



## 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, JUNE 9, 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.) BEST BUDDIES AWARD TO NORTH BAY VILLAGE
- 2.) NORTH BAY VILLAGE SCHOLARSHIPS

#### B. SPECIAL PRESENTATIONS

- 1.) MIAMI-DADE FIRE CHIEF DOWNEY
- 2.) GREATER MIAMI SHORES CHAMBER OF COMMERCE
- 3.) HISPANIC BUSINESS INITIATIVE FUND – JOSE D. ALVAREZ  
(VICE MAYOR JORGE GONZALEZ)

#### C. ADDITIONS AND DELETIONS

#### 3. GOOD & WELFARE

**4. BOARD REPORTS**

**A. COMMUNITY ENHANCEMENT BOARD**

**B. PLANNING & ZONING BOARD**

**C. YOUTH & EDUCATION SERVICES BOARD**

**5. PUBLIC SAFETY DISCUSSION**

**6. COMMISSIONERS' REPORTS**

**7. VILLAGE ATTORNEY'S REPORT**

**8. VILLAGE MANAGER'S REPORT**

**A. Grant Writer's Report**

**9. FINANCE REPORT**

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

**A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH MIAMI-DADE COUNTY AND THE MIAMI-DADE POLICE DEPARTMENT, THE VILLAGE OF INDIAN CREEK, AND THE CITY OF NORTH MIAMI, SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution seeks to enter into Mutual Aid Agreements for the rendering of law enforcement assistance with Miami-Dade County and the Miami-Dade Police Department, the Village of Indian Creek, and the City of North Miami.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow payment of the Village's proportionate share to support the School Nurse Program for 2015-2016 School Year, as well as seek authorization for the Village Manager to execute the Memorandum of Agreement for the School Years 2017 and 2018 without having to come back to the Commission for approval.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES COAST GUARD TO MOVE FORWARD, ON AN EXPEDITED BASIS, THE NOTICE OF PROPOSED RULEMAKING (NPRM) FOR THE PURPOSE OF REGULATING THE HOURS OF OPERATIONAL OPENINGS OF THE EAST 79<sup>TH</sup> STREET AND THE WEST 79<sup>TH</sup> STREET BRIDGES (STATE ROAD 934), WHICH SERVE AS THE INGRESS AND EGRESS POINTS FOR NORTH BAY VILLAGE; FLORIDA; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution urges the United States Coast Guard to implement hours of operation for the East Draw Bridge and the West Draw Bridge.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING RESOLUTION NO. 2014-26 TO REALLOCATE AND EXPEND POLICE IMPACT FEES; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the use of \$55,000 for the purchase of equipment (10 replacement laptop computers, 3 replacement handheld police radios, 4 replacement trunk mount police radios, 6 replacement tasers, 2 computer tablets, and 4 new AED's) rather than for the purchase of a GPS System as previously approved.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A HOLD HARMLESS AGREEMENT WITH THE TOWN OF MEDLEY FOR THE USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow a Hold Harmless Agreement with the Town of Medley in connection with North Bay Village law enforcement officers use their firearms training facility.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2015 FISCAL YEAR OPERATING BUDGET FOR THE AFTERSCHOOL AND SUMMER PROGRAM UNDER THE CHILDREN'S SERVICES FUND; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize funds to pay the salary of a new part-time Afterschool Program Director due to the pending absence or resignation of the current director.

- 1.) Commission Action**

**11. PLANNING & ZONING CONSENT AGENDA**

No Items.

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

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO WATER RATES, AMENDING CHAPTER 51, SECTION 51.04 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REVISE THE FEES; PROVIDING FOR REPEALER, CODIFICATIONS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Ordinance seeks to increase Water Commodity charge from \$12.42 to \$14.46 and the Rate of Consumption (above 3,000 gallons) from \$4.14 to \$4.82 (per 1,000 gallons).

- 1.) Commission Action**

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SEWER RATES, AMENDING CHAPTER 52, SECTION 52.11(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REVISE THE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Ordinance seeks to increase Sewer Commodity charge from \$16.25 to \$19.19 and to raise the Rate of Consumption (above 3,000 gallons) from \$5.42 to \$6.40 (per 1,000 gallons).

**1.) Commission Action**

- C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE BY REVISING SECTION 70.09 PERTAINING TO THE PARKING OF MOTORCYCLES AND SCOOTERS IN THE HARBOR ISLAND RESIDENTIAL PARKING AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance amends the regulations of the Harbor Island Parking Permit Area on Harbor Island to clarify that these rules also apply to motorcycles and scooters and that owners of these vehicles must park in the areas designated for them.

**1.) Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO OUTSOURCE THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES TO WASTE MANAGEMENT; ACCEPTING PROPOSAL #2 FROM WASTE MANAGEMENT PLUS THE CPI; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE APPROPRIATE STAFF TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR TRANSITION TO WASTE MANAGEMENT SERVICES; AUTHORIZING THE EXPENDITURE OF THE BUDGETED FUNDS IN CONNECTION WITH OUTSOURCING THE SANITATION SERVICES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution calls for the Village sanitation services (collection and disposal of solid waste for Single-Family Residential, Multi-Family Residential and Commercial) to be performed by Waste Management.

**1.) Commission Action**

- E. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A SIGNAGE REVIEW COMMITTEE TO DEVELOP A DESIGN PATTERN OF SIGNS TO BE PLACED IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will authorize the creation of a committee to develop design sign criteria for overall consistency and uniformity throughout the Village.

- 1.) **Commission Action**

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

- A. **AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING: FIRST PUBLIC HEARING (CONTINUED FROM MAY 12, 2015)**

- 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**

- A. **EVALUATION OF VILLAGE MANAGER AND VILLAGE ATTORNEY**

- 1.) **Commission Action**

**15. NEW BUSINESS**

- A. **APPOINTMENT OF BOARD MEMBERS**

- 1. **SPECIAL NEEDS ADVISORY BOARD**
- 2. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**

- 1.) **Commission Action**

**B. CANCELLATION OF AUGUST MEETING**

- 1.) Commission Action**

**C. COMMUNITY ENHANCEMENT BOARD RECOMMENDATIONS**

- A. COMBINING VILLAGE 70<sup>TH</sup> ANNIVERSARY EVENT WITH FOURTH OF JULY CELEBRATION EVENT**

- B. HOUSE OF THE MONTH BEAUTIFICATION AWARD**

- 1.) Commission Action**

**D. DISCUSSION REGARDING BAYWALK ACCESS RULES AND REGULATIONS (*COMMISSIONER RICHARD CHERVONY*)**

- 360 Development            7900 Harbor Island Drive
- Cielo                            7935-37 East Drive
- The Adagio                    7939 East Drive
- Eloquence                    7928-7930 East Drive
- Blue Bay                      7927-7929 West Drive
- Space 01                      7934 West Drive
- Bay View Terrace            1625 Kennedy Causeway
- Bridgewater                 1881-1909 Kennedy Causeway
- MODA                         8000 West Drive

**16. APPROVAL OF MINUTES**

- A. REGULAR COMMISSION MEETING – MAY 12, 2015**
- B. REGULAR COMMISSION MEETING – APRIL 14, 2015**
- C. REGULAR COMMISSION MEETING – MARCH 10, 2015**
- D. SPECIAL COMMISSION MEETING – FEBRUARY 24, 2015**
- E. SPECIAL COMMISSION MEETING – JANUARY 27, 2015**

- 1.) Commission Action**

**17. ADJOURNMENT**



**Miami-Dade Fire Rescue Department**  
Office of the Fire Chief  
9300 N.W. 41st Street  
Doral, Florida 33178-2414  
T 786-331-5000 F 786-331-5101

miamidade.gov

May 1, 2015

**2B1**

Honorable Connie Leon-Kreps, Mayor  
North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

Honorable Mayor Leon-Kreps:

In early February, I mailed you Miami-Dade Fire Rescue's (MDFR) annual report summarizing the services provided to North Bay Village in 2014. As your Fire Chief, one of my annual goals is to make a presentation to our stakeholders of not only the services provided to the Village and the Department's accomplishments, but also the challenges that lie ahead as well as the major trends impacting the fire service and how MDFR is preparing to better serve the community.

I am committed to strengthening the bond between MDFR and the residents of North Bay Village by providing ready access to community information, resources and involvement opportunities. I have directed my Public Affairs Bureau to coordinate the dissemination of monthly safety messages to your website or newsletter.

Please contact Maria L. Reyes from my office at 786-331-5253 to schedule the annual presentation with the Village Council, or if you require additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Dave Downey".

Dave Downey  
Fire Chief

c: Frank Rollason, Village Manager  
Russell Benford, Deputy Mayor, Miami-Dade County



Miami-Dade Fire Rescue Department  
Office of the Fire Chief  
9300 N.W. 41st Street  
Doral, Florida 33178-2414  
T 786-331-5000 F 786-331-5101

miamidade.gov

February 6, 2015

Honorable Connie Leon-Kreps, Mayor  
City of North Bay Village  
1666 Kennedy Causeway 3<sup>rd</sup> Floor  
North Bay Village, FL 33141

Honorable Mayor Leon-Kreps:

Enclosed is the annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to the City of North Bay Village in 2014.

The City of North Bay Village's residents can rest assured that their fire-rescue services are delivered by an Internationally Accredited Agency by the Commission on Fire Accreditation International (CFAI). This honor makes MDFR one of only 196 agencies to achieve this status. MDFR is the largest accredited fire-rescue department in the Southeast United States and second largest in North America. MDFR's overall complement of front-line response apparatus and personnel provides a depth of service unparalleled in the Southeast United States for the benefit and protection of your community.

As your Fire Chief, I welcome the opportunity to present the Department's annual service delivery report to the village. Please contact Maria L. Reyes from my office at 786-331-5253 to schedule the annual presentation with the Village Council, or if you require additional information. Enclosed is my contact information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Downey", written in a cursive style.

Dave Downey  
Fire Chief

Enclosures

c: Frank Rollason, Village Manager  
Russell Benford, Deputy Mayor, Miami-Dade County



**Miami-Dade Fire Rescue Department**  
Services to  
**The City of North Bay Village**

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Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has grown into the largest fire rescue department in the Southeast and one of the top ten largest in the nation. With a response territory of 1,905 square miles and a resident population of more than 1.9 million, MDFR responds to more than 246,000 calls for assistance annually making it one of the busiest departments in the nation. More than 2,350 employees staffing 141 front-line units throughout 67 fire rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 54 front-line rescue units, MDFR provides emergency air transport service within Miami-Dade County to State-approved Trauma Centers via two full-time rescue helicopters.



Firefighters battling a residential fire.

MDFR is considered one of the most elite fire rescue departments in the country and is recognized around the world for its exemplary service. Firefighters are skilled in fire suppression technology, and advanced life support (ALS) rescue units are capable of providing pre-hospital care to heart-attack patients and stroke victims.

MDFR has more specialized response units than any other fire-rescue department in the southeastern United States. The department provides air-rescue transport and airport rescue firefighting, ocean rescue, technical rescue (vehicle extrication and confined-space rescue), hazardous materials mitigation, and urban search and rescue. The department also maintains the Florida Antivenin Bank and provides inspections and code enforcement services. MDFR also protects two beaches: Haulover and Crandon, with a combination of full-time and part-time professional lifeguards. Since joining MDFR in 2003, the Ocean Rescue Bureau has professionalized its staff, the way business is conducted and built new lifeguard stations at both beaches.

MDFR distinguishes itself from other fire-rescue departments in a number of areas. MDFR offers a higher level of service providing more ALS suppression units than most departments and a greater level and grade of response staff. Over 90% of MDFR's units are staffed and equipped to provide ALS services. MDFR staffs four firefighters on suppression units and three firefighter paramedics on rescue units.

MDFR is accredited by the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence, Inc. The department is one of only 196 agencies to achieve this status by CFAI and is now the largest accredited fire-rescue department in the Southeast and the second largest in the Nation.

The Office of Emergency Management (OEM) is also part of MDFR. OEM is accredited by the Emergency Management Accreditation Program (EMAP). OEM manages the County's Emergency Operation Center (EOC), which coordinates emergency response and recovery plans, decisions, and operations in order to maximize the use of resources within Miami-Dade County. In its effort to promote a disaster ready community, OEM coordinates its activities with the County's municipalities, non-profit social service and medical care agencies, businesses, residents, and visitors.

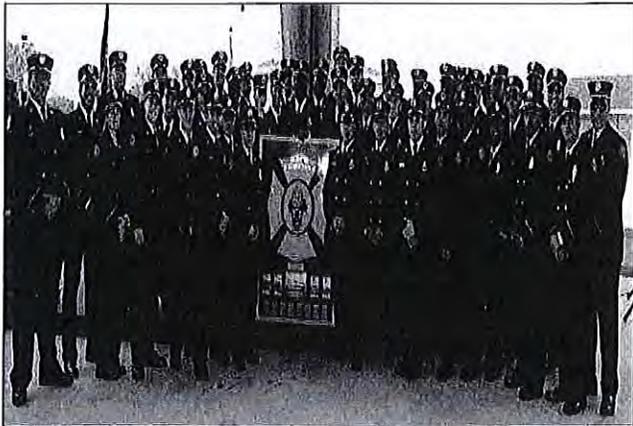
In 2014, MDFR's 141 frontline rescue and fire suppression units were dispatched almost 400,000 times to more than 246,000 emergencies. Of these, approximately 204,000 were medical emergencies. MDFR transported greater than 80,000 residents and visitors to South Florida hospitals. MDFR responded to nearly 23,000 fire-related calls. In addition, MDFR personnel responded to more than 15,000 non-fire-rescue related calls for service.

Through the efforts of MDFR, Miami Dade residents also have the highest survival rates after a blocked coronary artery in the nation. Over six years ago, MDFR established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI, typically referred to as a blocked coronary artery, is the leading cause of death in the United States and the leading cause of death for women in the United States. Hospitals within the STEMI network are required to restore blood flow to a patient's blocked artery within 90 minutes from arrival of paramedics to the patient. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases their likelihood for a normal quality of life. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately 2 hours and 15 minutes to 60 minutes.



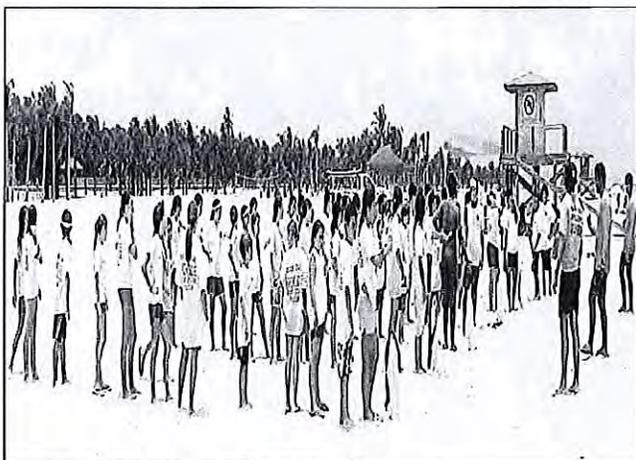
**Miami-Dade Fire Rescue Department**  
 Services to  
**The City of North Bay Village**

Last January, MDRF welcomed 40 new firefighters to our Department. In April, OEM held its first Whole Community Planning Workshop. Residents, local, state, and federal officials, private businesses, and faith-based organizations came together to attend the two-day workshop to learn and collectively improve the County's disaster plans and programs.



MDRF's Recruit Class #124.

On May 10, 2014, MDRF's Advanced Life Support (ALS) Competition Team placed first place at the Boca Raton EMS Challenge. The ALS Team participates in seven competitions each year and the Boca Raton EMS Challenge is always considered to be one of the most difficult and prestigious competitions of the year.



Ocean Rescue Junior Lifeguard Program.

This summer, 83 children graduated from MDRF's Ocean Rescue Junior Lifeguard program. The Program emphasizes Teamwork, Leadership, and Aquatic Safety while introducing young people to safe marine and aquatic recreation opportunities.

In July, the Journal of Resuscitation published the work of a research group that included Captain Luiz "Dunga" Morizot-Leite from MDRF's Ocean Rescue Bureau. The group researched the theme "Creating a Drowning Chain of Survival" globally for over two years and presented the study during the World Conference on Drowning Prevention in Potsdam, Germany in 2013. The goal of the research was to create an education tool, in the format of icons, to teach the lay person the steps to take when faced with a drowning episode. The study is being designed for inclusion in any book involved with water safety education.



Paramedics transporting a patient.

In September, MDRF's Fire Chief Dave Downey earned the international professional designation of Chief Fire Officer (CFO) from the Center for Public Safety Excellence (CPSE). Chief Downey joins an elite and exclusive membership of outstanding public safety officials limited to only 993 CFOs worldwide. The highly competitive CFO designation assures departments that their leaders have the educational and technical competencies necessary to meet the demands of today's society.

On October 1, 2014 Foam 24 was placed into service and assigned to Tamiami Fire-Rescue Station 24. This unit will deliver Aircraft Rescue and Fire Fighting (ARFF) services to Miami Executive Airport, formerly known as Kendall-Tamiami Executive Airport.

In November, MDRF's Medical Director, Dr. Marc Grossman, was named "2014 Man of the Year" by the South Florida Shomrim Society. Dr. Grossman received this prestigious award for his dedication to improving emergency medical care across South Florida and for his 25 years of service starting as an Emergency Medical Technician (EMT) in New York.



**Miami-Dade Fire Rescue Department**  
Services to  
**The City of North Bay Village**

Everyday MDFR operations field personnel have hundreds of opportunities to exceed customer expectations while fulfilling our service demands. MDFR's commitment to providing the highest quality service to our community continuously fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers.

MDFR's Elder-Links program was the result of a community need identified by our Operations field personnel in 1995 to assist the elderly population. The program received numerous accolades and became a model for other emergency medical services departments. Because of this program, scores of elderly receive far more than traditional emergency medical service. Operations field personnel responding to an incident not only address a patient's immediate medical treatment but also assess living conditions and needs.

This year through the awarded Assistance to Firefighter Grant (AFG) the Office of Public Education distributed 3,500 fire extinguishers, installed 5,000 smoke alarms and performed home safety inspections for needy senior and low-income families in the Liberty City, Opa-Locka, Homestead and Florida City areas. Additionally, more than 3,300 seniors also participated in fire safety presentations and educational seminars.

MDFR and the Metro-Dade Firefighters International Association of Fire Fighters (IAFF) Local 1403 raised a record \$140,000 this year for the Muscular Dystrophy Association (MDA) during the 60th annual "Fill the Boot" drive the weekend of November 7, 2014.

These are MDFR's strengths, derived from personal dedication to providing the very best fire-rescue service, as confirmed by the expressed approval of those we serve. We are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve**. MDFR continually challenges our employees to deliver excellence every day and to strive for ways to better assist you, our residents and customers.



MDFR's Fill the Boot Drive.

To this end, MDFR has been measuring the quality and effectiveness of our EMS service for the past five years. The survey instrument (**Attachment I**), which is sent to 20% of MDFR EMS patients monthly, allows respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied with the service. Unlike other survey instruments used by Miami-Dade County, this survey continuously monitors the opinions of the service we deliver the prior month rather than taking a "snapshot" of the service at a particular time. The survey also provides the respondent a section for additional comments. Overall, 11% of patients sent surveys (or 3,523 respondents) have returned completed surveys during calendar year 2014, rating MDFR's services as follows for each question:

- 1) MDFR responded to your needs in a timely manner: **5.00**
- 2) MDFR explained your treatment options to you: **5.00**
- 3) MDFR treated you in a professional manner: **5.00**
- 4) MDFR met your expectations when you requested assistance: **5.00**

The overall score from all respondents is **4.85**. During calendar year 2014, **five (5)** residents from the City of North Bay Village have rated MDFR with an overall score of **5.00**, expressing their satisfaction with the service provided by MDFR. This equates to a **97%** satisfactory rate. Below are a few comments received from North Bay Village residents. A summary of all surveys received is presented in **Attachment II**. Names and addresses from North Bay Village residents have been redacted in accordance to Florida Statutes Chapter 119.

*"You have been here for me before and like always you have given me the most excellent care always. Thank you very much."*

*"They are very special persons and deserve all our respects."*

*"The staff was very nice, professional and reassuring."*

*"Excellent! Thank!"*



**Miami-Dade Fire Rescue Department**  
Services to  
**The City of North Bay Village**

The City of North Bay Village, consisting of three (3) islands in central Biscayne Bay linked by the John F. Kennedy (Northeast 79 Street) Causeway, spans an area of 0.84 square miles and is located between the City of Miami Beach to the east and the City of Miami to the west (**Attachment III**). The City incorporated in 1945 and has been part of the Miami-Dade Fire Rescue Service District since its inception. Based on 2013 U.S. Census data, the City has a residential population of 7,401, with over 3,000 households.

During calendar years 2013 and 2014, MDFR dispatched 2,401 units to 1,442 emergency calls received from the City of North Bay Village. **Table I** depicts incident type and related response times for incidents MDFR responded to within the City during this time period.

**Table I**  
**MDFR Responses to the City of North Bay Village**  
**Calendar Years 2013 and 2014**

Call Type	Incidents			
	2014	MDFR* Average Response Time	2013	MDFR* Average Response Time
Life Threatening	434	5:50	400	6:18
Non-Life Threatening*	131	7:21	146	7:23
Structure & Other Fires	106	6:40	110	6:37
Other Miscellaneous*	59	10:13	56	8:23
<b>Total</b>	<b>730</b>	<b>6:37</b>	<b>712</b>	<b>6:45</b>
<b>Total Units Dispatched</b>	<b>1,195</b>		<b>1,206</b>	

\*Expedited response using lights and sirens is only used when responding to Life Threatening and Structure Fire incidents.

The City of North Bay Village is primarily served by MDFR's North Bay Village Station 27 which provided 98% of the responses into the City during 2014 as depicted in **Table II**.

**Table II**  
**MDFR Stations/Units responding into the City of North Bay Village**  
**Calendar Years 2013 and 2014**

Responses Provided By:	2014		2013	
	Incidents	%	Incidents	%
Station 27 - N. Bay Village	714	98%	697	98%
Other Stations	16	2%	15	2%
<b>Total</b>	<b>730</b>	<b>100%</b>	<b>712</b>	<b>100%</b>

Within the City of North Bay Village, MDFR has one (1) station; one (1) rescue; and one (1) suppression unit which is a BLS Engine.

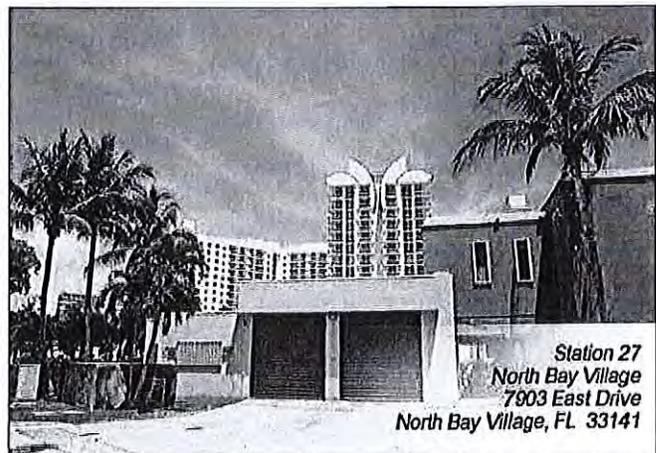
As depicted on **Attachment III**, an additional five (5) stations are within six (6) miles of the City which house two (2) Battalion Chiefs; five (5) rescues; and five (5) suppression units, three of which are ALS Engines, one

60-foot ALS Aerial (Tactical Response Team (TRT), and one 100-foot BLS Platform (**Table III**). These units exceed the NFPA recommended for responding to both high and medium occupancies.

**Table III**  
**MDFR Stations Within Six Miles of the City of North Bay Village**

Name	Miles to City of North Bay Village	Apparatus	Staffing
Station 27 - North Bay Village 7903 East Drive	0.00	BLS Engine - 1 Rescue - 1	4 FF/EMT 3 FF/PARA
Station 30 - Miami Shores/El Portal 9500 NE 2 Avenue	2.69	ALS Engine - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 3 FF/PARA
Station 21 - Haulover 10500 Collins Avenue	4.85	ALS Engine - 1 100' BLS Platform - 1 Battalion Chief - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 1 FF/PARA 3 FF/PARA
Station 76 - Bay Harbor 9665 Bay Harbor Terrace	4.88	Rescue - 1	3 FF/PARA
Station 20 - North Miami East 13000 NE 16 Avenue	5.22	ALS Engine - 1 Battalion Chief - 1 Rescue - 1	2 FF/PARA 2 FF/EMT 1 FF/PARA 3 FF/PARA
Station 19 - North Miami West 650 NW 131 Street	5.97	Rescue - 1 60' ALS Aerial (TRT) - 1	3 FF/PARA 2 FF/PARA 2 FF/EMT

Notes: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician



North Bay Village Station 27 serving the City of North Bay Village



**Miami-Dade Fire Rescue Department**  
Services to  
**The City of North Bay Village**

MDFR's closest Rescue unit is housed within the City of North Bay Village at MDFR North Bay Village Station 27. MDFR's next closest medical response unit is located 2.69 miles northwest of the City at MDFR Miami Shores/El Portal 30, which houses one (1) Rescue and one (1) ALS Engine.



Miami Shores/El Portal Station 30 serving the City of North Bay Village

As a result, within six (6) miles of the City of North Bay Village, MDFR has 14 front-line response units, nine (9) of which are ALS units including six (6) rescues, three (3) suppression units and two (2) Battalion Chiefs. Daily there are 41 firefighters on duty, 23 which are certified paramedics assigned to these units.

### **Structure Fires**

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the City of North Bay Village has 392 single-family and duplex units, 3,872 multi-family and condo units, and 53 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a high-hazard response to a structure fire incident in the City. As a result, on an initial dispatch to a structure fire, 24 firefighters and two (2) command chiefs would be required.

Based on MDFR's current dispatch protocol, MDFR would dispatch three (3) suppression units, one (1) aerial (platform, ladder or aerial), one (1) rescue, and one (1) Battalion Chief, exceeding NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy. If MDFR determines that it is a working fire, MDFR also would dispatch another Battalion Chief, a Safety Officer, an Air Truck, a Command Van and a Fire Investigator to the incident. To a structure fire at a high-hazard occupancy, MDFR's initial dispatch would also

surpass NFPA's recommended response. MDFR would dispatch four (4) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, and two (2) Battalion Chiefs. MDFR would dispatch additional support as noted to a working fire.

During 2014, MDFR dispatched more than 82 firefighters and 25 units to structure fire incidents in the City of North Bay Village. For example, on January 20, 2014 MDFR dispatched nine (9) units, equating to 26 firefighters, three (3) Engines, one (1) Air Truck, one (1) Platform, two (2) Rescues, and two (2) Battalion Chiefs to extinguish a fire at 1801 South Treasure Drive.

### **Medical Emergencies**

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes of the time an EMS call is received.

MDFR has 54 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities



**Miami-Dade Fire Rescue Department**  
Office of the Fire Chief  
9300 N.W. 41st Street  
Doral, Florida 33178-2414  
T 786-331-5000 F 786-331-5101

[miamidade.gov](http://miamidade.gov)

Dear Valued Customer:

Recently, Miami-Dade Fire Rescue (MDFR) had the opportunity to serve you in your time of need. MDFR's mission is to protect people, property, and the environment by providing responsive professional and humanitarian fire-rescue services essential to public health, safety, and well-being. Our firefighter paramedics are dedicated to providing the best possible care to Miami-Dade County's residents and visitors. In order to assure that we continue to achieve our mission and improve our service to you, we value your opinion regarding your experience with MDFR. Please take a few minutes to complete the brief survey and return it in the enclosed postage-paid envelope.

Please visit us at [www.miamidade.gov/mdfr/](http://www.miamidade.gov/mdfr/) to learn more about the specialized and diverse services offered by MDFR as well as answers to the most frequently asked questions regarding fire-rescue services.

As Fire Chief of Miami-Dade Fire Rescue, I thank you for taking the time to complete this survey. Your responses will ensure we continue to provide you the highest available level of care. As your fire-rescue department we are Always Ready and Proud to Serve You.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Downey".

Dave Downey, Fire Chief  
Miami-Dade Fire Rescue Department

La traducción en español se encuentra en el reverso de esta carta.  
Tanpri gade sou do lèt sa-a pou jwenn vèsyon Kreyòl la.

*Estimado cliente:*

*El Departamento de Bomberos y Rescate de Miami-Dade (MDFR, por sus siglas en inglés) tuvo la oportunidad de prestarle sus servicios cuando usted los necesitó. El objetivo del MDFR es proteger a los residentes, a las propiedades y al medio ambiente mediante la prestación de servicios de bomberos y rescate profesionales y humanitarios con respuesta a las necesidades de los residentes del condado que son esenciales para la salud, la seguridad y bienestar públicos. Nuestros bomberos y paramédicos se dedican a prestar el mejor servicio posible a los residentes y visitantes del Condado Miami-Dade. Para continuar realizando nuestros objetivos y mejorar aun más nuestros servicios, valoramos su opinión sobre la experiencia que usted tuvo con el MDFR. Por favor sírvase dedicarle unos minutos a llenar la siguiente encuesta y por favor háganosla llegar en el sobre adjunto de franqueo pagado.*

*Sírvase acudir a [www.miamidade.gov/mdfr/](http://www.miamidade.gov/mdfr/) para que se entere de más detalles acerca de los diversos servicios especializados que presta el MDFR así como de las respuestas dadas a las preguntas que se hacen con más frecuencia sobre los servicios de bomberos y rescate.*

*Como Jefe del Cuerpo de Bomberos y Rescate de Miami-Dade, le agradezco el haberse tomado el tiempo necesario para llenar esta encuesta. Sus respuestas garantizarán que continuemos prestando el nivel de atención más alto posible. Como su departamento de bomberos y rescate, nosotros siempre estamos listos y orgullosos de prestarle nuestros servicios.*

*Atentamente,*

*Dave Downey, Jefe del Cuerpo Bomberos y Rescate de Miami-Dade*

*Trè chè kliyan:*

*Resamman, Depatman Ponpye ak Sekou Miami-Dade (MDFR) te jwenn opòtinite pou sèvi w lè w te nan bezwen. Misyon MDFR se pou pwoteje pèp la, pwopriyete yo, ak anviwonman an nan bay sèvis sekou pwofesyonèl rapid e imanitè ki esansyèl a sante piblik, sekirite ak byennèt. Teknisyen Medikal Ijans Ponpye nou yo konsakre yo a bay pi bon kalite swen posib a rezidan ak vizitè Konte Miami-Dade yo. Pou asire ke nou kontinye akonpli misyon nou ak amelyore sèvis nou ba w yo, opinyon w de eksperyans w ak MDFR enpòtan pou nou. Tanpri pran kèlke minit pou ranpli yon ti sondaj epi retounen nan anvlop deja tenbre ki akonpaye liya.*

*Tanpri ale sou [www.miamidade.gov/mdfr/](http://www.miamidade.gov/mdfr/) pou aprann plis sou divès sèvis ak sèvis espesyalize MDFR ofri yo ak pou jwenn repons a kesyon ki poze pi souvan yo konsènan sèvis ponpye ak sekou.*

*Anlan Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade, mwen remèsye w pou tan w pou ranpli sondaj sa-a. Repons w yo va asire ke nou kontinye ba w pi bon kalite swen posib. Antan depatman ponpye ak sekou, nou Toujou Prè epi Fyè pou Nou Sèvi w.*

*Ak tout respè,*

*Dave Downey, Chèf Ponpye Depatman Ponpye ak Sekou Miami-Dade*

# Miami-Dade Fire Rescue

## Survey Encuesta Apercu



**Directions:** Please take a moment to answer this survey. Your responses will help MDFR improve services we provide to Miami-Dade County residents. Your identity will remain anonymous unless you provide your contact information at the bottom of this survey. The postage is paid; simply drop it in the mail. Thank You.

**Instrucciones:** Sírvase dedicar unos minutos para contestar esta encuesta. Sus respuestas ayudarán al Departamento de Bomberos y Rescate (MDFR, su sigla en inglés) a mejorar los servicios que proporcionan a los residentes del Condado de Miami-Dade. Su identidad permanecerá anónima, a no ser que usted provea sus datos personales para ser contactado. El porte de correos está pagado; solo tiene que poner la encuesta en el buzón. Gracias.

**Direksyon:** Tanpri pran yon ti moman pou reponn a sondaj sa a. Repons w yo va ede MDFR amelyore sèvis yap bay rezidan Konte Miami-Dade yo. Idanlè w ap ret sekrè anmwenske w bay enfomasyon pou kontakte w anba paj sondaj la. Si w ta vle repons w yo rete sekrè sèlman dekole etikèt ki gen adrès w a anba paj la. Mèsi.

1= Strongly Disagree	1= En total desacuerdo	1= Vreman Padako
2= Disagree	2= En desacuerdo	2= Padako
3= Neutral	3= Neutral	3= Neutre
4= Agree	4= En acuerdo	4= Dako
5= Strongly Agree	5= Muy de acuerdo	5= Totalman Dako

MDFR responded to your needs in a timely manner.  
MDFR atendió sus necesidades a tiempo.  
MDFR te reponn a bezwen w byen vit.

1    2    3    4    5

MDFR treated you in a professional manner.  
MDFR lo trató de forma profesional.  
MDFR te trete w avèk respè.

1    2    3    4    5

MDFR explained your treatment to you.  
MDFR le explicó su tratamiento.  
MDFR te espliké w tretman w yo.

1    2    3    4    5

MDFR met your expectations when you requested assistance.  
MDFR llenó sus expectativas en el momento que usted solicitó asistencia.  
MDFR pat desi w de sa w te atann deli lè w te mande asistans.

1    2    3    4    5

**OPTIONAL/ OPCION/ PREFERE**

Name/nombre/nom

Address/dirección/adres

City/ciudad/vil

State/estado/eta

Zip/código postal/kòd postal

Phone/teléfono/telefon

email/correo electrónico/imel

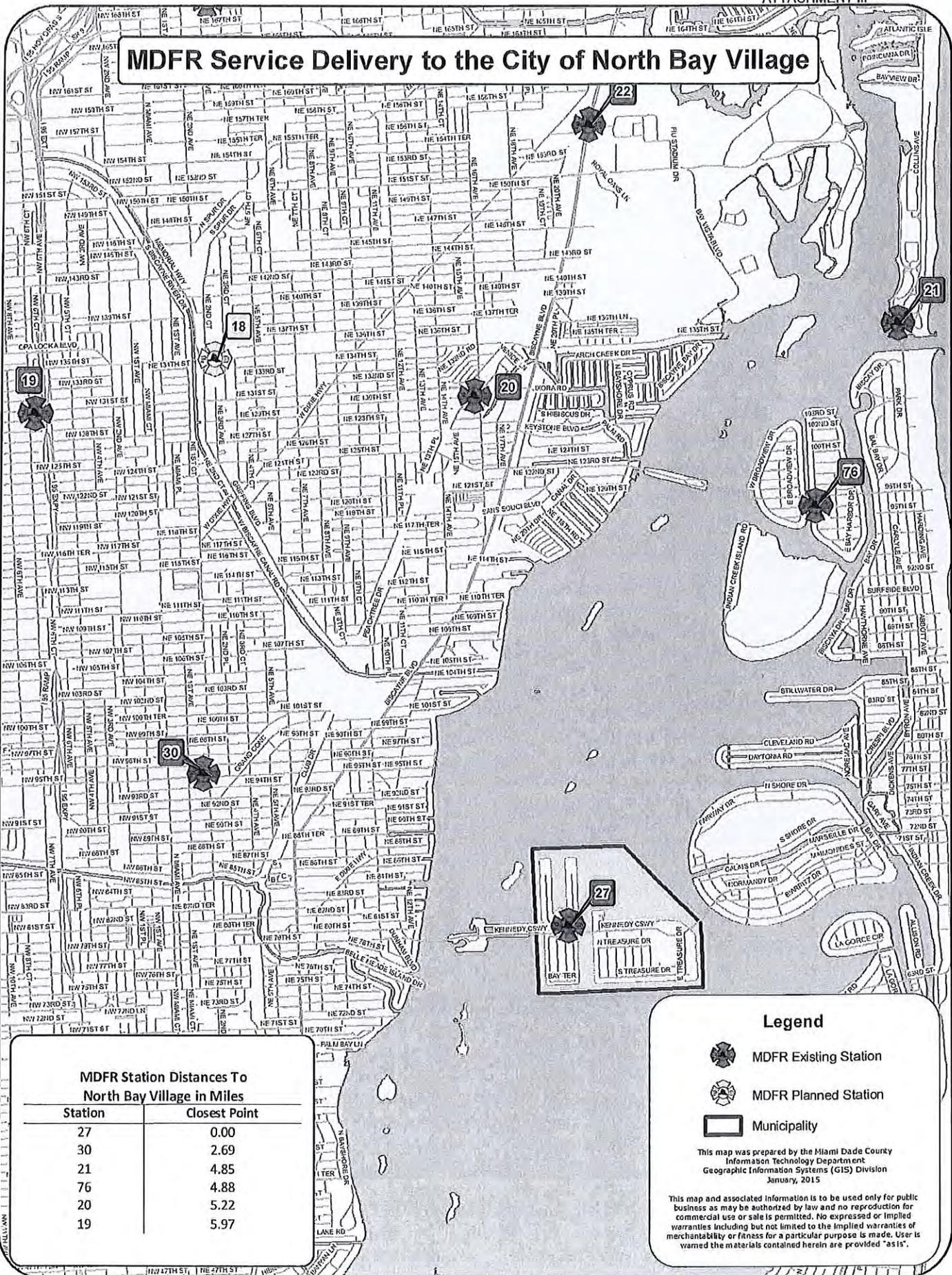


Miami-Dade Fire Rescue  
 Customer Feedback Surveys  
 Emergency Medical Services Provided to the City of North Bay Village from January 1, 2014 through December 31, 2014

Alarm #	Date of Service	Q1*	Q2*	Q3*	Q4*	Average	Comments
4100265	17-May-14	5	5	5	5	5.00	THEY ARE VERY SPECIALS PERSONS AND DESERVE ALL OUR RESPECTS.
4112292	02-Jun-14	5	5	5	5	5.00	YOU HAVE BEEN HERE FOR ME BEFORE AND LIKE ALWAYS YOU HAVE GIVEN ME THE MOST EXCELLENT CARE ALWAYS. THANK YOU VERY MUCH.
4116257	07-Jun-14	5	5	5	5	5.00	EXCELLENT! THANK!
4170806	20-Aug-14	5	5	5	5	5.00	THE STAFF WAS VERY NICE, PROFESSIONAL AND REASSURING.
4257229	14-Dec-14	5	5	5	5	5.00	

\*Refer to Attachment I for Questions.

# MDFR Service Delivery to the City of North Bay Village



**MDFR Station Distances To North Bay Village in Miles**

Station	Closest Point
27	0.00
30	2.69
21	4.85
76	4.88
20	5.22
19	5.97

- Legend**
-  MDRF Existing Station
  -  MDRF Planned Station
  -  Municipality

This map was prepared by the Miami Dade County Information Technology Department Geographic Information Systems (GIS) Division January, 2015

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**VILLAGE MANAGER'S REPORT**

TO

**THE MAYOR AND MEMBER OF THE VILLAGE COMMISSION****JUNE 9, 2015**

1. **RESCHEDULE BUDGET WORK SHOP** – Manager recommends Thursday, May 11, 2015
2. **RESCHEDULE BAY WALK PUBLIC MEETING** – Either a Workshop or a Special Commission Meeting at direction of Commission.
3. **UPDATE ON VILLAGE HALL PROJECT:** RFQ for A&E Services in the draft stage
4. **UPDATE ON LED MESSAGE BOARD RFP** – Bids are due in no later than 3:00pm on June 12<sup>th</sup>.
5. **UPDATE ON POLICE DISPATCH CENTER/PW BLDG** – Awaiting 40-Year Recertification Report – will perform remedial work required for Police Dispatch
  - a. Showers have been made operable for PW personnel
  - b. New water heater has been installed for PW personnel
  - c. Toilet and sewer line has been repaired for Police Dispatch
  - d. Lighting needs to be repaired for Police Dispatch
  - e. 1<sup>st</sup> floor bathroom to be modified to allow access from park visitors
6. **UPDATE ON HARBOR ISLAND PARKING PLAN**
  - a. Decal Parking Signs up
  - b. Flyers to obtain decals will be distributed on or about Jun 22<sup>nd</sup>
  - c. Still obtaining Multi-Residential private parking plans and assignments
7. **UPDATE ON SCHONBERGER PARK:**
  - a. Contracts awarded by Commission on April 14, 2015
  - b. Construction Schedule being developed among the three contractors (SFM for the tree trimming and removal, Advanced Recreational Concepts for the design, manufacturing, and installation of new playground equipment, and Easy Grass for the installation of the artificial turf).
8. **MANAGER'S RECOMMENDATION TO WAIVE EXCESS TRASH FEES:** I will request a motion from the Commission allowing the Manager to waive excess trash fees for vegetation only though the end of July 2015 to encourage residents to perform necessary tree trimming in preparation for the current hurricane season.



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

**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris, MSW  
**Date Submitted:** 6/1/2015  
**Reporting Period:** May 1 – 31, 2015

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

1. No new grants were submitted this reporting period.

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

1. See attached spreadsheet for June Grants.

### **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:** This reporting period, LaKeesha completed the "Desk Monitoring" requirements for the FDLE grant received for the 2014-15 fiscal year. During the desk monitoring, FDLE requests information about the Village's policies and procedures (i.e. purchasing policy, fiscal monitoring, civil rights compliance, etc.). All requested documents have been submitted to FDLE and the results are pending at the time of this report submittal.

### **Other Activities**

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

- There were no special activities/initiatives conducted this reporting period.

### **Grant Updates**

*This section contains updates on grants previously submitted by the Village.*

- **Florida Department of Transportation – Transportation Alternative Program (TAP):** The Village submitted a TAP grant in the amount of \$500,000 to begin construction of the Baywalk Plaza Area. The Village has passed the initial review and has been selected to



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

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

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conduct an oral presentation on the project before the selection committee of FDOT. This presentation is scheduled for Tuesday, June 2, 2015 at 3:00 pm.

- **Florida Inland Navigation District (FIND)** – The Village submitted a grant requesting \$200,000 for construction of the Baywalk Plaza Area. The Village has passed the initial review and has been selected to conduct an oral presentation on the project before the FIND Board of Directors. This presentation is tentatively scheduled for June 19 or 20<sup>th</sup> in Cocoa Beach, FL.
- **Florida Fish and Wildlife (FWC)** – The Village submitted a grant requesting \$31,803 to install Boat Docks and a Boat Lift at Vogel Park. The Village has passed the initial review and the project has been endorsed by the local review team. The final decision is based on a review and approval by the full FWC Board.

**North Bay Village**  
Potential Grants for June

Funding Source	Grant Name	Funding Range	Match	Due Date	Purpose	Will Village Pursue?
FL DEO	Technical Assistance Grant	not listed	n/a	17-Jun	Funding for the a economic development plan, comprehensive plan, growth management, CRA plan, main street program, etc.	Yes - LaKeesha and Jim have talked to DEO regarding this grant and will collaborate to submit this proposal.
US DOJ	COPS Hiring	up to \$125K per officer	25%	19-Jun	Hire up to two officers. In the past the Village has applied for funding for marine patrol. Priority is given to School Resource Officers, Homicide, Homeland security, Guns/Violence.	Yes - The Village will apply for 2 Marine Patrol Officers.
Realtors	Place making Grant	up to \$2,500	not listed	30-Jun	Funding for place making projects such as community gardens, farmers markets, plazas/walkways, mini-parks, trails/paths, playgrounds, dog parks.	Yes - The Village will apply for funding to construct a Fence around the "Tot Lot".
Florida League of Mayors	City Catalyst Grant	\$500 - \$1,500	not listed	26-Jun	Help supplement the cost associated with a public project/initiative with significant citizen involvement. Ex: beach clean-up, youth athletic equipment, veteran's memorials, mentoring programs, park/rec programs, gardens, etc.	Yes - The Village has proposed holding a "Trolley Party" to promote the new trolley/bus and route.
FHWA	Bicycle RSA City	No Funding	none	31-May	Mayor requested us to look into joining this study. If so, provide 1) how the RSA will increase bike safety and reduce fatalities, indicate the exact location that you want studied, have data to support your need.	No - The Village has no data yet and there is a new road improvement project coming to JFK.

## North Bay Village

### Potential Grants for June

US DOJ	Body Worn Camera	up to \$1500 per camera	50%	16-Jun	Pilot project for policing unit to develop a policy and start to use body worn camera. Suggest collaborating with neighboring units.	No - Per Frank the Village does not have a large enough project to be competitive.
FL DEO	Competitive Florida Partnership	Not listed, primarily TA	not listed	17-Jun	This grant is primarily for technical assistance. Grant funding is mentioned, but no amount is listed. This will allow for a community development plan.	No - The Village will apply for the Technical Assistance Grant instead.



# NORTH BAY VILLAGE POLICE DEPARTMENT

10A

## RECOMMENDATION MEMORANDUM

**DATE:** May 20, 2015

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

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

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

**SUBJECT:** May 2015 Commission Agenda- Request to Execute Law Enforcement Mutual Aid Agreements.

---

### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Law Enforcement Mutual Aid Agreements with the City of North Miami, Indian Creek Village and Miami-Dade County.

### BACKGROUND:

Execution of the agreements will allow for the sharing of law enforcement resources and the rendering of assistance amongst the agencies.

### BUDGETARY IMPACT:

There will be no impact to the General Fund

### PERSONNEL IMPACT:

North Bay Village Officers will assist the various municipalities should the need arise.

### CONTACT:

Brian Collins, Acting Chief of Police

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH MIAMI-DADE COUNTY AND THE MIAMI-DADE POLICE DEPARTMENT, THE VILLAGE OF INDIAN CREEK, AND THE CITY OF NORTH MIAMI; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, it is the responsibility of the governments of North Bay Village and other municipalities to ensure the safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, North Bay Village, Miami-Dade County and the Miami-Dade Police Department, the Village of Indian Creek, and the City of North Miami have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act to enter into a Mutual Aid Agreements for the rendering of law enforcement assistance.

**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 Agreements.** The Mutual Aid Agreements between the North Bay Village Police Department and Miami-Dade County, the Miami-Dade Police Department, the Village of Indian Creek, and the City of North Miami for law enforcement services are 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 Agreements.

**Section 4. Execution of Agreements.** The Village Manager and the Village Police Chief are authorized to execute the agreements 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 \_\_\_\_\_. The votes were 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 9th day of June 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: Mutual Aid Agreements with Miami-Dade Police Department, the Village of Indian Creek, and the City of North Miami.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** May 28, 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 Ordinance:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH MIAMI-DADE COUNTY AND THE MIAMI-DADE POLICE DEPARTMENT, THE VILLAGE OF INDIAN CREEK, AND THE CITY OF NORTH MIAMI; 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



Integrity • Respect  
Service • Fairness

**Miami-Dade Police Department**  
Office of the Director  
Police Legal Bureau  
9105 NW 25th Street • Room 3069  
Miami, Florida 33172-1500  
T 305-471-2550

miamidade.gov

April 29, 2015

Acting Chief Brian Collins  
North Bay Village Police Department  
1841 Galleon Street, 2<sup>nd</sup> Floor  
North Bay Village, FL 33141

Dear Acting Chief Collins:

Subject: Miami-Dade County Mutual Aid Agreement  
2015-2025

Enclosed is the Mutual Aid Agreement between North Bay Village and the North Bay Village Police Department and Miami-Dade County and the Miami-Dade Police Department. This Agreement was approved via Resolution R-214-15 by the Board of County Commissioners on March 3, 2015.

We are requesting that you review and sign the four (4) enclosed documents with original signatures. When the Agreement is fully signed, please return two signed original documents to this office, attention Ms. Susan Windmiller.

---

If you have any questions on this matter, please contact Ms. Susan Windmiller at (305) 471-3197.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Lewis".

Janet Lewis  
Senior Bureau Commander

---

Enclosures

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND  
THE CITY OF NORTH BAY VILLAGE  
FOR VOLUNTARY COOPERATION AND  
OPERATIONAL ASSISTANCE**

**WHEREAS**, it is the responsibility of the government of Miami-Dade County, Florida, and the subscribing municipality to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

**WHEREAS**, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is in the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

**WHEREAS**, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *Florida Mutual Aid Act*, and under Florida Statutes Section 316.640, *Enforcement*, to enter into a Mutual Aid Agreement,

**NOW, THEREFORE, BE IT KNOWN** that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned municipality, in consideration

for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

## **SECTION I. PURPOSE AND TERMS**

- A. Short title: Mutual Aid Agreement
- B. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Part I, Florida Statutes.
- C. Definitions:
  - 1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
  - 2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
  - 3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
  - 4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## SECTION II. PROCEDURES

### A. Operations:

1. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.
2. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. The Agency Heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

### B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
3. The political subdivision having financial responsibility for the participating law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
4. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such

agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

C. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

D. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property,

including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

- E. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Part I, Florida Statutes.

### **SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY**

- A. Command: The personnel, equipment, facilities, and other resources and services that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.
- B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.
- C. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Director or Chief of Police, or his/her designee, of the agency employing the officer who is the subject of the complaint, shall be responsible for the investigation of the complaint.

The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation, and;
4. The identity of the employee accused.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

#### **SECTION IV. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

- A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the participating municipality, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and

rendered regarding police operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following:

1. Voluntary:

- a. Joint multi-jurisdictional criminal investigations.
- b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
- c. Joint training in areas of mutual need.
- d. Off-duty special events.
- e. Joint multi-jurisdictional marine interdiction operations.
- f. Security and escort duties for dignitaries.

2. Operational:

- a. Hostage and barricaded subject situations, and aircraft piracy.
- b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- c. Enemy attack.
- d. Transportation of evidence requiring security.
- e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective.
- g. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special

Response Teams, bomb, crime scene, marine patrol, and police information.

- h. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- i. Terrorist activities including, but not limited to, acts of sabotage.
- j. Escapes from or disturbances within detention facilities.

#### **SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply to situations requiring operational assistance:

- A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.
- B. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
- C. Communications instructions will be included in each request for mutual aid. The Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
- D. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

## SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs A. and B. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County for arrests made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction; for example, to or from court, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.
- B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, for arrests made pursuant to the laws of arrest of persons identified as a result of investigations of any offense

constituting a felony or any act of domestic violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in mutual aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

- C. Prior to any officer taking enforcement action pursuant to either paragraph A. or B. above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to paragraph A. above shall be processed and coded pursuant to directions of the Clerk of the Court, in such

manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

D. Special Provisions for Concurrent Jurisdiction:

1. Joint enforcement of all laws in an area to be hereinafter designated as the Joint Community Marine Protection Area (JMPA). The JMPA shall consist of the unincorporated waterways surrounded by, in general: Sunny Isles; Surfside; Bay Harbor Islands; North Miami and the Intracoastal Waterway; Miami Shores; Miami Beach; and, an east-west line in the Atlantic Ocean parallel to the southerly line of Broward County, Florida.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action.
5. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
6. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes

place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

#### **SECTION VII. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

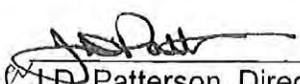
#### **SECTION VIII. CANCELLATION**

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this 26 day of March, 2015,

**MIAMI-DADE COUNTY**

*for*   
\_\_\_\_\_  
Carlos A. Gimenez, Mayor

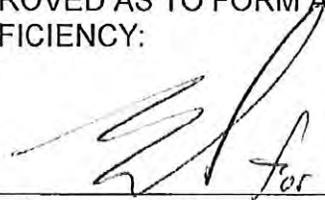
  
\_\_\_\_\_  
J.D. Patterson, Director  
Miami-Dade Police Department

ATTEST:

  
\_\_\_\_\_  
Harvey Ruvin, County Clerk  
Miami-Dade County, Florida



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
*for*  
R. A. Cuevas, Jr., County Attorney  
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2015,

**THE CITY OF NORTH BAY VILLAGE**

\_\_\_\_\_  
Frank Rollason, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Daniels, Chief  
North Bay Village Police Department

\_\_\_\_\_  
Date

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

**WHEREAS**, it is the responsibility of the governments of North Bay Village, Florida, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department or the subscribing law enforcement agencies; and

**WHEREAS**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Bay Village and the participating Miami-Dade County municipalities; and

**WHEREAS**, North Bay Village and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

**NOW, THEREFORE, BE IT KNOWN** that North Bay Village, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
  - a. Chief Executive Official: Either the Mayor of North Bay Village, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.
  - b. Agency Head: Either the Director of the North Bay Village Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chiefs designees.
  - c. Participating Law Enforcement Agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.
  - d. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## SECTION I. TERMS AND PROCEDURES

### 1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request: provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

### 2. Powers, Privileges, Immunities and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the

provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
  
4. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
  
5. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

## **SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. An address where the complaining party can be contacted;
- c. The specific allegation; and
- d. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for

the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

### **SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and North Bay Village, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

**Voluntary:**

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

**Operational:**

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back- ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

#### **SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the North Bay Village Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

#### **SECTION V. CONCURRENT JURISDICTION**

It is to the mutual benefit of the participating municipal agencies and the North Bay Village Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the

territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within territorial municipalities not participating in

the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

- f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

#### **SECTION VI. EFFECTIVE DATE**

This Agreement shall be in effect from date of signing, through and including, January 1, 2020. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

#### **SECTION VII. CANCELLATION**

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Frank K. Rollason  
Village Manager  
North Bay Village, Florida

\_\_\_\_\_  
Brian Collins  
Acting Chief of Police  
North Bay Village Police Department

ATTEST:

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk  
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

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

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

CITY OF: \_\_\_\_\_, Florida.

BY:

\_\_\_\_\_  
C. Samuel Kissinger, Village Manager

\_\_\_\_\_  
Clark P. Maher, Chief of Public Safety

\_\_\_\_\_  
(Official's Printed Name and Title)

\_\_\_\_\_  
(Printed Name of Chief of Police)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Marilane Lima, Village Clerk

\_\_\_\_\_  
Stephen J. Helfman, Village Attorney

\_\_\_\_\_  
(Printed Name of City Clerk)

\_\_\_\_\_  
(Printed Name of City Attorney)

STATE OF FLORIDA        )  
  ) SS.:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear: \_\_\_\_\_

(Insert Name and Title of Chief Executive)

of the City of \_\_\_\_\_, Florida, a municipal corporation of Florida, and acknowledged that he or she executed the foregoing Agreement as chief executive officer of the City of \_\_\_\_\_, Florida, and the same is the act and deed of the City of \_\_\_\_\_, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of \_\_\_\_\_, in the State of Florida and the County of Miami Dade on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

**WHEREAS**, it is the responsibility of the governments of North Bay Village, Florida, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department or the subscribing law enforcement agencies; and

**WHEREAS**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Bay Village and the participating Miami-Dade County municipalities; and

**WHEREAS**, North Bay Village and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

**NOW, THEREFORE, BE IT KNOWN** that North Bay Village, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
  - a. Chief Executive Official: Either the Mayor of North Bay Village, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.
  - b. Agency Head: Either the Director of the North Bay Village Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chiefs designees.
  - c. Participating Law Enforcement Agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.
  - d. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## SECTION I. TERMS AND PROCEDURES

### 1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request: provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

### 2. Powers, Privileges, Immunities and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the

provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
  
4. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
  
5. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

## **SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.
3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:
  - a. The identity of the complainant;
  - b. An address where the complaining party can be contacted;
  - c. The specific allegation; and
  - d. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for

the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

### **SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and North Bay Village, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back- ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

#### **SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the North Bay Village Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

#### **SECTION V. CONCURRENT JURISDICTION**

It is to the mutual benefit of the participating municipal agencies and the North Bay Village Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the

territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within territorial municipalities not participating in

the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

#### **SECTION VI. EFFECTIVE DATE**

This Agreement shall be in effect from date of signing, through and including, January 1, 2020. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

#### **SECTION VII. CANCELLATION**

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Frank K. Rollason  
Village Manager  
North Bay Village, Florida

\_\_\_\_\_  
Brian Collins  
Acting Chief of Police  
North Bay Village Police Department

ATTEST:

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk  
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

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

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

CITY OF: \_\_\_\_\_, Florida.

BY:

\_\_\_\_\_  
Aleem A Ghany, Village Manager

\_\_\_\_\_  
Leonard Burgess, Chief of Police

\_\_\_\_\_  
(Official's Printed Name and Title)

\_\_\_\_\_  
(Printed Name of Chief of Police)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Michael A. Etienne, Village Clerk

\_\_\_\_\_  
Regina Monestime, Village Attorney

\_\_\_\_\_  
(Printed Name of City Clerk)

\_\_\_\_\_  
(Printed Name of City Attorney)

STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear: \_\_\_\_\_

(Insert Name and Title of Chief Executive)

of the City of \_\_\_\_\_, Florida, a municipal corporation of Florida, and acknowledged that he or she executed the foregoing Agreement as chief executive officer of the City of \_\_\_\_\_, Florida, and the same is the act and deed of the City of \_\_\_\_\_, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of \_\_\_\_\_, in the State of Florida and the County of Miami Dade on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, one of the activities of the Education Compact with Miami-Dade County Public Schools that was established in 2008 is to increase the health and well-being of students in Miami Beach public schools through the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics; and

**WHEREAS**, North Bay Village entered into a Memorandum of Understanding with the City of Miami Beach, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbor Village, and the Miami Beach Chamber Education Foundation, Inc. in March 11, 2014 to provide its proportionate share of funding for the 2014-2015 School Year; and

**WHEREAS**, the Village Commission desires to pay its proportionate share to support the School Nurse Program for the 2015-2016 School Year; and

**WHEREAS**, the Village Commission recognizes the need to continue to support the program, and hereby authorizes the Village Manager to execute the Memorandum of Agreement for the School Years 2017 and 2018, without further action by the Commission.

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

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

**Section 2. Approval of Expend Funds.** The Village Manager is authorized to expend \$6,600 for the cost of a Registered Nurse for the 2015-2016 School Year.

**Section 3. Budget Appropriation.** The Village Manager is authorized to appropriate \$6,600 in the 2016 Budget Account 01.071.574.5316 to fund the Village's share of the cost for the Registered Nurse.

The Village Manager is further authorized to appropriate funds in the 2017 and 2018 budgets in accordance with the amounts stipulated in the Memorandum of Agreement.

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 9th day of June 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Registered Nurse; Treasure Island Elementary School-2016, 2017, and 2018



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** May 28, 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, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:jmg

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR  
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND  
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A  
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2015-2016**

This is a Memorandum of Understanding (“MOU”) made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the **City of Miami Beach (“CMB”)**, **North Bay Village (“NBV”)**, the **Town of Bay Harbor Islands (“TBHI”)**, the **Town of Surfside (“TS”)**, **Bal Harbour Village (“BHV”)**, and the **Miami Beach Chamber Education Foundation, Inc. (“MBCEF”)** (collectively, the “Parties”), to provide for funding and for the implementation of a Nurse Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children’s Trust (“TCT”)**.

**WITNESSETH**

**WHEREAS**, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the “**Participating Municipalities**”); and

**WHEREAS**, following the Parties’ determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “**Participating Schools**”) did not have full-time, on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative (“2013-2014 Nurse Initiative MOU”) to provide healthcare services to the Participating Schools during the 2013-2014 School Year; and

**WHEREAS**, due to the success of the Nurse Initiative during the 2013-2014 and 2014-2015 School Years, the Parties wish to implement an enhanced nurse initiative (“Nurse Enhancement Initiative”) for the 2015-2016 School Year for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and The Children’s Trust, will now be provided by The Children’s Trust via the new School Health Programs; and

**WHEREAS**, the Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2015-2016 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse

Enhancement Initiative for the Participating Schools during the 2015-2016 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide funding in the approximate amount of \$\_\_\_\_\_ for services including, but not limited to behavioral health and/or telehealth/telemedicine and shall provide certain schedules and reports as follows:
  - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the Participating Schools and to **MBCEF**; and
  - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2015, **MBCEF** shall provide funding to **TCT** for the 2015-2016 Nurse Initiative from the Aetna Voices of Health Award in the amount of \$7,000.
3. On or before October 31, 2015, the **Participating Municipalities** shall provide their proportionate share of funds for the 2015-2016 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate share of funding for the 2015-2016 School Year shall be paid by October 31, 2015 in the following amounts:
  - i) **CMB** shall provide funding in the amount of \$15,400;
  - ii) **NBV** shall provide funding in the amount of \$6,600;
  - iii) **TBHI** shall provide funding in the amount of \$3,667;
  - iv) **TS** shall provide funding in the amount of \$3,667; and
  - v) **BHV** shall provide funding in the amount of \$3,667;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.

5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this MOU by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
  
6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF**, adjust the services to be provided through the Nurse Enhancement Initiative.
  
7. In the event that any of the provisions in this MOU are not performed, or if the 2015-2016 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2016-2017 and/or 2017-2018 School Years, then **MBCEF** may, as directed by the **Participating Municipalities** that agree to implement a 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative.

**IN WITNESS THEREOF**, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

**ATTEST:**

**CITY OF MIAMI BEACH**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

By: \_\_\_\_\_  
Philip Levine, Mayor

Approved as to form and Language and for execution

\_\_\_\_\_

**ATTEST:**

**NORTH BAY VILLAGE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**TOWN OF BAY HARBOR ISLANDS, a Municipal Corporation of the State of Florida**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**TOWN OF SURFSIDE, A Municipal Corporation of the State of Florida**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**BAL HARBOUR VILLAGE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor/Village Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION  
FOUNDATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

RESOLUTION NO. 2015-29004

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU), ACCEPTABLE TO THE CITY ATTORNEY AND THE CITY MANAGER, BETWEEN THE CITY OF MIAMI BEACH, THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC., NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, AND BAL HARBOUR VILLAGE TO SUPPORT AND ENHANCE THE NURSE INITIATIVE FOR THE 2015-2016 SCHOOL YEAR AND AUTHORIZING THE APPROPRIATION OF \$15,400 FROM THE MIAMI BEACH EDUCATION COMPACT FUND FOR THE CITY OF MIAMI BEACH'S PROPORTIONATE SHARE OF FUNDING FOR THE NURSE ENHANCEMENT INITIATIVE SUBJECT TO APPROVAL IN THE CITY'S FY 2015/16 ANNUAL BUDGET.**

**WHEREAS**, in January 2008, the City of Miami Beach entered into an Education Compact with the Miami-Dade County Public Schools to enhance learning opportunities for youth; and

**WHEREAS**, the Education Compact reflects the desire of the Miami Beach community to support excellence in the City's public schools and enhance the health and well-being of our City's youth; and

**WHEREAS**, as a result of the City's Education Compact with Miami-Dade County Public Schools, all public schools in Miami Beach offer the International Baccalaureate program which is internationally recognized as a benchmark for education excellence and also fosters student participation in community service; and

**WHEREAS**, in the 2012-13 School Year, five of the eight schools in our educational feeder pattern had Health Connect in Our Schools (HCIOS) suites which are supported by The Children's Trust and which provide a full-time Medical Assistant and a shared Registered Nurse on campus; and

**WHEREAS**, for students who do not require routine medications, the HCIOS suites used for nursing assessments, administration of first aid, and other purposes such as consulting with parents and caregivers; and

**WHEREAS**, the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village ("Participating Municipalities") determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of youth; and

**WHEREAS**, in the 2013-14 School Year, a municipal Nurse Initiative was implemented pursuant to a Memorandum of Understanding between the Participating Municipalities to provide a HCIOS team of professionals including a shared Registered Nurse, a full-time Medical Assistant, and a social worker which is already funded by Miami-Dade County Public Schools for the 2013-14 School Year and the 2014-15 School Year; and

**WHEREAS**, the benefits of HCIOS health teams include: a coordinated level of school-based healthcare, expanded health screenings, and assessments with access to follow-up care, mental and behavioral health services to identify and solve student health and educational issues, nutrition and health counseling, health services for uninsured students with no other option for access to health care, emergency first aid/CPR, and chronic disease management; and

**WHEREAS**, utilization of the HCIOS have remained high throughout the 2014-15 school year, with 52 percent of the 3,044 unduplicated students utilizing the services from August 2014 through February 2015, an average of eleven visits per day per school resulting in 3,836 visits this school year; and

**WHEREAS**, by approval of Resolution 2015-42 on February 9, 2015, The Children's Trust Board of Directors approved the release of RFP 2015-17: School Health Programs to fund improved access to quality health care through providers delivering comprehensive services in the public schools to 145 pre-selected schools for School Years 2015-16, 2016-17, and 2017-18; the programs which are the subject of the RFP include all three (3) Miami Beach schools in the City's original Nurse Initiative; and

**WHEREAS**, due to the success of the Nurse Initiative during the 2013-2014 School Year and the 2014-15 School Year, the City of Miami Beach and the other Participating Municipalities wish to support an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015-2016 School Year because the basic healthcare services previously funded in the prior Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc. (MBCEF), and The Children's Trust will now be provided by The Children's Trust via the School Health Programs; and

**WHEREAS**, the City's proportionate share for the Nurse Enhancement Initiative is approximately \$15,400 for the 2015-16 School Year and will not be due to be paid until October 31, 2015; and

**WHEREAS**, the funds for the City's proportionate share will be subject to approval in the City's FY 2015/16 Annual Budget; and

**WHEREAS**, The Children's Trust has committed to fund the School Health Programs at all Miami Beach feeder schools through the end of the 2017-18 School Year; and

**WHEREAS**, the MBCEF shall provide funding for the 2015-2016 Nurse Enhancement Initiative from unused funds (\$21,000) provided by the Aetna Voices Health award pursuant to the 2013-2014 Nurse Initiative Memorandum of Understanding, such funds shall be carried over for use during the 2015-2016 School Year at \$7,000 per year and may be carried over for an additional two years at \$7,000 per year through the 2017-18 School Year; and

**WHEREAS**, the funding provided by the Participating Municipalities will enhance The Children's Trust School Health Programs for North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "Schools"), to include, but not be limited to, services such as behavioral health and/or tele health/telemedicine each week during the 2015-2016 School Year at each of the Schools; and

**WHEREAS**, The Children's Trust funding will provide for a full-time registered nurse and/or licensed practical nurse at each of the Schools for the 2015-2016 School Year; and

**WHEREAS**, as of April 2015, each of the Participating Municipalities has committed approximate funding for the Nurse Enhancement Initiative for the 2015-2016 School Year, subject to their respective budget approvals, as follows: City of Miami Beach \$15,400, Town of Surfside \$3,667, Town of Bay Harbor Islands \$3,667, Bal Harbour Village \$3,667, and North Bay Village \$6,600; and

**WHEREAS**, the MBCEF will serve as the fiscal agent to collect the funds from the Participating Municipalities and will disperse the funds to The Children's Trust; and

**WHEREAS**, on or before October 31, 2015, the Participating Municipalities shall provide their proportionate share of funds for the 2015-2016 Nurse Enhancement Initiative to MBCEF, which funds MBCEF shall hold in escrow pending the execution of its agreement with The Children's Trust; and

**WHEREAS**, it is anticipated that a Memorandum of Understanding ("MOU") will be entered into between the City of Miami Beach, the Miami Beach Chamber Education Foundation, Inc., The Children's Trust, North Bay Village, the Town of Surfside, the Town of Bay Harbor Islands, and Bal Harbour Village, with the Participating Municipalities contributing their proportionate share of the costs to support the Nurse Enhancement Initiative program for the 2015-2016 School Year; and

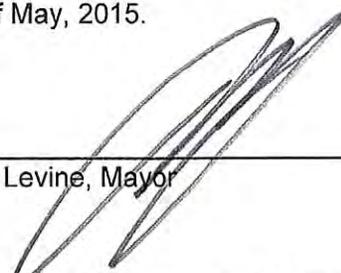
**WHEREAS**, the MOU may be extended for up to two additional School Years in 2016-2017 and/or 2017-2018, pending available funding from the Participating Municipalities.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby authorize the Mayor and City Clerk to enter into a Memorandum of Understanding, acceptable to the City Attorney and the City Manager, between the City of Miami Beach, the Miami Beach Chamber Education Foundation, Inc., North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village to support the Nurse Enhancement Initiative for the 2015-2016 School Year, and authorizing the appropriation of \$15,400 from the Miami Beach Education Compact Fund for the City of Miami Beach's proportionate share of funding for the Nurse Enhancement Initiative, subject to approval in the City's FY 2015/16 Annual Budget.

**PASSED AND ADOPTED** this 6 day of May, 2015.

ATTEST:

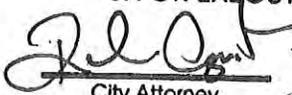
5/13/15  
Rafael Granado, City Clerk

  
Philip Levine, Mayor

F:\ATTO\TURN\RESOS\Nurse Enhancement Initiative Resolution.docx



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

4-28-15  
Date

**RESOLUTION NO. 2014-12**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, one of the activities of the Education Compact with Miami-Dade County Public Schools that was established in 2008 is to increase the health and well-being of students in Miami Beach public schools through the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics; and

**WHEREAS**, North Bay Village entered into a Memorandum of Understanding with the City of Miami Beach, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbor Village, and the Miami Beach Chamber Education Foundation, Inc in August 13, 2013 to provide its proportionate share of funding for the 2013-2014 School Year; and

**WHEREAS**, the Village Commission desires to continue to participate in the program and pay its proportionate share to support the School Nurse Program for the 2014-2015 School Year.

**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 Expend Funds.** The Village Manager is authorized to expend \$6,600 for the cost of a Registered Nurse for the 2014-2015 School Year.

**Section 3. Budget Appropriation.** The Village Manager is authorized to appropriate \$6,600 in the 2015 Budget Account 01.071.574.5316 to fund the Village's share of the cost for the Registered Nurse.

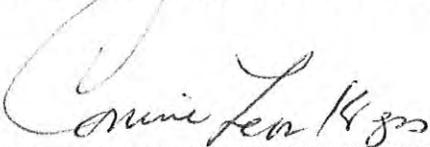
**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commission Jorge Gonzalez, who moved for its adoption. This motion was seconded by Vice Mayor Eddie Lim, and upon being put to a vote, the vote was as follows:

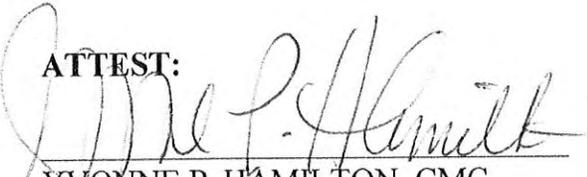
**FINAL VOTE AT ADOPTION:**

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 11th day of March 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Registered Nurse; Treasure Island Elementary School-2015.

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES COAST GUARD TO MOVE FORWARD, ON AN EXPEDITED BASIS, THE NOTICE OF PROPOSED RULEMAKING (NPRM) FOR THE PURPOSE OF REGULATING THE HOURS OF OPERATIONAL OPENINGS OF THE EAST 79<sup>TH</sup> STREET AND THE WEST 79<sup>TH</sup> STREET BRIDGES (STATE ROAD 934), WHICH SERVE AS THE INGRESS AND EGRESS POINTS FOR NORTH BAY VILLAGE; FLORIDA; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, it is the desire of the Commission of North Bay Village, Florida to provide safe and timely ingress and egress along the J. F. Kennedy Causeway, which is the main thoroughfare through the Village; and

**WHEREAS**, both bridges serve not only the waterways that surround North Bay Village, but also as “control gates” for vehicular traffic entering and leaving the Village by residents, visitors, and commuters; and

**WHEREAS**, the Village Manager, the Police Operations Lieutenant, and the Director of Public Works met with the Florida Department of Transportation (FDOT) and Coast Guard representatives on November 19, 2014 in an effort to pursue the implementation of regulations for the operation of these bridges; and

**WHEREAS**, the Village Manager made a formal request for said “Notice of Proposed Rulemaking” (NPRM) process to be initiated on November 20, 2014; and

**WHEREAS**, at the November 19, 2014 meeting, FDOT committed to having both Bridge Tenders notify North Bay Village Police Dispatch whenever it becomes apparent that either bridge will be inoperable, in the “UP” position, for an extended period of time; and

**WHEREAS**, the Commission of North Bay Village believes that implementing regulated hours of operation for both bridges on the J. F. Kennedy Causeway will achieve a more systematic process of traffic control, thereby creating a smoother transition of vehicular traffic in unison with boat traffic during peak vehicular traffic periods.

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

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

**Section 2.** The Village Commission hereby urges the United States Coast Guard to move forward on an expedited basis, where feasible, the Notice of Proposed Rulemaking (NPRM) for the purpose of regulating the openings of the East 79<sup>th</sup> Street Bridge and the West 79<sup>th</sup> Street Bridge for the betterment of all parties concerned.

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 9th day of June 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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Robert L. Switkes & Associates, P.A.

North Bay Village Resolution: Registered Nurse; Treasure Island Elementary School-2016, 2017, and 2018



## North Bay Village

Administrative Offices

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

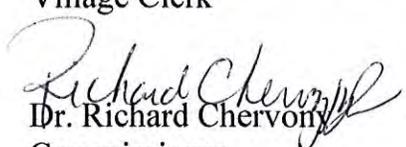
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** May 29, 2015

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

**FROM:**   
Dr. 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, URGING THE UNITED STATES COAST GUARD TO MOVE FORWARD, ON AN EXPEDITED BASIS, THE NOTICE OF PROPOSED RULEMAKING (NPRM) FOR THE PURPOSE OF REGULATING THE HOURS OF OPERATIONAL OPENINGS OF THE EAST 79<sup>TH</sup> STREET AND THE WEST 79<sup>TH</sup> STREET BRIDGES (STATE ROAD 934), WHICH SERVE AS THE INGRESS AND EGRESS POINTS FOR NORTH BAY VILLAGE; FLORIDA; SETTING 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  
Page 88



**NORTH BAY VILLAGE POLICE DEPARTMENT**

10D

**RECOMMENDATION MEMORANDUM**

**DATE:** May 20, 2015

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

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

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

**SUBJECT:** Request for approval of modification of Resolution No.2014-26

**RECOMMENDATION:**

It is recommended that the Village Commission modify Resolution No. 2014-26 to reallocate and expend \$55,000 of Police Impact Fees previously approved for the purchase of a GPS System for police vehicles as follow:

- \$20,000 Ten (10) replacements laptop computers.
  - \$12,000 Three (3) replacements handheld police radios.
  - \$10,500 Four (4) replacements trunk mount police radios.
  - \$ 6,000 Six (6) replacements tasers.
  - \$ 1,500 Two (2) computer tablets.
  - \$ 5,000 Four (4) new AEDs.
- 
- \$ 55,000

**BACKGROUND:**

Resolution No. 2014-26 was approved on April 8, 2014 authorizing the expenditure of \$142,000 from Police Impact Fees, which included \$55,000 for the purchase of the GPS System. During the research process, it was determined that it would be more cost effective for the Village to rent the GPS units. Furthermore, the rentals of these units have been included in the Village Manager's FY 2016 proposed budget.

**FINANCIAL IMPACT:**

There will be no financial impact to the General Fund.

**PERSONNEL IMPACT:**

The police officers will have more efficient equipment to perform their duties.

**CONTACT:**

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

North

1666  
33141  
Tel: (305)



Bay Village

Administrative Offices  
Kennedy Causeway, Suite 300 North Bay Village, FL

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

**MEMORANDUM**  
North Bay Village

**DATE:** June 2, 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 Ordinance:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING RESOLUTION NO. 2014-26 TO REALLOCATE AND EXPEND POLICE IMPACT FEES; 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, MODIFYING RESOLUTION NO. 2014-26 TO REALLOCATE AND EXPEND POLICE IMPACT FEES; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village Commission approved Resolution No. 2014-26 on April 8, 2014 authorizing the expenditure \$142,000 of Police Impact Fees, which included \$55,000 for the purchase of a GPS System; and

**WHEREAS**, Staff finds that it more cost effective and beneficial to the Village to rent the GPS units; and

**WHEREAS**, the Village Manager hereby request reallocation of the \$55,000 of Police Impact Fees, previously approved for a GPS System, for the purchase of the following equipment to aid in providing more efficient law enforcement services:

- Ten (10) replacement laptop computers
- Three (3) replacement handheld police radios
- Four (4) replacement trunk mount police radios
- Six (6) replacement tasers
- Two (2) computer tablets
- Four (4) new AED's

**WHEREAS**, the Village Commission finds that rental of the GPS System is in the best interest of the Village.

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

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

**Section 2.**     **Allocation of Funds.** Fifty-Five Thousand Dollars (\$55,000) is hereby reallocated for the specific purpose of purchasing the equipment outlined above.

**Section 3.**     **Authorization of Fund Expenditure.** The Village Manager is authorized to expend \$55,000 of Police Impact Fees for the purchase of the items listed above.

**Section 4. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**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 9th day of June, 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: Reallocation of \$55,000 of Police Impact Fees.

**RESOLUTION NO. 2014-26**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES; MAKING APPROPRIATIONS IN THE FY 2014 BUDGET; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Section 32.44 of the North Bay Village Code of Ordinances authorizes the Village to collect Police Impact Fees on all new developments in the Village to ensure that they bear their proportionate share of the infrastructure costs they impose on the community; and

**WHEREAS**, the Village has collected \$148,754 in Police Impact Fees; and

**WHEREAS**, the Village Manager has recommended appropriation of these funds in the FY 2014 Budget and expenditure to cover the cost of a GPS System, two police vehicles, a Digital Recording System for Police Dispatch and for purchasing and developing a Smart Water program for the residents to mark valuables to assist in future recovery.

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

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

**Section 2. Appropriation of Funds.** One Hundred Forty-two Thousand Dollars (\$142,000) is hereby appropriated in the FY 2014 Budget for the purposes set forth herein.

**Section 3. Approval of Expenditure.** Approval is granted for expenditure of Police Impact Fees as follows: GPS-\$55,000, Two Police Vehicles-\$60,000, Digital Recording System Dispatch-\$14,000 and Smart Water CSI-\$13,000.

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

The foregoing Resolution was offered by Commissioner Wendy Duvall, who moved for its adoption. This motion was seconded by Vice Mayor Eddie Lim, and upon being put to a vote, the vote was as follows:

**Section 3. Authorization of Village Officials.** The appropriate Village officials including are authorized to take any actions necessary to comply with the terms of the settlement.

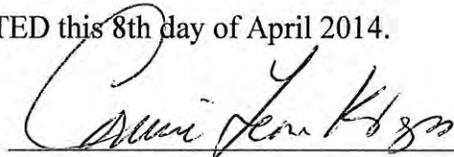
**Section 4. Effective Date.** This Resolution shall be effective immediately upon its adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Wendy Duvall.

**FINAL VOTE AT ADOPTION:**

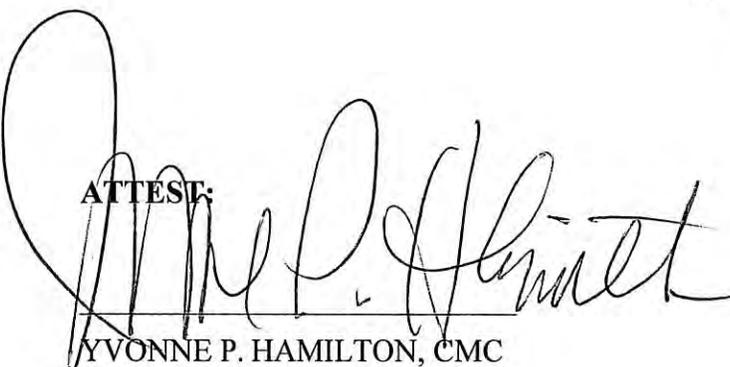
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED and ADOPTED this 8th day of April 2014.



MAYOR CONNIE LEON-KREPS

ATTEST:



YVONNE P. HAMILTON, CMC

Village Clerk

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A HOLD HARMLESS AGREEMENT WITH THE TOWN OF MEDLEY FOR THE USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village wishes to enter into a Hold Harmless Agreement with the Town of Medley for the use of the Medley Police Firearms Training Center located at 9700 N.W. 97<sup>th</sup> Avenue, Medley, Florida for the purpose of conducting firearms and other related training for North Bay Village law enforcement officers; and

**WHEREAS**, it is requested that the Village Commission authorize the Village Manager to enter into a Hold Harmless Agreement, in the form attached hereto as Exhibit 1, with the Town of Medley for the use of the Medley Police Firearms Training Center.

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

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

**Section 2.** The Village Commission hereby authorizes the Village Manager to execute the Hold Harmless Agreement in substantially the form attached hereto as Exhibit 1.

**Section 3.** 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 9th day of June 2015.

---

CONNIE LEON-KREPS  
MAYOR

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

---

Robert L. Switkes & Associates, P.A.

North Bay Village Resolution: Hold Harmless Agreement with Medley for use of Firearms Training Facility.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** June 1, 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 VILLAGE MANAGER TO ENTER INTO A HOLD HARMLESS AGREEMENT WITH THE TOWN OF MEDLEY FOR THE USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER; AND SETTING AN EFFECTIVE DATE.**

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

FKR:jmg

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim



MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete  
*Chief of Police*

April 8, 2015

Village of North Bay Police Department  
Chief Robert Daniels  
7903 E. Drive  
North Bay Village, FL 33141

Dear Chief Daniels:

Attached for your consideration is the revised hold harmless agreement for the use of the Medley Police Firearms Training Center between The Town of Medley and the Village of North Bay. Please have the enclosed three copies of the agreement forwarded to the appropriate officials for their signature, and return the fully executed agreement to our agency.

Thank you for your continued support in matters of mutual professional concerns. Should you have any questions and/or need further assistance, please do not hesitate to contact my Executive Assistant, Elizabeth Chow at (305) 883-2047.

Kindest regards,

A handwritten signature in cursive script that reads "Jeanette S. Jinete".

Jeanette Said Jinete  
Chief of Police

JSJ/ec

**TOWN OF MEDLEY**  
**TEMPORARY LICENSE AND HOLD HARMLESS AGREEMENT**  
**FOR USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER**

THIS TEMPORARARY LICENSE AND HOLD HARMLESS AGREEMENT (this "Agreement") is made by and between the **THE TOWN OF MEDLEY**, a Florida municipal corporation, herein referred to as the **LICENSOR**, and

---

hereinafter referred to as the **LICENSEE**, which term shall include, if applicable, the **LICENSEE'S** officers, agents, employees or representatives and who address is

---

**WHEREAS**, the **LICENSEE** desires to use the facilities operated and maintained by the **LICENSOR** for the purpose of conducting firearms and other related training for its officers, agents, employees or representatives, and the **LICENSOR** has the appropriate facilities for such, which facilities are known as the **MEDLEY POLICE FIREARMS TRAINING CENTER** located at 9700 N.W. 97<sup>th</sup> Avenue, Medley, Florida 33178 (hereinafter the "Facility" or "Premises").

**THEREFORE**, the parties agree as follows:

1. **GRANT OF TEMPORARY LICENSE.** The **LICENSOR** hereby grants to the **LICENSEE** a temporary and revocable license to occupy and use, subject to all terms and conditions stated or referenced herein, and further subject to any other rules and regulations for use of the Facility as the **LICENSOR** may establish from time to time, the Premises, including available parking areas.
2. **TERM/USE OF PREMISES.** The Facility, its appurtenances and fixtures, may be temporarily occupied and used by the **LICENSEE** to conduct firearms training and other related activities during such days and dates as are mutually agreeable to the **LICENSOR** and **LICENSEE**. All dates and types of training shall be coordinated in advance with the **LICENSOR** who expressly reserves the right to restrict or modify the use, type, activity, duration or date of any such training as the **LICENSOR** deems reasonably necessary and/or appropriate.
3. **PAYMENT.** For the license granted by this Agreement, the **LICENSEE** will pay the **LICENSOR** the agreed upon rate as set forth in the **MEDLEY POLICE FIREARMS**

TRAINING CENTER FEE SCHEDULE (the "Range Usage Fee Schedule") attached hereto and incorporated herein. Appropriate payment pursuant to the Range Usage Fee Schedule shall be promptly remitted and made payable to the Town of Medley Police Department's Office without demand. Failure to remit payment within 30 days of use of the facility may result in the accrual of interest at the approved statutory rate and may result in the immediate suspension and/or termination of LICENSEE'S privileges herein.

4. **CONDITION OF PREMISES.** The LICENSEE acknowledges and agrees that it is temporarily using and occupy the Premises without any warranties or representations by LICENSOR as to the condition or suitability of the Premises for the uses intended, and agrees to maintain the Premises in a clean and usable condition and will be responsible for all reasonable necessary and/or appropriate clean up and restoration of the Premises after each use by the LICENSEE. If the Premises are not returned to a clean and usable condition, as determined in the sole discretion of the LICENSOR, the LICENSOR reserves the right to restore the Premises and the cost of such shall be paid by the LICENSEE.

5. **INDEMNITY/HOLD HARMLESS.**

a. If LICENSEE is a county, state or federal governmental entity, LICENSEE agrees to the extent permitted by F.S. § 768.28 or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (FTCA) to indemnify and hold LICENSOR harmless from any damages sustained as a result of the LICENSEE's use of the Premises and the negligent or wrongful act or omission of LICENSEE's officers, agents, employees or representatives arising out of its use or occupancy of the Premises.

b. If the LICENSEE is a private or non-governmental agency, LICENSEE agrees, with the respect to its use and occupancy of the Premises to defend LICENSOR, its agents, servant, employees, officers and directors, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of LICENSEE, its officers, agents, employees or representatives, and to indemnify and hold LICENSOR harmless for any damages sustained as a result of LICENSEE'S use or occupancy of the Premises, including bodily injury and property damage .

c. The LICENSEE agrees to repair or replace any damage to the Premises and to any real or personal property of the LICENSOR or third parties caused by the acts or omissions of the LICENSEE and occurring while the Premises are under the control and use of LICENSEE, and further agrees to be solely responsible for any award or payment

and expenses (including any right of subrogation) of any workers' compensation claim by any of the LICENSEE'S officers, employees or appointees that may result from the use of the Premises or activities thereon.

6. **THIRD PARTY.** LICENSEE shall not and is expressly prohibited from introducing, inviting or allowing any third parties into the Premises or Facility without the express consent of the LICENSOR. In the event LICENSEE does in fact allow or invite a third party or utilizes the services of a third party for training purposes, LICENSEE agrees to indemnify and hold harmless the LICENSOR from any damage or claims which may result from the acts or omissions of the third party. LICENSOR reserves the right to deny access to any third party, who, in the opinion of LICENSOR, is not qualified to provide such training.

7. **ASSUMPTION OF THE RISK.** Participation in the training and use of the Facility contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person would be aware. To that extent, LICENSEE acknowledges, agrees and hereby assumes the risks associated with all training and other related activities contemplated herein and the use of the Facility. LICENSEE agrees to indemnify and hold LICENSOR harmless for any injuries that occur as a result of LICENSEE's use of the Facility. LICENSEE further acknowledges and agrees that LICENSOR does not and shall not provide supervision or control of the Premises during LICENSEE's use of and operations at the Facility, and that LICENSEE shall be solely responsible for all supervision, control, activities and safety of its officers, agents, employees or representatives during such use.

8. **TERMINATION.** This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated, at will, by a party hereto giving written notice thereof to the other party. In the event that LICENSEE terminates this Agreement, LICENSEE shall remain responsible for payment of any outstanding amounts already due and payable to LICENSOR.

9. **REGULATION; COMPLIANCE WITH LAWS; PROHIBITION OF USE OF REAL PHOTOS OR IMAGES.** During the performance of this Agreement, the LICENSEE agrees to and shall comply with any and all administrative, operational and safety rules and regulations established by the LICENSOR, its agents, and/or employees, and all applicable federal, state and local laws, at all times during the use and operation of the Premises by the LICENSEE.

The use or application by LICENSEE, or its officers, agents, employees or representatives, of photographic investigative lineups or mug shots of suspects for training or other related activities, including target or shooting practice, shall be specifically and expressly prohibited at the Facility.

Any breach of any rule or regulation established by the LICENSOR, or applicable laws, shall result in the immediate termination of LICENSEE's use of the Premises and in the LICENSOR'S sole discretion, termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Temporary License and Hold Harmless Agreement for use of the Medley Police Firearms Training Center on the day and year stated below.

**LICENSOR:**

**TOWN OF MEDLEY**, a Florida municipal corporation

By: \_\_\_\_\_

Jeanette Said-Jinete, Chief of Police

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Jeanette Said-Jinete, as Chief of Police, of the Town of Medley, Florida, a Florida municipal corporation, who is personally known to me or who has produced his/her driver's license and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large

**LICENSEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ [insert name of agency], as \_\_\_\_\_ [insert title], of \_\_\_\_\_ [Insert name of agency] who is personally known to me or who has produced his/her driver's license and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large



### 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:** June 2, 2015

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

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

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

**SUBJECT:** Budget Amendment – Transfer of Funds for Salary of New Afterschool Care Program Director’s Salary

**RECOMMENDATION:**

It is recommended that the Village Commission amend the 2015 Fiscal Year Operating Budget for the After School and Summer Program under the Children’s Services Fund, by transferring \$12,039 from the Children’s Services FY 2014 Fund Balance account 114-00-284-2700 and transfer \$7,726 from the Professional Services account 114-071-72-3160 to the Regular Salary expense in the amount of \$18,360 and FICA expense 114-071-572-2100 in the amount of \$1,405. These amounts will fully fund the cost of new Program Director for the Afterschool Care Program through the end of the fiscal year.

**BACKGROUND:**

North Bay Village has developed an afterschool care program at Treasure Island Elementary School to care for area students after the close of the school day and during the summer, through a summer day camp program. The program is primarily funded by The Children’s Trust.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

**MEMO TO VILLAGE COMMISSION**  
**JUNE 2, 2015**  
**PAGE 2 OF 2**

The current Program Director will be leaving the program due to medical reasons. At this time we are not certain if the leave will be permanent. In order to ensure that the program continues in accordance with the rules and regulations set by The Children's Trust, it is necessary for the Village to hire a Program Director, to work in conjunction with Ms. Dao, prior to her leaving, for her to be properly trained on the complex rules and regulations imposed by The Children's Trust.

The funding from The Children's Trust will only cover the cost of one director. The funds being used are contributions made by the Village to support the program and are eligible expenses when approved by the Village Commission.

**BUDGETARY IMPACT:**

The new director position will be funded with monies in The Children's Trust Fund and will be accounted for in the FY 2015 budget and ensuing FY 2015 Audit.

**PERSONNEL IMPACT:**

One new employee will be added to the Village payroll.

**CONTACT:**

Jenice Rosado, Deputy Village Manager/HR Director



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### MEMORANDUM

North Bay Village

**DATE:** June 3, 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, AMENDING THE 2015 FISCAL YEAR OPERATING BUDGET FOR THE AFTERSCHOOL AND SUMMER PROGRAM UNDER THE CHILDREN'S SERVICES FUND; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; 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, AMENDING THE 2015 FISCAL YEAR OPERATING BUDGET FOR THE AFTERSCHOOL AND SUMMER PROGRAM UNDER THE CHILDREN'S SERVICES FUND; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the current Afterschool Program Director will be taking a leave of absence or will be terminating her employment with the Village due to medical reasons; and

**WHEREAS**, it is necessary for the Village to hire a new Program Director through the transition process to ensure that the program continues in accordance with the rules and regulations set by the Children's Trust; and

**WHEREAS**, an amendment to the 2015 Fiscal Year Operating Budget for the Afterschool and Summer Program under the Children's Services Fund is required in the transfer of funds to cover the salary of the new director; and

**WHEREAS**, the Village Manager has recommended that the budget for the Afterschool and Summer Program, under the Children's Services Fund, be amended to transfer \$12,039 from the Children's Services FY 2014 Fund Balance Account 114-00-284-2700 and \$7,726 from the Professional Services Account 114-071-72-3160 to the Regular Salary Expense 114-71-572-1200 in the amount of \$18,360 and \$1,405 for FICA expense, Account 114-071-572-2100 to fully fund the cost of the new Program Director for the Afterschool Care Program.

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

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

**Section 2. Budget Amendment.** The Village Manager is hereby authorized to amend the 2015 Fiscal Year Operating Budget for the Afterschool and Summer Program under the Children's Services Fund by transferring the funds as outlined above for the specific purpose of covering the salary of the new Afterschool Program Director.

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

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

The 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 9th day of June 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## North Bay Village

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

**DATE:** June 9, 2015

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

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

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

**SUBJECT:** Water Rate increase FY 2015

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve a water use rate increase of \$.68 per 1,000 gallons of water consumption on each account. This amount represents a 16.4% increase in the usage charges to fund the water operations of the Village's Utility Fund. It is recommended that the Commission adopt on first reading the proposed ordinance implementing the recommended rate increase.

#### **BACKGROUND:**

In April 2014 Kimley Horn prepared and presented to the Village the water and sewer system inventory and rate study. The rate study projected that a rate increase of 5.8% for the entire budget year was necessary just to cover the normal annual operational costs. The water and sewer operation had a year for high repairs in FY 2014 and operational losses from non-billable water.

The FY 2014 CAFR points out that the Utility Fund is just barely showing an increase in the Net Position. The external auditor from Keefe McCullough in their presentation of the FY 2014 CAFR also pointed out that the Village needs to consider reviewing the Utility Fund revenues to insure the integratory of the Utility Fund. There were two (2) factors that helped the Utility Fund in FY 2014. The Village's Utility Fund received over \$300,000 from the Florida Revolving Loan Fund and a onetime water and sewer infrastructure impact fee.

I have been reviewing the revenue needs of the system for FY 2015. The water operation represents about 43% of the additional revenue that is needed. The sewer expenses make up the remaining 57% of revenue to maintain the Utility Fund.

Given the current water needs, the rates will need to be increased at this time by 16.4% to cover our costs for this year. This increase will generate about \$37,200 for this year (2 months) and an additional \$223,200 in FY 2016. As a result of this increase, the water operations will pay their share of the utility costs, and it is anticipated that these amounts should be able to take us through September 30, 2016. The repairs and replacement projects should be in place by FY 2017 and the improvements in the system could assist in reducing the amount of water we purchase that we do not sell. This rate increase along with the replacement of water mains and service lines should produce savings, which should be able to pay some of the increased debt service costs that we will incur in FY 2017 or FY 2018.

A 16.4% water rate increase coupled with an 18.1% increase in the sewer consumption charges would raise our combined water and sewer rates from \$9.56 to \$11.22 per 1,000 gallons, which is \$1.65 per thousand gallons or 17.3% overall increase. This would not impact the base rate, but would reflect in the commodity charge which is a minimum charge of 3,000 gallon, and the consumption rate.

This is a large one time increase, but we have put it off in the past years and with static revenues and the increasing costs of maintenance of the systems these factors are catching up to the Village's ability to maintain the Utility System at a proper level.

**BUDGETARY IMPACT:**

These rate changes will increase the water revenues for the remaining 2 months of FY 2015 by \$37,200 and increase the FY 2016 revenues by \$223,200.

**PERSONNEL IMPACT:**

This rate increase will have no impact on personnel.



## North Bay Village

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### MEMORANDUM

North Bay Village

**DATE:** May 28, 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, RELATING TO WATER RATES, AMENDING CHAPTER 51, SECTION 51.04 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REVISE THE FEES; PROVIDING FOR REPEALER, CODIFICATIONS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

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

FKR:jmg

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO WATER RATES, AMENDING CHAPTER 51, SECTION 51.04 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REVISE THE FEES; PROVIDING FOR REPEALER, CODIFICATIONS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village has not increased its water rates since 2007; and

**WHEREAS**, the Village's Engineering Firm, Kimley-Horn & Associates, Inc. conducted a Water and Sewer System and Inventory and Rate Study, which projected that the Village needs to raise the water rates in order to cover the normal annual operational costs; and

**WHEREAS**, it is in the best interest and in the general welfare of the citizens that water rates be increased to offset expenses; and

**WHEREAS**, the Village Commission finds that passage of this Ordinance to raise the Water Commodity Charge from \$12.42 to \$14.46 and the Rate for Consumption (above 3,000 gallons) from \$4.14 to \$4.82 (per 1,000 gallons) is in the interest of the public health, safety, and general welfare of the residents of the Village.

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

**Section 1. Section 51.04 of the North Bay Village Code of Ordinances, entitled, Minimum Monthly Water Service Charge" is hereby amended as indicated by underlining and strikethrough.**

**§51.04 - Minimum monthly water service charge; amount of water allowed without service charge.**

(A) Every water supply service shall have a monthly minimum service charge on each service installed. The minimum monthly service charge on each service shall vary with and be based upon the size of the service pipe required and installed. This minimum service charge shall be in accordance with the schedule set out in subsection (B) below and shall entitle the consumer, without excess charge, to have supplied through the meter the number of gallons of water set forth in the table. There shall not be a rental charge on meters.

(B) The monthly minimum service charge and water allowed without service charge shall be as follows:

Addition shown by underlining and deletion shown by ~~strikethrough~~.

North Bay Village Water Rates—All Customers\*

Meter Size	Base Rate	Commodity Charge	Rate for Consumption >3k gallons
5/8	4.55	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>
¾	8.23	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>
1	12.81	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>
1.5	26.58	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>
2.0	42.06	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>
3.0	84.19	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>
4.0	142.74	<del>12.42</del> <u>14.46</u>	4.14 <u>4.82</u>

\* All customers includes residential, commercial and irrigation.

(C) In reading meters under the provisions of this chapter, the reading shall be to the lowest thousand gallons that appear on the meter.

**Section 2.** Repealer. All measures in conflict hereof are hereby repealed.

**Section 3.** Codification. Codification of this Ordinance in the Village Code of Ordinances is hereby authorized and directed.

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

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

The motion to approve the foregoing Ordinance was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**The Votes were as follows:**

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

**PASSED on first reading this \_\_\_\_ day of June 2015.**

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

**FINAL VOTES AT ADOPTION:**

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

---

Robert L. Switkes & Associates, P.A.

Village Attorney

North Bay Village Ordinance: Amendment to Section 51.04-Water Rate Increase.



## North Bay Village

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

**DATE:** June 9, 2015

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

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

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

**SUBJECT:** Sewer rate increase FY 2015

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve a sewer use rate increase of \$.98 per 1,000 gallons of water consumption on each account. This rate represents an 18.1% increase in the usage charges to fund the sewer operations of the Village's Utility Fund. It is recommended that the Commission adopt on first reading the proposed ordinance implementing the sewer rate increase.

#### **BACKGROUND:**

In April 2014 Kimley Horn prepared and presented the water and sewer system inventory and rate study. The rate study projected that a rate increase of 5.8% for the entire budget year was necessary to cover just the normal annual operational costs. The water and sewer operation had a year of high repairs in FY 2014 and operational losses from non-billable sewer.

The FY 2014 CAFR points out that the Utility Fund is just barely showing an increase in the Net Position. The external auditor from Keefe McCullough, in their

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

presentation of the FY 2014 CAFR, also pointed out that the Village needs to consider reviewing the consumption rates to insure the integratory of the Utility Fund.

There were two (2) factors that helped the Utility Fund in FY 2014. The Village's Utility Fund received over \$300,000 from the Florida Revolving Loan Fund and a one-time water and sewer infrastructure impact fee.

I have been reviewing the revenue needs of the system for FY 2015. The sewer operation represents about 43% of the additional revenue that is needed. The sewer expenses make up the remaining 57% of revenue to maintain the Utility Fund.

Given the current sewer needs, it is necessary to increase the rates by 18.1% at this time to cover our costs for this year. The increase will generate about \$48,267 for this year (2 months) and an additional \$292,000 in FY 2016. As a result, the sewer operations will pay their share of the utility costs, which should be able to take us through September 30, 2016. The repairs and replacement projects should be in place by FY 2017 and the improvements in the system could assist in reducing the amount of sewer we pay for, but do not bill to our customers, because of infiltration and inflow. Hopefully that savings would be able to pay some of the increased debt service costs that we will have come on line in FY 2017 or FY 2018.

A 16.4% water rate increase coupled with an 18.1% increase in the sewer consumption charges would raise our combined water and sewer rates from \$9.56 to \$ 11.22 per 1,000 gallons, which is \$1.65 per thousand gallons or 17.3% overall increase. This would not impact the base rate but would reflect in the commodity charge which is a minimum charge of 3,000 gallon and the consumption rate.

This is a large one time increase, but we have put it off in the past years and with static revenues and the increasing costs of maintenance of the systems, these factors are catching up to the Village's ability to maintain the Utility System at a proper level.

### **BUDGETARY IMPACT:**

The new rates will increase the water revenues for the remaining 2 months of FY 2015 by \$48,267 and increase the FY 2016 revenues by \$292,000.

### **PERSONNEL IMPACT:**

The sewer increase will have no impact on personnel.



## North Bay Village

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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 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, RELATING TO SEWER RATES, AMENDING CHAPTER 52, SECTION 52.11(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REVISE THE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, 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

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO SEWER RATES, AMENDING CHAPTER 52, SECTION 52.11(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REVISE THE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village has not increased its sewer rates since 2007; and

**WHEREAS**, the Village's Engineering Firm, Kimley-Horn & Associates, Inc. conducted a Sewer System and Inventory and Rate Study, which projected that the Village needs to raise the sewer rates in order to fund the water operations system of the Utility Fund; and

**WHEREAS**, it is in the best interest and in the general welfare of the citizens that sewer rates be increased to offset expenses; and

**WHEREAS**, the Village Commission finds that passage of this Ordinance to raise the Sewer Commodity Charge from \$16.25 to \$19.19 and to raise the Rate for Consumption (above 3,000 Gallons) from \$5.42 to \$6.40 (per 1,000 Gallons) is in the interest of the public health, safety, and general welfare of the residents of the Village.

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

**Section 1. Section 52.11 of the North Bay Village Code of Ordinances, entitled, "Sewer" is hereby amended as indicated by underlining and strikethrough.**

**SEWERS**

**§52.11 - Schedule of service rates and charges.**

(A) For the purpose of establishing just and equitable rates for all classes of customers of the Village sanitary sewer system and to provide an adequate and stable source of revenue for the establishment and maintenance of the system, it is hereby declared to be the public policy of the Village to base charges for sanitary sewer service as hereafter set forth upon the quantity of waters provided to the premises served as reflected by all water meters serving such premises.

(B) There is hereby adopted and established a schedule of rates and charges, determined to be just and equitable against every person, firm, or corporation owning or using any buildings inhabited or used within the Village as a place of residence, business, or otherwise, that shall be connected with or available to connection with any line of the sanitary sewerage system of the Village.

These rates and charges shall be effective at the time of the rendering of the first bill for water consumption on and after the date the sanitary sewer is completed and goes into operation, whether or not the premises, building or structure is then connected to the system. The rates and charges are fixed in accordance with the schedule below:

*North Bay Village Sewer Rates—All Customers*

Meter Size	Base Rate	Commodity Charge	Rate for Consumption >3k gallons
5/8	5.21	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>
3/4	9.40	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>
1	14.62	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>
1.5	30.33	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>
2.0	48.01	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>
3.0	96.09	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>
4.0	162.92	<del>16.25</del> <u>19.19</u>	<del>5.42</del> <u>6.40</u>

(C) In reading meters under this section, reading shall be to the lowest thousand gallons that appear on the meter.

(D) Rates set forth in subsection (B) above shall be reviewed annually at the time the Village's general operating budget is reviewed and adopted. The Village Commission shall, from time to time, amend subsection (B) of this section in such manner that the revenues expected to be generated from the collection of sewer rates and charges specified therein shall be sufficient to pay the projected operating and maintenance costs and debt service associated with the Village's sanitary sewer system and to generate fees sufficient to make the deposit required by Section 52.16. Not less often than annually, the Village shall notify the customers of the Village's sanitary sewage system of the rates and charges applicable to the use thereof.

(E) The rate charged under this chapter shall be increased proportionately to the increase in the rate charged to the Village by Miami-Dade County, and therefore the Commodity Consumption meter-rates shall increase on the same percentage basis as the rate charged by Miami Dade County. Proper notification of the amount and reason for such increases shall be furnished to the customers.

**§52.12 - Sewer charges to be billed with water charges.**

(A) Sewerage service charges shall be billed with water service charges, and both charges shall be due and payable at the same time. The payment of water charges without the simultaneous payment of sewerage service charges shall not be permitted. In the event any sewerage service charge remains unpaid for 30 days after the due date, the water service to the premises in question may be discontinued. All sewage bills shall be consistent and are subject to the terms enunciated in **§50.03** of the Village Code.

**§52.13 - Sewer service charges as special assessment lien.**

(A) Except as otherwise provided by this chapter, all owners of improved real property in the Village are required to have sewer service supplied to the improved real property, and for such governmental service of sewage disposal and disposal, or the availability of such service, all such improved real property shall be liable for the payment of the sewer service charges set forth in this chapter.

(B) All sewage service charges becoming due and payable on or after the effective date of this section shall constitute, and are hereby imposed as, special assessment liens against the real property aforesaid, and until fully paid and discharged, or barred by law, shall remain liens equal in rank and dignity with the lien of the Village ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, title and claims in, to, or against the real property involved. Such sewage service charges shall become delinquent as provided in §50.03 and 51.05 and each delinquent fee shall be added successively for each period until fully paid. Unpaid and delinquent sewage service, charges together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property involved for a period of five years from the date due thereof.

(C) Such special assessment liens for sewage service charges and penalties may be enforced by any of the methods provided in F.S. Chapter 86. In the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. Chapter 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

(D) The Village Manager is authorized and directed to execute and deliver, upon request, written certificates certifying the amount of sewer service charges due upon any parcel of real property subject to payment of sewage service charges, or certifying that no sewer service charges are due.

**§52.14 – Sewer Improvements Trust Fund.**

There is established a separate trust fund within the Village which shall be called the Sewer Improvements Trust Fund. The funds deposited into said trust fund may only be used for the purposes provided for in **§52.15**.

**§52.15 - Use of the Sewer Improvements Trust Fund restricted.**

Funds deposited into the Sewer Improvements Trust Fund shall be invested and reinvested from time to time by the Village, in the same manner as other funds of the Village and only in the types of investments permitted by law for public funds. All money deposited into the Fund, and any interest earned thereon, may only be expended for one or more of the following costs or purposes: capital costs, the costs of construction, major rehabilitation, betterments, extensions, and upgrading of the sewage collection and transmission system of the Village, or any component thereof. Monies pledged to satisfy the debt service requirements of the Village's Department of Environmental Regulation loan for Project CS20803020 shall not be expended for other purposes.

**§52.16 - Annual contributions to the Sewer Improvements Trust Fund.**

The Village shall annually appropriate into the Trust Fund an amount sufficient to comply with the provisions of Florida Administrative Code, Section 17-501.610(2)(b) which is incorporated by reference as if fully set out herein. The amount so appropriated shall be transferred into the Trust Fund by the Village Manager no later than the close of the fiscal year for which the appropriation is made or when required by Florida Administrative Code, Section 17-501.610, whichever is earlier. Payments into the fund may be suspended or otherwise not made whenever the Fund balance shall exceed the amount required to be maintained or deposited in the Fund pursuant to Section 17-501.610 of the Florida Administrative Code provided that the pledged revenue and debt service requirements are satisfied for the Village's Department of Environmental Regulation loan for Project CS120803020. The Village's outside certified public accountant shall certify compliance with this section to the state annually.

**Section 2.** Repealer. All measures in conflict hereof are hereby repealed.

**Section 3.** Codification. Codification of this Ordinance in the Village Code of Ordinances is hereby authorized and directed.

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

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

The motion to enact the foregoing Ordinance was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**The Votes were as follows:**

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

**PASSED on first reading this 9th day of June 2015.**

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

**FINAL VOTES AT ADOPTION:**

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

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

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

**ATTEST:**

\_\_\_\_\_

Yvonne P. Hamilton, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Robert L. Switkes & Associates, P.A.

Village Attorney

North Bay Village Ordinance: Sewer Rate Increase 2015.

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE BY REVISING SECTION 70.09 PERTAINING TO THE PARKING OF MOTORCYCLES AND SCOOTERS IN THE HARBOR ISLAND RESIDENTIAL PARKING AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, the Village Commission adopted regulations for the Harbor Island Residential Parking Permit Area on April 14, 2015; and

**WHEREAS**, the Village Commission finds that clarifying that motorcycles and scooters must purchase decals to park in the Residential Parking Permit Area on Harbor Island is in the best interest of the community and the decal program.

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

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

**Section 2. Village Code Amended.** Chapter 70.09 Traffic and Parking Regulations of the Village Code is hereby amended to read as follows:

**§ 70.09 - Parking in Residential permit areas.**

- (A) The holder of a residential parking permit that is properly displayed shall be permitted to park a motor vehicle in appropriately designated parking spaces at all times within that district, unless otherwise noticed or posted. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be valid and displayed so as to be clearly visible to enforcement personnel. A residential parking permit shall not guarantee or reserve to the holder a parking space within the designated parking area.

(B) A residential parking permit shall not authorize the holder of the permit to park in spaces or areas designated by law as restricted or prohibited parking (loading zones, fire hydrants, disabled, or other such regulated areas), nor shall it provide exemption from observance of any traffic regulations.

(C) The parking decal regulations shall also apply to all motorcycles and scooters. A motorcycle/scooter is defined as a two-wheel vehicle powered by an engine.

Individuals who wish to park motorcycles/scooters in the residential parking areas on Harbor Island must park in only those areas designated for parking of motorcycles and scooters and must pay the annual decal parking fee of \$25 charged to all other residents. Failure to obtain the required parking decal fee shall result in the motorcycle/scooter being ticketed and towed at the owner's expense, pursuant to the provisions of Section 70.10.

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

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

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

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

The motion to approve the foregoing Ordinance was made offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**THE VOTES WERE AS FOLLOW:**

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

**APPROVED ON FIRST READING** during a regular session of the Village Commission of North Bay Village this 9th day of June 2015.

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

**FINAL VOTE ON ADOPTION:**

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

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

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

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

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

Ordinance: Residential Parking Area/Motorcycle/Scooters.



## North Bay Village

Administrative Offices

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

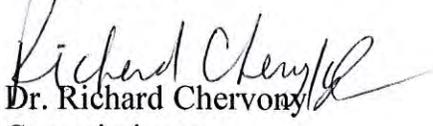
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** May 29, 2015

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

**FROM:**   
Dr. Richard Chervony  
Commissioner

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE BY REVISING SECTION 70.09 PERTAINING TO THE PARKING OF MOTORCYCLES AND SCOOTERS IN THE HARBOR ISLAND RESIDENTIAL PARKING AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RC: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

**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** June 9, 2015

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

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

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

**SUBJECT:** Award of RFP for Sanitation Services to Waste Management

**RECOMMENDATION**

It is recommended that the Commission review the Village Manager's analysis of the staffing and the cost comparisons and either maintain the current service provided by the Village or award a 3 year contract to Waste Management. The contract provides for Waste Management to provide single family side yard pick up utilizing resident supplied waste containers as presently conducted. The multi-family and commercial service will be via carts or dumpsters as we currently provide.

**BACKGROUND**

Four years ago, the Village advertised an RFP to contract out the collection and disposal for solid waste (sanitation) services. Five bids came in and were evaluated and the bid was awarded to Waste Management. The Commission by resolution approved Waste Management as number one ranked proposer and directed the Village Manager to bring back a contract with Waste Management.

The manager was also directed to provide a budgetary and staff impact analysis for maintaining the service with Village staff vs. contracting for services with Waste Management. The impact analysis is attached.

The Village currently provides for the collection and disposal of all solid waste generated within the Village. The recycling is contracted out to WSI and Miami Dade County, and roll off container services are provided by WSI. This will continue unchanged as Waste Management has not proposed a price to assume this service.

The Village currently owns 3 Mack and 1 Peterbilt rear packer garbage trucks. The 2 newest ones are 2003's and all 4 vehicles are in need of replacement. Two trucks are used for residential, multi-family and commercial collection. One truck is used for trash collection and the other truck is a reserve vehicle. Currently, the Village has 4 full time employees in the Sanitation Division of the Public Works Department and the Village contracts for 2 people daily from a temp employment company to complement the work force.

Solid waste is collected 6 days a week. Recycling is collected at least once a week. The garbage and trash are taken to County disposal sites and the recycled goods are taken to the County approved Municipal Recycling Facility (MRF).

The Village sanitation system consists of about 390 single family homes and 92 multi-family accounts, with 3,667 units and 28 commercial accounts. The bid from Waste Management proposed 4 price structures for the collection and disposal from all single family, multi-family and commercial accounts. The prices are included in the cost and analysis report. Waste Management quoted prices for front yard and side yard collection for the single family accounts in all 4 proposals. Staff is recommending retaining the single family side yard pick up service level.

The Village's Sanitation Division of the Public Works Department has 4 employees who would be displaced by this outsourcing contract. Waste Management's proposal requires that they will employ up to 4 employees that are displaced by this action. However, all of these employees are senior employees and the current union contract allows any employee that is affected by a lay off or downsizing may, by seniority, replace an employee in a lower classification if they can perform that job in the lower class. This is referred to as "bumping rights" and we will have to see how that procedure works out, to be able to see which employees will be hired by Waste Management. The RFP requires the successful proposer to purchase our current sanitation fleet at an appraised value. The successful proposer is also required to pay the Village a sum of \$7,500 per year for community enhancements. This would go to General Fund for community projects. Waste Management in their proposal # 3 has proposed to increase that amount to \$10,000 per year if the Commission would extend the initial contract from 3 years to 5 years. Staff is not recommending that at this time.

## FINANCE IMPACT

The analysis shows that the Sanitation Division of the Public Works Department will reduce the FY 2016 budget by \$150,738 if the Village contracts with Waste Management to provide these services. Also, the Village would not have to replace the fleet of 3 or 4 vehicles (at least 2 garbage trucks) that could cost up to \$520,000 for both vehicles, which could be financed over 7 to 10 years. The purchase of these new vehicles would add \$55,000 to \$75,000 to the annual operational cost of sanitation.

The staff has reviewed the Base Proposal submitted by Waste Management (W/M). W/M has requested that the prices in their 2010 bid be allowed to increase by the CPI as proposed in the original proposal. Staff is recommending that the prices in the Base Proposal plus CPI which will total \$630,408 for the first year, be accepted. The second and third year prices are allowed to increase by the CPI index, which has averaged about 2% per year over the past 3 years.

The Village's customer base would have the following costs based on the Waste Management Base Proposal. Here is the comparison of the Waste Management prices and the Village's costs to basically provide the same level of services.

<u>Waste Management Base Proposal</u>		<u>FY 2015 Budget Village Costs</u>	
Single Family	\$ 126,922	Personnel and benefits	\$ 353,670
Multi Family	\$ 417,598	Disposal costs	\$ 358,440
Commercial	\$ 85,888	<u>Operational costs</u>	\$ 69,036
Total Annual Costs	\$ 630,408	Total Annual expenses	\$ 781,146

**This would be an annual savings of \$150,738.** The Commission will also need to decide the type of service delivery for single family accounts. **The current method of collection provided by the Village is side yard collection and staff is recommending we stay with this method of collection.** W/M did propose to provide curbside services vs. side yard service. They have quoted the curbside service at \$16.95 vs. 27.12 for single family side yard service. Curbside service would generate an annual savings of \$122.04 per household. W/M has also agreed to provide one 96 gallon cart per household at no additional cost if the Village elects to provide curbside single family service.

The RFP was based on the Village paying Waste Management an established fee for each type of customer or frequency of service. The Village will continue to bill for the sanitation services along with the monthly water and sewer utility bill.

## BUDGETARY IMPACT

The FY 2015 or FY 2016 budget would be amended to reflect the results of the Commission action.

**PERSONNEL IMPACT**

The Village would have up to 4 employees leave the Village's employment with the ability to be employed by Waste Management. It must be recognized that the major savings in waste collection is in personnel since this a highly personnel intensive service.

**NORTH BAY VILLAGE  
SANITATION SERVICES**

VILLAGE	FY 2015 Budget
Personnel Costs	
Wages	\$ 188,343
Overtime	\$ 10,000
Pension & FICA	\$ 31,547
Health and W/Comp Insurance	\$ 58,780
Temp Labor	\$ 65,000
Sub Total Personnel Costs	\$ 353,670
Eq. Costs including fuel, tires & truck repairs	\$ 62,000
Disposal Costs	\$ 358,440
Uniforms, gloves, training	\$ 7,036
Total Comparable Costs *	\$ 781,146
Waste Management Costs- Base Proposal	\$ (630,408)

<b>ANNUAL SAVINGS</b>	<b>\$ 150,738</b>
Total FY 2015 Sanitation Division Budget	\$ 854,650

WASTE MANAGEMENT				
Base Proposal				
Customer Type	# Units	Monthly Costs	Annual Costs	
Single Family	390	\$ 27.12	\$ 126,922	
Multi Family	3667	\$ 9.49	\$ 417,598	
Commercial	53	Varuous Prices	\$ 85,888	
Total Annual Costs			\$ 630,408	

\* Plus 2 garbage trucks @ \$260,000 each

STAFFING - CURRENT OPERATION	
Single Family Residential Service	Sanitation Department
Twice a week collection Garbage	4 employees plus 2 temp agency employees
	2 Garbage Trucks
Multi-family and commerical Service	Same 4 employees and 2 temp agency employees
	Same 2 Garbage Trucks

Prepared by Bert Wrains, June 2, 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)

### MEMORANDUM

North Bay Village

**DATE:** June 3, 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, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO OUTSOURCE THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES TO WASTE MANAGEMENT; ACCEPTING PROPOSAL #2 FROM WASTE MANAGEMENT PLUS THE CPI; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE APPROPRIATE STAFF TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR TRANSITION TO WASTE MANAGEMENT SERVICES; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS IN CONNECTION WITH OUTSOURCING THE SANITATION SERVICES; 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, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO OUTSOURCE THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES TO WASTE MANAGEMENT; ACCEPTING PROPOSAL #2 FROM WASTE MANAGEMENT PLUS THE CPI; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE APPROPRIATE STAFF TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR TRANSITION TO WASTE MANAGEMENT SERVICES; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS IN CONNECTION WITH OUTSOURCING THE SANITATION SERVICES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village solicited proposals, under Request for Proposals (RFP) No. 2010-02, for a qualified company to provide solid waste collection and disposal services from Single-Family and Multi-Family Residential homes and Commercial establishments within the Village; and

**WHEREAS**, the Village Commission adopted Resolution No. 2010-64A accepting the City Manager's recommendation of Waste Management as the number one ranked proposal for providing solid waste collection and disposal services to the Village; and

**WHEREAS**, certain protest was submitted and addressed by the Village Commission in favor of Waste Management; and

**WHEREAS**, the Village Commission further authorized the Village Manager to negotiate and enter into a contract with Waste Management to provide solid waste collection and disposal services to the Village; and

**WHEREAS**, Village Resolution No. 2011-12 adopted on March 8, 2011 directed the Village Manager to submit the proposed contract for consideration and approval by the Village Commission upon conclusion of negotiations with Waste Management and to provide a budgetary and staff impact analysis comparing the cost to continue to provide the services utilizing Village Staff against the cost to outsource the services; and

**WHEREAS**, the Village Manager hereby requests that the Village Commission accept Waste Management Proposal #2 plus the CPI to provide Residential Side-Yard Services, Multi-Family Services, and Commercial Services to the Village as outlined in the agreement attached hereto as Exhibit 1.

**WHEREAS**, the Village Commission finds that outsourcing the Village's Sanitation Services, based on the information provided, is financially feasible and will allow for continued services that will maintain or exceed the level of service currently being offered.

**WHEREAS**, the Village Commission finds that it is not necessary to put out a new RFP to engage the services of Waste 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. Action of the Commission.** The Commission hereby accepts the recommendation of the Village Manager to outsource the Village's Solid Waste and Disposal Services to Waste Management in accordance with the terms and conditions set forth in the agreement attached hereto as Exhibit 1.

**Section 3. Approval of the Agreement.** The Agreement with Waste Management attached hereto as Exhibit 1, based on Proposal #2 with approval of the CPI, is hereby approved.

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

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

**Section 6. Authorization of Fund Expenditure.** The Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 9th day of June 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Outsourcing Sanitation Services to Waste Management.



Waste Management Inc. of Florida

3401 NW 110 Street  
Miami, FL 33167

May 29, 2015

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

Dear Mr. Rollason:

Waste Management Inc. of Florida agrees to contract with the City of North Bay Village for provision of solid waste services, subject to the terms of the RFP and subsequent contract documents, as negotiated. That would include, among other things, offers to hire displaced city workers and purchase certain city-owned trucks. Should the City decide to finalize the contract award this fiscal year, the rates at commencement will be as shown on the attached file.

We look forward to meeting with you and/or your staff in order to work out all necessary details and clarifications so that we may move forward with a smooth service transition. I have attached with this letter copies of the original draft contract and rates for all relevant services.

Please contact me you should you have any questions regarding this or any other related matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Neal'.

Jason Neal  
Government Affairs Director

**Draft/6/20/11**

**AGREEMENT  
FOR  
SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES  
BETWEEN  
NORTH BAY VILLAGE, FLORIDA  
AND  
WASTE MANAGEMENT INC. OF FLORIDA**

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## **AGREEMENT**

This Agreement for Solid Waste Collection and Disposal Services (the "Agreement") is made and entered into as of this \_\_\_\_ day of June 2011, by and between the City of North Bay Village, Florida, a Florida municipal corporation (the "City") and Waste Management Inc. of Florida, a Florida corporation (the "Contractor").

### **RECITALS**

**Whereas**, the City issued Request for Proposals 2010-02 for Commercial, Single-Family and Multi-Family Collection and Disposal Services; and

**Whereas**, the Contractor submitted a proposal in response to the City's solicitation; and

**Whereas**, by Resolution No. 2010-64A adopted on September 28, 2010 and Resolution No. 2011-12 adopted on March 7, 2011, the City selected the Contractor to provide the services; and

**Whereas**, the City desires to initiate Multi-Family and Commercial Collection Services with the Contractor starting on October 1, 2011, and to have the availability to subsequently initiate Residential Collection Services at such time that the City Commission may make a determination to do so; and

**Whereas**, the City has determined that the execution of this Agreement is in the best interest of the City.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the City and the Contractor agree as follows:

1. Definitions

For the purposes of this Agreement, the following definitions shall apply. Additionally, the definitions in Chapter 403, Florida Statutes and Chapter 94 of the City Code (as all may be

amended from time to time) shall be applicable to this Agreement. In the event of a discrepancy between a definition in this Agreement, the definitions in Florida Statutes shall apply.

1.1 Authorized Representative. The employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

1.2 City. The City of North Bay Village, Florida or its Authorized Representative.

1.3 Code. The Code of the City of North Bay Village, Florida, and any subsequent amendments thereto.

1.4 Collection Equipment or Vehicle. A Boom Truck, Rear, Front or Side Loader/Truck, Roll-Off Truck or other vehicle used by Contractor to collect or transport Solid Waste. Individually each is a Collection Vehicle.

1.5 Collection Services. The Solid Waste collection and disposal services as provided for in this Agreement.

1.6 Commercial Establishments. Any building, business, or establishment of any nature or kind whatsoever, other than a single-family dwelling unit (as defined in Chapter 152 of the City Code), and shall include any restaurant, cocktail lounge, or other business or establishment operated in conjunction with or on the premises of a residential unit.

1.7 Contract or Agreement. The Agreement executed by the City and the Contractor for the performance of the Solid Waste collection services.

1.8 Contractor or Vendor. Waste Management Inc. of Florida.

1.9 County. Shall mean Miami-Dade County, Florida.

1.10 Curbside Pickup Point. A location designated by each Residential Customer at curbside, or if no curb, at the swale area from and to which the Contractor has unobstructed safe access at the time of collection.

1.11 Day. Shall mean a calendar day.

1.12 Disposal Costs. The “tipping fees” charged to the Contractor by the government licensed facility for disposal of the garbage and trash collected by the Contractor.

1.13 Garbage. Every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in or storage of, meats, fish, fowl, fruit or vegetables, decay, putrefication and generation of noxious or offensive gases or odors, or which during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

1.14 Hazardous Waste. Shall mean solid waste, or a combination of solid waste which, because of its quality, concentration, or physical, chemical or infections characteristics, may cause, or significantly contribute to, an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

1.15 Holidays. Collectively shall mean Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Individually each is a Holiday.

1.16 Landfill. Any solid waste land disposal area for which a permit, other than a general permit, required by Section 403.707, Florida Statutes, that receives solid waste for disposal in or upon other than a land spreading site, injection wells, or surface impoundment.

1.17 Loose Refuse. Any refuse, either garbage, or trash, stored in and collected from any type of container other than a mechanical container or roll-out garbage can, including refuse collected from the ground.

1.18 Mechanical Container. Any detachable metal container designated or intended to be mechanically dumped into a loader/packer type garbage truck used by the Contractor.

1.19 Multifamily. Two (2) or more residential dwelling units as defined by the City's Zoning Code.

1.20 Performance Bond. The form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Agreement and will pay all lawful claims.

1.21 Refuse. Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal or other discarded matter, excluding recyclable materials.

1.22 Refuse Regulations. Regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provisions of this Agreement.

1.23 Regular Schedule. Shall mean the Initial Schedule and any approved changes to the same for Solid Waste Collection Services.

1.24 Residence. A detached building designated for or occupied exclusively by one family (single family).

1.25 Residential Cart. Shall mean a 96 gallon cart utilized for Residential Collection and Multi-Family Collection or any other cart as may be approved by the City's Authorized Representative.

1.26 Residential Services or Residential Collection. The refuse (Solid Waste) collections service provided to single-family residences within the City.

1.27 Residential Solid Waste. A mixture of garbage and trash resulting from normal housekeeping activities of a residence.

1.28 Rubbish. Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes or containers, sweepings, and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, and other containers which, due to their ability to retain water may serve as breeding places for mosquitoes or other water-breeding insects.

1.29 Side Yard Pickup Point. A location designated by each Residential Customer at their side yard from and to which the Contractor has unobstructed safe access at the time of collection.

1.30 Solid Waste. Shall mean garbage, trash, refuse, and rubbish, excluding yard trash, white goods, bulk waste and hazardous waste.

1.31 Solid Waste Disposal Facility. Shall mean any solid waste management facility properly licensed, which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

1.32 Tipping Fee. Shall mean the fee per ton charged at a Solid Waste Disposal Facility.

1.33 White Goods. Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.34 Yard Trash . Shall mean vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings and palm fronds. Yard trash shall be free of garbage and other Solid Waste.

2. Term and Renewal Term.

2.1 The initial term of this Agreement shall be for three (3) years beginning October 1, 2011, and terminating September 30, 2014 (the "Initial Term").

2.2 This Agreement shall be automatically renewed for one (1) additional three (3) year term, unless either party provides written notice of non-renewal to the other party at least 60 days prior to the expiration date of the Initial Term. (the "Additional Term").

3. Prerequisites to Commencement of Service.

3.1 Pre-Start Route Familiarization. The Contractor shall perform a pre-start route familiarization program in conjunction with the City to help route drivers become aware of and familiar with the method by which Collection Services are currently being performed for both Residential and Multi-Family/Commercial Collection Services.

3.2 Initial and Regular Schedule. The parties recognize that existing Residential, Multi-Family and Commercial collection services in the City are currently subject to an existing collection schedule. In order to provide seamless services to each Customer, for those Collection Services that the Contractor has commenced, the Contractor agrees to initially utilize the existing weekly collection schedule as the Initial Schedule (the "Initial Schedule").

3.3 Changes to Initial Schedule. Should the Contractor desire to change the Initial Schedule, the Contractor shall provide the City's Authorized Representative with a proposed weekly schedule including the days of the week that Collection Services will be provided to each Residential, Multi-Family or Commercial Customer within the frequency required by this Agreement (the "Regular Schedule"). The City's Authorized Representative shall review and approve the Regular Schedule prior to implementation.

4. Commencement of Collection Services.

4.1 Multi-Family and Commercial Collection Services as described in Section 6 shall commence on October 1, 2011.

4.2 Residential Collection Services as described in Section 5 shall commence at such time as the City Commission may subsequently elect to direct the Contractor to provide such services. Should the City Commission elect to initiate Residential Collection services the City shall issue a written Notice to Proceed with not less than 60 days notice to the Contractor.

5. Residential Collection Services.

5.1 Curbside Service to Single-Family Residential Customers. The Contractor shall provide Curbside Collection Services to all Residential Customers at least two (2) times per week, with collections at least three (3) days apart. Collection shall be made by semi-automated or automated vehicles. The Contractor shall provide and deliver to each single-family customer one 96-gallon cart. Customers shall place all solid waste in the cart and set the cart in an appropriate manner within six (6) feet of the paved surface of the roadway or right of way. Contractor shall also collect solid waste that is securely bagged and tied and placed next to the cart. Bagged solid waste

shall not weigh more than 40 pounds and shall be contained in a plastic bag that is of appropriate strength and thickness for the waste contained therein.

5.2 Side Yard Service to Single-Family Residential Customers. At the City's written request, the Contractor shall provide Side Yard services in lieu of Curbside Services. Should the Contractor provide Side Yard services, the Contractor shall be compensated at the rates per customer specified in the Contractor's Rate Schedule.

5.3 Side Yard Service for physically challenged Customers. The Contractor shall provide, at no cost to the City, side yard service to those Residential Customers that are not physically able to move their carts to the curbside. The City shall provide the Contractor with a list of customers approved by the City's Authorized Representative for specialized curbside service. The point of collection shall be the side yard or such other location as is mutually agreed upon between the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the City's Authorized Representative shall designate the pickup point.

5.4 Handling of Carts. Carts shall be handled carefully by Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left bottom up or upright. In the event of damage caused by the Contractor to a cart, other than normal wear and tear, the Contractor shall be responsible for the timely repair or replacement of the cart within five (5) days of receiving a complaint from the Customer or the City.

6. Multi-Family and Commercial Collection Services.

6.1 Multi-Family Solid Waste Collection Services. The Contractor shall collect and dispose of Solid Waste to Multi-Family customers in the City. Multi-Family customers shall

utilize either 96 gallon carts (provided at no charge to the customer) or Mechanical Containers at such size, days of collection and frequency as specified in the City's Initial Schedule.

6.2 Commercial Solid Waste Collection Services. The Contractor shall collect and dispose of Solid Waste to Commercial Customers in the City. Such service shall be provided by Mechanical Container. The size of the Container, days of collection and the frequency of collection shall be those specified in the City's Initial Schedule. The size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside or above the lid level of the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. All Solid Waste of Commercial Customers shall be placed in a Container. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container damaged by the Contractor shall be repaired or replaced by the Contractor within seven (7) days of the date of the damage.

7. Additional/Optional Services.

7.1 Storms. In the case of a storm, the City Manager or his/her Authorized Representative may grant the Contractor a reasonable variance from the City's regular collections schedules and routes. As soon as practicable after any such storm, the Contractor shall advise the City Manager and the Customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the City to acquire additional equipment and to hire extra crews to clean the City of debris and refuse resulting from the storm, the Contractor shall be required to work with the City in all possible ways for the efficient and rapid clean up of the City. The Contractor shall receive extra compensation above for additional personnel, overtime and cost of rental equipment, provided it has first secured prior

written authorization from the City Manager or his Authorized Representative. The total cost for such services shall be based upon rates jointly agreed to by the City Manager or his/her Authorized Representative and the Contractor pursuant to a separate written agreement. Notwithstanding the provisions of this paragraph, the City may alternatively contract with other firms or units of government to provide the storm clean up services anticipated in this paragraph.

7.2 Optional Collections. Should the City at a subsequent date determine the need to include the Collection of yard trash, white goods and/or bulk trash to the services provided by the Contractor, the City may authorize the provision of such optional services by the Contractor, provided that the rates for such optional services are approved by the City Commission by amendment to this Agreement.

8. Services to City.

8.1 City owned or operated facilities. The Contractor shall provide Collection Services, at no expense to the City, to all City owned or operated facilities at such frequency as is specified by the City's Authorized Representative. The City shall provide the Contractor with an initial list of City facilities which may be updated by the City as additional facilities become available.

8.2 City Container. The Contractor shall provide Collection Services, at no expense to the City, for one (1) roll off container located at the City's Public Works Facility at such frequency as is specified by the City's Authorized Representative.

8.3 Household Batteries. Upon written request of the City's Authorized Representative, the Contractor shall provide to the City at no cost, at a facility designated by the

City's Authorized Representative, disposal of household batteries. The term "household batteries" does not include lead acid batteries, automobile, truck or boat batteries.

8.4 Community Services. On October 1, 2011 and annually thereafter on October 1, the Contractor shall provide the City with \$7,500 to be utilized by the City for community projects as determined by the City Commission.

9. Hours of Collection. Single-Family Residential, Multi-Family and Commercial Collection Services performed pursuant to this Agreement shall begin no earlier than 7:30 a.m. on weekdays and 8:30 a.m. on weekends, and shall be completed no later than 5:00 p.m. Monday through Saturday. Collection Services shall not take place on Sunday. In the case of an emergency or breakdown of Collection Vehicles, Collection Services may be permitted on Sundays or during times not permitted by this paragraph, provided the Contractor has received prior written approval from the City's Authorized Representative.

10. Protection of Adjacent Property and Utilities. The Contractor shall conduct Collection Services in such a manner as to avoid damage to adjacent private and public property, including but not limited to driveways, sidewalks, curb cuts, roadways, carts, racks, fences, trees, shrubs, flowers and other plants, and shall immediately repair or have repaired at no additional cost to the property owners, any breakage or damage caused by its operations. The Contractor shall provide Collection Services with a minimum disturbance to Residential Customers and to the neighborhood.

11. Spillage. The Contractor may refuse to collect any Solid Waste that has not been placed in a receptacle. During hauling, all Solid Waste shall be contained and tied. Contractor shall make every effort to completely empty all receptacles. Contractor shall not litter the premises or

public rights-of-way in making collections or hauling the Solid Waste materials once collected. In the event of spillage by the Contractor, or in the event of accidental spillage prior to collection by the Contractor, the Contractor shall promptly clean up all such litter from such spillage. Contractor shall maintain its Collection Equipment in such a manner as to prevent the spilling of liquids. Should accidental liquid spillage occur, the Contractor shall promptly clean up the same.

12. Holidays. The Contractor shall not be obligated to, but may provide Collection Services on Holidays. Holidays include the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Customers scheduled for pick on the day of a Holiday, will be provided service the day after each Holiday.

13. Contractor's Personnel.

13.1 Staffing and Personnel. The Contractor shall provide, at its own expense, all labor and supervisory personnel necessary to provide the Collection Services as set forth in this Agreement.

13.2 Contractor's Officer(s). The Contractor shall assign a qualified person or persons to be in charge of the Contractor's operations under this Agreement. The Contractor shall provide in writing the names of those persons to the City, including information regarding each person's experience and qualifications. Supervisory personnel shall be available for consultation with the City's Authorized Representative or Customers within a reasonable and practicable time after notification of a request for consultation.

13.3 Conduct of Employees. The Contractor's employees shall serve the public in a courteous, helpful and impartial manner. The Contractor's employees shall be required to follow regular walk areas for pedestrians while on private property. Trespassing by employees will

not be permitted. Employees shall not cross the property of one Residential Customer in order to service another Residential Customer unless residents or owners of both such properties shall have given prior permission in writing.

13.4 Employee Uniforms. While providing Collection Services, the Contractors employees shall wear a uniform or shirt bearing the company's name and shall wear an identifying badge, with the employee's name and identification number written in letters at least one half inch high, uniform in type. Alternatively, lettering stitched on identifying patches permanently attached to uniform shirts and jackets shall be acceptable. The Contractor shall keep a record of employees' names, numbers and route assignments in a manner to allow identification of the employees at all times. The Contractor shall provide its then current employee list and route assignments to the City upon request by the City's Authorized Representative.

13.5 Hiring of City Employees. The Contractor shall offer employment to those City employees who are displaced by the performance by the Contractor of the Solid Waste services specified in this Agreement (the "Displaced Employees"). The City shall provide the Contractor with a list of Displaced Employees at such time that the particular employees' services are scheduled to terminate. The Contractor shall offer employment to the Displaced Employees provided that the Displaced Employees are 1) willing and available to commence employment with the Contractor for the open positions; 2) qualified for the positions in accordance with the Contractor's employment practices; and 3) satisfactorily meet the Contractor's personnel policies pertaining to driving record, drug, alcohol and background policies in place by the Contractor.

13.6 Equal Opportunity. No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, religion or sexual preference.

13.7 Compliance applicable wage and hour Laws. The Contractor shall comply with all applicable City, State and Federal laws, and any amendments thereto, relating to wages, hours, and all other applicable laws relating to the employment or protection of employees.

13.8 Fair Labor Standards Act. The Contractor shall pay all employees not less than the Federal Minimum Wage and shall further comply with the applicable provisions of the Fair Labor Standards Act.

13.9 Driver's License. Each vehicle operator shall, at all times, carry a valid Florida Driver's License corresponding to the type and size of the vehicle that is being driven.

13.10 Safety Training. The Contractor shall provide operating and safety training for all personnel.

14. Collection Vehicles and Equipment.

14.1 Quality and Quantity. The Contractor shall have on hand at all times and in good working order such Collection Vehicles, machinery, tools, accessories and other items necessary to adequately and efficiently perform Collection Services under this Agreement (collectively "Collection Equipment"). Collection Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All Collection Equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Prior to commencement of Collection Services, the Contractor shall provide the City with a

list of existing Collection Equipment that will be used to provide services to the City. The list shall be timely updated should the Contractor change any assigned Collection Equipment.

14.2 Collection Vehicles, Equipment Description and Replacement. All Collection Vehicles and other vehicles used by the Contractor to provide Collection Services shall be equipped with two-way radios. All Collection Vehicles shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All Collection Vehicles shall be numbered and a record kept as to the utilization of the vehicle to which each number is assigned. The Contractor shall provide serviceable and adequate equipment at start-up and shall maintain all equipment in accordance with the equipment's life expectancy. The City's Authorized Representative may require the repair or replacement of equipment as reasonably necessary.

14.3 Reserve Collection Equipment. The Contractor shall have available at all times reserve Equipment that can be put into service and operation within two (2) hours of any breakdown. Such reserve Equipment shall correspond in size and capacity to the Equipment regularly used to perform the Collection Services required under this Agreement.

14.4 Purchase of City Vehicles. The Contractor shall purchase the inventory of vehicles owned by the City as set forth in the Vehicle Purchase List attached as Exhibit "A." The parties shall obtain an independent licensed appraiser to establish the value of the vehicles. If the parties cannot agree on an appraiser, each party will select an appraiser who will select a third. All three appraisers shall provide an appraisal and the low and high shall be eliminated. The remaining appraisal shall determine the purchase price of the vehicles. The Contractor shall pay the City the purchase price prior to the date of commencement of services under this Agreement. Transfer of

vehicle ownership shall occur by issuance of a Bill of Sale and Certificates of Title from the City to the Contractor. The Contractor shall not take possession of the vehicles until title has been transferred to the Contractor. Should the City subsequently direct the Contractor to initiate Residential Collection Services, the City shall provide the Contractor with a list of additional City Vehicles. The Contractor shall purchase the additional City Vehicles utilizing the procedure specified in this Paragraph.

14.5 City Containers. The Contractor shall have the option at no cost to assume ownership of all existing City-owned Containers (excluding customer owned, compaction, or other special purpose type containers) at the commencement of services. If exercised, the City shall provide a bill of sale to the Contractor for the Containers. Should the Contractor assume ownership of the City's Containers, the Contractor shall be responsible for the repair, maintenance, and replacement of those Containers acquired from the City on an as needed basis. Should the Contractor choose not to utilize the existing City owned Containers, the Contractor shall provide and maintain its own Containers at its expense.

14.6 Carts. Upon the commencement of Residential Services, the Contractor shall provide at no cost to the City, each Residential Customer with one 96 gallon cart.

14.7 Advertising. No advertising shall be permitted on Collection Vehicles.

15. Disposal and Ownership of Solid Waste.

15.1 Disposal. The Contractor shall dispose of the Solid Waste collected pursuant to this Agreement at the Solid Waste Disposal Facility specified in the Inter-Local Agreement between the City and Miami-Dade County for the use of the County Solid Waste Management System dated September 19, 1995, attached as Exhibit "B" for the term of the Inter-Local

Agreement. Upon expiration of the Inter-Local Agreement, the Contractor may dispose of the City's Solid Waste at any properly licensed Solid Waste Disposal Facility provided that the tipping fees are at a rate equal to or less than the rates provided by Miami-Dade County. Should the provisions of the Inter-Local Agreement allow for the Contractor to dispose of the City's Solid Waste at the Medley Landfill, the Contractor may utilize that facility to dispose of the City's Solid Waste.

15.2 Ownership of Solid Waste. Contractor shall be the owner of all Solid Waste it collects from City Customers. Ownership shall transfer to the Contractor at the point of collection.

15.3 City Disposal of Yard Trash. The City may dispose of clean Yard Trash at the Contractor's disposal facility at the per ton rates specified in the Contractor's Rate Schedule.

16. Contract Pricing.

16.1 Monthly Single-Family Residential Collection Rates. The City shall pay the Contractor the monthly rates specified in the Contractor's Rate Schedule for each Residential Customer served for the performance of either regularly scheduled Curbside or Side Yard Residential Collection Services.

16.2 Multi-Family Collection Rates. The City shall pay the Contractor the monthly rates specified in the Contractor's Rate Schedule for each Multi-Family Customer for the performance of regularly scheduled Multi-Family Collection Services.

16.3 Commercial Collection Rates. The City shall pay the Contractor the amounts specified in the Contractor's Rate Schedule Price for the performance of Commercial Collection Services.

16.4 Storm Cleanup Services. The City shall pay the Contractor pursuant to a separate written agreement at a mutually agreed rate for any storm cleanup services.

17. Billing for services.

17.1 Residential, Multi-Family and Commercial Billing. The City shall be responsible for billing of all Customers for Single-Family, Multi-Family and Commercial Collection Services.

17.2 Invoices. The Contractor shall submit a monthly invoice to the City by the 10th of each month for all Collection Services rendered during the preceding month. The rates charged by the Contractor shall be those specified in the Contractor's Rate Schedule attached as Exhibit "C" The invoice shall include sufficient detail to the City to determine the number of Customers served, type and amount of services, including all Storm Cleanup Services. Payments will be made to the Contractor of all approved undisputed invoices within 30 days of receipt of the Contractor's invoice. Should the City dispute an invoice or require additional backup documentation, the City shall notify the Contractor in writing of the same no later than 20 days from the date of receipt of the invoice.

17.3 Billing Adjustment Procedures. On the first day of each month the number of Customers may be adjusted by the City, if necessary, to correspond with Collection Services being provided. The parties agree that there will be no fluctuation in service levels or billing as a result of seasonal population fluctuation. The City's Authorized Representative will notify the Contractor verbally, and will confirm in writing within 15 days of any Residential, Multi-Family or Commercial customer to which Collection Services should be terminated and of any new Customer

to which Collection Services should be commenced. Collection Services shall commence or terminate as appropriate at the next regularly scheduled pickup after verbal notification.

18. Rate Adjustments.

18.1 Cost of Living Adjustments. Commencing October 1, 2012, and annually thereafter, the rates set forth in this Agreement shall be adjusted upward or downward, through the calculation of the current rate multiplied by the percentage change for the immediately preceding 12 month period of July to July in the Consumer Price Index for South Urban Consumers of the United State for All items, as published by the Department of Labor Statistics, excluding energy, transportation or fuel components. The Calculation of the percentage change shall be the average over the 12 month period.

18.2 Changes in Disposal Charges/Tipping Fee Adjustment. In the event that the disposal charges/tipping fees incurred by the Contractor at the Solid Waste Disposal Facility should increase or decrease, the City shall permit an adjustment to the rates in relation to the amount that the change in disposal charges/tipping fee affects the total rate structure of monthly service charges. The Contractor shall provide sufficient documentation to the City, including accounting and calculations necessary for the City to determine the amount of the requested adjusted increase or decrease in rates. The City Commission shall consider the request within 45 days of receipt of written notice (including receipt of backup documentation) from the Contractor. Any approval of the request by the City Commission shall be retroactive to the date that the Contractor is charged the adjusted disposal charge/tipping fee.

18.3 Fuel Adjustment. Commencing October 1, 2012, and annually thereafter on October 1, the monthly rate shall be adjusted upward or downward to adjust the applicable rate

charged to reflect any change in the cost of diesel fuel as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average prices of diesel fuel for the "Lower Atlantic" United States on a weekly basis. After determining the price of diesel fuel from the website and computing an average from a 12 month period from the previous July to July, the corresponding fuel cost modifier will be calculated pursuant to the table attached as Exhibit "D." The average rate for the 12 month period shall be compared to the average rate for the previous 12 month period. The table shall be utilized to compute the increase or decrease in monthly rate.

18.4 Unusual Cost. The Contractor may petition to the City Commission to adjust the rates based upon unusual and unanticipated increases in the cost of doing business due to a change in law or applicable regulation. Any such request shall be supported by full documentation establishing the increase in operating expenses and the reasons therefore. The City shall be entitled to audit the Contractor's financial and operational records directly related to the request in order to verify the increase in costs and reasons therefore. The City Commission shall consider the request within 45 days of receipt of the request or as soon as is practicable should the City's audit of the request require additional time. The City Commission may approve or deny the request in whole or in part.

19. Authority/License.

19.1 Authority. Pursuant to Chapter 166, Florida Statutes, Article VIII, Section 2(b) of the Florida Constitution and Chapter 403, Florida Statutes, the City has the lawful authority to enter into this Agreement.

19.2 Exclusive Rights. To the extent permitted by law, the City grants the Contractor at the time that each of the particular services are commenced in Section 4, the exclusive right and the sole obligation during the Initial Term of this Agreement and any Additional Term, a license for the collection, hauling and disposal of all Residential, Multi-Family and Commercial Solid Waste within the City, with the exception of, yard waste, white goods, roll on/roll off services and recycling services.

19.3 Franchise Fees. The Contractor shall not be entitled to any Franchise Fees for the performance of its services under this Agreement. The rates set forth in this Agreement are exclusive of Franchise Fees. The City represents that Chapter 118 of the City Code is not applicable to the services to be performed by the Contractor. Should the City determine that Chapter 118 is applicable, any Franchise Fees shall be added as a pass-through to the Customer and not charged against the Contractor's rates.

20. Complaints and Complaint Resolution.

20.1 Office. The Contractor shall provide at its own expense, a suitable office with local telephone service available to City residents where complaints can be received, recorded and handled during regular working weekday hours. The office shall be equipped with sufficient phone lines to receive complaints from Customers. The office shall be open from 7:00 a.m. to 4:00 p.m., Monday through Friday and Saturday from 7:00 a.m. to 1:00 p.m., except on Holidays. The Contractor shall provide an answering service and contact person during non-office hours for the receipt of Customer inquiries. The contact person shall have the ability to authorize operations in the case of situations requiring immediate attention.

20.2 Complaint Register. The Contractor shall prepare and maintain, in accordance with a format approved by the City's Authorized Representative, a written register of all complaints received, indicating the disposition of each complaint ("Complaint Register"). The Complaint Register shall be available for inspection by the City's Authorized Representative at all times during which the office is open. The Complaint Register shall indicate at a minimum, the name and address of the complainants, the date and hour on which the complaint was received, the nature of the complaint, and the date and hour on which it was resolved.

20.3 Response to Complaints. All complaints shall be resolved within 10 days from the time of receipt of the complaint. If the matter is not resolved, the Contractor shall within five (5) days deliver to the City Manager a report of the status of the complaint, efforts to resolve the complaint and reasons why the complaint was not resolved. In the event of a dispute between Contractor and a Customer the situation will be reviewed and resolved by the City Manager.

20.4 Complaint Reports. The Complaint Register shall be submitted to the City Manager each month along with the monthly invoice.

21. Annual Reports. For purposes of this section, the Contractor agrees to utilize the City's fiscal year, October 1 through September 30, as the period for annual reporting. On December 1, following each fiscal year, the Contractor shall submit to the City a report containing the following information for the previous fiscal year:

- a) Total Solid Waste tonnage collected;
- b) Total Tipping Fees paid to dispose of the Solid Waste;
- c) Copies all required insurance and bonds;

d) Other information and data as may be requested by the City Manager, except information which is held by Contractor as proprietary or confidential;

e) Complaint Register; and

f) Annual Audit.

22. Subcontractors. The Contractor shall not employ subcontractors to perform services pursuant to this Agreement without prior written approval by the City.

23. Performance Bond.

23.1 Delivery of Bond. On or before October 1, 2011, the Contractor shall furnish to the City a Performance Bond in a form acceptable to the City which shall remain in effect throughout the Initial Term and any Additional Term of this Agreement.

23.2 Amount and Annual Adjustment. The initial amount of the Performance Bond shall be the equivalent of 25% of the anticipated annual revenues. The amount shall be adjusted annually on October 1.

23.3 Qualifications of Surety. The Performance Bond shall be written by a Surety licensed to do business in the State of Florida and acceptable to the City.

24. Indemnification.

24.1 The Contractor shall indemnify, hold harmless and defend (at trial and appellate levels) the City, its elected officials, officers, agents, consultants and employees from and against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, judgments, orders, decrees, attorney's fees, costs, investigation expenses or causes of actions of any kind arising out of the Contractor's performance or nonperformance under this

Agreement and attributable to the Contractor's negligence, breach of contract or violation of law or regulation.

24.2 The Contractor shall indemnify, hold harmless and defend (at trial and appellate levels) the City, its elected officials, officers, agents, consultants and employees from and against and assume all liability for any and all damages that may at any time be imposed or claimed by any third party for infringement of any patent right, trademark, or copyright.

24.3 The Contractor shall pay all claims, losses, liens, settlement or judgments of any nature whatsoever in connection with the foregoing indemnifications, including but not limited to, reasonable attorney's fees (at trial and appellate levels), expenses and costs.

24.4 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all reasonable costs and fees associated therewith shall be the responsibility of the Contractor.

24.5 The indemnification provided in this Section shall not apply to claims, losses, expenses or liability arising out of the negligence, breach of contract, or violation of law or regulation by the City. Nothing contained herein shall be intended or construed as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.

24.6 The indemnification provided in this Section shall survive the termination or expiration of this Agreement.

25. Insurance.

25.1 The Contractor shall maintain throughout the Initial Term of this Agreement and any Additional Term, a policy or policies of insurance of the types and minimums specified in this Section. The City shall be an additional named insured with respect to the required coverages.

25.2 The Contractor shall furnish certified copies of the declaration page of the original insurance policies to the City, including a certificate of insurance for all policies.

25.3 All policies shall include a provision or endorsement that the coverage afforded shall not be cancelled, or materially changed without prior 30 day written notice to the City provided by registered mail.

25.4 Coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with a rating by AM Best Insurance Guide, rated B+ or better.

25.5 The Contractor shall maintain a commercial general liability policy in the minimum amount of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The policy shall include coverage for contractual liability and specifically cover the indemnity set forth in this Agreement.

25.6 The Contractor shall maintain a comprehensive automobile liability policy in the minimum amount of \$100,000 per person for bodily injury and \$300,000 per accident for property damage per vehicle. The Contractor shall additionally maintain a minimum excess policy for \$1,000,000 per occurrence for combined bodily injury and property damage. The policies shall cover all vehicles owned, non-owned, leased or used by Contractor.

25.7 The Contractor shall maintain worker's compensation and employer's liability coverage at the statutory minimums required by Florida Statutes.

26. Events of Default by Contractor. Each of the following events or conditions may constitute an "Event of Default" by Contractor for the purposes of this Agreement:

26.1 Any material failure by Contractor to perform or comply with the terms and conditions of this Agreement.

26.2 Filing by or against Contractor or the Performance Bond surety of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.

26.3 Failure by Contractor to provide Collection Services for a period of five (5) consecutive days, excluding Sundays, Holidays, force majeure and national disasters.

26.4 Complaints constituting verified material deviations from Contractor's duties or obligations under this Agreement and not cured within 10 days in any calendar month in excess of 20 per month.

26.5 Not resolving legitimate complaints of missed service within the time frame specified, 15 or more times in any calendar month.

26.6 If any representation or warranty furnished by Contractor in this Agreement is found to be false or misleading in any material respect.

26.7 Sale or assignment of the franchise rights provided by this Agreement to a third party without the City's prior written consent.

26.8 Refusal of Contractor to timely allow inspection, audit or review of records.

26.9 Failure to timely provide the Reports required in this Agreement.

27. Remedies Upon Default By Contractor/Termination

27.1 Termination for Cause. In the event of Default by Contractor, the City shall provide the Contractor with written notice of the Default and an opportunity to cure. The Contractor

shall cure the Default within 10 days of receipt of the City's notice. Should the Contractor fail to timely cure the Default the City may, without election of remedies:

- a) Immediately terminate this Agreement (and any license issued by the City as part of this Agreement) by delivery of a written Notice of termination to Contractor;
- b) Seek recovery on the Performance Bond; and/or
- c) Exercise all remedies available at law or at equity or other appropriate proceedings for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance.

27.2 Termination for Convenience. The City may terminate this Agreement (and any license issued by the City as part of this Agreement) for convenience by providing the Contractor with no less than 365 days written notice of termination.

27.3 Termination due to Unavailability of Funds. The City may terminate this Agreement for convenience on 60 days notice to the Contractor should the City at any time not have funds available to pay for the Contractor's continued services.

27.4 Termination Compensation. Should the City terminate the Contractor for cause or convenience under this Section, the Contractor shall be entitled to compensation for those Collection Services actually performed and approved by the City's Authorized Representative up to the date of termination. The Contractor shall not be entitled to any additional monies or damages from the City should the City terminate the Agreement prior to the end of the Term or Additional Term. Notwithstanding the provisions in this Paragraph to the contrary, should the City terminate the Contractor for convenience prior to the expiration of the term, the Contractor shall additionally be entitled to payment of demobilization costs and expenses. Within 60 days of the Contractor's

commencement of the Services specified in Section 4, the Contractor shall provide the City's Authorized Representative with a list of its mobilization costs and expenses. The list shall be utilized to quantify the Contractor's demobilization costs and expenses.

28. Representations and Warranties of Contractor. Contractor warrants and represents to the City that:

28.1 It understands that at certain times during the year, the quantity of Solid Waste to be disposed of is materially increased by the influx of visitors. Contractor agrees that seasonal fluctuation will not be justification for Contractor to fail to maintain the Regular Schedules or to justify a rate increase.

28.2 All Solid Waste collected by Contractor under this Agreement will be disposed of at a duly licensed and permitted Solid Waste Disposal Facility.

28.3 Contractor has all requisite power, authority, licenses and permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

28.4 Contractor's execution, delivery, and performance of this Agreement have been duly authorized by, executed and delivered for it by the signatories so authorized, and constitutes its legal, valid and binding obligations.

28.5 Contractor's execution, delivery, and performance of this Agreement will not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

28.6 Contractor has not received any notice, nor to the best of its knowledge is there pending or threatening any notice, or any violation of any applicable laws, ordinances,

regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

28.7 Contractor has, or will have, under its control at the date of commencement of services under this Agreement, all licenses, permits, equipment, machinery and manpower necessary to perform under this Agreement.

29. Compliance With Law. Contractor shall perform its obligations in compliance with any and all applicable Federal, State, County and City laws, rules, and regulations, in accordance with sound safety practices, and in compliance with any and all rules of the City relative to the services, including Chapter 94 of the City Code. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations prior to providing Collection Services to the City.

30. Access to Books and Records/Audit. Contractor shall maintain adequate records of all Solid Waste Collection services. The City's Authorized Representative shall have the right to audit, inspect and review all records maintained by Contractor pertaining to this Agreement upon 20 days written notice. An annual audit of the books and records prepared in accordance with generally accepted accounting principles, shall be delivered to the City no later than December 1st of the year following the fiscal year. Records shall be maintained for a period of three (3) years from the date of termination or expiration of this Agreement. Contractor shall comply with the applicable provision of Chapter 119, Florida Statutes, the Florida Public Records Act.

31. Public Awareness Program. If requested by the City, the Contractor shall assist the City with a Public Awareness Program by distribution of print media, schedules and other applicable documents.

With a copy to:

Ronald Kaplan, Florida Counsel  
Waste Management Inc. of Florida  
2700 Wiles Road  
Pompano Beach, Florida 33073

33. No Waiver. The failure of Contractor or the City to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's rights to thereafter enforce the same in accordance with this Agreement.

34. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

35. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

36. Assignment. Contractor shall not assign, sell, transfer or dispose of the franchise rights or obligations granted by this Agreement in any manner whatsoever without the express prior written consent of the City. The City shall have the full discretion to approve or deny, with or without cause, any proposed sale, transfer, or assignment by Contractor. Any assignment, sale or transfer of this Agreement made by Contractor without the express written consent of the City shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor. In the event the City agrees to an assignment, sale or transfer of the franchise, the assignee shall fully assume all the liabilities and obligations of the Contractor under this Agreement.

37. Complete Agreement. This Agreement, when executed, together with the Exhibits attached hereto, and the documents specified in Section 38 shall constitute the entire Agreement between the parties.

38. Proposal and Agreement Incorporated By Reference. The City's Request for Proposals for Solid Waste Collection Services, together with all addendum thereto, and Contractor's Proposal are hereby incorporated by reference into this Agreement. In construing the rights and obligations between the parties, the order of priority in case of conflict between the documents shall be as follows:

- a) This Agreement;
- b) The Contractor's Proposal; and
- c) The City Request for Proposals, as addended.

39. Independent Agent. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between City and Contractor, an employer/employee relationship, partnership or joint venture, a principal agent relationship, or any relationship other than independent contractor.

40. Force Majeure. The performance of any act by the City or the Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, that should the condition of the force majeure exceed a period of 30 days, the City may at its option and discretion, terminate or renegotiate this Agreement.

41. Time of the Essence. Time is of the essence with respect to each and every term and condition of this Agreement.

42. Amendment. This Agreement shall only be amended in writing with the same formality as this Agreement. No amendment or modification of this mutually Agreement shall be valid and effective, unless both parties shall agree in writing to such amendment.

43. Attorneys' Fees. If either the City or the Contractor incurs any expenses in enforcing the terms or conditions of this Agreement, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorneys' fees and costs.

44. Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, singular or plural, as the identity of the party or parties, or their personal representatives, successors, and assigns may require.

45. Counterparts. This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

46. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

47. Governing Law/Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any proceedings arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida. Each party voluntarily, knowingly and irrevocably waives its right to a trial by jury for any and all actions that might arise out of this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto subscribe their names to this instrument on the date first above written.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2011

CITY OF NORTH BAY VILLAGE, a  
Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its: \_\_\_\_\_ Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2011

Approved as to form and legality

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

\_\_\_\_\_ day of \_\_\_\_\_, 2011

Witnesses:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name:

Print Name:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Users/June 2011/NBV agreement

**RESOLUTION NO: 2010-64A**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION OF WASTE MANAGEMENT AS THE NUMBER ONE RANKED PROPOSAL FOR PROVIDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)**

**WHEREAS**, the City of North Bay Village, in accordance with applicable State and local laws, has requested proposals from qualified companies to provide solid waste collection and disposal services for the City of North Bay Village.

**WHEREAS**, five (5) proposals were received and evaluated by an Evaluation Committee consisting of the Interim City Manager, the Finance Director, and the Police Chief; and

**WHEREAS**, said Evaluation Committee ranked the proposals as follows: #1-Waste Management, #2-Choice Environmental, #3-Southern Waste Services #4-Waste Pro; and #5-Waste Systems, Inc.; and

**WHEREAS**, the City Manager hereby request that the City Commission accept the recommendation of Waste Management as the number one ranked proposer and permit authorization to negotiate and enter into a contract for the scope of services for providing solid waste collection and disposal services pursuant to RFP #2010-02.

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

**Section 1:** That the above recitals are true and correct.

**Section 2:** That the City Commission hereby accepts the City Manager's recommendation of Waste Management as the number one ranked proposer for providing solid waste collection and disposal services according to RFP #2010-02 and authorizes the City Manager to negotiate and enter into a contract for said services.

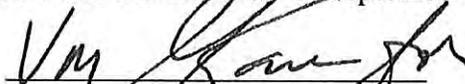
**Section 3:** This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor George A. Kane, seconded by Commissioner Reinaldo Trujillo.

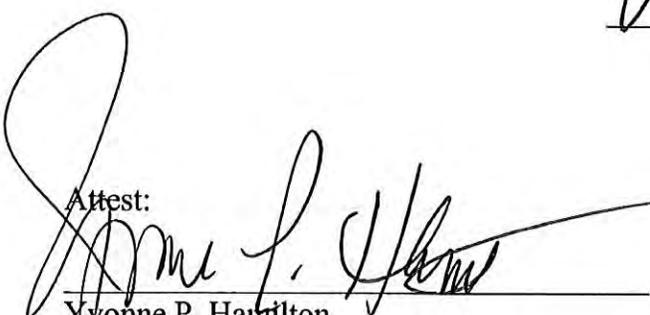
**FINAL VOTE AT ADOPTION:**

Mayor Oscar Alfonso	<u>Yes</u>
Vice Mayor George A. Kane	<u>Yes</u>
Commissioner Frank Rodriguez	No
Commissioner Reinaldo Trujillo	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

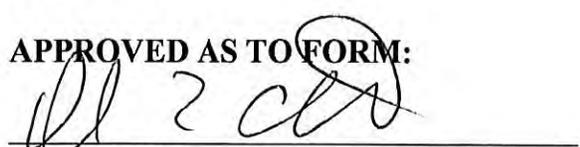
**PASSED AND ADOPTED** this 28th day of September 2010.

  
Oscar Alfonso, Mayor

Attest:

  
Yvonne P. Hamilton  
City Clerk

**APPROVED AS TO FORM:**

  
Daniel L. Abbot, City Attorney

City of North Bay Village Resolution: Outsourcing of Solid Waste Collection and Disposal Services to Waste Management.



**City of North Bay Village**

**Administrative Offices**

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190

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

**CITY OF NORTH BAY VILLAGE**  
**RECOMMENDATION MEMORANDUM**

**DATE:** September 28, 2010

**TO:** Mayor Oscar Alfonso  
Vice Mayor George A. Kane  
Commissioner Frank Rodriguez  
Commissioner Reinaldo Trujillo  
Commissioner Paul Vogel

**FROM:** Robert Pushkin  
Interim City Manager 

**SUBJECT:** Recommendation of Rank Order of Proposers for Waste Collection  
And Disposal Services

---

**RECOMMENDATION:**

It is recommended that the City Commission approve the attached Resolution accepting the recommendation of the City Manager of Waste Management as the number one ranked proposal for providing solid waste collection and disposal services in response to RFP #2010-02; and, authorizing the City Manager to negotiate and enter into a contract for services with Waste Management based upon its proposal submission dated August 16, 2010.

**BACKGROUND:**

In addressing the budget demands, staff solicited Request for Proposals (RFP) for solid waste collection and disposal services to review and consider such proposals to determine if there were any cost savings associated with having an outside company perform the services. RFP #2010-02 was issued by the City soliciting interest from companies to provide the services with a due date for proposal submissions of August 16, 2010 at the Office of the City Clerk.

Mayor  
Oscar Alfonso

Vice Mayor  
George A. Kane

Commissioner  
Frank Rodriguez

Commissioner  
Reinaldo Trujillo

Commissioner  
Dr. Paul Vogel

*ZALW*

**MEMO TO CITY COMMISSION  
SEPTEMBER 28, 2010  
PAGE 2 OF 3**

On August 16, 2010, five (5) proposals were received from the following firms:

Choice Environmental  
SWS (Southern Waste Services)  
Waste Management  
Waste Pro  
Waste Systems, Inc.

The evaluation committee met on August 26, 2010, to review the proposal submissions based on the following evaluation criteria published in the RFP:

	<u>Points</u>
Past experience servicing solid waste for South Florida municipalities with exclusive franchises	1-30
Customer Service and Operations Plans	1-20
Financial Stability and Resources	1-30
Price	<u>1-20</u>
Total	100

Each proposal was evaluated based on the merits of the information provided in the submitted proposal. Each committee member scored the five (5) proposals and determined a rank order. The rank order of each member was tabulated and the committee's rank order of the proposals is as follows:

- #1 Waste Management
- #2 Choice Environmental
- #3 Southern Waste Services
- #4 Waste Pro
- #5 Waste Systems, Inc.

**2A(2)**

**MEMO TO CITY COMMISSION  
SEPTEMBER 14, 2010  
PAGE 3 OF 3**

The proposal ranked number one, Waste Management, is the company being recommended to the City Commission for selection by the City.

During these economic times, the City of North Bay Village is continuing to explore all avenues to reduce City expenditures and its options to increase revenues, while at the same time ensuring that the level of services are met. The City is giving consideration to outsourcing its sanitation services to achieve significant cost savings.

The evaluation committee score sheets and the proposal submissions are attached.

The City Manager hereby recommends, based upon the findings of the evaluation committee, the selection of Waste Management as the number one ranked proposer to provide commercial, single-family, and multi-family solid waste collection and disposal services to the City.

**BUDGETARY IMPACT:**

Significant cost savings will be realized by outsourcing solid waste and collection and disposal services beginning in the new Fiscal Year 2010-2011. With the selection of Waste Management the same level of service, or greater, will be provided to our residents and property owners at a lesser cost to the City.

**PERSONNEL IMPACT:**

The selected company will agree to hire employees currently working in the Sanitation Department, if they meet the required qualifications.

**CONTACT:**

Bob Pushkin, Interim City Manager

**2A(3)**



**City of North Bay Village**

Administrative Offices

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

**CITY OF NORTH BAY VILLAGE  
MEMORANDUM**

**DATE:** September 21, 2010

**TO:** Robert Pushkin  
Interim City Manager

**FROM:** Vice Mayor George A. Kane

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION OF WASTE MANAGEMENT AS THE NUMBER ONE RANKED PROPOSAL FOR PROVIDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH SERVICES; SETTING AN EFFECTIVE DATE.**

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

GAK:yph

**2A(5)**

Mayor  
Oscar Alfonso

Vice Mayor  
George A. Kane

Commissioner  
Frank Rodriguez

Commissioner  
Reinaldo Trujillo

Commissioner  
Dr. Paul Vogel

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION OF WASTE MANAGEMENT AS THE NUMBER ONE RANKED PROPOSAL FOR PROVIDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)**

**WHEREAS**, the City of North Bay Village, in accordance with applicable State and local laws, has requested proposals from qualified companies to provide solid waste collection and disposal services for the City of North Bay Village.

**WHEREAS**, five (5) proposals were received and evaluated by an Evaluation Committee consisting of the Interim City Manager, the Finance Director, and the Police Chief; and

**WHEREAS**, said Evaluation Committee ranked the proposals as follows: #1-Waste Management, #2-Choice Environmental, #3-Southern Waste Services #4-Waste Pro; and #5-Waste Systems, Inc.; and

**WHEREAS**, the City Manager hereby request that the City Commission accept the recommendation of Waste Management as the number one ranked proposer and permit authorization to negotiate and enter into a contract for the scope of services for providing solid waste collection and disposal services pursuant to RFP #2010-02.

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

**Section 1:** That the above recitals are true and correct.

**Section 2:** That the City Commission hereby accepts the City Manager's recommendation of Waste Management as the number one ranked proposer for providing solid waste collection and disposal services according to RFP #2010-02 and authorizes the City Manager to negotiate and enter into a contract for said services.

**Section 3:** This Resolution shall become effective upon its adoption.

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

**FINAL VOTE AT ADOPTION:**

Mayor Oscar Alfonso \_\_\_\_\_  
Vice Mayor George A. Kane \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Reinaldo Trujillo \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_ day of September 2010.

\_\_\_\_\_  
Oscar Alfonso, Mayor

Attest:

\_\_\_\_\_  
Yvonne P. Hamilton  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniel L. Abbot, City Attorney

City of North Bay Village Resolution: Outsourcing of Solid Waste Collection and Disposal Services to Waste Management.

2A(7)

REVIEW OF RFP 2010 - 02 AUGUST 26, 2010

REVIEWER	CHOICE	WASTE PRO	SOUTHERN WASTE	WSI	WASTE MINGT
R. DANIELS	84	49	63	40	90
G. PIRRI	93	82	82	59	87
R. PUSHKIN	92	78	79	72	95
TOTAL	269	209	224	171	272

2A(8)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME W/M

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>29</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>19</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>29</u>
4 PRICE	1 TO 20	<u>18</u>

REVIEWERS NAME [Signature]  
DATE 8/26/10

TOTAL 100%

95

**2A(9)**

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME WASTE MANAGEMENT

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>27</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>17</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>26</u>
4 PRICE	1 TO 20	<u>17</u>

REVIEWERS NAME SP/umi TOTAL 100% 87  
DATE 8-26-10

2A(10)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME W/M

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>30</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>18</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>26</u>
4 PRICE	1 TO 20	<u>16</u>

REVIEWERS NAME Wm J. S. Davis  
DATE 8/26/2010

TOTAL 100% 90

2A(11)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME CHSICE ENVIRONMENTAL

		WEIGHTING	SCORE
1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>28</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>18</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>25</u>
4	PRICE	1 TO 20	<u>19</u>

REVIEWERS NAME MA Puri  
 DATE 8-26-10

TOTAL 100% 93

**2A(12)**

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME Choice

		WEIGHTING	SCORE
1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>19</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>20</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>20</u>
4	PRICE	1 TO 20	<u>25</u>
	REVIEWERS NAME <u>WJ S. Davidson</u>	TOTAL	<u>84%</u>
	DATE <u>8/26/2010</u>	100%	

**2A(13)**

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME Choice

		WEIGHTING	SCORE
1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>28</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>17</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>28</u>
4	PRICE	1 TO 20	<u>19</u>

REVIEWERS NAME   
 DATE 8/24/10

TOTAL 100% 92

**2A(14)**

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME Swi

		WEIGHTING	SCORE
1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>15</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>15</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>25</u>
4	PRICE	1 TO 20	<u>8</u>
	REVIEWERS NAME <u>Paul J. Chavis</u>	TOTAL	<u>63</u>
	DATE <u>of 2/2/10</u>	100%	

2A(15)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME Sevier Waste

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>20</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>16</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>27</u>
4 PRICE	1 TO 20	<u>16</u>

REVIEWERS NAME [Signature]  
DATE 8/26/10

TOTAL 100% 79

2A(16)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME Southern Waste Systems

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>22</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>17</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>29</u>
4 PRICE	1 TO 20	<u>14</u>

REVIEWERS NAME W.P. Rivi  
DATE 8-26-10

TOTAL 100% 82

2A(17)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME USA'S P20

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>25</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>17</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>25</u>
4 PRICE	1 TO 20	<u>15</u>
REVIEWERS NAME <u>SPD/ini</u>	TOTAL	<u>82</u>
DATE <u>8-26-10</u>	100%	

2A(18)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME Waste Pro

1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	WEIGHTING 1 TO 30	SCORE <u>9</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>10</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>20</u>
4	PRICE	1 TO 20	<u>10</u>
	TOTAL	100%	<u>49.0%</u>

REVIEWERS NAME  
 DATE 8/29/2010

*(Handwritten Signature)*  
 (Wheatfield)

2A(19)

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME WASTE Pro

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>25</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>15</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>28</u>
4 PRICE	1 TO 20	<u>10</u>

REVIEWER'S NAME R. H. F. [Signature]  
DATE 8/26/10

TOTAL 100% 78

2A (20)

RFIP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME WSE

		WEIGHTING	SCORE
1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>5</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>10</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>15</u>
4	PRICE	1 TO 20	<u>10</u>

REVIEWERS NAME Wm J. J. (Clarissa)  
 DATE 8/26/2010

TOTAL 100%

40

**2A (21)**

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
 COMPANY NAME Waste Services of Florida (WSI)

		WEIGHTING	SCORE
1	PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>12</u>
2	CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>15</u>
3	FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>18</u>
4	PRICE	1 TO 20	<u>16</u>

REVIEWERS NAME WSP Lin TOTAL 100%  
 DATE 8-26-10 59

**2A(22)**

RFP 2010 - 02 SOLID WASTE COLLECTION & DISPOSAL

PROPOSAL EVALUATION & AWARD CRITERIA WEIGHTING  
COMPANY NAME W51

	WEIGHTING	SCORE
1 PAST EXPERIENCE SERVING SOLID WASTE FOR SOUTH FLORIDA MUNICIPALITIES WITH EXCLUSIVE FRANCHISES	1 TO 30	<u>19</u>
2 CUSTOMER SERVICE & OPERATIONS PLANS	1 TO 20	<u>14</u>
3 FINANCIAL STABILITY & RESOURCES	1 TO 30	<u>21</u>
4 PRICE	1 TO 20	<u>18</u>
TOTAL	100%	<u>72</u>

REVIEWERS NAME [Signature]  
DATE 8/26/10

**2A(23)**



**City of North Bay Village**

Administrative Offices

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

**CITY OF NORTH BAY VILLAGE  
MEMORANDUM**

**DATE:** August 16, 2010

**TO:** Robert Pushkin  
Interim City Manager

**FROM:** *Yvonne P. Hamilton*  
Yvonne P. Hamilton, CMC  
City Clerk

**SUBJECT:** Submittal Documents - RFP #2010-02 - Commercial, Single-Family and Multi-family Solid Waste Collection and Disposal Services

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Today, Tuesday, August 16, 2010, at approximately 3:00 p.m., Samuel Zamacona, Director of Public Works and I conducted the scheduled opening of the RFP submittals pursuant to RFP 2010-02, Commercial, Single-Family and Multi-Family Solid Waste Collection and Disposal Services. Five (5) companies responded as follows:

1. Waste Pro
2. SWS (Southern Waste Systems)
3. Waste Systems, Inc.
4. Choice Environmental
5. Waste Management

Representatives of the companies attended.

/yph

**2A(24)**

Mayor  
Oscar Alfonso

Vice Mayor  
Reinaldo Trujillo

Commissioner  
George A. Kane

Commissioner  
Frank Rodriguez

Commissioner  
Dr. Paul Vogel

W T S / E  
PRO

**Exhibit A  
Price Proposal Form**

**COMMERCIAL MONTHLY REGULAR CONTAINER  
SERVICE RATES:**

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	\$ 52.00	\$ 104.00	\$ 149.00	\$ 199.00	\$ 249.00	\$ 299.00
2 Yard	\$ 86.00	\$ 192.00	\$ 275.00	\$ 360.00	\$ 445.00	\$ 530.00
4 Yard	\$ 173.00	\$ 340.00	\$ 510.00	\$ 680.00	\$ 850.00	\$ 1020.00
6 Yard	\$ 233.00	\$ 466.00	\$ 696.00	\$ 926.00	\$ 1156.00	\$ 1386.00
8 Yard	\$ 277.00	\$ 547.00	\$ 817.00	\$ 1087.00	\$ 1357.00	\$ 1627.00

(Proposed rates above will be multiplied by three for all compaction containers. Above rates include collection and disposal).

**MULTI-FAMILY REGULAR SERVICE RATES:**

Residential unit fee for waste collection and disposal services the sum of \$23.39 per month for each dwelling unit in the residential unit.

**WASTE PRO RATE \$11.87 per dwelling unit per month**

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

**SINGLE FAMILY SERVICE RATE:**

Single-Family dwelling shall pay for waste collection and disposal services \$36.17 per month for each dwelling.

**WASTE PRO RATE \$15.87 per single family dwelling per month**

(Twice weekly pickup. If proposed fee is for curbside pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

2A(25)

# Southern Waste Systems



## EXHIBIT A PRICE PROPOSAL FORM



ORIGINAL

### COMMERCIAL MONTHLY REGULAR CONTAINER SERVICE RATES:

	1x/Week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	97.13	148.00	178.51	221.99	254.37	284.91
2 Yard	142.46	216.44	253.44	305.23	355.21	423.62
4 Yard	205.34	283.03	349.61	401.40	477.23	567.87
6 Yard	282.14	372.55	485.57	549.74	650.80	773.16
8 Yard	365.80	462.10	597.54	677.56	781.13	926.97

(Please note, the average commercial loose yardage rate is \$6.80 per yard)  
(The highlighted cells reflect services provided)

### MULT-FAMILY REGULAR SERVICE RATES:

Residential unit fee for waste collection and disposal services the sum of \$9.10 per month for each dwelling unit in the residential unit.

### SINGLE FAMILY

Single-Family dwelling shall pay for waste collection and disposal services \$23.46 per month for each dwelling.

(Twice weekly pick up)

2A(26)

WSI

Exhibit A  
Price Proposal Form

COMMERCIAL MONTHLY REGULAR CONTAINER

WSI Proposal

SERVICE RATES:

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	68.83	109.90	138.75	175.39	205.36	234.22
2 Yard	106.57	172.06	215.35	267.52	318.61	380.75
4 Yard	165.40	254.20	336.34	409.61	497.30	593.87
6 Yard	224.23	336.34	457.33	551.70	675.99	806.99
8 Yard	283.10	418.48	578.32	693.79	854.68	1020.11

(Proposed rates above will be multiplied by three for all compaction containers. Above rates include collection and disposal).

MULTI-FAMILY REGULAR SERVICE RATES:

Residential unit fee for waste collection and disposal services the sum of \$23.39 per month for each dwelling unit in the residential unit.

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

SINGLE FAMILY SERVICE RATE:

Single-Family dwelling shall pay for waste collection and disposal services \$36.17 per month for each dwelling.

(Twice weekly pickup. If proposed fee is for curb-side pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

WSI Proposes the following:

Multi-Family \$8.77 per month for each residential dwelling unit.  
Single-family dwelling \$13.56 per month for each dwelling (410)

WSI will pay the city \$57,909.00, sixty seven thousand nine hundred and nine dollars for 2003 wheel truck and 2 transfer of containers ownership as stated in Addendum #1, Question 6.

To assist the city with recycling efforts to include promotions and customer education, WSI will give the city \$18,000.00 per year for each year of the contract and any extensions.

U R I L E

Option 1

Exhibit A  
Price Proposal Form

COMMERCIAL MONTHLY REGULAR CONTAINER SERVICE RATES:

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	\$43.26	\$86.51	\$129.77	\$173.03	\$216.28	\$259.54
2 Yard	\$86.51	\$173.03	\$259.54	\$346.05	\$432.57	\$519.08
4 Yard	\$173.03	\$346.05	\$519.08	\$692.11	\$865.13	\$1,038.16
6 Yard	\$259.54	\$519.08	\$778.62	\$1,038.16	\$1,297.70	\$1,557.24
8 Yard	\$346.05	\$692.11	\$1,038.16	\$1,384.21	\$1,730.27	\$2,076.32

(Proposed rates above will be multiplied by three for all compaction containers.

Above rates include collection and disposal).

MULTI-FAMILY REGULAR SERVICE RATES:

**Choice Environmental Services, Inc. per unit rate per month is \$8.49\*\***

Residential unit fee for waste collection and disposal services the sum of \$23.39 per month for each dwelling unit in the residential unit.

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

SINGLE FAMILY SERVICE RATE

**Choice Environmental Services, Inc. per unit rate per month is \$13.99\*\***

Single-Family dwelling shall pay for waste collection and disposal services \$36.17 per month for each dwelling.

(Twice weekly pickup. If proposed fee is for curbside pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

\*\* WE WILL SUPPLY NEW CARTS TO ALL SINGLE FAMILY HOMES. THEY WILL RECEIVE SIDE DOOR SERVICE. ALL CARTS WILL HAVE THE CITY'S LOGO HOT STAMPED ON THE CART AND THE CITY'S CHOICE OF COLOR. SHOULD THE CITY CHOOSE NOT TO HAVE THE CARTS, WE WILL CREDIT THE CITY 25,166 WHICH IS THE COST OF THE CARTS; IN ADDITION WE WILL GIVE THE CITY A 1.5% DISCOUNT FOR PAYING NET 15 DAYS FROM DATE OF INVOICE. WE ALSO, AT NO EXTRA CHARGE, WILL OFFER THE CITY BULK WASTE REMOVAL AT ALL SINGLE FAMILY HOMES THE FIRST SATURDAY OF EACH MONTH. IN ADDITION WE WILL ALSO OFFER E-WASTE REMOVAL (COMPUTERS, ELECTRONICS) THE RESIDENTS WILL PLACE THIS OUT ALONG WITH THE BULK EACH MONTH. THIS WILL ALSO INCLUDE PURCHASE OF ALL COMMERCIAL AND MULTI FAMILY CONTAINERS LISTED IN THE RFP FOR THE SUM OF \$16,150.00. AS PER RFP CHOICE WILL PURCHASE TRUCKS AT FAIR MARKET VALUE AND CHOICE WILL HIRE ALL CITY EMPLOYEES THAT PASS OUR GENERAL REQUIREMENTS AND MEET ALL COMPANY POLICY'S AND PROCEDURES.

2A(28)

**ALTERNATE PROPOSAL 1**  
 (w/ options for single-family side-door and single-family curbside service)

**Exhibit A**  
**Price Proposal Form**

**COMMERCIAL MONTHLY REGULAR CONTAINER SERVICE RATES:**

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	28.15	56.29	84.44	112.58	140.73	168.87
2 Yard	56.29	112.58	168.87	225.16	281.45	337.74
4 Yard	112.58	225.16	337.74	450.32	562.90	675.48
6 Yard	168.87	337.74	506.61	675.48	844.35	1013.22
8 Yard	225.16	450.32	675.48	900.64	1125.80	1350.96

(Proposed rates above will be multiplied by three for all compaction containers. Above rates include collection and disposal).

**MULTI-FAMILY REGULAR SERVICE RATES:**

Residential unit fee for waste collection and disposal services the sum of **\$8.40** per month for each dwelling unit in the residential unit.

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

**SINGLE FAMILY SERVICE RATE:**

Single-Family dwelling shall pay for waste collection and disposal services per month for each dwelling:

**\$24.00 for side-door service OR**

**\$15.00 for curbside service in 96-gallon carts**

(Twice weekly pickup. If proposed fee is for curb-side pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

*City may opt for either side-door or curbside for single-family service in this Alternate Proposal, which is consistent with all terms and conditions of the RFP, with the addition of an annual fuel adjustment, positive or negative, depending on changes in fuel costs.*

**2A(29)**

**ALTERNATE PROPOSAL 2 (continued)**  
(w/ options for single-family side-door and single-family curbside service)

1. *Annual fuel adjustment, positive or negative, depending on changes in fuel costs*
2. *WM will provide a new, comprehensive single stream recycling program for all multi-family residences. This will include delivery of 96-gallon containers, and weekly collection of single stream recyclables, which may all be combined into the same containers---there is no need to separate the recyclable paper from the recyclable cans and bottles, and there is an expanded list of acceptable recyclable items. (See list of acceptable items at end of this section).*
3. *WM will provide the option for each current NBV commercial solid waste customer to contract directly with WM for single stream recycling service of one 96-gallon container per week at no cost. WM will also provide a container to those commercial customers that wish to participate in this new, innovative program.*

*We believe that this solution offers a very customer-friendly, cost-effective approach to improving sustainability throughout the entire North Bay Village community. Recycling has never been easier!!!*

**2A(30)**

**ALTERNATE PROPOSAL 3**  
(w/ options for single-family side-door and single-family curbside service)

**Exhibit A**  
**Price Proposal Form**

**COMMERCIAL MONTHLY REGULAR CONTAINER SERVICE RATES:**

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	30.09	60.19	90.28	120.37	150.47	180.56
2 Yard	60.19	120.37	180.56	240.75	300.94	361.12
4 Yard	120.37	240.75	361.12	481.50	601.87	722.24
6 Yard	180.56	361.12	541.68	722.24	902.81	1083.37
8 Yard	240.75	481.50	722.24	962.99	1203.74	1444.49

(Proposed rates above will be multiplied by three for all compaction containers. Above rates include collection and disposal).

**MULTI-FAMILY REGULAR SERVICE RATES:**

Residential unit fee for waste collection and disposal services the sum of **\$9.90** per month for each dwelling unit in the residential unit.

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

**SINGLE FAMILY SERVICE RATE:**

Single-Family dwelling shall pay for waste collection and disposal services per month for each dwelling:

**\$24.00 for side-door service OR**

**\$15.00 for curbside service in 96-gallon carts**

(Twice weekly pickup. If proposed fee is for curb-side pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

*City may opt for either side-door or curbside for single-family service in this Alternate Proposal, which is consistent with all terms and conditions of the RFP, with the additions as outlined on the page that follows:*

**2A(31)**

**ALTERNATE PROPOSAL 3 (continued)**  
(w/ options for single-family side-door and single-family curbside service)

1. *Annual fuel adjustment, positive or negative, depending on changes in fuel costs*
2. *WM will provide a new, comprehensive single stream recycling program for all multi-family residences. This will include delivery of 96-gallon containers, and weekly collection of single stream recyclables, which may all be combined into the same containers---there is no need to separate the recyclable paper from the recyclable cans and bottles, and there is an expanded list of acceptable recyclable items. (See list of acceptable items at end of this section).*
3. *WM will provide the option for each current NBV commercial solid waste customer to contract directly with WM for single stream recycling service of one 96-gallon container per week at no cost. WM will also provide a container to those commercial customers that wish to participate in this new, innovative program.*
4. *Contract term and renewal options change from three to five years, and WM's annual contribution to the North Bay Village Community Fund increases to \$10,000.00 per year, or \$50,000.00 in the first term alone!*

*We believe that this total environmental solution offers the most customer-friendly, cost-effective approach to improving sustainability throughout the entire North Bay Village community. Recycling has never been easier!!!*

**ALTERNATE PROPOSAL 2**  
 (w/ options for single-family side-door and single-family curbside service)

**Exhibit A**  
**Price Proposal Form**

**COMMERCIAL MONTHLY REGULAR CONTAINER  
 SERVICE RATES:**

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard	30.09	60.19	90.28	120.37	150.47	180.56
2 Yard	60.19	120.37	180.56	240.75	300.94	361.12
4 Yard	120.37	240.75	361.12	481.50	601.87	722.24
6 Yard	180.56	361.12	541.68	722.24	902.81	1083.37
8 Yard	240.75	481.50	722.24	962.99	1203.74	1444.49

(Proposed rates above will be multiplied by three for all compaction containers. Above rates include collection and disposal).

**MULTI-FAMILY REGULAR SERVICE RATES:**

Residential unit fee for waste collection and disposal services the sum of **\$9.90** per month for each dwelling unit in the residential unit.

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

**SINGLE FAMILY SERVICE RATE:**

Single-Family dwelling shall pay for waste collection and disposal services per month for each dwelling:

**\$24.00 for side-door service OR**

**\$15.00 for curbside service in 96-gallon carts**

(Twice weekly pickup. If proposed fee is for curb-side pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

*City may opt for either side-door or curbside for single-family service in this Alternate Proposal, which is consistent with all terms and conditions of the RFP, with the additions as outlined on the page that follows:*

**2A(33)**



## City of North Bay Village

### Administrative Offices

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

**REQUEST FOR PROPOSALS  
FOR  
COMMERCIAL, SINGLE-FAMILY AND MULTI-FAMILY SOLID  
WASTE COLLECTION AND  
DISPOSAL SERVICES FOR  
CITY OF NORTH BAY VILLAGE  
RFP 2010-02**

Sealed proposals must be submitted on or before August 16, 2010 at 3:00 pm,  
addressed to:

Office of the City Clerk  
City of North Bay Village  
1666 Kennedy Causeway, Suite 700  
North Bay Village, FL 33141

### NOTICE TO INTERESTED PROPOSERS

Proposal documents may be obtained on or after July 22, 2010 from the City of North Bay Village, Office of the City Clerk, 1666 Kennedy Causeway, Suite 700, North Bay Village, FL 33141. The City will receive sealed proposals until 3:00 p.m. August 16, 2010 at the Office of the City Clerk.

A mandatory pre-proposal conference/site visit will be held at 10:00 a.m. on August 9, 2010 in the City Administrative Offices at 1666 Kennedy Causeway #700, North Bay Village, FL 33141. Any proposal received and not represented during the pre-proposal conference shall be disqualified.

Sealed proposals will be publicly opened shortly after 3:00 p.m. on August 16, 2010 in the Office of the City Clerk.

A Proposal/Bid Bond of Ten Thousand Dollars (\$10,000) must be submitted with all proposals. The successful bidder will be required to furnish a Performance Bond for twenty-five percent (25%) of the annual contract amount.

The City of North Bay Village reserves the right to reject any or all proposals and to waive any irregularities in the proposal(s).

**2A(34)**

Mayor  
Oscar Alfonso

Vice Mayor  
George A. Kane

Commissioner  
Page 1 of 21  
Frank Rodriguez

Commissioner  
Reinaldo Trujillo

Commissioner  
Dr. Paul Vogel

The City of North Bay Village is an Equal Opportunity Employer and encourages the participation of certified Minority/Women Business (MWBE) contractors.

## **ARTICLE I**

### **Liaison between City and Contractor**

The Contractor and City Manager or their respective designees shall be responsible for all dealings, contracts, notices and payments between the Contractor and the City.

### **Commencement of Work and Disposal Mandate**

The work outlined in these specific locations shall commence immediately upon receipt of a Notice to Proceed, but no later than 10 days thereafter. All conforming solid waste collected under this contract is the sole responsibility of the contractor and must be disposed of at an appropriate Governmental licensed facility.

### **Term**

The term of the contract shall be for three (3) years.

This contract shall automatically renew for one (1) additional (3) year term, unless either party gives written notice of non-renewal at least sixty (60) days prior to the end of the initial three (3) year term.

### **Definition of Terms**

**Authorized representative:** Shall mean the employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of this Contract.

**City:** City of North Bay Village, Florida or its Authorized Representative.

**Contract or Agreement:** The Contract executed by the City and the Contractor for the performance of work. The Contract shall be substantially in the form provided in these specifications or by Purchase Order incorporating the provision of the specification.

**2A(35)**

**Contractor or Vendor:** The person, firm, corporation, organization or agency which the City has executed a contract for performance of the work or supply of equipment or materials or his duly authorized representative.

**Disposal Costs:** Shall mean the “tipping fees” charged to the Contractor by the government licensed facility for disposal of the garbage and trash collected by the Contractor.

**Garbage:** Every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, decay, putrefaction and generation of noxious or offensive gasses or odors, or which during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.

**Hazardous Waste:** Shall mean solid waste, or a combination of solid waste which, because of its quality, concentration, or physical, chemical or infectious characteristics, may cause, or significantly contribute to, and increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

**Landfill:** Shall mean any solid waste land disposal area for which a permit, other than a general permit, required by Section. 403.707, Florida Statutes, that receives solid waste for disposal in or upon other than a Land spreading site, injection wells, or surface impoundment.

**Loose Refuse:** Any refuse, either garbage, or trash, stored in and collected from any type of container other than a mechanical container or Roll-out garbage can as described herein. Refuse, which is collected from the ground, is considered loose refuse.

**Mechanical Container:** Shall mean and include any detachable metal container designated or intended to be mechanically dumped into a loader/packer type garbage truck used by the Contractor.

**Multifamily:** Shall mean two (2) or more residential dwelling units as defined by the City’s Zoning Code.

2A(36)

**Performance Bond:** Shall mean the form of security approved by the City and furnished by the Contractor as required by this contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

**Proposer:** Any person, firm, corporation, organization or agency that holds a current Miami-Dade County license or permit for collection of solid waste and meets all of the criteria set forth in this RFP.

**Recycle Materials:** Shall mean those materials which are recycled and which would otherwise be processed or disposed of as solid waste.

**Recycling:** Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated or processed and reused or returned to use in the form of raw materials or products.

**Residential Solid Waste:** Shall mean a mixture of garbage and trash resulting from normal housekeeping activities of a residence.

**Residence:** (Single Family) a detached building designated for or occupied exclusively by one family.

**Refuse:** Shall mean both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal or other discarded matter, excluding recyclable materials.

**Refuse Regulations:** Shall herein refer to regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provisions of this contract.

**Remodeling and Home Repairs Trash:** Shall herein refer to the refuse collections service provided to municipal buildings and persons occupying residential dwelling units within the designated area, who are not receiving commercial service.

**Residential Services:** Shall herein refer to the refuse collections service provided to single-family residences within the City of North Bay Village.

2A(37)

**Solid Waste:** Including refuse, yard trash, clean debris, white goods, special waste, refuse or other discarded material.

**Solid Waste Disposal Facility:** Shall mean any solid waste management facility properly licensed, which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

**Specifications:** Directions, provisions and requirements contained in the Request for Proposals, Instructions to Proposer, Special Provisions, General Conditions, Technical Specifications (if any), together with any written contract made or to be made setting out or relating to methods and manner for the work to be carried out.

**General Conditions and Instructions to Proposer:**

**License/Permit:** The Proposer must hold a current Miami-Dade County license or Permit to collect solid waste to be qualified to submit a proposal.

**Proposal Submission:** The Proposal Form shall be deemed an offer, which may be accepted by the City of North Bay Village within the time prescribed in the Request for Proposals. Six (6) copies of the proposal shall be submitted in a sealed envelope on which shall be shown the name of the Proposer, proposal opening date, and name and proposal number. By submitting a proposal, the Proposer declares that he/she understands and agrees that these proposal specifications, provisions, terms and conditions of same shall become a valid contract between the City of North Bay Village and the undersigned upon notice of award of contract in writing by the City of North Bay Village.

**PROPOSAL CONTENT:**

**1) Price Proposal (20%) – (Exhibit A)**

**COLLECTION and DISPOSAL SERVICES:** Includes the Proposer's price to provide commercial residential and multifamily collection services as required in this RFP, and delivery and disposal to a designated disposal facility in accordance with this RFP.

**2) Customer Service and Operations Plans (20%)**

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**TRANSITION PLAN:** The Proposer shall provide a comprehensive description of its approach to phasing in the new contract. The Proposer shall explain how each of the minimum requirements for transitioning as defined in the specifications will be met. Describe how you will ensure that there is a smooth transition to the implementation of the new services so that the inconvenience to the affected customers is minimized.

**QUALITY CONTROL PLAN:** The Proposer shall provide a comprehensive description of its proposed quality control program. The description shall include as a minimum, the quality control organization and authority, the Proposer's overview of the tasks to be inspected, and reports and methods of inspections. Describe in detail how you will monitor the Quality Assurance Assessment.

**CUSTOMER SERVICE/COMPLAINT PLAN:** The Proposer shall provide a comprehensive description of its customer service and complaint plan. Describe your customer service office operation and how it will be staffed. Describe in detail what actions will be taken to prevent complaints and increase the quality of customer service.

**COMMUNITY INVOLVEMENT EFFORTS:**

Describe to what extent, if any, you are currently participating in specific communities with a customer base the size of the City of North Bay Village or larger, without cost, to assist in quality of service such as:

Local Community and Environmental Groups  
Community and Resident Crime Watch coordination with local police or residents  
Litter Control  
Neighborhood Relations  
Other

List at least three (3) contacts (if available) where you offer, at no cost, collection and disposal of solid waste material collected in conjunction with Keep America Beautiful affiliated cleanups or organized City clean-up events. Provide a reference with address, telephone number and telefax number.

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**OPERATIONS PLAN:** The Proposer shall provide as a minimum a comprehensive description of its operations, logistics management plan, and the proposed organizational structure. Include as a minimum: a description of the operational and maintenance facilities in proximity of the service areas and a proposed organizational chart for the service areas.

**EQUIPMENT LIST AND PLAN:** The Proposer shall provide a comprehensive Description of its existing equipment for this RFP. Include as minimum: a description of existing equipment in your fleet that has the capability to collect solid waste, yard and wood waste, and special services pickups, a description on the use of equipment to be assumed from the City, and a brief description of any new technological equipment that may be used to cover collection costs to the City of North Bay Village.

**3) Experience and References (30%)**

Proposing entity must have and submit evidence of at least THREE YEARS (3yrs) satisfactory experience in SOUTH FLORIDA (meaning Miami-Dade, Broward, Palm Beach or Monroe Counties only) through EXCLUSIVE MUNICIPAL contracts for MUNICIPAL SOLID WASTE.

Such contracts must be for South Florida municipalities with populations similar to or greater than that of North Bay Village. At a minimum, Proposer must include the following information in order to comply with this section:

Name and Address of the South Florida municipalities

Contract name and title, phone number, and address of contact person for the municipalities

Number of account units serviced under the exclusive contracts

Number of years Proposer has held the contracts

#### 4) Financial Stability and Resources (30%)

Proposer must submit proof of financial stability and resources such that Proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay at the inception of the contract and throughout the entire term and subsequent potential renewal terms. **Proposer shall submit complete and fully audited financial statements for the past two Fiscal Years**, in addition to any other reports or information necessary to comply with this requirement.

#### Scope and Purpose

It is understood that the information contained in the RFP and the experience, guarantees and innovative approaches demonstrated therein shall be the general basis for selection of a respondent to provide these services to all commercial establishments, residential and multifamily dwellings located within the City on an exclusive basis. The City expects to select the highest scoring respondents based on the Proposer initially meeting minimum qualification requirements and a structured point scoring evaluation of the response to the Request for Proposals (RFP) including the Price Proposal. The qualification evaluation shall consider each respondent's ability to perform the required services, experience and technical expertise, ability to make financial and technical guarantees, corporate resources and depth, and innovative approaches. The price proposals shall be evaluated on the criteria described in the RFP documents. The City Manager shall make a recommendation to the City Commission for approval. Negotiations shall then begin with the highest scoring Proposer to obtain an executed agreement. The City may elect to terminate negotiations with the first-ranked Proposer, begin negotiations with the second-ranked Proposer, and so on, or cancel the process, in the event negotiations do not result in an executed contract.

**Acceptance or Rejection of Proposals:** The City of North Bay Village reserves the right to reject any and all proposals, to waive technical defects and to accept or reject any part of any proposal in the best interest of the City of North Bay Village.

**Assignment:** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right title or interest herein or his or its power to execute such contract to any person, company or corporation. In addition, Proposers are required at the time of proposal submission to disclose in writing whether or not the proposing entity is currently, or has been within the last 12 months, contemplating any form of sale of that entity, transfer of its assets, or any other related activity which could change control or affect continuance of the proposing entity.

**Award Protest:** All costs accruing from a protest of an award as to quality, test, etc. shall be assumed by the protester. All protests of proposals are to be in writing and filed with the City Manager within seven calendar days of the award. The City will notify the protester of the cost at a time necessary for written reply.

**Proposal Withdrawal:** No proposal can be withdrawn after it is filed unless the Proposer makes his request in writing to the City prior to the time set for opening of proposals, or unless the City fails to accept it within sixty (60) days after the fixed date for opening proposals or unless otherwise indicated on the proposal.

**Proposer Certification:** Submission of a signed proposal is Proposer's Certification that the Proposer will accept any award made to him as a result of said submission at the prices and terms contained therein.

**Proposer Responsibility:** Before submitting proposal, each Proposer shall make all investigation and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting his proposal, each Proposer shall make all investigations and examinations necessary to verify any representation made by the City that the Proposer will rely upon. No claim of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

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**Default:** Failure or refusal of a Proposer to execute a contract upon award, or withdrawal of a proposal before such award is made may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City thereby.

**Exceptions to Specifications:** Proposer taking exception to any part or section of these specifications shall indicate such exceptions on its proposal. Failure to indicate any exceptions shall be interpreted, as the Proposer's intent to fully comply with the specifications as written.

**Expenses Incurred in Preparing Proposal:** The City accepts no responsibility for any expenses incurred in the proposal, preparation and presentation of the proposal. Such expenses are to be borne exclusively by the Proposer.

**Infringement of Patents Right:** It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, consultants or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of such person or persons, association, or corporation, as a result of the use of such article the City, or any of its officers, consultants or employees, and of which articles the contractor is not the patentee, assignee, licensee or owner, or lawfully entitled to sell same.

**Late Proposal Rejection:** All Proposers are responsible for the timely delivery of their respective proposals. All proposals received by the City Clerk after the time stated in the Request for Proposal shall be returned unopened.

**Laws and Regulations:** It shall be understood and agreed that any and all services, materials and equipment shall comply with the Local, State and Federal laws and regulations.

**Liability:** Successful Proposer will not be held responsible for failure to complete the contract due to causes beyond its control, including but not limited to work stoppage, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences making performance impossible or illegal.

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**Method of Award:** The City of North Bay Village reserves the right to make the award or reject all proposals, whichever is deemed in the best interest of the City.

**No Proposal:** Removal from List: If the respondent returns the proposal form marked "No Proposal" and explains the reason. Repeat failure to quote without sufficient justification shall be cause for removal of the Proposer's name from the Mailing List to qualify as a respondent. Proposer must submit a reply no later than the stated opening date and hour.

**Performance Bond:** The security furnished by the contractor, as a guarantee that the contractor will execute the work in accordance with the terms of the Contract. The performance bond shall be in the amount of 25% of the annual estimated revenues of the proposal award, and shall be agreed upon and submitted to the City prior to initiating the work.

**Permits License, Occupational Licenses:** The Contractor shall procure all permits and licenses as required.

**Principals/Collusion:** By submission of this proposal, the undersigned as Proposer, does declare that the only person or persons interested in this proposal as principal or principals is/are, named therein and that no person other than therein mentioned has any interest in this proposal that this proposal is made without connection with any other person, company or parties making a proposal and that it is in all respects fair and in good faith, without collusion or fraud.

**Qualification of Proposer:** Each Proposer must have a current Miami-Dade County Business Tax Receipt (Occupational License), and must have been a licensed contractor for at least five (5) years. In addition, Proposer must meet all criteria as evidenced through Proposer's response to the various requirements as outlined in "proposed content".

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**Relation of City:** It is the intent of the parties hereto that the successful Proposer shall be legally considered as an independent contractor and that neither he/she nor his/her employees shall, under any circumstances, be considered agents, resulting in either bodily or personal injury or property damage to any individual firm or corporation.

**Taxes:** The City of North Bay Village is exempted from Federal Excise and State of Florida Sales Tax.

**Terms:** All terms, conditions, and provisions of the contract must be strictly observed, in addition to the general conditions herein described.

**Additional Information:** The deadline for questions and clarifications pertaining to this RFP is August 11, 2010. Questions regarding these specifications must be in writing and submitted to:

Office of the City Clerk  
City of North Bay Village  
1666 Kennedy Causeway, Suite 700,  
North Bay Village, FL 33141

Should any questions or response require revisions to the specifications as originally published, such revisions will be adopted by formal, written amendment only.

**Special Conditions:**

Any person submitting a proposal in response to this invitation must execute the enclosed form, SWORN STATEMENT ON PUBLIC ENTITY CRIMES, pursuant to Section 287.133(3) (a), Florida Statutes, including responses to all information requested, and enclose it with the proposal. Corrections to the form will not be allowed after the proposal opening date. Failure to complete this form in every detail and submit with the proposal will result in immediate disqualification of the proposal.

**ARTICLE II**

**SERVICES TO BE PERFORMED BY CONTRACTOR: SOLID WASTE PROGRAM**

**Description of Work:**

**Geographic Service Area and Billing Method:** The Contractor shall be granted an exclusive contract to provide solid waste collection and disposal services within the City limits of the City of North Bay Village, Florida. The City will be responsible for the billing and collection of solid waste fees from its commercial, residential and multifamily customers. The City will remit payments directly to the Contract for all services rendered on a monthly basis within 30 days of receipt of Contractor's invoice. Solid waste collection shall be conducted with a frequency of up to six (6) days per week, depending on waste generation of the various accounts, on a schedule, as agreed upon by City and Contractor.

**Contractor Responsibilities:** The Contractor shall provide, at its own expense, all labor, supervision, machinery and equipment, plant, building truck and any other tools, equipment, accessories necessary to maintain the standard of collections and disposal set forth herein. The Contractor has option of assuming ownership of all existing city-owned containers (excluding customer-owned, compaction, or other special purpose type containers) at the commencement of service. Thereafter, the Contractor shall be responsible for repair, maintenance, and replacement of those containers acquired from the City on an "as-needed" basis. Should the Contractor not wish to utilize existing City-owned containers, the Contractor will provide and maintain its own containers.

**Protection of Adjacent Property and Utilities:** The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation.

**Spillage:** The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-ways wherein the collection shall occur. The Contractor may refuse to collect any solid waste that has not been placed in a receptacle, as provided herein. During hauling, all solid waste shall be contained and tied. The Contractor shall promptly clean up all spillage caused by his employees.

**Compliance with City Ordinances:** Notwithstanding any provision contained herein, Contractor shall fully comply with all of the requirements and provisions of the ordinances of the City of City of North Bay Village, and the Rules and Regulations of the City applicable to the collection of waste and other applicable laws.

**Licenses, Inspection and Enforcement:**

**License to Operate:** Upon award of the Contract, the City will issue a license to the Contractor to engage in all waste collection from residential units within the City and to service same in collecting garbage, waste and trash service in accordance with the provisions of the Ordinance of the City of North Bay Village, the Contract and the rules and regulations of the City applicable to the collection of waste.

**Contractor Failure:** If the City determines that the Contractor has failed to comply with any of the provisions of this paragraph, it shall notify the Contractor, in writing, by certified mail, and demand that the Contractor cause the violation to be remedied within the prescribed time. The City Manager shall proceed to revoke the license of the Contractor in accordance with the City Ordinances.

**Storm and Force Majeure:**

**Storm:** In case of a storm, the City Manager or his/her designee may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the City to acquire additional equipment and to hire extra crews to clean the City of debris and refuse resulting from the storm, the Contractor shall be required to work with the City in all possible ways for the efficient and rapid clean up of the City. The Contractor shall receive extra compensation above the Contract Agreement for additional men, overtime and cost of rental equipment, provided it has first secured prior written authorization from the City

Manager or his designee. The total cost for such services shall be based on rates jointly agreed by the City Manager or his designee and the Contractor, and will require a separate written contract.

**Force Majeure:** The performance of any Act by the City or Contractor may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party; provided, however, that if the condition of force majeure exceeds a period of thirty (30) days, the City may at its option and discretion, cancel or renegotiate this contract.

**Contractor's Personnel**

**Quality of Work:** In accordance with City Ordinances, the Contractor shall be the sole entity permitted to collect waste from multifamily residential establishments within the City. All work relative to the collections contemplated in the RFP shall be performed as scheduled in a workman-like manner. Upon completing each collection permitted hereunder, Contractor shall properly replace all dumpsters and containers and leave the premises so serviced in a litter-free and sanitary condition.

**Contractor's Officer(s):** The Contractor shall assign qualified person or persons to be in charge of the operations within the service area. The Contractor shall give the names of these persons to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the City Manager/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisors shall operate a vehicle which is radio-equipped.

**Conduct of Employees:** The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow regular walk area for pedestrians while on private property. No trespassing by employees or crossing property of neighboring premises will be permitted, unless owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, shrubs, flowers and other

2A(48)

plants.

**Employees' Uniform Regulations:** The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, with numbers and letters at least (1/2) inch high, uniform in type. Employees shall be required to wear such badge when on duty. Lettering stitched on identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees with names and numbers assigned.

**Compliance with State, Federal and Municipal Laws:** The Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

**Fair Labor Standards Act:** The Contractor is required and hereby agrees by execution of this contract, to pay all employees not less than the Federal minimum wage and to a proposal by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

**License Requirement:** Each vehicle operator shall, at all times, carry a valid Driver's License for the type of vehicle that is being driven.

**Safety Training:** The Contractor shall provide operating and safety training for all personnel.

**Equal Employment:** The Contractor for reasons of race, sex, national origin, creed, age, physical handicap, religion or sexual preference shall deny no person employment.

### ARTICLE III

#### **QUALITY OF SERVICE**

##### **Contractor's Personnel and Customer Service:**

**Local Office:** The Contractor shall provide, at his expense, a suitable office with local telephone service available to North Bay Village where complaints shall be received, recorded and handled during normal working hours of each week, and shall provide for the prompt handling of emergency complaints and all other calls.

**Customer Complaints:** In the event, the City receives any customer complaints relating to services rendered by the Contractor, said complaints shall be forwarded to Contractor who shall then have ten (10) days from receipt thereof to resolve the matter with the customer. If the matter is not resolved, Contractor shall within five (5) days thereafter, deliver to the

City Manager, a report of the status of the complaint, its efforts made to resolve the complaint and why it was not resolved.

#### ARTICLE IV

#### CHARGES, RATES AND LEVEL OF SERVICE

**Rates and Charges:** Contractor shall submit proposed prices to be charged on "Exhibit A".

**Unusual Costs:** The parties recognize and understand that there may be a need to adjust the rates for service charges during the term of the contract for unusual change in costs. It is therefore agreed that Contractor may petition the City Commission for a change in the scheduled rate.

**Tipping Fee Adjustment:** The City shall permit an adjustment to rates in the form of a pass-through of any increase or decreases in "tipping fees" charged by disposal facility for disposal of the waste collected in the City, in relation to the amount that a change in the "tipping fees" affects the total rate structure of monthly service charges. Contractor shall include in said notice sufficient documentation, accounting and calculations necessary for the City to determine the amount of the adjusted increase or decrease in rates billed to the City. The City shall provide approval within forty-five (45) days of the City's receipt of notice from Contractor. The City Commission's approval shall be retroactive to the date that

Contractor must pay the increase "tipping fees".

**CPI Adjustment:** The fee schedule on Exhibit A shall be adjusted each year on October 1 through the calculation of current rate multiplied by the percentage change in the Customer Price Index (CPI) for South Urban Consumers of the United States for All Items, as published in the United States Department of Labor Statistics, for the immediately preceding 12-month period of July to July.

**Subcontractors:** Subcontractors will not be permitted under the terms of the contract unless approved by the City.

**Bonds and Sureties:**

**Proposal Security:** Each proposal must be accompanied by a cashier's check, certified check or proposal bond, payable to the City of North Bay Village, in the amount of \$10,000. Proposal security will be forfeited if the successful Proposer fails to execute a contract with the City within fifteen (15) business days after notification of award of the Contract.

**ARTICLE V**

**MISCELLANEOUS**

The City shall within ten (10) days after the opening of the proposals, return the proposal securities of all the unsuccessful Proposers' except those posted by the two highest ranked Proposers', whose proposal securities will be returned upon the final award and execution of the contract between the successful Proposer and the City, and after proof of insurance and/or a Performance Bond as specified herein has been received by the City.

**Performance Bond:** The Contractor shall furnish a Performance Bond in the form attached to this specification as security for performance of this contract with the City of North Bay Village. Said performance bond will be twenty-five percent (25%) of the anticipated annual revenues as calculated at award and adjusted yearly on the anniversary date of this contract, to remain in force for the duration of this contract. The Contractor shall pay premium for the bond described above. This bond shall be written by a surety company licensed to do business in the State of Florida, and shall be

submitted to the City prior to initiating the work.

**Requirements as to Surety:** The Surety or Sureties shall be a company or companies satisfactory to the City. Any surety shall be duly licensed to conduct business in the State of Florida.

**Insurance Required:** Contractor shall obtain through self-insurance or through a carrier the following types of insurance in the amount as hereinafter set forth and shall furnish copies of the original insurance policies to the City with a certificate of insurance for all policies written in the Contractor's name. The certificates of insurance shall be furnished within thirty (30) days, written notice by registered mail prior to cancellation or material change in any policy. Termination of insurance coverage shall automatically terminate the right of Contractor to operate within the City. The insurance required to be maintained by Contractor is as follows:

**Worker's Compensation:** Contractor shall carry, with a company authorized under the laws of the State of Florida, a policy to protect against liability under the Workman's Compensation and Occupational Diseases of the State of Florida.

**Automobile Liability Insurance:** Contractor shall carry, in its own name, a comprehensive policy to insure the entire automobile liability of its operations with limits not less than One Hundred Thousand Dollars (\$100,000) each person and Three Hundred Thousand Dollars (\$300,000) each accident for property damage liability per vehicle. In addition to the above insurance, there must be excess coverage of at least One Million Dollars (\$1,000,000).

**General Liability:** Contractor shall carry, in its own name, a comprehensive liability policy for its operations other than automobile with limits of at least One Hundred Thousand (\$100,000) for each accident bodily injury liability and Fifty thousand Dollars (\$50,000) each accident for property damage liability.

**Liability of the City:** The above insurance requirements shall not be construed as imposing upon the City, or any official or employee, any liability or property damage by Contractor and Contractor shall indemnify and hold the City harmless from and against any liability, cost, suit, money, damages and attorney's fees relating thereto.

**Proposal Evaluation and Award Criteria Weighting**

Past experience servicing solid waste for South Florida municipalities with exclusive franchises.....	30%
Customer Service and Operations Plans.....	20%
Financial Stability and Resources.....	30%
Price.....	20%

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**Exhibit A  
Price Proposal Form**

**COMMERCIAL MONTHLY REGULAR CONTAINER  
SERVICE RATES:**

	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1 Yard						
2 Yard						
4 Yard						
6 Yard						
8 Yard						

(Proposed rates above will be multiplied by three for all compaction containers. Above rates include collection and disposal).

**MULTI-FAMILY REGULAR SERVICE RATES:**

Residential unit fee for waste collection and disposal services the sum of \$23.39 per month for each dwelling unit in the residential unit.

(See attached spreadsheet showing by address the number of pickups done weekly and current container sizes. Above rates include collection and disposal.)

**SINGLE FAMILY SERVICE RATE:**

Single-Family dwelling shall pay for waste collection and disposal services \$36.17 per month for each dwelling.

(Twice weekly pickup. If proposed fee is for curbside pickup, proposer shall supply appropriate containers identified with the city's name on them. Above rates include collection and disposal.)

**2A (54)**

**CITY OF NORTH BAY VILLAGE  
REQUEST FOR PROPOSALS**

**COMMERCIAL, SINGLE-FAMILY AND MULTI-FAMILY SOLID  
WASTE COLLECTION AND  
DISPOSAL SERVICES FOR  
CITY OF NORTH BAY VILLAGE**

**RFP #2010-02**

**ADDENDUM I**

**ISSUED JULY 16, 2010**

Addendum I is being provided via email to those who inquired about the proposal, via [www.DemandStar.com](http://www.DemandStar.com), and via [nbvillage.com](http://nbvillage.com).

Addendum I includes clarifications in response to questions received to date.

1. Is the city a signor of the Miami-Dade County Interlocal Agreement requiring disposal at Miami-Dade County facilities?

**Yes, the City is currently under contract with Miami-Dade County for the disposal of solid waste. A copy of the agreement is attached.**

2. Does the scope of work include single-family homes? If so, how many homes are in the city? Where is the point of collection for regular garbage (backdoor/side-door OR curbside)?

**The scope of work includes service to single-family homes. There are 410 single-family homes. The point of collection is side yard.**

**2A (55)**

3. Is bulk collection to be included for single-family residences? What are residents' setout requirements relative to number and size of items, piles, bundling, bagging, yard trash, furniture, appliances, construction debris, etc. and also amounts that are permitted for setouts? If bulky collection is included, what is the collection frequency, and where is it placed (curbside OR backdoor/side-door)?

**The City will continue its bulk pickup service.**

4. Same questions as #3 above for multifamily and commercial establishments.

**The City will continue its bulk pickup service.**

5. Are there any restrictions on hours of collection?

**Collection is not to commence prior to 8:00 a.m. on weekdays and 9:00 a.m. on weekends.**

6. Who owns and maintains containers now? Will contractor have the option of using the existing containers? Who would maintain them in that case? Does contractor have the option of replacing them if desired?

**The City owns and maintains the containers. The cost of maintenance is charged to the multi-family and commercial properties. Ownership of the containers will be transferred to the contractor awarded the RFP.**

7. Please list any compactors (whether dumpsters or roll off) in city. Do the customers maintain their own compaction machines?

**The City does not have any compaction machines. The customers maintain their own compactors.**

8. Page 21, Exhibit A, "Price Proposal Form" lists \$23.39 for multi-family and \$36.17 for single family ---are these the current rates? Where should proposers enter their proposed rates for these services?

**Please see Exhibit A attached to RFP package.**

9. Page 21 references twice weekly pickup. Is this the current service level? Is this limited to waste in containers OR are residents allowed to also set out bulk waste?

**Waste is picked up twice weekly from single-family homes, and on an as needed basis from multi-family and commercial properties.**

10. Please define "appropriate containers" as used on page 21.

**Should the contractor propose curbside pickup for single-family homes, then the contractor will supply appropriate containers to ensure that the needs of the residents are met.**

11. Will contractor be paid based on the number of dwelling units for both multifamily and single family properties? Do the commercial rates proposed in the matrix at the top of page 21 then only apply to non-residential properties?

**Yes, the contractor will be paid based on the number of dwelling units for both multifamily and single-family properties. Yes, they apply to commercial only.**

12. Are there any in-kind service obligations for city-owned facilities under this contract? If so, please define specific service levels.

**There is one roll off container located at the City's Public Works yard. Pick up and disposal will be on an as needed basis.**

13. Are there any obligations pertaining to city's current solid waste vehicles or other related assets for the contractor that wins the contract? Please specify if so and describe in detail.

**The contractor awarded the RFP will purchase 1993 and 2003 garbage Mack trucks.**

14. Are there any franchise fees on any portion of the scope of work (commercial, single family, multi-family)?

There will be no franchise fees.

15. Are roll off compactors included in the contract? C&D open-top roll offs?

No.

16. What are the current commercial rates in the city? Single family? Multi-family?

Sanitation Fees (Commercial)

**#Weekly Pickups**

	<b>1CY</b>	<b>2CY</b>	<b>4CY</b>
<b>1</b>	<b>114.71</b>	<b>177.62</b>	<b>275.66</b>
<b>2</b>	<b>183.16</b>	<b>286.76</b>	<b>423.67</b>
<b>3</b>	<b>231.25</b>	<b>358.92</b>	<b>560.57</b>
<b>4</b>	<b>292.31</b>	<b>445.87</b>	<b>682.68</b>
<b>5</b>	<b>342.27</b>	<b>531.01</b>	<b>828.83</b>
<b>6</b>	<b>390.36</b>	<b>634.58</b>	<b>989.79</b>
<b>7.</b>	<b>571.68</b>	<b>950.94</b>	<b>1,385.71</b>

17. Given the fact that there are numerous clarifications needed and there is only one week between the July 9 pre-proposal conference and the July 16 opening date, **will the city respectfully consider extending the opening date for at least 2-3 weeks** in order to ensure that all proposers fully understand the requirements and expectations, and also have ample time in which to put together proposal responses that are as advantageous as possible to the city in this important offering?

The dates have been extended.

**2A(58)**

**CITY OF NORTH BAY VILLAGE  
REQUEST FOR PROPOSALS**

**COMMERCIAL, SINGLE-FAMILY AND MULTI-FAMILY SOLID  
WASTE COLLECTION AND  
DISPOSAL SERVICES FOR  
CITY OF NORTH BAY VILLAGE**

**RFP #2010-02**

**ADDENDUM 2**

**ISSUED JULY 16, 2010**

Addendum 2 is being provided via email to those who inquired about the proposal, via [www.DemandStar.com](http://www.DemandStar.com), and via [nbvillage.com](http://nbvillage.com).

Addendum 2 includes clarifications in response to questions received to date.

1. On Exhibit A page 21 RE: MULTI-FAMILY REGULAR SERVICE RATES- Residential unit fee for waste collection and disposal services the sum of \$23.39 per month for each dwelling unit in the residential unit.

Question: Does this mean the Bidder can only charge \$23.39 for each dwelling unit or is the RFP asking for the Bidder to change the \$23.39 to their bid price?

**The bidder is not limited to these charges.**

2. On Exhibit A page 21 RE: SINGLE FAMILY SERVICE RATES- Single-Family dwelling shall pay for waste collection and disposal services \$.00 per month for each dwelling.

Question: Does this mean the Bidder needs to fill in the own rate for the \$.00 for each dwelling unit?

**The rate is \$36.17.**

**2A(59)**

1. How many single family homes are in the City of North Bay Village?

There are 410 single-family homes in the City.



**City of North Bay Village**

Administrative Offices

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190

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

**REQUEST FOR PROPOSALS  
FOR  
COMMERCIAL, SINGLE-FAMILY AND MULTI-FAMILY SOLID WASTE  
COLLECTION AND  
DISPOSAL SERVICES FOR  
CITY OF NORTH BAY VILLAGE  
RFP 2010-02**

PRE-PROSAL CONFERENCE/AUGUST 9, 2010

SIGN-IN SHEET

1. Name of Company: Choice Midland Stone  
 Address: 2560 SR 84 Ft Lauderdale FL suit 103 33712  
 Telephone No. 954-709-5450 954-797-7974  
 Email Address: Mike@nasa-waste.com (954-797-7974)
2. Name of Company: Choice CARLO PIZZONARA  
 Address: 13300 NW 35th Ave Lake FL 33014  
 Telephone No. 305-637-0177 CARLOP@CHOICEWASTE.COM  
 Email Address: 305-637-2035 - Carlo
3. Name of Company: Waste Pro (Tim Bowers)  
 Address: 17302 Pines Blvd Pembroke Pines FL 33009  
 Telephone No. 305-970-1016  
 Email Address: tbowers@wasteprausa.com (954-241-4489)
4. Name of Company: Southern Waste Systems (John Ginelli)  
 Address: 790 Hill BAY DR. CANANDA FL 33462  
 Telephone No. 954 342 2506  
 Email Address: jginelli@susel.com 305-477-4258
5. Name of Company: WASTE MANAGEMENT INC. of FLORIDA  
 Address: 2125 NW 10 COURT, MIAMI, FL 33127  
 Telephone No. 305-547-6024  
 Email Address: JNEAL@WM.COM FAX: (305) 305-471-4444 545-4848

**2A(61)**

Mayor  
Oscar Alfonso

Vice Mayor  
Reinaldo Trujillo

Commissioner  
George A. Kane

Commissioner  
Frank Rodriguez

Commissioner  
Dr. Paul Vogel

6. Name of Company: WASTE SERVICES INC (WSI)  
Address: 3840 NW 37 COURT, MIAMI FL 33142  
Telephone No. 305-638-8800 cell 305-323-6359  
Email Address: JACEVEDO@WSI.US  
305-633-6038
7. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
8. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
9. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
10. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
11. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
12. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
13. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_
14. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

2A(62)

	CHOICE	SOUTHERN WASTE	WASTE PRO	WASTE MGT	WSI
	8.49	9.10	11.87	8.40	8.77
MULTI-FAMILY	30,564.00	32,760.00	42,732.00	30,240.00	31,572.00
	366,768.00	393,120.00	512,784.00	362,880.00	378,864.00
SINGLE-FAMILY	13.99	23.46	15.87	15.00	13.56
	5,735.90	9,618.60	6,506.70	6,150.00	5,559.60
	68,830.80	115,423.20	78,080.40	73,800.00	66,715.20
COMMERCIAL	12,328.16	9,214.96	12,448.25	8,021.00	8,535.17
	147,937.92	110,579.52	149,379.00	96,252.00	102,422.00
TOTAL PRICE	583,536.72	619,122.72	740,243.40	532,932.00	548,001.20

2A(63)

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--CHOICE**

<b>1 CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1 * 1	F	43.26
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M	43.26
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W	43.26
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M	43.26
<b>1CY- 3(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F	129.77
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F	129.77
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F	129.77
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F	129.77
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M T H SA	129.77
<b>1CY- 6(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS	259.54
<b>2CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M	86.51
KABOBI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W	86.51
<b>2CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA	173.03
GOL TV	1580 79 ST CSWY	1 * 2	MF	173.03
<b>2CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F	259.54
OGGI	1666 KENNEDY CAUSEWAY	1 * 2	3 DAYS	259.54
<b>2CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA	346.05
<b>2CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS	519.08
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS	519.08
<b>4CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T T H	346.05

**2A(64)**

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	519.08
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	519.08
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	519.08
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	519.08
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	519.08
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	692.11
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	1038.16
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	1038.16
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	1038.16
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	1038.16
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	1038.16
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>12,328.16</b>

2A(65)

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--SOUTHERN WASTE SYSTEMS**

<b>1 CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1*1	F	97.13
MARIO THE BAKER	1700 79 ST CSWY	1*1	M	97.13
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1*1	W	97.13
TEMPLE BETH EL	7800 HISPANOLA	1*1	M	97.13

<b>1CY- 3(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1*1	M W F	178.51
BOCADOS RICOS	1881 79 ST CSWY	1*1	M W F	178.51
PIZZA D-LIGHT	1886 79 ST CSWY	1*1	M W F	178.51
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1*1	M W F	178.51
ATLANTIC BROADBAND	1681 79 ST CSWY	1*1	M TH SA	178.51

<b>1CY- 6(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1*1	6 DAYS	284.91

<b>2CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1*2	M	142.46
KABOBI RESTAURANT	1630 KENNEDY CSWY	1*2	W	142.46

<b>2CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1*2	W SA	216.44
GOL TV	1580 79 ST CSWY	1*2	M F	216.44

<b>2CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1*2	M W F	253.44
OGGI	1666 KENNEDY CAUSEW.	1*2	3 DAYS	253.44

<b>2CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2*2	M W F SA	305.23

<b>2CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3*2	6 DAYS	423.62
BEST WESTERN	1819 79 ST CSWY	1*2	6 DAYS	423.62

<b>4CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1*4	T TH	283.03

**2A(66)**

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--WASTE MANAGEMENT**

<b>1 CY- 1(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1*1	F		28.15
MARIO THE BAKER	1700 79 ST CSWY	1*1	M		28.15
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1*1	W		28.15
TEMPLE BETH EL	7800 HISPANOLA	1*1	M		28.15
<b>1CY- 3(WEEKLY) PICK UP's</b>					<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1*1	MWF		84.44
BOCADOS RICOS	1881 79 ST CSWY	1*1	MWF		84.44
PIZZA D-LIGHT	1886 79 ST CSWY	1*1	MWF		84.44
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1*1	MWF		84.44
ATLANTIC BROADBAND	1681 79 ST CSWY	1*1	M TH SA		84.44
<b>1CY- 6(WEEKLY) PICK UP's</b>					<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1*1	6 DAYS		168.87
<b>2CY- 1(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1*2	M		56.29
KABOBI RESTAURANT	1630 KENNEDY CSWY	1*2	W		56.29
<b>2CY- 2(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1*2	W SA		112.58
GOL TV	1580 79 ST CSWY	1*2	MF		112.58
<b>2CY- 3(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1*2	MWF		168.87
OGGI	1666 KENNEDY CAUSEWAY	1*2	3 DAYS		168.87
<b>2CY- 4(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2*2	MWF SA		225.16
<b>2CY- 6(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3*2	6 DAYS		337.74
BEST WESTERN	1819 79 ST CSWY	1*2	6 DAYS		337.74
<b>4CY- 2(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1*4	T TH		225.16

**2A(68)**

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	337.74
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	337.74
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	337.74
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	337.74
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	337.74
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	450.32
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	675.48
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	675.48
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	675.48
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	675.48
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	675.48
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>8,021.37</b>

2A(69)

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--WASTE PRO**

					OUTSOURCE RATE
<b>1 CY- 1(WEEKLY) PICK UP</b>					
PHONES & MORE	1876 79 ST CSWY	1*1	F		52.00
MARIO THE BAKER	1700 79 ST CSWY	1*1	M		52.00
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1*1	W		52.00
TEMPLE BETH EL	7800 HISPANOLA	1*1	M		52.00
<b>1CY- 3(WEEKLY) PICK UP's</b>					<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1*1	M W F		149.00
BOCADOS RICOS	1881 79 ST CSWY	1*1	M W F		149.00
PIZZA D-LIGHT	1886 79 ST CSWY	1*1	M W F		149.00
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1*1	M W F		149.00
ATLANTIC BROADBAND	1681 79 ST CSWY	1*1	M T H SA		149.00
<b>1CY- 6(WEEKLY) PICK UP's</b>					<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1*1	6 DAYS		299.00
<b>2CY- 1(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1*2	M		86.00
KABOBI RESTAURANT	1630 KENNEDY CSWY	1*2	W		86.00
<b>2CY- 2(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1*2	W SA		192.00
GOL TV	1580 79 ST CSWY	1*2	M F		192.00
<b>2CY- 3(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1*2	M W F		275.00
OGGI	1666 KENNEDY CAUSEWAY	1*2	3 DAYS		275.00
<b>2CY- 4(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2*2	M W F SA		360.00
<b>2CY- 6(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3*2	6 DAYS		530.00
BEST WESTERN	1819 79 ST CSWY	1*2	6 DAYS		530.00
<b>4CY- 2(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1*4	T H		340.00

*2A(70)*

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	510.00
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	510.00
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	510.00
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	510.00
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	510.00
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	680.00
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	1,020.00
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	1,020.00
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	1,020.00
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	1,020.00
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	1,020.00
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>12,448.00</b>

2A(71)

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--WSI**

				<b>OUTSOURCE RATE</b>
<b>1 CY- 1(WEEKLY) PICK UP</b>				
PHONES & MORE	1876 79 ST CSWY	1 * 1	F	68.83
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M	68.83
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W	68.83
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M	68.83
<b>OUTSOURCE RATE</b>				
<b>1CY- 3(WEEKLY) PICK UP's</b>				
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F	138.75
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F	138.75
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F	138.75
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F	138.75
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M T H SA	138.75
<b>OUTSOURCE RATE</b>				
<b>1CY- 6(WEEKLY) PICK UP's</b>				
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS	234.22
<b>OUTSOURCE RATE</b>				
<b>2CY- 1(WEEKLY) PICK UP</b>				
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M	106.57
KABOBI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W	106.57
<b>OUTSOURCE RATE</b>				
<b>2CY- 2(WEEKLY) PICK UP</b>				
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA	172.06
GOL TV	1580 79 ST CSWY	1 * 2	M F	172.06
<b>OUTSOURCE RATE</b>				
<b>2CY- 3(WEEKLY) PICK UP</b>				
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F	215.35
OGGI	1666 KENNEDY CAUSEWA'	1 * 2	3 DAYS	215.35
<b>OUTSOURCE RATE</b>				
<b>2CY- 4(WEEKLY) PICK UP</b>				
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA	267.52
<b>OUTSOURCE RATE</b>				
<b>2CY- 6(WEEKLY) PICK UP</b>				
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS	380.75
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS	380.75
<b>OUTSOURCE RATE</b>				
<b>4CY- 2(WEEKLY) PICK UP</b>				
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T H	254.2

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				OUTSOURCE RATE
<b>4CY- 3(WEEKLY) PICK UP</b>				
HESS	1508 79 ST CSWY	1 * 4	M W F	336.34
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	336.34
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	336.34
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	336.34
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	336.34
<b>OUTSOURCE RATE</b>				
<b>4CY- 4(WEEKLY) PICK UP</b>				
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	409.61
<b>OUTSOURCE RATE</b>				
<b>4CY- 6(WEEKLY) PICK UP</b>				
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	593.87
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	593.87
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	593.87
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	593.87
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	593.87
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>8,535.13</b>

2A(73)

Yoss LLP

A LIMITED LIABILITY PARTNERSHIP  
2525 PONCE DE LEON BOULEVARD, SUITE 400  
MIAMI, FLORIDA 33134-6012  
PHONE: (305) 460-1000, FAX: (305) 460-1422  
WWW.YOSS.COM

FEB 15 4 01 14 PM '11

ALFREDO L. GONZALEZ

DIRECT LINE: (305) 460-1069  
EMAIL: ALG@YOSS.COM

February 15, 2011

**Via U.S. Mail and  
Hand-Delivery**

Mr. Robert Pushkin  
City Manager  
City of North Bay Village  
1666 Kennedy Causeway, Suite 700  
North Bay Village, Florida 33141

**Re: Waste Management of Florida**

Dear Mr. Pushkin:

The undersigned represents Waste Management of Florida ("Client" and/or "Waste Management") in regards to RFP number 2010-02 ("RFP").

**Background**

Our client was recommended by the City ("City") of North Bay Village for award of a contract to provide the City with solid waste collection and disposal services. This contract was publicly bid under terms and conditions of the RFP. Choice Environmental Services, Inc. ("Choice Environmental") finished second in the competition behind our client and filed a bid protest ("Protest") on 10/04/2010. This letter will serve as our client's response to the filed Protest, which we understand will be heard at a public hearing by the City on 02/22/2011.

Based on the law and facts of this case, Choice Environmental's protest has no validity and poses no legal risk to the City. Choice Environmental raises the following issues in support of its position that the award to Waste Management should be set aside:

- (1) The City Commission acted on improper advice from the City Attorney by acting under the false impression that they had no discretion to do anything other than award the contract to Waste Management;
- (2) The City Commission was forced by staff to award to Waste Management after being informed that any use of discretion would have impacted their ability to pass the budget;

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- (3) The City violated the Florida Sunshine law by refusing to allow the parties to review this application packets of all parties until after the Manager made his recommendation;
- (4) The City violated the Florida Sunshine law never providing undersigned counsel with each parties (sic) entire application packet, despite being requested to do so;
- (5) The scoring by the three member committee demonstrates on its face a lack of understanding of the process and/or a completely arbitrary scoring without regard to any clearly established guidelines;
- (6) The City Attorney had a conflict of interest which renders the entire bid invalid.

#### ANALYSIS

**A. Standard of Review / Scoring: Courts are extremely deferential to State agency and municipal decisions regarding RFPs and bids. The City's actions in awarding the contract and the procedures for scoring the proposals would have to be deemed arbitrary and capricious essentially to the point of fraud in order for a Court to disturb the decision. The Protest does not present any evidence of arbitrary action amounting to fraud and so this basis for the Protest is without merit.**

In Florida, agency decisions are accorded a "strong judicial deference." *Department of Transportation v. Groves-Watkins Constructors*, 530 So. 2d 912, 913 (Fla. 1988). A public agency's "decision based upon an honest exercise of this discretion cannot be overturned absent a finding of 'illegality, fraud, oppression or misconduct.'" *Id.*, citing *Liberty County v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982); see *Emerald Correctional Management v. Bay County Board of County Commissioners*, 955 So. 2d 647, 651 (Fla. 1st DCA 2007) (recognizing "the wider discretion afforded counties and cities in exercising discretion in accepting or rejecting responses to RFPs"). However, a "public authority may not arbitrarily or capriciously discriminate between bidders." *Emerald Correctional*, 955 So. 2d at 652. Whether the public authority acted arbitrarily is "generally controlled by a determination of whether the [public authority] complied with its own proposal criteria as outlined in the RFP." *Id.* At 653.

Here, although Choice Environmental claims that the scoring was somehow arbitrary, there is no allegation (and there is absolutely no evidence) to indicate that the City failed to comply with the material provisions of the RFP in scoring the applicants or reaching its decisions. Given the deference accorded by courts to municipalities in awarding contracts and the lack of evidence

showing that any “illegality, fraud, oppression or misconduct” has occurred there is no question but that a court would uphold a decision by the City to award the contract under the RFP to Waste Management and dismiss the Protest.

**B. Waiver of Bond Requirement / Knowledge of the Law: In order to pursue its Protest, Choice Environmental must comply with the protest bond requirement in the City’s Code of Ordinances. There has been no waiver of the requirement and Choice Environmental is charged with knowledge of the law.**

Section 36.25 of the City’s Code of Ordinances states that a “protester *shall* file a protest bond, equal to 15 percent of the bid amount, payable to the city in the event the protest is denied.” Even though the RFP does not specifically cite to Section 36.25, it does clearly state that a Protestor assumes all cost of the Protest, (see PP9 of 21 of RFP). Further the Code’s mandatory language could not be waived by the City even if they wanted to without amending the Code. See *Palm Harbor Special Fire Control District v. Kelly*, 516 So. 2d 249 (Fla. 1987) (“[i]t is axiomatic that an administrative agency has no power to declare a statute void or otherwise unenforceable”); *Divosta and Co., Inc. v. Department of Transportation*, Florida Division of Administrative Hearings, Case No. 98-5401 at 14-15 (DOAH 1999) (“An agency is not obligated to overlook the requirements of a statute it is charged with administering simply because it has erroneously ... failed to enforce these requirements in the past”) (*citing cases*); *Department of Transportation v. Lamar Advertising Co.*, Florida Division of Administrative Hearings, Case No. 88-4047T at ¶ 14 (DOAH 1989) (“Whether through ignorance of its personnel or otherwise, however, an agency is powerless to alter the clear provisions of statutes it administers”) (*citing cases*).

The matter of *RHC and Associates, Inc. v. Hillsborough County School Board*, Division of Administrative Hearings, Case No. 09-6060BID (DOAH 2010) is nearly on point with the instant case. *RHC* involved a request for proposal to provide HVAC systems to the Hillsborough County School Board (“County”) and came before the administrative court on the County’s motion to dismiss partly based on *RHC and Associates, Inc.*’s (“*RHC*”) failure to post a protest bond required by statute. The County’s notice of its intended decision did not include the statutory provision with respect to the mandatory protest bond. *Id.* At ¶ 12. *RHC* filed its protest without the bond. A week later, the County cured its omission of the language regarding the bond requirement and notified *RHC* that a bond was required. *RHC* then, after some dispute, tendered an amount it claimed was sufficient based on statutes not applicable here. The court eventually determined that the amount tendered was not sufficient. Of interest here, however, is the following conclusion by the court: “Respondent’s omission of the bond requirement language in Subsection 120.57(3), Florida Statutes, was cured by the notice that it provided. The notice gave Petitioner ten days from the date of that notice to post the bond.” *Id.* At ¶21.

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Similarly here, although the RFP arguably was not clear on the notice of the protest bond requirement, Choice Environmental has since been given notice of the bond requirement and has been given ample time to comply. There is no legal basis for Choice Environmental's refusal to provide the bond. Since they have refused to provide the bond, the City is justified in rejecting the Protest on that basis alone.

In further support of this position, Section 36.25 does not specifically require that notice be provided and the City has no independent duty to inform any applicants of the requirements of the law. No less than the City, Choice Environmental is "charged with knowledge of the law." *Lamar Advertising Co.* at ¶ 15; see *Mike Tamburro v. Department of Management Services, Division of Retirement*, Florida Division of Administrative Hearings, Case No. 03-1347 (DOAH 2003) (State retiree could not blame government for his ignorance of ability to apply for early retirement) (*citing cases*); see also, *State v. Beasley*, 580 So. 2d 139, 142 (Fla. 1991) ("publication in the Laws of Florida or the Florida Statutes gives all citizens constructive notice of the consequences of their actions"); *Buscher v. Mangan*, 59 So. 2d 745, 748 (Fla. 1952) ("everyone is charged with knowledge of the law"); *Reason v. Motorola, Inc.*, 432 So. 2d 644, 644-45 (Fla. 1st DCA 1983) ("Ignorance of the law is not an excuse and does not constitute good cause for failure to comply with the law").

Choice Environmental seems to imply an equitable estoppel argument although it is not explicitly stated in their Protest letter. Equitable estoppel does not apply here. Although equitable estoppel can be applied against the State, "such claims can be pursued only in rare instances where there are exceptional circumstances." *MacNamara v. Kissimmee River Valley Sportsmans' Association*, 648 So. 2d 155, 163 (Fla. 2d DCA 1994). Choice Environmental cannot establish the elements of estoppel: "1) a representation as to a material fact that is contrary to a later asserted position; 2) reliance on that representation; and 3) a change in position detrimental to the party claiming estoppel, caused by the representation and reliance thereon." *Anderson*, 403 So. 2d at 400. There can be no detrimental reliance because any arguable misrepresentation was cured by notice to Choice Environmental that they need to comply with Section 36.25 and pay the protest bond. Choice Environmental has had ample opportunity to comply with the protest bond requirement and cannot legitimately claim they are prejudiced by any detrimental reliance. Further, "the state cannot be estopped through mistaken statements of the law." *State Department of Revenue v. Anderson*, 403 So. 2d 397, 400 (Fla. 1981). See *Morgan Company, Inc. v. Orange County*, 818 So. 2d 640, 644 (Fla. 5th DCA 2002) ("estoppel cannot be applied against a governmental entity to accomplish an illegal result"); *Tamburro*, Case No. 03-1347 (noting that Division of Retirement would not be estopped even if they had misinformed petitioner as to when he could apply for early retirement because the state cannot be estopped through mistaken statement of law). Here, even if the RPF somehow were construed as a misstatement of the law, the City could not be estopped on that basis.

The City here had no independent duty to inform Choice Environmental of the protest bond requirement and there was no waiver. While some complications may have arisen had the City

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attempted to deny the protest outright for failure to post the bond immediately, *see ABI Walton Ins. Co. v. Department of Management Services*, 641 So. 2d 967 (Fla. 1st DCA 1994) (protest bond not jurisdictional and requiring notice and reasonable opportunity to comply), the City has given Choice Environmental ample time and opportunity to comply. Since Choice Environmental has refused to pay the bond, the City should deny the protest on the basis of failure to pay the protest bond required in City Code Section 36.25.

**C. Conflict of Interest: Even if there were arguably a conflict of interest by the City Attorney, any such conflict is harmless as it had no effect upon the proceedings, the City Attorney did not know at the time that his firm had previously represented one of the bidders and, even if he had, the conflict was with a lower ranking bidder than Waste Management. Further the City has provided new legal Counsel to act as the City Attorney on this Protest which cures any possible objections.**

Choice Environmental claims that the RFP process was tainted because the City Attorney had a conflict of interest. It appears that the City Attorney's firm at one point represented one of the applicants (not Waste Management) in an unrelated matter. However, the City Attorney was unaware of this at all times relevant hereto. Any apparent conflict here is irrelevant to Choice Environmental and was also harmless. The case of *Non-Secure Detention Home, Inc. v. Department of Juvenile Justice*, Florida Division of Administrative Hearings, Case No. 99-2620BID (DOAH 1999) is instructive. *Non-Secure Detention* involved a protest of an RFP award for a non-secure detention program for juveniles. *Non-Secure Detention* claimed there was a conflict on interest because two of the reviewing committee members knew a certain Connie White who had an interest in a property to be utilized by the applicant awarded the contract. *Non-Secure Detention* claimed a further conflict because Connie White worked for the Department of Juvenile Justice. The administrative court concluded as follows:

21. *Non-Secure Detention Home* claims that Mr. Williams and Mr. Hepburn were influenced by their acquaintance with Connie White. ... Neither Mr. Williams nor Mr. Hepburn was aware that Ms. White had an interest in the property which would be utilized by Next Step in carrying out the contract; thus, neither evaluator would have made a connection between Ms. White and the proposal submitted by Next Step.

22. *Non-Secure Detention Home* also claims that it was a conflict on interest for a contract to be awarded to Next Step because Ms. White was an employee of the Department and owned property which would be leased to Next Step for use in the contract. Again *Non-Secure Detention Home's* claim fails. Ms. White did not evaluate the proposals nor did she influence the evaluation of the proposals.

*Id.* at 10. In concluding its analysis the administrative court employed the standard discussed above, concluding that “Non-Secure Detention Home has failed to establish that the Department’s intent to award the contract to Next Step was contrary to the Department’s governing statutes, rules or policies or the RFP. The Department’s actions were not clearly erroneous, contrary to competition, arbitrary, or capricious.” *Id.* at 13.

Applying this reasoning to the instant case, no court would find a conflict here sufficient to warrant reversal of the City’s actions based on the arbitrary and capricious standard. The City Attorney was unaware of his firm’s prior representation of one of the applicants. He himself had never represented the applicant. Further, any conflict that might exist is irrelevant here since the alleged conflict has nothing to do with Waste Management, the applicant awarded the contract. Any conceivable conflict here was harmless and, in any case, would not rise to the level of “illegality, fraud, oppression or misconduct” needed to reverse the City’s actions. *Liberty County*, 421 So. 2d at 507. Further, a new City Attorney free of any potential conflict has been retained by the City for this Protest thus making this argument moot.

**D. Sunshine Act / Public Records Request: Although it appears that, despite Choice Environmental’s claims, there was no violation of the Sunshine Act, any alleged violation can be cured by producing the documents and allowing Choice Environmental time in which to submit their amended protest.**

Based on my conversation with the City Attorney and the City records of this case, there was no Sunshine Act violation in this matter. Therefore, my discussion of this issue will be abbreviated. The issue raised by Choice Environmental is not really a government in the sunshine issue but rather a claimed delay in a public records request. The case law focuses almost exclusively on classic Sunshine Act violations where there is a decision made in private by government. Where such has taken place, the violation may invalidate the government action. However, since the case of *W.R. Tolar v. School Board of Liberty County*, 398 So. 2d 427 (Fla. 1981), a violation of the Sunshine Act can be cured by a subsequent government action, such as reconsideration, taken in the sunshine. Although summary approval without meaningful consideration of a decision taken in violation of the Sunshine Act will not be countenanced, *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), the *Tolar* Court held that “because here the Board took independent, final action in the sunshine in voting...” on the matter, such action cured the prior Sunshine Act violation. *Id.* at 429. It should be noted that “only a full, open hearing will cure a defect arising from a Sunshine Law violation. Such violation will not be cured by a perfunctory ratification of the action taken outside of the sunshine.” *Zorc v. City of Vero Beach*, 722 So. 2d 891, 903 (Fla. 4th DCA 1999). See *Port Everglades Authority v. International Longshoremen’s Association, Local 1922-1*, 652 So. 2d 1169 (Fla. 4th DCA 1995) (Sunshine Act violation not cured where competing bidders excluded from presentations made by other bidders and ranking of bidders done on same date of award).

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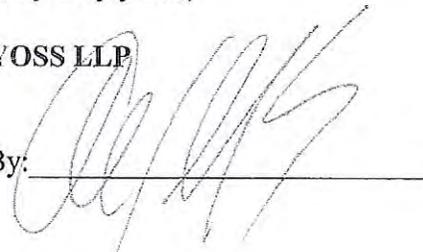
Here, it appears that Choice Environmental has been provided with all public records requested, thus no violation of the public records laws. Further, even if there was a technical violation, it has since been cured, and Choice Environmental has been given a chance to bring forward their Protest which should be considered except for their failure to file the required bond. In an overabundance of caution, Choice Environmental's concerns are being considered at this public hearing which will cure any potential violation under *Tolar* in regards to any public records law violation.

**E. Conclusion: Waste Management should be awarded contract under RFP and the Protest rejected.**

The filed protest by Choice Environmental has no basis in fact or law. Waste Management has complied with each and every requirement of the RFP and should be awarded the contract. The City's failure to award to Waste Management or a decision to reject all bids, under the facts of this case, would amount to arbitrary, unreasonable and capricious action. Under Florida law, the rejection of all bids for the sole reason of fear of a bid protest is improper. An agency may not reject all bids for reasons not given weight in the bid evaluation criteria, because that decision strikes at the very heart of the integrity of the competitive bidding process and is, therefore, arbitrary and capricious. *Wood-Hopkins Contracting Co. v. Roger J. Au & Sons, Inc.*; 354 So.2d 446, 450 (Fla. 1st DCA 1978); *Phillip J. Procacci and Wharton Investment Group, Inc. v. Department of Health and Rehabilitative Services, Florida Division of Administrative Hearings*, Case Number 90-2459 BID (BOAH) 1990.

Very truly yours,

YOSS LLP

By: 

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	CHOICE	SOUTHERN WASTE	WASTE PRO	WASTE MGT	WSI
MULTI-FAMILY	8.49	9.10	11.87	8.40	8.77
	30,564.00	32,760.00	42,732.00	30,240.00	31,572.00
	366,768.00	393,120.00	512,784.00	362,880.00	378,864.00
SINGLE-FAMILY	13.99	23.46	15.87	15.00	13.56
	5,735.90	9,618.60	6,506.70	6,150.00	5,559.60
	68,830.80	115,423.20	78,080.40	73,800.00	66,715.20
COMMERCIAL	12,328.16	9,214.96	12,448.25	8,021.00	8,535.17
	147,937.92	110,579.52	149,379.00	96,252.00	102,422.00
TOTAL PRICE	583,536.72	619,122.72	740,243.40	532,932.00	548,001.20

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--CHOICE**

				<b>OUTSOURCE RATE</b>
<b>1 CY- 1(WEEKLY) PICK UP</b>				
PHONES & MORE	1876 79 ST CSWY	1 * 1	F	43.26
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M	43.26
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W	43.26
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M	43.26
<b>1CY- 3(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F	129.77
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F	129.77
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F	129.77
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F	129.77
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M TH SA	129.77
<b>1CY- 6(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS	259.54
<b>2CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M	86.51
KABOJJI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W	86.51
<b>2CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA	173.03
GOL TV	1580 79 ST CSWY	1 * 2	M F	173.03
<b>2CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F	259.54
OGGI	1666 KENNEDY CAUSEWAY	1 * 2	3 DAYS	259.54
<b>2CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA	346.05
<b>2CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS	519.08
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS	519.08
<b>4CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T TH	346.05

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	519.08
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	519.08
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	519.08
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	519.08
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	519.08
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	692.11
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	1038.16
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	1038.16
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	1038.16
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	1038.16
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	1038.16
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>12,328.16</b>

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--SOUTHERN WASTE SYSTEMS**

<b>1 CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1 * 1	F	97.13
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M	97.13
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W	97.13
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M	97.13
<b>1CY- 3(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F	178.51
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F	178.51
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F	178.51
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F	178.51
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M TH SA	178.51
<b>1CY- 6(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS	284.91
<b>2CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M	142.46
KABOBI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W	142.46
<b>2CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA	216.44
GOL TV	1580 79 ST CSWY	1 * 2	M F	216.44
<b>2CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F	253.44
OGGI	1666 KENNEDY CAUSEW.	1 * 2	3 DAYS	253.44
<b>2CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA	305.23
<b>2CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS	423.62
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS	423.62
<b>4CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T TH	283.03

<b>4CY- 3(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F		349.61
SHELL	1345 79 ST CSWY	1 * 4	M T H SA		349.61
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA		349.61
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA		349.61
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA		349.61
<b>4CY- 4(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA		401.4
<b>4CY- 6(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS		567.87
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS		567.87
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS		567.87
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS		567.87
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS		567.87
<b>TOTAL COMMERCIAL GARBAGE</b>					<b>9,214.96</b>

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--WASTE MANAGEMENT**

<b>1 CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1 * 1	F	28.15
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M	28.15
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W	28.15
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M	28.15

<b>1CY- 3(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F	84.44
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F	84.44
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F	84.44
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F	84.44
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M T H SA	84.44

<b>1CY- 6(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS	168.87

<b>2CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M	56.29
KABOBI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W	56.29

<b>2CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA	112.58
GOL TV	1580 79 ST CSWY	1 * 2	M F	112.58

<b>2CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F	168.87
OGGI	1666 KENNEDY CAUSEWAY	1 * 2	3 DAYS	168.87

<b>2CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA	225.16

<b>2CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS	337.74
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS	337.74

<b>4CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T H	225.16

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	337.74
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	337.74
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	337.74
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	337.74
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	337.74
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	450.32
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	675.48
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	675.48
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	675.48
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	675.48
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	675.48
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>8,021.37</b>

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--WASTE PRO**

<b>1 CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1 * 1	F	52.00
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M	52.00
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W	52.00
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M	52.00

<b>1CY- 3(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F	149.00
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F	149.00
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F	149.00
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F	149.00
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M TH SA	149.00

<b>1CY- 6(WEEKLY) PICK UP's</b>				<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS	299.00

<b>2CY- 1(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M	86.00
KABOBI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W	86.00

<b>2CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA	192.00
GOL TV	1580 79 ST CSWY	1 * 2	M F	192.00

<b>2CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F	275.00
OGGI	1666 KENNEDY CAUSEWAY	1 * 2	3 DAYS	275.00

<b>2CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA	360.00

<b>2CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS	530.00
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS	530.00

<b>4CY- 2(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T TH	340.00

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	510.00
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	510.00
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	510.00
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	510.00
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	510.00
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	680.00
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	1,020.00
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	1,020.00
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	1,020.00
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	1,020.00
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	1,020.00
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>12,448.00</b>

**CITY OF NORTH BAY VILLAGE  
COMMERCIAL GARBAGE INVENTORY--WSI**

<b>1 CY- 1(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
PHONES & MORE	1876 79 ST CSWY	1 * 1	F		68.83
MARIO THE BAKER	1700 79 ST CSWY	1 * 1	M		68.83
BAYFRONT HOSPITALITY	1601 KENNEDY CSWY	1 * 1	W		68.83
TEMPLE BETH EL	7800 HISPANOLA	1 * 1	M		68.83
<b>1CY- 3(WEEKLY) PICK UP's</b>					<b>OUTSOURCE RATE</b>
GROCERY STORE	1886 79 ST CSWY	1 * 1	M W F		138.75
BOCADOS RICOS	1881 79 ST CSWY	1 * 1	M W F		138.75
PIZZA D-LIGHT	1886 79 ST CSWY	1 * 1	M W F		138.75
MIAMI DESIGN BUILDERS	1884 79 ST CSWY	1 * 1	M W F		138.75
ATLANTIC BROADBAND	1681 79 ST CSWY	1 * 1	M T H SA		138.75
<b>1CY- 6(WEEKLY) PICK UP's</b>					<b>OUTSOURCE RATE</b>
BAYSHORE YACHT & TENNIS	7904 WEST DR	1 * 1	6 DAYS		234.22
<b>2CY- 1(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
HAPPY STORK LOUNGE	1872 79 ST CSWY	1 * 2	M		106.57
KABOBI RESTAURANT	1630 KENNEDY CSWY	1 * 2	W		106.57
<b>2CY- 2(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
PRESTIGE AUTOMOBILE	1725 79 ST CSWY	1 * 2	W SA		172.06
GOL TV	1580 79 ST CSWY	1 * 2	M F		172.06
<b>2CY- 3(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
TREASURE ISL. PHARMACY	1630 79 ST CSWY	1 * 2	M W F		215.35
OGGI	1666 KENNEDY CAUSEWA	1 * 2	3 DAYS		215.35
<b>2CY- 4(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
SIAM THAI REST.	1524 79 ST CSWY	2 * 2	M W F SA		267.52
<b>2CY- 6(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
SUNBEAM TELEVISION	1401 79 ST CSWY	3 * 2	6 DAYS		380.75
BEST WESTERN	1819 79 ST CSWY	1 * 2	6 DAYS		380.75
<b>4CY- 2(WEEKLY) PICK UP</b>					<b>OUTSOURCE RATE</b>
BUDGET MINI STORAGE	1550 79 ST CSWY	1 * 4	T T H		254.2

<b>4CY- 3(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
HESS	1508 79 ST CSWY	1 * 4	M W F	336.34
SHELL	1345 79 ST CSWY	1 * 4	M T H SA	336.34
CAUSEWAY TOWER	1666 79 ST CSWY	2 * 4	M T H SA	336.34
CITY OF NORTH BAY VILL	7903 EAST DR	1 * 4	M T H SA	336.34
CRAB HOUSE	1555 79 ST CSWY	3 * 4	M T H SA	336.34
<b>4CY- 4(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
BENIHANA	1665 79 ST CSWY	2 * 4	M W F SA	409.61
<b>4CY- 6(WEEKLY) PICK UP</b>				<b>OUTSOURCE RATE</b>
JUMBO BUFFET	1335 79 ST CSWY	1 * 4	6 DAYS	593.87
FOOD GIANT	1600 79 ST CSWY	2 * 4	6 DAYS	593.87
GROVE BY THE BAY	1440 79 ST CSWY	2 * 4	6 DAYS	593.87
SENIOR HEALTH PROPERTIES	1735 N. TREASURE DR	2 * 4	6 DAYS	593.87
BEST WESTERN	1819 79 ST CSWY	2 * 4	6 DAYS	593.87
<b>TOTAL COMMERCIAL GARBAGE</b>				<b>8,535.13</b>



## Memorandum

**To:** Yvonne Hamilton, Village Clerk  
**From:** James G. LaRue, AICP  
**Date:** June 3, 2015  
**Subject:** Signage Review Committee

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The proposed resolution establishes a Signage Review Committee. It was suggested at last night's Planning & Zoning (P&Z) Board meeting that the proposed Signage Review Committee function as an advisory group to the P&Z Board providing them with design/size criteria that will ensure the LDC sign revisions reflect overall consistency and uniformity throughout the Village. By working together the P&Z Board can give background information to the Signage Review Committee thus allowing them to avoid a learning curve when they develop uniform design/sign criteria.

cc: Frank Rollason, Village Manager  
Robert Switkes, 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](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** June 3, 2015

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

**FROM:** Connie Leon-Kreps  
Mayor

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A SIGNAGE REVIEW COMMITTEE TO DEVELOP A DESIGN PATTERN OF SIGNS TO BE PLACED IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A SIGNAGE REVIEW COMMITTEE TO DEVELOP A DESIGN PATTERN OF SIGNS TO BE PLACED IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Village Commission recognizes the need for signage uniformity in the Village, particularly along the Kennedy Causeway, to enhance the aesthetic appeal of the community; and

**WHEREAS**, the Village Commission wishes to establish a Signage Review Committee to serve in an advisory capacity in developing a set of guidelines to help visually unify North Bay Village through implementation of coordinated signage elements.

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

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

**Section 2. Establishment.** There is hereby created a Signage Review Committee for the Village.

**Section 3. Composition.** The Signage Review Committee shall consist of five (5) members: two members with expertise in architecture and design, one member with artist work background, and two at-large community members.

**Section 4. Qualifications.** The members of the Signage Review Committee shall be qualified electors of the Village or owners of businesses located within the confines of the Village or designees of such business owners as defined in the Charter. Resident members of the Committee shall also be and remain during their respective terms of office, residents of the Village.

**Section 5. Terms; removal from office.** Members of the Committee shall be appointed by the Village Commission, by a majority vote of the members present. Any member may be removed from the office by the Commission upon a majority vote of the Commission members present. The Committee shall terminate upon completion of the project.

**Section 6. Vacancies.** In the event that a vacancy shall occur on the Committee by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the vacancy by a majority vote of the Commission members present.

**Section 7. Power and duties.** The Signage Review Committee shall be charged with the following duties:

1. Study the needs of the Village in reference to signage and establish major sign design/size criteria that are uniform in nature and reflect an aesthetic quality that will enhance North Bay Village.

2. Work closely with the Planning & Zoning Board and recommend sign design/size criteria that when finalized will reflect a consistent uniform sign code that will be presented to the Village Commission.

**Section 8. Officers.** The Signage Review Committee shall elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Committee, and shall be the representative of the Committee to the Planning & Zoning Board. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Committee suitable and proper accommodations for the transactions of the business of the Committee. The Committee shall submit Minutes of its meeting to the Planning & Zoning Board and the Village Commission monthly.

**Section 9. Meetings**

The Signage Review Committee shall hold regular monthly meetings at such time and place as the Committee may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village Bulletin Boards. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Committee, a special meeting shall be held upon written call of two other members of the Committee provided by email or mailed three days prior to the called meeting.

(A) All meetings of the Committee shall be open to the public and three members shall constitute a quorum.

(B) A majority vote of the Committee shall be required on a recommendations made to the Village Commission.

**Section 10. Effective Date.** This Resolution shall take effect immediately upon enactment.

A motion to approve the foregoing Resolution 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** this 9<sup>th</sup> day of June 2015.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Establishment of a Signage Review Committee.



## **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



**LaRue** Planning  
& Management Services, Inc.  
1375 Jackson Street, Suite 206  
Fort Myers, Florida  
239-334-3366

Serving Florida Local Governments Since 1988

**General Information**

<b>Owner/Applicant:</b>	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

	<b>Existing</b>
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)



**LaRue** Planning  
& Management Services, Inc.

1375 Jackson Street, Suite 206  
Fort Myers, Florida  
239-334-3366

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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 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 Future Land Use Policy 2.1.1a	Maximum density	70 dwelling units per acre	62.2 dwelling units per acre
<b>North Bay Village LDC</b>			
152.029(C)(3)	Required lot area per dwelling unit	Unit type	Lot area/unit
		Efficiency	620
		1-br	620
		2-br	685
		3-br	750
		<u>16 x 685 = 10,960</u>	10,960 < 11,200
152.029(C)(5)	Minimum pervious area	20% of total parcel  <u>20% of 11,200 = 2,240</u> sq ft	6,640 sq ft
152.029(C)(7)	Baywalk/boardwalk requirement	A public access boardwalk must be provided along shoreline and access to that boardwalk must be provided with a walkway from the ROW. Dedicated easements shall be recorded for the boardwalk and access corridors.	Provided



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.  <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. 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.  16 x 2 = 32	36 parking spaces
152.044(A)(2)	Minimum number of parking spaces for guests	10% of total required spaces  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.  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.  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



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	Unit type	Floor Area sq ft	All units are two-bedroom size. Smallest units are 1,499 sf.
		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	



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.  <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.  <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

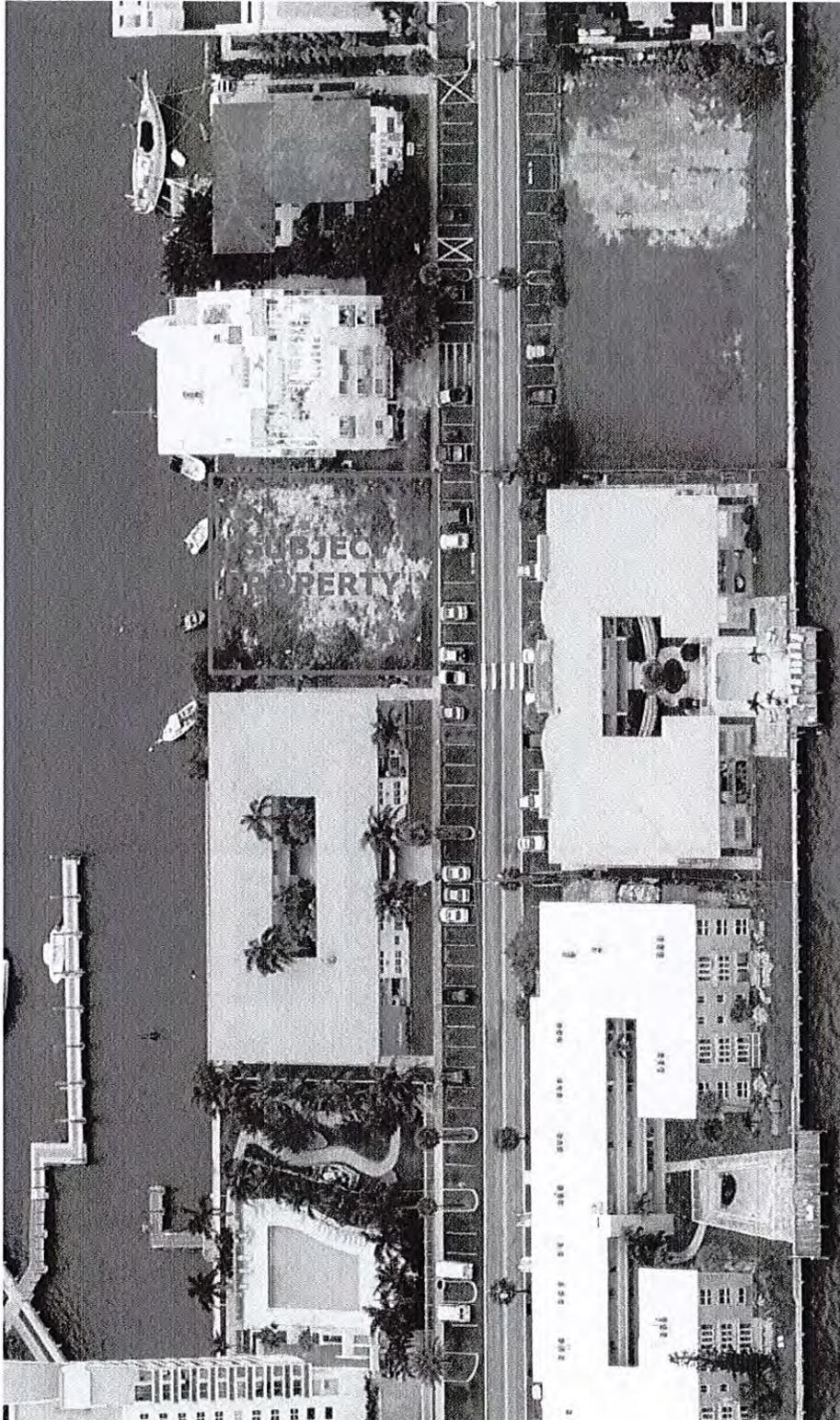
May 1, 2015

Hearing: North Bay Village Commission, May 12, 2015

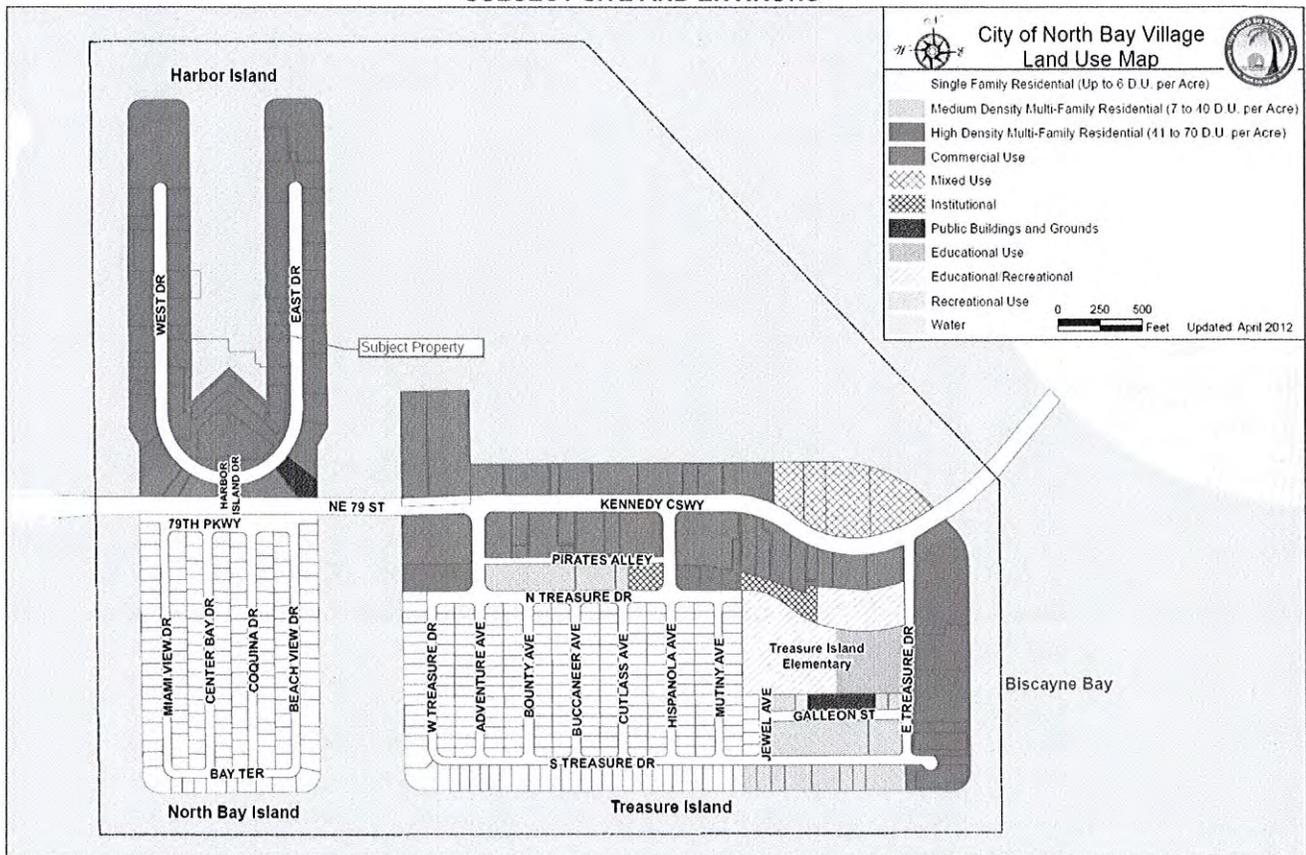
Attachments: Future Land Use Map  
Zoning Map  
Aerial photograph



**AERIAL  
SUBJECT SITE AND ENVIRONS**

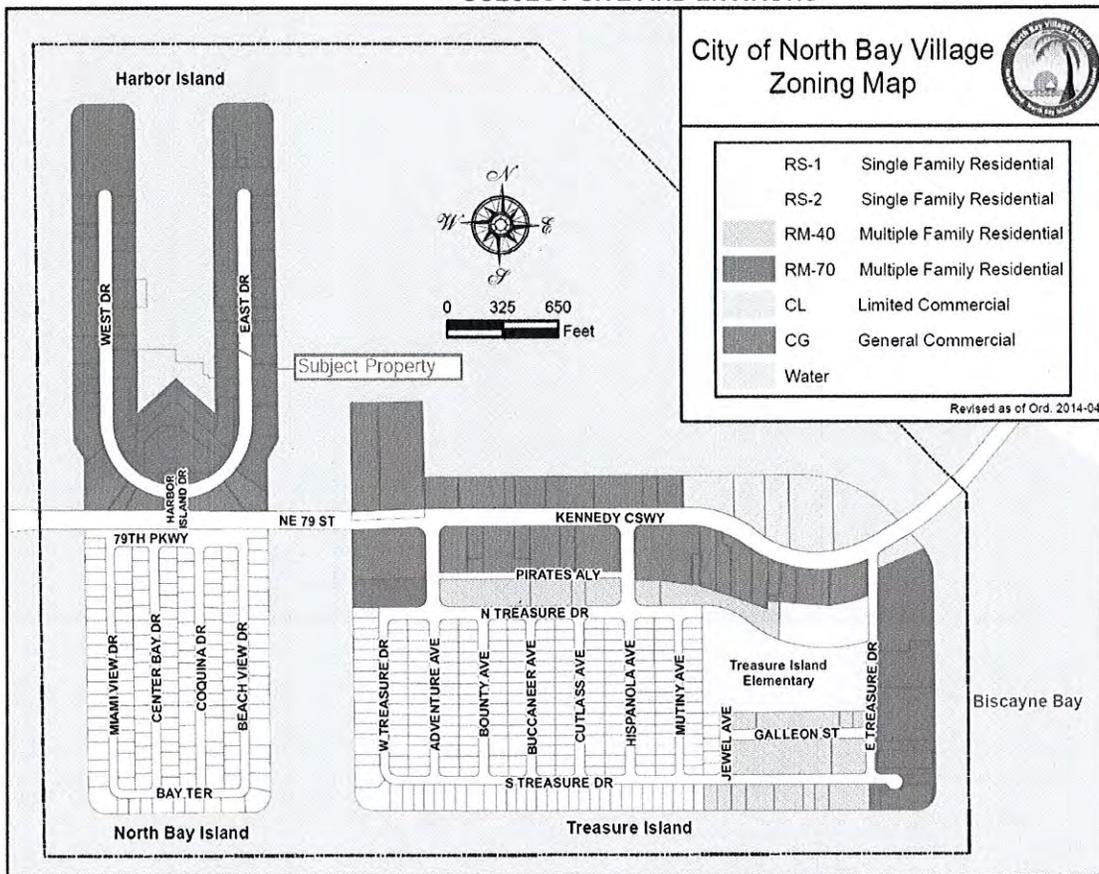


**FUTURE LAND USE  
SUBJECT SITE AND ENVIRONS**



Serving Florida Local Governments Since 1988

**ZONING  
SUBJECT SITE AND ENVIRONS**



Serving Florida Local Governments Since 1988



## North Bay Village

Administrative Offices

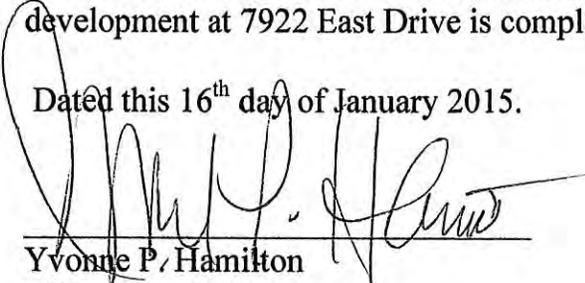
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

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.**

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

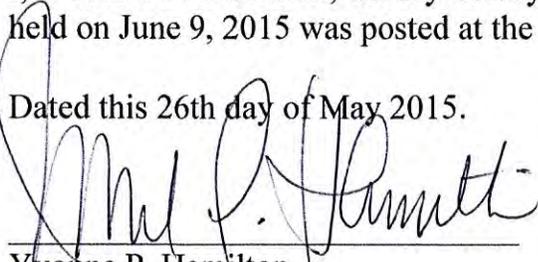
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

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

- 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.**
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I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on June 9, 2015 was posted at the above-referenced property on May 23, 2015.

Dated this 26th day of May 2015.

  
Yvonne P. Hamilton  
Village Clerk

(Village Commission Meeting-June 9, 2015)



## North Bay Village

Administrative Offices

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

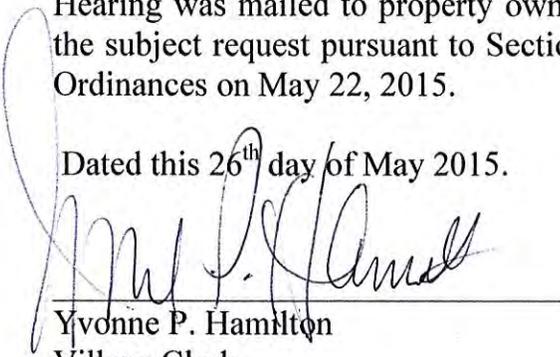
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**RE: AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7922 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**

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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 22, 2015.

Dated this 26<sup>th</sup> day of May 2015.

  
Yvonne P. Hamilton  
Village Clerk

(Village Commission Meeting-June 9, 2015)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Eddie Lim



**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, JUNE 9, 2015** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING 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  
(May 20, 2015)

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  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1F  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1G  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1H  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1K  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1L  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1M  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1P  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #1R  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2A  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2B  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2C  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2D  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2E  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #F  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2G  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #2H  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #J  
N. Bay Village, FL 33141

Owner/Occupant  
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7915 East Drive, #2R  
N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3F  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3G  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3H  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3J  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3K  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3L  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3M  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3N  
N. Bay Village, FL 33141

Owner/Occupant  
7915 East Drive, #3P  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #1  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #10  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #11  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #12  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #14  
N. Bay Village, FL 33141

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7920 East Drive, #15  
N. Bay Village, FL 33141

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7920 East Drive, #16  
N. Bay Village, FL 33141

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7920 East Drive, #17  
N. Bay Village, FL 33141

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7920 East Drive, #18  
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7920 East Drive, #19  
N. Bay Village, FL 33141

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7920 East Drive, #20  
N. Bay Village, FL 33141

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7920 East Drive, #21  
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7920 East Drive, #22  
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7920 East Drive, #23  
N. Bay Village, FL 33141

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7920 East Drive, #24  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #25  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #3  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #4  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #5  
N. Bay Village, FL 33141

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7920 East Drive, #6  
N. Bay Village, FL 33141

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7920 East Drive, #7  
N. Bay Village, FL 33141

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7920 East Drive, #8  
N. Bay Village, FL 33141

Owner/Occupant  
7920 East Drive, #9  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #1  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #3  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #4  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #5  
N. Bay Village, FL 33141

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7921 East Drive, #6  
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7921 East Drive, #7  
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7921 East Drive, #12  
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Owner/Occupant  
7921 East Drive, #12A  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #14  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #15  
N. Bay Village, FL 33141

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7921 East Drive, #16  
N. Bay Village, FL 33141

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7921 East Drive, #17  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #18  
N. Bay Village, FL 33141

Owner/Occupant  
7921 East Drive, #19  
N. Bay Village, FL 33141

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  
7926 EAST DR., APT 103  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 104  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 105  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 106  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 107  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7926 EAST DR., APT 108  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 201  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 202  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 203  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 204  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 205  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 206  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 301  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 302  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 303  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 304  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 305  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 306  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 401  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 402  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 403  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 404  
N. BAY VILLAGE, FL 33141

OWNER/OCCUPANT  
7924 EAST DR., APT 405  
N. BAY VILLAGE, FL 33141

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  
7927 East Drive, #260  
N. Bay Village, FL 33141

Owner/Occupant  
7927 East Drive, #261  
N. Bay Village, FL 33141

Owner/Occupant  
7927 East Drive, #262  
N. Bay Village, FL 33141

Owner/Occupant  
7927 East Drive, #263  
N. Bay Village, FL 33141

Owner/Occupant  
7927 East Drive, #264  
N. Bay Village, FL 33141

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7927 East Drive, #265  
N. Bay Village, FL 33141

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7927 East Drive, #266  
N. Bay Village, FL 33141

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7927 East Drive, #267  
N. Bay Village, FL 33141

Owner/Occupant  
7927 East Drive, #268  
N. Bay Village, FL 33141

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7927 East Drive, #269  
N. Bay Village, FL 33141

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7927 East Drive, #270  
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7927 East Drive, #272  
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7927 East Drive, #274  
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7927 East Drive, #275  
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7927 East Drive, #276  
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7927 East Drive, #278  
N. Bay Village, FL 33141

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7927 East Drive, #279  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #101  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #102  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #103  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #301  
N. Bay Village, FL 33141

Owner/Occupant  
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

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7928 East Drive, #502  
N. Bay Village, FL 33141

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7928 East Drive, #601  
N. Bay Village, FL 33141

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7928 East Drive, #602  
N. Bay Village, FL 33141

Owner/Occupant  
7928 East Drive, #701  
N. Bay Village, FL 33141

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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

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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

## NEIGHBORS CALENDAR

### HOW TO GET LISTED

Post at our new, interactive platform at [www.events.miamiherald.com](http://www.events.miamiherald.com) at least two weeks in advance of your event. You no longer need to register or use a passwort, but you must provide an email address that is not blocked. You can post an event for free and that includes adding one image (must be at least 300x200 or 200x300 pixels). If your event does not fit the categories in the drop-down menu (most are performance-oriented and not intended for classes, meetings, conferences and the like), select Special Event. Limit your description to 240 characters (characters not words), including punctuation and spaces and your event name to three or four words. Do not use all caps, exclamation marks or unusual symbols or type your event. All events properly posted may also be used for print calendars but we cannot guarantee print placement.

### SUNDAY, MAY 24

**1+2: Collection Jinxer in Dialogue with the Lowe Art Museum** This exhibit, in collaboration with Fundación Jinxer Arte Contemporáneo, pairs Il Jinxer works from the Fundación Jinxer with works from the museum's collection. Herald not advised of admission price. May 24 12 pm-4 pm. Included in admission University of Miami - Lowe Art Museum 1301 Stanford Dr. Coral Gables.

**Andrés Martínez and Gertrudis Sánchez Rodríguez, Gendy** This exhibit, curated by Jacqueline Falcone, features the two artists examining the personal and global works. May 24-May 31 2 pm-5 pm. Free Balcónhouse Art Complex 551 NW 32nd St. Miami.

**ARTWORK: Awareness, Respect + Tolérance** On display through May 24, this exhibit focuses on the human on habits and how actions at the wheel can put a stop to bike-related accidents and fatalities. May 24 10 am-5 pm. Free Coral Gables Museum 255 Alsegon Ave. Coral Gables.

**Ballet Flamenco La Rosa: El Padre** Ballet Flamenco La Rosa presents a world premiere of the original Flamenco Ballet. El Padre is inspired by Strindberg's "The Father" with artists from Spain, Sweden, Latin America and the U.S. Internationally recognized Flamenco star Carmelo Gesto is among the talented cast of dancers and musicians performing in the production. El Padre explores the complex and intense relationships between the play's three central characters: the father, the mother and the daughter. As the drama unfolds, the mother enlists the nurse, doctor and priest to support her plot to have her husband committed to an insane asylum.

Among the highlights of the production is the return to the stage of Ballet Flamenco La Rosa's Artistic Director, Lilia Rosa. May 24 3 pm. \$25-\$50. 512 students and seniors Miami-Dade County Auditorium 2901 W. Flagler St. Miami.

This year's Summer Camp will be crammed with fun, marine biology and conservation education, splashy animal shows, enjoyable field and art activities and so much more!

CALL 305-381-5705 EXT. 207 OR 520 OR VISIT [MIAMISEAQUARIUM.COM/EDUCATION](http://MIAMISEAQUARIUM.COM/EDUCATION)

ENROLL NOW!

### MIAMI-DADE COUNTY - Planning Advisory Board

**Proposed Annexation to the City of North Miami**  
**Monday, June 1, 2015 at 4:00 PM**  
**1111 NW 1st Street, Miami FL 33128 • Commission Chambers**

**PROPOSED ANNEXATION AREA**

An application to annex the area depicted (to the left) to the City of North Miami has been filed. As required by Section 20-6 of the Miami-Dade County Code, this ad is to notify you that a public hearing on a boundary change application filed by the City of North Miami is scheduled for June 1, 2015, 4:00 PM in front of the Planning Advisory Board at the address shown above. The Code requires notification to all property owners within the boundaries of the proposed annexation and 500 feet thereof. You are welcome to attend and participate in the public hearing. This area is generally bounded on the north by NE 121st Street, on the east by Biscayne Boulevard including three (3) parcels on the east of Biscayne Boulevard identified with folio numbers 30-2232-000-0180, 30-232-000-0270 and 30-2232-042-0010, on the south by NE 116th Street, and on the west by NE 116th Avenue. In general, the municipal type services currently provided by the County in the proposed annexation area are local police, public works, code enforcement and building services. If the annexation is approved, the City of North Miami will provide these services. The current municipal millage rate for the proposed annexation area is the adopted FY 2014-15 unincorporated millage rate of 1.9283. If the annexation area were part of the City of North Miami, the adopted FY 2014-15 millage rate of 7.8356 would be applied, an increase of 6.0053 mills, the average property owner would pay an additional \$18,317 in municipal taxes. For additional information, visit <http://www.miamidade.gov/municipalordinanceandannexation/northmiami.asp>

For more information regarding the proposed annexation of or light, telephone, water, sewer, trash, fire, police, and other municipal services, contact the Miami-Dade County Office of Management and Budget at 305-375-5183 at least five days in advance of the meeting/hearing.

**For legal ads online, go to: <http://legalsads.miamidade.gov>**



### 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, JUNE 9, 2015 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING 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 152.063 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 CO 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) 756-1711.

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

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS WITH DISABILITIES, AND/OR ANY ACCOMMODATION, PLEASE CONTACT (305) 756-1711 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILLTON, CMG  
 VILLAGE CLERK  
 (May 20, 2015)

## Select a Service Sunday Discount

Select a regular Service at regular price and take up to \$50 off.

Spend \$50-\$99*	Save \$15
Spend \$100-\$249*	Save \$25
Spend \$250* or more	Save \$50

\*Includes tire, available at regular price. Service at South Motors Honda. Must present offer when order is written. Offer cannot be combined. Expires 8/31/15. See store for restrictions.

# SOUTH MOTORS

US-1 & South 161 Street in Miami | (866) 475-7566 | SouthHonda.com



## 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

15A

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

**DATE:** June 2, 2015

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

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

**SUBJECT:** Appointment of Advisory Board Members

---

The following individuals have submitted applications for membership to the Special Needs Advisory Board. Both applicants reside at Treasure Isles Convalescent Center and are considering appointment to the Board. The Board should consist of a total of three (3) members.

1. Clinton William, 1735 N. Treasure Drive
2. Guerda Morriseau, 1735 N. Treasure Drive

Kokoa Woodget, of 7925 West Drive, has applied for membership to the Arts, Cultural & Special Events Board. No member currently serves on the five (5) member Board.

/yph



# North Bay Village

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

### BOARD/COMMITTEE APPLICATION

NAME Clinton William TELEPHONE # 305-865-2383

MAILING ADDRESS 1735 N. Treasure Dr.

EMAIL ADDRESS: Admissions@treasureislandcarecenter.com

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 2

BUSINESS OWNER: YES  NO  PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 2 years

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- |                                       |                          |                                  |                                     |
|---------------------------------------|--------------------------|----------------------------------|-------------------------------------|
| ANIMAL CONTROL ADVISORY COMMITTEE     | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD      | <input type="checkbox"/>            |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD          | <input type="checkbox"/>            |
| BUSINESS DEVELOPMENT ADVISORY BOARD   | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/>            |
| CITIZENS BUDGET AND OVERSIGHT BOARD   | <input type="checkbox"/> | SPECIAL NEEDS ADVISORY BOARD     | <input checked="" type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES  NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO  (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

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



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### BOARD/COMMITTEE APPLICATION

NAME Guerda Morriseau TELEPHONE # 305-865-2383

MAILING ADDRESS 1735 N. Treasure Dr.

EMAIL ADDRESS: ADMISSIONS@treasureislecarecenter.com

VILLAGE RESIDENT: YES \_\_\_\_\_ NO \_\_\_\_\_ HOW MANY YEARS \_\_\_\_\_

BUSINESS OWNER: YES \_\_\_\_\_ NO  PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 3 years.

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE  COMMUNITY ENHANCEMENT BOARD
- ARTS, CULTURAL & SPECIAL EVENTS BOARD  PLANNING & ZONING BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD  YOUTH & EDUCATION SERVICES BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD  SPECIAL NEEDS ADVISORY BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO \_\_\_\_\_

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES \_\_\_\_\_ NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES \_\_\_\_\_ NO

ARE YOU A REGISTERED VOTER? YES  NO \_\_\_\_\_ (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

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



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RECEIVED  
APR 17 2015  
20 April 2013 DF

### BOARD/COMMITTEE APPLICATION

NAME WOODGET, KOKO A TELEPHONE # 305 756 7779

MAILING ADDRESS \_\_\_\_\_

EMAIL ADDRESS: KKOKOA@aol.com

VILLAGE RESIDENT: (YES) NO \_\_\_\_\_

HOW MANY YEARS SINCE 2006

BUSINESS OWNER: (YES) NO \_\_\_\_\_

PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS VOGUE MARKETPLACE.NET

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? ONLINE-WEBSITE

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY COMMITTEE

COMMUNITY ENHANCEMENT BOARD

ARTS, CULTURAL & SPECIAL EVENTS BOARD

PLANNING & ZONING BOARD

BUSINESS DEVELOPMENT ADVISORY BOARD

YOUTH & EDUCATION SERVICES BOARD

CITIZENS BUDGET AND OVERSIGHT BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES ✓ NO \_\_\_\_\_

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES \_\_\_\_\_ NO ✓

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES \_\_\_\_\_ NO ✓

ARE YOU A REGISTERED VOTER? YES ✓ NO \_\_\_\_\_ (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE: ATTACHED

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

ATTACHED

182

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**PLEASE GIVE SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE**

volunteereddrakejake+ miami/orlando shelters, Glory Temple Church, Veterans Assoc, Obama's Campaign office, Registered Voter, after-school programs, Landlord/Tenant help with residents. I have commended NBV police officers and Code Enforcement when appropriate, in letters to the city; AND expressed disappointment/disapproval when need-be.

black-American female, from N.Y. to Orlando, to Miami; work history & experience: aerobics instructor, in law offices, event planning, TV/Radio, film & television, natural health & fitness, and self employment. 13 siblings with 35 nieces & nephews.. I live/travel between Orlando & Miami regularly.

**PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE**

I'm just a regular person, living in NBV since 2006. Each year, I find myself attending more and more city/public meetings each year. I want to help; to make a personal contribution to city growth; a liaison between city & residence, especially the building & street in which I live.

I began riding my bike to do local shopping, taking the city bus route, and using the city Post Office...more and more in appreciation.

Kokoa Woodget  
7925 West Drive  
305 756-7779  
Kkokoa@aol.com



City of North Bay Village

Administrative Offices

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

15 Sept 2009

CITY OF NORTH BAY VILLAGE  
BOARD/COMMITTEE APPLICATION

NAME: KOKON Woodget TELEPHONE # 305 756 7779

MAILING ADDRESS: 7925 West Drive apt 24 N.B.V. 33141

CITY RESIDENT: YES  NO

\*BUSINESS OWNER: YES  NO

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE CITY? \_\_\_\_\_

CHECK THE BOARD(S)/COMMITTEE YOU WOULD LIKE TO SERVE ON:

- |                                       |                                     |                          |                                     |
|---------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| ANIMAL CONTROL ADVISORY BOARD         | <input checked="" type="checkbox"/> | YOUTH SERVICES COMMITTEE | <input checked="" type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input checked="" type="checkbox"/> | PLANNING & ZONING BOARD  | <input checked="" type="checkbox"/> |
| COMMUNITY ENHANCEMENT BOARD           | <input checked="" type="checkbox"/> | BEAUTIFICATION COMMITTEE | <input checked="" type="checkbox"/> |
| HARBOR ISLAND PARKING COMMITTEE       | <input type="checkbox"/>            |                          |                                     |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

HAVE YOU EVER SERVED ON A CITY BOARD/COMMITTEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

Miami Shelters "THE HAC" "Camillus House" Volunteer  
Gloria Temple Church, Veterans of America, OBAMA Campaign - Ute Havana Office 6 months  
Orlando: After school programs, Homeless Shelters, Landlord tenant help with residents

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE:

(lived in New York, Orlando, South Beach) OBAMA Campaign - Miami - south beach  
work history of <sup>secretary</sup> in LAW OFFICE, event planning, natural health, TV, radio - Grand Grove  
self employed, from family of 30 - nieces & nephews, 12 siblings in Orlando  
New York, California & Australia, swim & sports background, etc

Mayor  
Oscar Alfonso

Vice Mayor  
Reinaldo Trujillo

Commissioner  
George A. Kane

Commissioner  
Frank Rodriguez

Commissioner  
Dr. Paul Vogel

**ORDINANCE NO. 2015-001**

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.90 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER JORGE GONZALEZ)***

WHEREAS, the Village Commission finds that it is in the best interest of the community to establish a Special Needs Advisory Board,

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

**32.86 – Special Needs Advisory Board**

A Special Needs Advisory Board (the “Board”) is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.

**32.87 – Purpose**

The Board will act in an advisory capacity to provide the Village Commission, Village Manager, and Village residents with information regarding matters pertaining to the needs of community residents with functional impairments, disabilities, and other such special needs, as well as seniors and children.

**32.88 – Powers and Duties**

The powers and duties of the Board shall include the following:

- (1) Promote the exchange of ideas and resources in order to better meet the needs of residents with special needs;
- (2) Provide input and information as to government and/or private agencies that provide services for residents with special needs.

### **32.89 – Meetings; Selections of Officers**

- (1) The Board shall hold quarterly meetings to carry out its purpose and duties, as called by its Chairman or the Village Commission.
- (2) The Board shall annually, each by majority vote, elect a Chairman and a Vice-Chairman from among its members. The Chairman shall chair meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his or her stead. The Board shall designate its own secretary, and the Secretary shall make and furnish minutes of the Board's meetings and submit the minutes of its meetings to the Village Manager monthly.

### **32.90 – Terms; Vacancies; Removal**

- (1) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.
- (2) The Village Commission shall have the authority to remove any member of the Board for misconduct, or for more than three unexcused absences in any calendar year.
- (3) Members of the Board have a responsibility to keep confidential information confidential. If a member of the Board discloses confidential information, that member is acting outside his/her scope of authority and could be removed from the Board or be held personally liable for claims of defamation, invasion of privacy, violations of statute, etc.

### **32.91 Sunset Review**

The Board shall have a Sunset Review by the Commission after one year from the date that this Ordinance is adopted.

**Section 1. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

**Section 2. Codification.** This ordinance shall be codified and included in the code of ordinances.

**Section 3. Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

A motion to approve the foregoing Ordinance on first reading on December 9, 2014 was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Richard Chervony.

**THE VOTES WERE AS FOLLOW:**

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

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

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED this 13th day of January 2015.**

Connie Leon-Kreps  
Mayor

**ATTEST:**

Yvonne P. Hamilton, CMC  
Village Clerk

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

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

North Bay Village Ordinance: Special Needs

## ARTS, CULTURAL AND SPECIAL EVENTS BOARD

### § 32.60 Arts, Cultural and Special Events Board.

An Arts, Cultural and Special Events Board is hereby created which shall be composed of five members, appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

### § 32.61 Qualification of members.

The members of the Arts, Cultural and Special Events Board shall be appointed and shall be qualified electors of the Village as defined in the Charter and shall also be and remain during their respective terms of office, residents of the Village. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07)

### § 32.62 Terms; vacancies; removed from office.

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

Any member may be removed from the office by the Commission upon majority vote of the Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

### § 32.63 Officers.

The Arts, Cultural and Special Events Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is

directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager not later than two weeks after each meeting.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

### § 32.64 Meetings; quorum; voting period.

(A) The Arts, Cultural and Special Events Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

### § 32.65 Powers and duties.

(A) The Arts, Cultural and Special Events Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the delivery of the following human services:

- (1) Recreation and park planning activities.
- (2) Program financing and services.

- (3) Physical components of outdoor and indoor leisure, cultural and recreational activities to meet the needs of as many kinds of people as possible.
- (4) Social services and other human resources program planning with special emphasis on the needs of residents of the Village.
- (5) Cooperate with all other similar governmental agencies and all public or private organizations working for the same or similar objectives.

(B) The Board shall submit to the Village Manager and through him or her to the Village Commission interim reports as to the performance of its duties and responsibilities as set forth above. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**YOUTH AND EDUCATION SERVICES BOARD**

**§ 32.66 Youth and Education Services Board.**

A Youth and Education Services Board is hereby created which shall be composed of five members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.67 Qualification of members.**

The members of the Youth and Education Services Board shall be appointed with one member having a professional background in education and shall be at least 15 years in age and shall also be and remain during their respective terms of office, residents of the Village.

Minors between the ages of 15—17 must obtain parental consent and must be accompanied to the meeting by a parent. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.68 Terms; vacancies; removal from office.**

(A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.69 Officers.**

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

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager no later than two weeks after each meeting. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

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

(A) The Youth and Education Services Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current



## 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 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

## Chapter 97

**PARKS AND RECREATION**  
**(PHILIP SCHONBERGER TOT LOT PARK AND WEST DRIVE COMMUNITY PARK)\***

§ 97.01	Fees.
§ 97.02	Hours.
§ 97.03	Closed areas.
§ 97.04	Rules and regulations.
§ 97.05	Vehicles.
§ 97.06	Alcoholic beverages, intoxicated persons prohibited.
§ 97.07	Noise.
§ 97.08	Animals, pets.
§ 97.09	Injury to buildings or property.
§ 97.10	Proper attire.
§ 97.11	Toddler Park.
§ 97.12	Organized games.
§ 97.13	Fires prohibited.
§ 97.14	Ejection from park.
§ 97.99	Penalty.

**§ 97.01 Fees.**

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

**West Drive Community Park**

Residents: \$100.00 for each event

Non-Residents: \$175.00 for each event

**Philip Schonberger Tot Lot Park**

Residents: \$50.00 for each event

Non-Residents: \$100.00 for each event

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

1. Rental of the will be guaranteed for the period specified in the Park Reservation Form provided by the Village.
2. Rental of the park shall be limited to exclusive use of the pavilion, picnic tables, and benches. The park will remain open to the public.

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

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

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.02 Hours.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

\*Editor's note—Ord. No. 2009-05, § 1, adopted July 14, 2009, amended Ch. 97 in its entirety to read as herein set out. Former Ch. 97, §§ 97.01—97.14 and 97.99, pertained to similar subject matter, and derived from Ord. 83-03, passed Feb. 9, 1983.

**§ 97.07 Noise.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

Cross reference—Penalty, § 97.99.

**§ 97.08 Animals, pets.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

Cross reference—Penalty, § 97.99.

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

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

(Ord. No. 2009-05, § 1, 7-14-09)

Cross reference—Penalty, § 97.99.

**§ 97.10 Proper attire.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.11 Toddler Park.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

Cross reference—Penalty, § 97.99.

**§ 97.12 Organized games.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

Cross reference—Penalty, § 97.99.

**§ 97.13 Fires prohibited.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.14 Ejection from park.**

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

(Ord. No. 2009-05, § 1, 7-14-09)

**§ 97.99 Penalty.**

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

(Ord. No. 2009-05, § 1, 7-14-09)



## North Bay Village

Administrative Offices

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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**

**MAY 12, 2015 - 7:30 P.M.**

---

1. **CALL TO ORDER**

The meeting was called to order by Mayor Connie Leon-Kreps at 7:33 p.m. The Mayor read the rules of conduct for the proceeding.

**PLEDGE OF ALLEGIANCE**

Al Coletta led the Pledge of Allegiance.

A moment of silence was observed in the death of Joan Geller, the mother of former Mayor and Village Attorney Joseph Geller.

**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  
Village Planner Jim LaRue  
Yvonne P. Hamilton, Village Clerk  
Jenorgen Guillen, Deputy Village Clerk

2. **A. PROCLAMATIONS AND AWARDS**

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

The Mayor read a proclamation into the record recognizing June 1-5, 2015 as Code Enforcement Officers Appreciation Week. Code Enforcement Officers Maurice Murray and Maria Tovar accepted the proclamation.

**B. SPECIAL PRESENTATIONS**

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

Mr. Puig made gave an update on the Baywalk Plaza Area project, development of the areas north and south of Kennedy Causeway at the east end of the Village, that connect at the street level, into green areas with a passive park, with seating areas and planters on each side next to the water.

**C. ADDITIONS AND DELETIONS**

Commissioner Richard Chervony made a motion to hear Item 13A and Item 15A after Item 11. The motion died for lack of a second.

Without objection, Commissioner Richard Chervony requested that the Community Enhancement Board's recommendations be addressed under the New Business section of the meeting.

Vice Mayor Jorge Gonzalez made a motion to move Item 15A after 15G. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes. Commissioner Richard Chervony voted No.

Commissioner Wendy Duvall made a motion to continue Item 13C to the June 9, 2015 Commission Meeting. 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.

Commissioner Wendy Duvall made a motion to hear Item 13A after the Consent Agenda. 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.

**3. GOOD & WELFARE**

Al Coletta, of 7904 West Drive, Benjia Morgenstern, of 7830 Miami View Drive, Kevin Vericker, of 7520 Hispanola Avenue, Andreana Jackson, of 1900 S. Treasure Drive, Raul Dominquez, of 7904 West Drive, and Connie Garcia, of 7521 Center Bay addressed the Commission.

**4. BOARD REPORTS**

**A. COMMUNITY ENHANCEMENT BOARD**

The Chair Andreana Jackson reported on the April 23, 2015 Commission Meeting, and requested that the Commission take action on certain items.

**B. PLANNING & ZONING BOARD**

A report was not provided.

**C. YOUTH & EDUCATION SERVICES BOARD**

The Mayor read the reports from the March 16, 2015 and the May 6, 2015 meetings into the record.

**5. PUBLIC SAFETY DISCUSSION**

The Acting Chief Brian Collins discussed public safety issues.

**6. COMMISSIONERS' REPORTS**

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

**7. VILLAGE ATTORNEY'S REPORT**

The Village Attorney Robert L. Switkes gave a verbal report.

**8. VILLAGE MANAGER'S REPORT**

The Village Manager discussed his written report, which was included as part of the agenda package.

The Village Planner Jim LaRue, of LaRue Planning Management Services, Inc., explained proposed changes to the Village Code to ensure that compact parking spaces approved for developments use valet parking in perpetuity and require an annual Business Tax Receipt for the valet parking.

**B. Revised Trash Removal Schedule**

The Public Works Director Rodney Carrero-Santana presented and discussed the proposed revised trash removal schedule for each of the islands. It was the consensus of the Commission for the schedule to be revised and brought back for consideration.

**A. Grant Writer's Report**

The Village Grant Writer Lakeesha Morris, from Belltower Group, gave an update on grants.

**9. FINANCE REPORT**

The Finance Director Bert Wrains reported on the financial status of the Village as of April 30, 2015.

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

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

**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)**

- 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)**
- 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)**
- 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)**

Commissioner Richard Chervony made a motion to approve the Consent Agenda, Items 10A through 10E. 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.

The Mayor recessed the meeting at 9:58 p.m. The meeting reconvened at 10:08 p.m.

- 13A. 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 Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the ordinance, and Commissioner Wendy Duvall seconded the motion.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., made a brief presentation recommending approval of the ordinance on second reading.

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

The votes on the motion to approve Item 13A was approved 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.

**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 Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report recommending approval.

Steven Wernick, of Akerman LLP, One Southeast Third Avenue, 25<sup>th</sup> Floor, Miami, FL 33131, presented the request to the Commission.

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.

Kevin Vericker, of 7520 Hispanola Avenue and Al Coletta, of 7904 West Drive addressed the Commission.

The motion to approve Item 12A 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. 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 Village Clerk read the Resolution by title.

The Village Manager Frank K. Rollason 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 floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue and Gudrin Volker, of 7517 Cutlass Avenue addressed the Commission.

The Mayor closed the floor to public comments.

The Public Works Director Rodney Carrero-Santana explained the project for removal of the bulb outs.

The vote on the motion to approve Item 12B was adopted by a 3-2 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Wendy Duvall and Commissioner Richard Chervony voted No.

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

**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 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 Resolution, and Commissioner Wendy Duvall 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 Item 13B 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.

**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.**

Item 13C was continued to the June 9, 2015 Commission Meeting.

**14. UNFINISHED BUSINESS**

There was no unfinished business.

**15. NEW BUSINESS**

**B. DISCUSSION REGARDING PUBLIC RECREATION DOCKS AT DR. PAUL VOGEL PARK (COMMISSIONER RICHARD CHERVONY)**

Commissioner Richard Chervony discussed the need for rules and regulations to be created for any docks that would be constructed at Dr. Paul Vogel Community Park.

**C. APPOINTMENT OF NORTH BAY VILLAGE PELICAN HARBOR SEABIRD COORDINATOR (*VICE MAYOR JORGE GONZALEZ*)**

Vice Mayor Jorge Gonzalez tabled the item to provide an opportunity for other interested candidates to apply and to develop criteria.

**D. NORTH BAY VILLAGE PARKS' HOURS (*COMMISSIONER RICHARD CHERVONY*)**

It was the consensus of the Commission that the parks be opened from sunrise until 9:00 p.m. on a trial basis for three (3) months.

**E. DISCUSSION REGARDING POLICE BODY WORN CAMERAS FEDERAL GRANT (*MAYOR CONNIE LEON-KREPS*)**

No action was taken on this item.

**F. EVALUATION OF VILLAGE MANAGER AND VILLAGE ATTORNEY (*MAYOR CONNIE LEON-KREPS*)**

It was the consensus of the Commission for this matter to be deferred to the June Commission Meeting for the Village Labor Attorney to be consulted as to how the evaluation of the Village Manager and the Village Attorney should be handled.

**G. DISCUSSION REGARDING PARKING ON TREASURE ISLAND (*MAYOR CONNIE LEON-KREPS*)**

It was the consensus of the Commission for the Village Manager to begin a parking study on Treasure Island.

Commissioner Wendy Duvall left the meeting at 11:06 p.m.

Vice Mayor Jorge Gonzalez, President of 360 Condominium Association, recused himself from participating in discussion on Item 15A and left the meeting at 11:10 p.m.

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

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

Commissioner Richard Chervony made a motion to hold a Special Commission Meeting on May 28, 2015 to discuss baywalk access. Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Al Coletta, of 7904 West Drive and Kevin Vericker, of 7520 Hispanola Avenue addressed the Commission.

The Mayor closed the floor to public comments.

It was noted that certain developers with properties on the causeway were putting a consortium together to develop a baywalk plan.

Commissioner Richard Chervony requested that all eight properties (360 Development, 7900 Harbor Island Drive, Cielo, 7935-7937 East Drive, The Adagio, 7939 East Drive, Eloquence, 7928-7930 East Drive, Blue Bay, 7927-7929 West Drive, Space 01, 7934 West Drive, Bay View Terrace, 1625 Kennedy Causeway, and Bridgewater, 1881-1909 Kennedy Causeway, requiring baywalk access be listed on the agenda of the Special Commission Meeting set for May 28, 2015..

Without objection, Commissioner Eddie Lim suggested that talking points such as baywalk access, security, lighting, hours of operation, etc. be provided to the residents to provide an idea of what will be discussed at the meeting.

#### **H. COMMUNITY ENHANCEMENT BOARD RECOMMENDATIONS**

No action was taken on this item.

#### **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**

The Minutes were deferred to the June 9, 2015 Commission Meeting.

#### **17. ADJOURNMENT**

The meeting adjourned at 11:34 a.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*This 9th day of June 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**

**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.**

#### **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.)