

Item 8B was deferred to the next Commission Meeting.

**9. FINANCE REPORT**

The Finance Director Bert Wrains discussed the Village's financial status as of February 2015.

The Mayor recessed the meeting.

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE BULLETPROOF VEST PARTNERSHIP GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE IN THE AMOUNT OF \$5,160.87; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE \$5,160.87 IN MATCH FUNDING FROM THE STATE FORFEITURE FUND; AUTHORIZING THE ACTING POLICE CHIEF TO PURCHASE UP TO 18 BULLET PROOF VESTS TOTALING NO MORE THAN \$10,321.74 FROM THE STATE OF FLORIDA GSA APPROVED VENDOR; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$5,160.87 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF BULLETPROOF VESTS AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. NBV 2014-005 FOR VEHICLE TOWING SERVICES TO JUNIOR'S TOW AND STORAGE LLC AND DOWNTOWN TOWING COMPANY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXERCISE THE FIRST OF TWO OPTIONS TO RENEW THE LEASE AGREEMENT ("LEASE") BETWEEN NORTH BAY VILLAGE ("VILLAGE") AND CAUSEWAY TOWER LLC ("LESSOR"), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 300; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**
- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXPEND \$18,820 TO SFM SERVICES, INC. FOR REMOVAL OF TREES FROM PHILIP SCHONBERGER PARK AT 1841 GALLEON STREET; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN NORTH BAY VILLAGE AND THE FRATERNAL ORDER OF POLICE ASSOCIATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE VILLAGE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, ACCEPTING A PROPOSAL FROM EASY GRASS UNDER THE PIGGYBACK PURCHASE PROVISION PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FOR TURF REMOVAL AND INSTALLATION AT PHILIP SCHONBERGER PARK AT 1841 GALLEON STREET; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC, UNDER THE PIGGYBACK PURCHASE PROVISION PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FOR REPLACEMENT OF PLAYGROUND EQUIPMENT AT PHILIP SCHONBERGER PARK AT 1841 GALLEON STREET; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Wendy Duvall made a motion to approve the Consent Agenda Items. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

Item 10G was removed from the Consent Agenda and discussed separately.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK PLAZA AREA PHASE I; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Vice Mayor Jorge Gonzalez moved the item to the floor, and Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments.

Fane Lozman, Reinaldo Trujillo, of 7601 E. Treasure Drive, Kevin Vericker, of 7520 Hispanola Avenue, and the Village Grant Writer Lakeesha Morris addressed the Commission.

The Mayor closed the floor to public comments.

The vote on the motion to approve the Resolution was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Wendy Duvall, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

## **11. PLANNING & ZONING CONSENT AGENDA**

No items.

## **12. ORDINANCES FOR FIRST READING AND RESOLUTION**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE VILLAGE'S COMPREHENSIVE PLAN AS MANDATED BY FLORIDA STATUTES, SECTION 163.3177(3)(B); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (FIRST READING)**

The Village Clerk read the Ordinance by title.

The Village Planner Jim LaRue, LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, made a brief presentation on the item recommending approval.

The Mayor opened the floor to public comments, and there being no speakers; she closed the floor to public comments.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Richard Chervony seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall and Vice Mayor Jorge Gonzalez all voting Yes.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING SECTION NUMBERS 32.40 THROUGH 32.44 AND CREATING A NEW CHAPTER 39 ENTITLED "POLICE DEPARTMENT" WITH SECTIONS 39.01 THROUGH 39.05; AMENDING SECTION 39.05, POLICE IMPACT FEE IMPOSITION, BY REVISING SECTIONS C, G, H, I, K, L AND M; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; 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.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments, and there being no speakers; she closed the floor to public comments.

The vote on the motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall and Vice Mayor Jorge Gonzalez all voting Yes.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURCHASE OF A 2005 29-FOOT DONZI POLICE BOAT AND THE ACCOMPANYING 2005 GRAY BOAT TRAILER FROM THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON).**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony moved the item to the floor and Commissioner Eddie Lim seconded the motion.

Acting Police Chief Brian Collins corrected the Hull Number to read AMHA9018A505.

The Mayor opened the floor to public comments.

Reinaldo Trujillo, of 7601 E. Treasure Drive, Allen Weiner, of 7941 West Drive, and Al Coletta, of 7904 West Drive, addressed the Commission.

The Mayor closed the floor to public comments.

The motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim and Commissioner Richard Chervony all voting Yes.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$48,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE BOAT, MOTORS, AND TRAILER, INCLUDING ANTICIPATED REPAIRS AND MODIFICATIONS OUTLINED IN THE BOAT MOTOR MECHANIC'S REPORT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution, and Commissioner Wendy Duvall seconded the motion.

Tania Soberon, of 7904 West Drive, addressed the Commission.

The Mayor closed the floor to public comments.

The vote on the motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

The Village Clerk read the Resolution by title.

The Village Manager Frank K. Rollason presented the item to the Commission.

The Mayor opened the floor to public comments.

Andreana Jackson, of 1801 S. Treasure Drive, Satoko Umeda, of 7939 West Drive, Kevin Vericker, of 7520 Hispanola Avenue, Karen Matheson, of 7928 East Drive, Tania Soberan, of 7904 West Drive, Maria Garcia, of 7904 West Drive, Allen Weiner, of 7941 West Drive, Ana Watson, of 7945 East Drive, Fane Lozman, Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, Yvette Asher, of 7904 West Drive, and Scott Hemmil, of 7939 West Drive, addressed the Commission.

The Mayor opened the floor to public comments.

The Mayor moved to extend the meeting to 1:00 a.m. Commissioner Richard Chervony seconded the motion, and all voted in favor.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution with an annual parking permit decal cost of \$25. Commissioner Richard Chervony seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Eddie Lim voted No, stating that he was in favor of the program, but not the \$25 fee.

**13. ORDINANCE FOR SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES ENTITLED "CONFLICT OF INTEREST AND CODE OF ETHICS" BY REVISING SECTION 38.36 TO REMOVE THE REQUIREMENT FOR ELECTED OFFICIALS, ADVISORY BOARDS AND COMMITTEE MEMBERS TO RECEIVE ETHICS TRAINING THROUGH LIVE INSTRUCTIONS ONLY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT SWITKES)**

The Village Clerk read the Ordinance by title.

The Village Attorney Robert L. Switkes made a brief presentation on the item.

Commissioner Wendy Duvall made a motion to approve the Ordinance and Commissioner Richard Chervony seconded the motion.

The Mayor opened the Public Hearing.

Fane Lozman addressed the Commission.

The Mayor closed the Public Hearing.

The vote on the motion to approve the Ordinance was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Eddie Lim, Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, and Commissioner Richard Chervony all voting Yes.

**B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY REVISING SECTION 36.25(J) GIVING PREFERENCE TO FLORIDA VENDORS FOR SELECTION UNDER THE PIGGY-BACK PURCHASE PROVISION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Ordinance by title.

The Village Manager Frank K. Rollason made a brief presentation on the item.

Commissioner Wendy Duvall moved the item to the floor, and Vice Mayor Jorge Gonzalez seconded the motion.

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

The vote on the motion to approve the Resolution was adopted by a 4-0 roll call vote. The vote was as follows. Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Wendy Duvall all voting Yes. Commissioner Richard Chervony was absent from the dais.

- C. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, AMENDING CHAPTER 151 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "BUILDING PERMIT FEES" BY REVISING SECTION 151.11; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Ordinance by title.

Village Manager Frank K. Rollason made a brief presentation on the item.

Vice Mayor Jorge Gonzalez made a motion to approve the Ordinance on second reading, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing, and there being no speakers, she closed the Public Hearing.

The vote on the motion to approve the Ordinance on second reading was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Vice Mayor Jorge Gonzalez all voting Yes.

- D. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF A SPECIAL USE EXCEPTION GRANTED TO 1755 NBV, LLC UNDER RESOLUTION 2014-35 IN CONNECTION WITH THE DEVELOPMENT OF A 132 UNIT, 25 STORY CONDOMINIUM HOTEL STRUCTURE, AT 1755 KENNEDY CAUSEWAY, TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNATED SPECIFICALLY FOR COMPACT PARKING VEHICLES PURSUANT TO SECTIONS 152.098 AND 152.042(E) OF THE VILLAGE CODE; SETTING AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, made a brief presentation on the item recommending approval.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing

Fane Lozman addressed the Commission.

The Mayor closed the Public Hearing.

The vote on the motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Vice Mayor Jorge Gonzalez all voting Yes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF A VARIANCE GRANTED TO 1755 NBV, LLC UNDER RESOLUTION 2014-34 IN CONNECTION WITH THE DEVELOPMENT OF A 132 UNIT, 25 STORY CONDOMINIUM HOTEL STRUCTURE, AT 1755 KENNEDY CAUSEWAY, TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C) OF THE VILLAGE CODE; SETTING AN EFFECTIVE DATE.**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, made a brief presentation on the item recommending approval.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

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

The vote on the motion to approve the Resolution was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Wendy Duvall, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Chervony voted No.

**14. UNFINISHED BUSINESS**

There was no unfinished business.

**15. NEW BUSINESS**

**A. DISCUSSION ON PUBLIC EASEMENTS TO PROPERTIES:  
(COMMISSIONER RICHARD CHERVONY)**

- 1. BRIDGEWATER CONDOMINIUM**
- 2. BAY VIEW TERRACE**
- 3. 360 CONDOMINIUM**

The Village Attorney opined, based on Miami-Dade County Ethics Opinions, that Vice Mayor Jorge Gonzalez, Chair of the Board of 360 Condominium Association, was not prohibited from participating in discussion on the 360 Condominium matter referenced above, since he is not the sole owner and since other people are affected.

The Mayor opened the floor to public comments.

Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Miguel Barbagallo, of B&L Management Group Corp, and Al Coletta, of 7904 West Drive addressed the Commission.

This item was tabled to the May 12, 2015 Commission Meeting for the Village Attorney to review the information requiring the baywalk easement.

**B. PUBLIC/RECREATIONAL DOCKS ON DR. PAUL VOGEL PARK (COMMISSIONER RICHARD CHERVONY)**

This item was deferred to the next Commission Meeting.

**C. ENFORCEMENT OF REQUIRED VALET PARKING FOR NEW DEVELOPMENTS (MAYOR CONNIE LEON-KREPS)**

This item was withdrawn from the agenda.

**D. FEASIBILITY OF LEASING PARKING SPACES IN FRONT OF BUILDINGS (MAYOR CONNIE LEON-KREPS)**

This item was withdrawn from the agenda.

**16. APPROVAL OF MINUTES**

None.

**17. ADJOURNMENT**

The meeting adjourned at 1:15 a.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*This 12th day of May 2015.*

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### REGULAR VILLAGE COMMISSION MEETING

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

**MARCH 10, 2015**

**7:30 P.M.**

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#### 1. CALL TO ORDER.

The meeting was called to order by Mayor Connie Leon-Kreps at 7:32 p.m.

#### PLEDGE OF ALLEGIANCE

Al Coletta, of 7904 West Drive, led the recitation of the Pledge of Allegiance.

#### ROLL CALL

Present were the following:

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

Commissioner Wendy Duvall was absent.

Commissioner Eddie Lim made a motion to excuse Commissioner Wendy Duvall. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

Also Present Were:

Village Manager Frank K. Rollason  
Deputy Village Manager/HR Director Jenice Rosado  
Village Attorney Robert L. Switkes

Finance Director Bert Wrains  
Public Works Director Rodney Carrero-Santana  
Acting Police Chief Brian Collins  
Deputy Village Clerk Jenorgen Guillen  
Village Clerk Yvonne P. Hamilton

2. **A. PROCLAMATIONS AND AWARDS**

1. **Proclamation – World Autism Awareness Day and Autism Awareness Month**

The Mayor read a proclamation into the record proclaiming April 2015 as Autism Awareness Month and April 2, 2015 as World Autism Awareness Day in North Bay Village

2. **Proclamation - Mayors' Month**

Vice Mayor Jorge Gonzalez presented a Proclamation to Mayor Connie Leon-Kreps in honor of Mayors' Month.

**B. SPECIAL PRESENTATIONS**

There were no special presentations.

**C. ADDITIONS AND DELETIONS**

Commissioner Richard Chervony requested that Item10B be removed from the Consent Agenda to be discussed separately.

3. **GOOD & WELFARE**

Kevin Vericker, of 7520 Hispanola Avenue, Reinaldo Trujillo, of 7601 E. Treasure Drive, Al Coletta, of 7904 West Drive, and Lynn Ragusa, of 1865 Kennedy Causeway addressed the Commission.

4. **BOARD REPORTS**

**A. COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

**B. PLANNING & ZONING BOARD**

The Chair Reinaldo Trujillo reported on the March 3, 2015 Board Meeting.

**5. PUBLIC SAFETY DISCUSSION**

Acting Chief Brian Collins discussed public safety issues.

**6. COMMISSIONERS' REPORTS**

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

**7. VILLAGE ATTORNEY'S REPORT**

The Village Attorney Robert Switkes provided a verbal report.

**8. VILLAGE MANAGER'S REPORT**

Village Manager Frank K. Rollason discussed his report which was included in the agenda package.

Vice Mayor Jorge Gonzalez made a motion to call a Special Meeting on April 16, 2015 at 7:30 p.m. Commissioner Eddie Lim seconded the motion and all voted in favor.

Commissioner Richard Chervony made a motion to transfer \$1,875 from the Reserve Account into the 2015 Holiday Account to cover the cost of the Winter Wonderland Event. Vice Mayor Jorge Gonzalez seconded the motion and all voted in favor.

The Village Manager stated for the record that his decision to terminate Chief Robert Daniels was made by himself and that there was no consultation with elected officials. He further clarified that the matter concerning the Kennedy House was not taken into consideration when he terminated Mr. Daniels.

**A. Grant Writer's Report**

The Village Grant Writer, Lakeesha Morris from BellTower Group, provided an update on the status of grants for the Village.

**9. FINANCE REPORT**

The Finance Director Bert Wrains presented the financial report as of January 31, 2015.

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

**A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SUPPORTING FLORIDA HOUSE BILL 661 AND FLORIDA SENATE BILL 966, RELATING TO DISPOSABLE PLASTIC BAGS; INCLUDING CREATING SECTION 403.70325, FLORIDA STATUTES AUTHORIZING CERTAIN MUNICIPALITIES TO ESTABLISH PILOT PROGRAMS FOR THE REGULATION OR BAN OF DISPOSABLE PLASTIC BAGS; DIRECTING THE VILLAGE CLERK TO FORWARD THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

Commissioner Richard Chervony made a motion to approve the Consent Agenda, Item 10A. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE; FLORIDA EXPRESSING ITS OPPOSITION TO ANY INCREASE IN GASOLINE TAXES BY THE CONGRESS OF THE UNITED STATES OR THE LEGISLATURE OF THE STATE OF FLORIDA; PROVIDING DIRECTIONS TO THE VILLAGE CLERK AND 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.

Reinaldo Trujillo, of 7601 E. Treasure Drive, addressed the Commission.

The Mayor closed the floor to public comments.

No action was taken on the item.

**11. PLANNING & ZONING CONSENT AGENDA**

**No Items**

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

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES ENTITLED "CONFLICT OF INTEREST AND CODE OF ETHICS" BY REVISING SECTION 38.36 TO REMOVE THE REQUIREMENT FOR ELECTED OFFICIALS, ADVISORY BOARDS AND COMMITTEE MEMBERS TO RECEIVE ETHICS TRAINING THROUGH LIVE INSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT SWITKES)**

The Village Clerk read the Ordinance by title.

The Village Attorney Robert L. Switkes explained the revisions to the ordinance.

Commissioner Richard Chervony made a motion to approve the Ordinance on first reading, and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments.

Reinaldo Trujillo, of 7601 E. Treasure Drive, and Mike Schneider, of 7509 Cutlass Avenue addressed the Commission.

The Mayor closed the floor to public comments.

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

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY REVISING SECTION 36.25(J) GIVING PREFERENCE TO FLORIDA VENDORS FOR SELECTION UNDER THE PIGGY-BACK PURCHASE PROVISION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the ordinance by title.

The Village Manager Frank K. Rollason made a brief presentation on the item.

Vice Mayor Jorge Gonzalez made a motion to approve the ordinance on first reading and Commissioner Richard Chervony seconded the motion.

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

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

**C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, AMENDING CHAPTER 151 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES RELATING TO "BUILDING PERMIT FEES" BY REVISING SECTION 151.11; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the ordinance by title.

The Village Manager Frank K. Rollason made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve the ordinance on first reading, and Vice Mayor Jorge Gonzalez seconded the motion.

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

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

**D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FLORIDA BOATING IMPROVEMENT PROGRAM FOR DESIGN AND PLANNING OF THE DR. PAUL VOGEL COMMUNITY PARK RECREATIONAL BOAT DOCK; PROVIDING CERTIFICATIONS AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

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

Commissioner Richard Chervony stated for the record that rules should be created to govern any docks that are constructed.

The vote on the motion to approve the Resolution was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

**13. ORDINANCE FOR SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE ENTITLED "GARBAGE, TRASH, AND WEEDS" TO INCLUDE SECTION 94.020 TO PROHIBIT THE SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY VILLAGE CONTRACTORS; AMENDING CHAPTER 97, "PARK RULES AND REGULATIONS" TO INCLUDE SECTION 97.04(13), PROHIBITION EXPANDED ON POLYSTYRENE; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the ordinance by title.

Commissioner Richard Chervony made a motion to approve the ordinance on second reading, and Vice Mayor Jorge Gonzalez seconded the motion.

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

The vote on the motion to approve the Resolution was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

**14. UNFINISHED BUSINESS**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, OPPOSING THE PROPOSED DEVELOPMENT OF PINE ROCKLAND ACREAGE NEAR ZOO MIAMI IN UNINCORPORATED MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the Resolution by title.

Vice Mayor Jorge Gonzalez made a motion to withdraw the item from the agenda, and Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote.

**15. NEW BUSINESS**

There was no new business.

**16. APPROVAL OF MINUTES**

- A. **FEBRUARY 21, 2015 HARBOR ISLAND WORKSHOP**
- B. **FEBRUARY 10, 2015 REGULAR COMMISSION MEETING**

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

**17. ADJOURNMENT**

The meeting adjourned at 9:28 p.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*This 12th day of May 2015.*

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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### **OFFICIAL MINUTES** **SPECIAL VILLAGE COMMISSION MEETING**

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

**FEBRUARY 24, 2015 - 7:30 P.M.**

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#### 1. **CALL TO ORDER**

The meeting was called to order by Mayor Connie Leon-Kreps at 7:38 p.m.

#### **PLEDGE OF ALLEGIANCE**

Resident Robert Breiner led the Pledge of Allegiance.

#### **ROLL CALL**

Present were the following:

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

Also Present:

Village Manager Frank K. Rollason  
Village Clerk Yvonne P. Hamilton  
Deputy Village Clerk Jenorgen Guillen  
Public Works Director Rodney Carrero-Santana

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

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY CHATEAU ISLE, INC. FOR A SPECIAL USE EXCEPTION PURSUANT TO 152.044(E)(2) OF THE VILLAGE CODE OF ORDINANCES FOR A PARKING WAIVER; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (CONTINUED FROM JANUARY 27, 2015)**

The Village Clerk read the request into the record.

Village Planner Ben Smith, of LaRue Planning Management Services, Inc., made a brief presentation on the request for the parking waiver from the Village Code.

Village Manager Frank K. Rollason addressed the Commission and suggested that the item be deferred until after the Harbor Island Parking Workshop where options to address the parking problems will be discussed and until discussion can be held with the property owners.

The Mayor opened the Public Hearing.

Satoko Umeda, Chateau Isle Co-op Treasurer, 7939 West Drive, Rich Holben, 7929 West Drive, Robert Breiner, 7941 West Drive, Samantha Vargas, 7939 West Drive, #201, and Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

The Mayor closed the Public Hearing.

Commissioner Wendy Duvall made a motion to defer Item 2A until after the February 21, 2015 Village Commission Harbor Island Parking Workshop. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY 7940 WEST DRIVE LLC FOR SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 54 UNIT, 15 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE AT 7938 AND 7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR FINDINGS; PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (CONTINUED FROM JANUARY 27, 2015)**
- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY 7940 WEST DRIVE LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRE PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (CONTINUED FROM JANUARY 27, 2015)**

The Village Clerk read the requests into the record.

Village Planner Ben Smith, of LaRue Planning & Management Services, Inc., 1375 Jackson Street, #206, Fort Meyers, FL 33901, made a brief presentation on the item.

Village Attorney Robert Switkes advised on the procedures for the quasi judicial proceeding and advised the Commission members to disclose any exparte communication. No disclosures were made.

Developer Javier Lluch, Executive Director, Element Development LLC, The Infinity, 60 S.W. 13<sup>th</sup> Street, 3<sup>rd</sup> Floor, Miami, Florida, developer of 7938- 7940 West Drive, addressed the Commission on behalf of the request.

The Mayor opened the Public Hearing.

Al Coletta, of 7904 West Drive, addressed the Commission.

The Mayor closed the Public Hearing.

Vice Mayor Jorge Gonzalez made a motion to approve the requests with the following conditions:

The Site Plan is approved with the condition that the following items are met prior to issuance of a Building Permit:

- 1) Applicant shall revise plans to preserve as many right-of-way street parking spaces as possible.
- 2) Submittal of a vegetative survey, irrigation plan, and landscape plan which meets Miami-Dade Chapter 18A requirements.
- 3) Submittal of a Unity of Title, as per Section 152.0296(D)(3).
- 4) The public access easement and boardwalk must be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
- 5) Site plan approval from Miami-Dade Shoreline Review Committee.
- 6) Meeting Miami-Dade County School Concurrency requirements as determined by School Board Staff.
- 7) Payment of any applicable impact fees.
- 8) Payment of bonus density fees, as required under Section 152.029(C)8F.
- 9) Tie-in to Village's wastewater system at a connection point determined by the Village and payment of pro-rata costs involved in tying into appropriate connection point.
- 10) Applicant shall not lease or sell parking spaces.
- 11) Applicant shall not charge for guest parking.
- 12) Staging of construction materials shall occur off-site, and not on the public right-of-way.
- 13) 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.
- 14) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

15) 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.

16) All applicable state and federal permits must be obtained before commencement of construction.

16) The applicant shall dedicate an easement, which allows the Village access to the stormwater outfall pipe on the property, whether it is relocated to or remain in the same location. The applicant shall further be responsible for all cost of repairs to the stormwater outfall pipe should any damage occur during construction.

17) Should the developer provide adequate parking as required by the Village Code and does not need to utilize compact parking spaces, then valet parking will not be required. However, if the property were developed with compact parking spaces, there shall be a permanent condition of approval in the Condominium Bylaws that valet parking shall continue in perpetuity.

Commissioner Wendy Duvall seconded the motion.

The developer Javier Lluch accepted the conditions as stated herein.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Vice Mayor Jorge Gonzalez all voting Yes.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAY VILLAGE VENTURE, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE WITH A PARKING GARAGE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT AT 1725 KENNEDY CAUSEWAY; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAY VILLAGE VENTURE, LLC, 1725 KENNEDY CAUSEWAY, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAY VILLAGE VENTURE, LLC FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE SITE PLAN APPLICATION FOR DEVELOPMENT OF A MIXED USE COMMERCIAL STRUCTURE AT 1725 KENNEDY CAUSEWAY TO ALLOW FIVE STORIES OF PARKING WHERE SECTION 152.029(C) ALLOWS A MAXIMUM OF FOUR STORIES; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY BAY VILLAGE VENTURE LLC FOR 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 43 UNIT, 19 STORY MIXED USE COMMERCIAL STRUCTURE WITH A PARKING GARAGE AT 1725 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, 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 requests into the record.

Village Planner Ben Smith, of LaRue Planning & Managements Services, Inc., provided a brief presentation on the requests recommending approval with an amendment to Condition Number 5.

Brian S. Adler, Bilzin Sumberg Baena Price & Axelrod LLP, 1450 Brickell Avenue, 23<sup>rd</sup> Floor, Miami, Florida 33131, and Developer, Jose Saal, TIR Prime Properties, 3137 N.E. 163<sup>rd</sup> Street, N. Miami Beach, FL 33160 addressed the Commission on behalf of the requests.

The Mayor closed the Public Hearing.

The applicant accepted the conditions as outlined herein.

Commissioner Richard Chervony made a motion to approve the requests with the following conditions:

1. Applicant shall submit an irrigation plan which meets Miami-Dade Chapter 18-A requirements.
2. Street tree lighting shall be provided, as per Section 152.029(C)(9)7.
3. The public access easement and boardwalk shall be dedicated and recorded.  
Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
4. Applicant shall comply with all conditions made by the Miami-Dade Shoreline Review Committee in Resolution 14 SDRC 06.
5. Applicant shall not lease or sell parking spaces.
6. Applicant shall not charge for guest parking.
7. All residents and guests shall park on-site.
8. School Board Concurrency requirements shall be met, as determined by School Board Staff.
9. Applicant shall pay of any applicable impact fees.
10. Applicant shall pay bonus height fees, as required under Section 152.029(C)8.
11. Applicant shall pay bonus density fees, as required under Section 152.029(C)8.
12. The project shall tie-in to Village's wastewater system at a Village designated proximate location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
13. 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), have been paid in full.
14. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
15. 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.

16. All applicable state and federal permits must be obtained before commencement of construction. For further discussion of these issues, please see staff

Commissioner Wendy Duvall seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY BRICK VILLAGE, LLC FOR 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 75 UNIT, 22 STORY MIXED USE COMMERCIAL AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRICK VILLAGE 79, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 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 AT 1601 KENNEDY CAUSEWAY; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BRICK VILLAGE 79, LLC, 1601 KENNEDY CAUSEWAY, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS, 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 requests into the record.

The Mayor recessed the meeting from 9:43 p.m. to 9:50 p.m.

Village Planner Ben Smith, of LaRue Planning & Management Services, Inc., made a brief presentation on the item recommending approval with the following conditions being met, prior to the issuance of a Building Permit:

1. All required landscape plants must meet the minimum required planting size at time of planting.
2. The public access easement and boardwalk shall be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
3. Applicant shall not lease or sell parking spaces.
4. Applicant shall not charge for guest parking.
5. All residents and guests shall park on-site.
6. Applicant shall provide site plan approval from Miami-Dade Shoreline Review Committee.
7. School Board Concurrency requirements shall be met, as determined by School Board Staff.
8. Applicant shall pay of any applicable impact fees.
9. Applicant shall pay bonus height fees, as required under Section 152.029(C)8.
10. Applicant shall pay bonus density fees, as required under Section 152.029(C)8.
11. The project shall tie-in to Village's wastewater system at a Village designated proximate location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
12. 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), have been paid in full.
13. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
14. 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.

15. All applicable state and federal permits must be obtained before commencement of construction.

Matthew Piccaud and Kobi Karp, of Kobi Karp Architecture & Interior Design, 2915 Biscayne Boulevard, Suite 200, Miami, FL 33137 addressed the Commission on behalf of the requests.

The applicant agreed to the conditions as stated herein, including the condition for valet parking in perpetuity to be included in the Condominium Documents.

The Mayor opened the Public Hearing.

Linda Kanneda, of 1625 Kennedy Causeway, addressed the Commission in opposition to the development.

The Mayor closed the Public Hearing

Commissioner Richard Chervony made a motion to approve the requests with the conditions outlined above, including the provision for valet parking in perpetuity to be included as part of the Condominium Documents. Commissioner Eddy Lim seconded the motion.

Vice Mayor Jorge Gonzalez stated for the record that the developer, of the 1601 Kennedy Causeway project, contacted the residents at 1625 Kennedy Causeway regarding the development.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**K. AN APPLICATION BY ORLANDO LAMA ON BEHALF OF GRANDVIEW PALACE YACHT CLUB, INC. FOR INSTALLATION OF TWO NEW BOATLIFTS AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

The Village Clerk read the requests into the record.

The Mayor opened the Public Hearing.

Ben Smith, of LaRue Planning & Management Services, Inc., Village Planner gave a brief presentation on the request recommending approval with the following conditions being met prior to the issuance of a Building Permit:

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.

Kirk Lofgren, of Ocean Consulting, LLC., 340 Minora Avenue, Suite 7, Coral Gables, F 3313 was present on behalf of the applicant and stated for the record that he had no objections to the recommended conditions set forth herein.

The Mayor closed the Public Hearing.

Commissioner Richard Chervony made a motion to approve the requests with the conditions set forth herein. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

3. **AUTHORIZATION TO INITIATE COMPREHENSIVE PLAN AMENDMENTS**

Ben Smith, of LaRue Planning & Management Services, Inc., Village Planner made a brief presentation on the request to revise Policy 2.1.12, as well as delete and/or revise outdated policies of the Comprehensive Plan.

Commissioner Richard Chervony made a motion to approve the request to authorize LaRue Planning & Management Services, Inc. to perform the Comprehensive Plan amendments. Vice Mayor Jorge Gonzalez seconded, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

4. **ADJOURNMENT**

The meeting adjourned at 10:12 p.m.

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

*Adopted by North Bay Village on*

*This 12th day of May 2015.*

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### SPECIAL VILLAGE COMMISSION MEETING

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

**JANUARY 27, 2015 - 7:30 P.M.**

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1. **CALL TO ORDER**

The meeting was called to order by Mayor Connie Leon-Kreps at 7:42 p.m.

**PLEDGE OF ALLEGIANCE**

The Village Planner Jim LaRue led the pledge.

A moment of silence was observed for the Paris Terror victims.

**ROLL CALL**

Present were the following:

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

Commissioner Wendy Duvall was absent.

Village Manager Frank K. Rollason  
Public Works Director Bert Wrains  
Police Chief Robert Daniels  
Village Attorney Robert L. Switkes  
Deputy Village Clerk Jenorgen Guillen  
Village Planner Jim LaRue

Village Clerk Yvonne Hamilton was absent due to illness.

The Village Attorney Robert L. Switkes swore in those individuals who indicated that they would provide testimony.

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY CHATEAU ISLE, INC. FOR A SPECIAL USE EXCEPTION PURSUANT TO 152.044(E)(2) OF THE VILLAGE CODE OF ORDINANCES FOR A PARKING WAIVER; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Deputy Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., explained the request. He recommended that the matter be deferred until after the Village conducts the Harbor Island Parking Workshop. Mr. LaRue noted that the Planning & Zoning Board heard the request and recommended approval, if there was the ability for the compact spaces to be closer to the building.

The Mayor opened the Public Hearing.

The Village Attorney advised the Commission on the process for this quasi-judicial proceeding, pursuant to Section 29 of the Village Code.

Commissioner Eddie Lim disclosed that he had received telephone calls from residents, none of whom lived at Chateau Isles Co-op.

Commissioner Richard Chervony disclosed that he had received a text message from resident Brian Oppenheimer.

Mayor Connie Leon-Kreps disclosed having a conversation with a resident of Chateau Isles Co-op.

Vice Mayor Jorge Gonzalez disclosed receiving an email message from a resident of Chateau Isles.

Attorney Amida Frey, 169 E Flagler St. Suite 1640, Miami, FL 33131, on behalf of Chateau Isles Co-op, Satoko Umeda, Treasurer of Chateau Isles Co-op, Allan Weiner, of 7941 West Drive, Ann Bakst, of 1865 Kennedy Causeway,

Michael Spanner, of 7935 West Drive, Rich Holden, of 7929 West Drive, Fane Lozman, and Al Coletta, of 7904 West Drive addressed the Commission.  
The Mayor closed the public hearing.

Mayor Connie Leon-Kreps made a motion to defer Item 2A for the parking waiver until after the Village holds the Harbor Island Parking Workshop, and Commissioner Richard Chervony seconded the motion. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY 7940 WEST DRIVE LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY 7940 WEST DRIVE LLC FOR SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 54 UNIT, 15 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE AT 7938 AND 7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR FINDINGS; PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The Deputy Village Clerk read the Resolutions by title, Items 2B and 2C.

The Architect Victor Rodriguez was present on behalf of the applicant and explained the requests to the Commission.

Vice Mayor Jorge Gonzalez made a motion to approve the requests, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

Allan Weiner, of 7941 West Drive, Rich Holden, of 7929 West Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, and Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

The Mayor closed the Public Hearing.

Mr. Rodriguez requested that the matter be deferred in the absence of the developer to answer to questions regarding parking.

Vice Mayor Jorge Gonzalez made a motion to defer Items 2B and 2C to the next Commission Meeting. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

- D. AN APPLICATION BY BAY VILLAGE VENTURE, LLC CONCERNING PROPERTY LOCATED AT 1725 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING: (FIRST PUBLIC HEARING)**
- 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. 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.**
  - 3. BONUS DENSITY APPROVAL, PURSUANT TO SECTION 152.029(C)(8)H OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**
  - 4. BONUS HEIGHT APPROVAL, PURSUANT TO SECTION 152.029(C)(8)A-F OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**

5. **A VARIANCE PURSUANT TO SECTION 152.097 OF NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW 5 STORIES OF PARKING, WHERE SECTION 152.029(C) ALLOWS A MAXIMUM OF FOUR STORIES OF PARKING.**
6. **SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 43-UNIT, 19-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE.**

The Deputy Village Clerk read the requests into the record.

Vice Mayor Jorge Gonzalez requested that staff invites the developers to the meetings in the future.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report recommending approval with the conditions discussed and as set forth in the Staff Report.

Mr. LaRue noted that the Planning & Zoning Board approved the requests by a 5-0 vote on December 2, 2014.

Vice Mayor Jorge Gonzalez made a motion to approve Item 2D with the following conditions:

1. Applicant shall submit an irrigation plan which meets Miami-Dade Chapter 18-A requirements.
2. Street tree lighting shall be provided, as per Section 152.029(C)(9)7.
3. The public access easement and boardwalk shall be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
4. Applicant shall comply with all conditions made by the Miami-Dade Shoreline Review Committee in Resolution 14 SDRC 06.
5. Applicant shall not lease or sell parking spaces.
6. Applicant shall not charge for guest parking.

7. All residents and guests shall park on-site.
8. School Board Concurrency requirements shall be met, as determined by School Board Staff.
9. Applicant shall pay of any applicable impact fees.
10. Applicant shall pay bonus height fees, as required under Section 152.029(C)8.
11. Applicant shall pay bonus density fees, as required under Section 152.029(C)8.
12. The project shall tie-in to Village's wastewater system at a Village designated proximate location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
13. 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), have been paid in full.
14. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
15. 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.
16. All applicable state and federal permits must be obtained before commencement of construction. For further discussion of these issues, please see staff.
17. There shall be a condition of approval in the Condominium Bylaws that Valet Parking shall continue in perpetuity.

Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

Counsel for the applicant Brian S. Adler, developer Mariano Saal, architects Jean-Francois Gervais and Marc-Andrea Levesque addressed the Commission on behalf of the request.

Fane Lozman, Allan Weiner, of 7941 West Drive, and Ann Bakst, of 1865 Kennedy Causeway addressed the Commission.

Counsel for the applicant Brian Adler agreed to the conditions of approval.

The Mayor closed the Public Hearing.

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

It was requested that the traffic engineer for this project, 1725 Kennedy Causeway development, be present at the next meeting.

**E. AN APPLICATION BY BRICKELL VILLAGE 79, LLC CONCERNING PROPERTY LOCATED AT 1601 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING: (FIRST PUBLIC HEARING)**

- 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. 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.**
- 3. BUILDING HEIGHT BONUS REVIEW TO 240 FEET PURSUANT TO SECTION 152.029(C)(8)A THROUGH 8F.**
- 4. DENSITY BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)H.**

**5. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 75-UNIT, 22-STORY CONDOMINIUM STRUCTURE WITH A PARKING GARAGE.**

The Deputy Village Clerk read the requests into the record.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report recommending approval with conditions. He noted that the Planning & Zoning Board had also recommended approval of the requests.

Architect Kobi Karp described the project.

Vice Mayor Jorge Gonzalez made a motion to approve Item 2E with the following conditions:

1. All required landscape plants must meet the minimum required planting size at time of planting.
2. The public access easement and boardwalk shall be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
3. Applicant shall not lease or sell parking spaces.
4. Applicant shall not charge for guest parking.
5. All residents and guests shall park on-site.
6. Applicant shall provide site plan approval from Miami-Dade Shoreline Review Committee.
7. School Board Concurrency requirements shall be met, as determined by School Board Staff.
8. Applicant shall pay of any applicable impact fees.
9. Applicant shall pay bonus height fees, as required under Section 152.029(C)8.
10. Applicant shall pay bonus density fees, as required under Section 152.029(C)8.

11. The project shall tie-in to Village's wastewater system at a Village designated proximate location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
12. 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), have been paid in full.
13. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
14. 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.
15. All applicable state and federal permits must be obtained before commencement of construction.
16. There shall be a condition of approval in the Condominium Bylaws that valet parking shall continue in perpetuity.

Commissioner Richard Chervony seconded the motion.

The Mayor opened the Public Hearing.

Gustavo Fanfan, of 1881 Kennedy Causeway, Fane Lozman, and Ann Bakst, of 1865 Kennedy Causeway addressed the Commission.

The Mayor closed the Public Hearing.

Kobi Karp agreed to the conditions of approval.

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

**3. ADJOURNMENT**

The meeting adjourned at 11:01 p.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*This 12th day of May 2015.*

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*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.)