



North Bay Village

Administrative Offices

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

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

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

VILLAGE HALL

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

TUESDAY, SEPTEMBER 8, 2015

7:30 P.M.

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. **RESIDENT REINALDO TRUJILLO**
2. **CHILDHOOD CANCER AWARENESS MONTH – SILVIA DOMINGUEZ, MYSTIC FORCE FOUNDATION**
3. **THE CUTTING ROOM – 1666 KENNEDY CAUSEWAY, SUITE #100**

B. SPECIAL PRESENTATIONS

- A. **JOSEPH CENTORINO, EXECUTIVE DIRECTOR
MIAMI-DADE COUNTY COMMISSION ON ETHCIS AND
PUBLIC TRUST**
- B. **HOUSE REPRESENTATIVE DAVID RICHARDSON
PLASTIC BAGS BAN**

**C. MICHAEL HYMAN – LEGAL COUNSEL FOR BAYSHORE,
YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION**

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, ACCEPTING A FISCAL YEAR 2015-16 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$25,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT, AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The proposed Resolution will accept grant funding of \$25,000 to be used for the development and implementation of strategically important land use and infrastructure policy objectives from the Village's Comprehensive Plan.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, DENTAL AND VISION INSURANCE OR AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH A COMPARABLE PROVIDER WITH A PRICE INCREASE NOT TO EXCEED 9%; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the renewal of health insurance for Village employees at a maximum increase of 9% for Fiscal Year 2015- 2016.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF 2016 ELDORADO BUS FROM ATLANTIC BUS SALES IN POMPAÑO BEACH UNDER THE PIGGY-BACK PROVISION, PURSUANT TO SECTION 36.25 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON).**

The proposed Resolution will authorize the purchase of a new Mini Bus with CITT funding to replace the existing circulator bus.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FY 2015 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the transfer of monies to various line items of the General Fund to cover the payout cost of Officer Mark Weinstein upon his retirement.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, AWARDED RFP 2015-001 TO ART SIGN COMPANY FOR THE REPLACEMENT OF FIVE EXISTING VILLAGE MESSAGE BOARDS LOCATED THROUGHOUT THE VILLAGE, WITH FIVE LED PROGRAMMABLE MESSAGE BOARDS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT PURSUANT TO THE SCOPE OF SERVICES IN THE REQUEST FOR PROPOSALS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the installation of new Electronic Signs to replace the five blue and white bulletin boards.

- 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, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON AND VILLAGE ATTORNEY ROBERT L. SWITKES)**

The proposed Ordinance will set the qualifying dates for the 2016 General Election to elect a Mayor, North Bay Island Commissioner, and Treasure Island Commissioner.

- 1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA REGARDING A REQUEST FOR FEDERAL ACTION-VOTE OF DISAPPROVAL OF PROPOSED NUCLEAR DEAL WITH IRAN FOR THE PURPOSE OF CALLING ON THE HONORABLE MEMBERS OF THE FLORIDA DELEGATION TO THE 114TH CONGRESS TO DISAPPROVE THE PROPOSED NUCLEAR DEAL WITH IRAN; STRONGLY ENCOURAGING THE FLORIDA DELEGATION TO WORK WITH THEIR COLLEAGUES IN CONGRESS AND THE ADMINISTRATION TO ENGAGE IN FURTHER NEGOTIATIONS WITH THE P5+1, AND URGING THE ADMINISTRATION TO WORK WITH OUR ALLIES TO MAINTAIN ECONOMIC PRESSURE ON IRAN UNTIL AN AGREEMENT THAT WILL TRULY CLOSE OFF ALL IRANIAN PATHS TO NUCLEAR WEAPONS CAN BE REACHED; SETTING ANEFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY AND VICE MAYOR JORGE GONZALEZ)**

1.) Commission Action

The proposed Resolution urges Members of the Florida Delegation to the 114th Congress to disapprove the proposed nuclear deal with Iran as it genuinely falls short of the requirements laid out by both Congress and the Administration for a workable deal, and urges the Administration to work with our allies to maintain economic pressure on Iran as they continue to negotiate an agreement that will truly close off all Iranian paths to a nuclear weapon.

1.) Commission Action

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.0296, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.042, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)-SECOND READING**

The proposed Ordinance seeks to amend the Village Code to allow flexible parking solutions through the use of mechanical equipment, such as parking lifts.

1.) Commission Action

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY CEDAR ISLAND L.P. FOR 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 AT 7922 EAST 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.

1.) Commission Action

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY 1755 NBV, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

1.) Commission Action

14. UNFINISHED BUSINESS

NONE

15. NEW BUSINESS

A. APPOINTMENT OF MEMBER TO THE PLANNING & ZONING BOARD

1.) Commission Action

B. DISCUSSION OF VILLAGE POSITIONS (*MAYOR CONNIE LEON-KREPS*):

- 1. FRONT DESK SUPPORT CLERK**
- 2. PUBLIC WORKS SUPERINTENDENT**

C. STAND UP PADDLE BOARD 2016 COMMUNITY EVENT (*COMMISSIONER EDDIE LIM*)

16. APPROVAL OF MINUTES

- A. SPECIAL COMMISSION MEETING – JULY 28, 2015**
- B. REGULAR COMMISSION MEETING – JULY 14, 2015**

1.) Commission Action

17. ADJOURNMENT



Proclamation

CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, September has been designated National Childhood Cancer Awareness Month to honor those children whose lives have been lost, those irrevocably impacted by this terrible illness, and to strengthen the nation's resolve to search for a cure; and

WHEREAS, cancer is the leading cause of death by disease among U.S. children between infancy and 15 years of age; and

WHEREAS, Childhood Cancers cross all racial, ethnic, geographic, and socio-economic backgrounds, and each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and

WHEREAS, while progress against some childhood cancers has been made, cure rates for many forms of Childhood Cancer remain less than 50%, with the incidence of Childhood Cancers increasing at a more rapid rate than any other age group; and

WHEREAS, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, grandparents, loved ones and friends; and

WHEREAS, North Bay Village recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer; and

WHEREAS, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups that support patients and families by offering advice, encouragement, hope, and financial assistance, and work tirelessly to lift the spirits of children suffering from cancer.

NOW, THEREFORE, BE IT RESOLVED THAT I, MAYOR CONNIE LEON-KREPS, ON BEHALF OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA do hereby proclaim September 2015 as Childhood Cancer Awareness Month, and pay tribute to the families, friends, professionals, and communities who lend their strength to children fighting pediatric cancer.

In Witness Whereof:

Connie Leon-Kreps
Mayor Connie Leon-Kreps

Attest:

Yvonne Hamilton
Yvonne Hamilton, Village Clerk

VILLAGE MANAGER'S REPORT**TO****THE MAYOR AND MEMBER OF THE VILLAGE COMMISSION****SEPTEMBER 8, 2015**

- 1. DISCUSSION ON UNDERGROUND FPL/AT&T/ATLANTIC BROADBAND UTILITIES**
- 2. UPDATE ON SCHONBERGER PARK RENOVATION – Rodney Carrero.**
- 3. VOGEL PARK 3 MONTH TRIAL PERIOD OPERATING HOURS** - At the May 12th meeting the Commission authorized a 3-month trial period of Sunrise to 9:00pm for the summer months – do we go back to regular hours (one hour after sunrise till 6:00pm) or do we make some permanent change?
- 4. UPDATE ON GRANTS – LaKeesha Morris**



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: 9/1/2015
Reporting Period: July 1 – 31, 2015

Grants Submitted this Reporting Period:

1. Realtors' Association – Place Making Grant

Due Date: Rolling (Goal of July 15)

Amount of Request: \$2,500

Purpose: The Village will seek funding to assist with the installation of a new fence around the Schonberger Park (Tot Lot) once it has been renovated.

2. Florida Department of Emergency Management – Flood Mitigation Grant

Date Submitted: 7/17/2015

Amount Requested: \$577,875 **Match:** \$192,625

Purpose: Funding was requested to install flexible valves over approximately 50 outfalls throughout the Village. The purpose of the valves is to reduce flooding and saltwater intrusion during periods of heavy rainfall and high tide.

Grants “Under Construction”

No new grant applications are “under construction”

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 Grant (\$1,000 allocation):** During the month of June 2015, LaKeesha submitted the “Desk Monitoring” requirements for the FDLE grant received for the Contract #2015-JAGD-DADE-4-R1-070. During the desk monitoring, FDLE requests information about the Village’s policies and procedures (i.e. purchasing policy, fiscal monitoring, civil rights compliance, etc.). The Village has



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completed all required reports to closeout this grant and was found to be in full compliance with the contract.

Grant Updates

This section provides updates on new grants for which the Village has been awarded funding.

1. Florida Department of Economic Opportunity – Technical Assistance Grant

Date Awarded: July 17, 2015

Amount Awarded: \$25,000

Purpose: LaKeesha Morris, Grant Writer and Jim LaRue, Village Planner worked together to prepare this grant to secure funding for the development of an economic development plan and updates to the comprehensive plan.



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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: 9/1/2015
Reporting Period: August 1 – 31, 2015

Grants Submitted this Reporting Period:

No grants were submitted during the month of August.

Grants “Under Construction”

1. Florida Department of Law Enforcement

Date Due: TBA

Amount of Request: \$2,256

Purpose: Funding will be used to purchase additional Automated External Defibrillator (AED) machines for police patrol cars.

Grant Reporting/Implementation Activities

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

- **Florida Inland Navigation District:** LaKeesha completed the required quarterly and closeout report for the FIND Grant award to the Village in 2012 in the amount of \$50,250. The purpose of this grant was to complete the design and begin the permitting phase for the Baywalk Plaza Area.
- **Florida Department of Environmental Protection:** LaKeesha completed the quarterly report for the DEP grant via State Appropriation that was awarded to the Village in 2014 in the amount of \$600,000 for the renovation of the Village’s stormwater drainage system.
- **Florida Department of Economic Opportunity (DEO):** LaKeesha and Jim LaRue worked together with Mr. Adam Biblo from the DEO to finalize the Scope of Work for the new grant awarded to the Village in July 2015 in the amount of \$25,000 to create a strategic plan for economic development. LaKeesha also prepared the resolution documents



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requested approval from the Village's Mayor and Commissioners to enter into a contract with DEP accepting the grant award. This resolution will appear on the September agenda.

Grant Updates

This section provides updates on new grants for which the Village has been awarded funding.

1. Florida Inland Navigation District

Date Awarded: August 28, 2015

Amount Awarded: \$200,000

Purpose: The purpose of this grant is to fund the construction of Baywalk Plaza Area – Phase IIA in accordance with the design plans prepared by Kimley Horn and Associates and finalized in July 2015.



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NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: September 8, 2015

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

FROM: Frank Rollason 
Village Manager

SUBJECT: FY 15-16 - Community Planning Technical Assistance Grant

RECOMMENDATION REQUEST

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015-16 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$25,000 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT

BACKGROUND AND ANALYSIS

Funding Source: Florida Department of Economic Opportunity
Program Title: FY 2015-16 Community Planning Technical Assistance Grant
Amount Awarded: \$25,000 **Match Required:** \$0

On June 17, 2015, North Bay Village requested FY 2015-16 Technical Assistance Grant funding from the Florida Department of Economic Opportunity (DEO) to develop a Planning and Economic Development Strategy focused on revitalizing businesses along the Village's commercial corridor. Through funding support from the State's Community Planning Technical Assistance Grant program, the Village desires to develop and implement strategically important land use and infrastructure policy objectives from the Comprehensive Plan. The overall goal is to create a planning framework that better coordinates and strategically aligns land planning decisions, capital infrastructure improvement programming, and revenue forecasting.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

On July 17, 2015, the Village received notification that the Florida DEO approved the grant request in the amount of \$25,000. This verbal notification was followed by a formal letter (Attachment A: Award Letter).

Proposed Program

The North Bay Village Planning and Economic Development/Redevelopment Strategy (Strategic Plan) is proposed to create a meaningful and authentic public decision making process for the development of a strategic plan. The planning framework for this effort will examine these select elements for incorporation and alignment:

- identify economic redevelopment opportunities and targeted businesses
- establish desired land use patterns and uses for select existing and future growth areas
- identify infrastructure deficiencies and existing utility level of service standards
- provide clarity to financial and revenue programs
- confirm public and key stakeholder agreements
- create a sound capital infrastructure program schedule

Since July 17, 2015, the Village has worked with staff from the Florida DEO to develop a scope of work that details the expected outcomes of this project.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Village Manger to execute FY 15-16 - Community Planning Technical Assistance Grant; in accordance with the scope of work found in Exhibit "A".



North Bay Village

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MEMORANDUM

North Bay Village

DATE: August 10, 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 A FISCAL YEAR 2015-16 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$25,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015-16 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$25,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT, AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Florida Department of Economic Opportunity released the FY 2015-16 Community Planning Technical Assistance grant pursuant to section 163.3168, F.S., and Specific Appropriation 2237, Chapter 2015-232, Laws of Florida; and

WHEREAS, the purpose of the technical assistance grant is to assist counties and municipalities in developing economic development strategies, meeting the requirements of the Community Planning Act, addressing critical local planning issues, and promoting innovative planning solutions to challenges identified by local government applicants; and

WHEREAS, the Village desires to develop a Planning and Economic Development Strategy focused on revitalizing businesses along the Village's commercial corridor; and

WHEREAS, the Village was awarded a grant in the amount of \$25,000 to assist with the development of the Strategic Plan; and

WHEREAS, the Village finds that this resolution will promote the economic development and welfare of the Village and its residents.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Grant Accepted. The acceptance of the award of a FY 2015-16 Community Planning Technical Assistance Grant in the amount of \$25,000 is hereby approved.

Section 3. Village Manager Authorized. The Village Manager is authorized to negotiate with the Florida DEO and execute the subsequent contract documents that will include the Scope of Work, in substantially the form attached hereto as Exhibit "A", on behalf of the Village.

Section 4. Effective Date. This Resolution shall be effective 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 8th day of September, 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: FY 2015-2016 Community Planning Technical Assistance Grant

ATTACHMENT 1

SCOPE OF WORK

- 1. PROJECT DESCRIPTION:** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2237, Chapter 2015-232, Laws of Florida.

North Bay Village will produce an Economic Development/Redevelopment Strategic Plan ("Strategic Plan") establishing strategies to retain existing businesses and service providers and attract new businesses and service providers necessary to meet Village residents' needs. The development of the Strategic Plan will consider current opportunities and challenges to business development, including those deriving from the Village's planning policy, land development regulatory approach, infrastructure set, future capital improvements plan, and residents' sentiments. The Strategic Plan will be developed through the analysis of existing conditions and planning documents, with the input of the general public, Village staff, and the Village's elected officials. Included among the strategies provided in the Strategic Plan will be a capital improvements plan and recommendations to the Village Commission for amendments to the Village's comprehensive plan to facilitate attraction and retention of businesses and service providers.

- 2. GRANTEE RESPONSIBILITIES:** To perform the tasks and timely provide DEO with the deliverables identified in the table in section 4 below pursuant to the terms of this Agreement.
- 3. DEO'S RESPONSIBILITIES:** To receive and review deliverables and, upon approval of deliverables, process payment pursuant to the terms of this Agreement.
- 4. DELIVERABLES:** The specific deliverables, performance measures, due dates, and payment amount are set forth in the following table:

Deliverables	Performance Measures	Due Date	Payment Amount
<p>Deliverable 1) Obtain relevant background data</p> <p>Prepare a compendium of data and information needed to analyze redevelopment opportunities and opportunities for new business growth in the Village. Data and information to obtain include: existing land use map(s), the Village's Future Land Use Map; the Village's Official Zoning Map; maps and inventories of current businesses; and vacant properties; an assessment of current businesses and business conditions.</p>	<p>1) Copies or digital images of the following documents:</p> <ul style="list-style-type: none"> a) Existing land use map(s); b) the Village's Future Land Use Map; c) the Village's Official Zoning Map; d)) Maps and inventories of current businesses, and vacant properties. The Businesses must be classified at no less than a 3-digit North American Industry Classification System (NAICS) level. Maps shall also indicate zoning and FLUM Designation (may be combined on a single map or illustrated on separate maps). <p>Maps shall be reproduced at a scale within the range of 1" = 1000' to 1" = 300' and no larger than 24" x 36", in either pdf or hardcopy format.</p> <p>2) An assessment of business conditions, provided in either pdf or hardcopy format. The assessment shall discuss the Village's business environment, including conditions and factors supporting business development and retention, as well conditions and factors inhibiting business development/retention. At a minimum, the assessment shall include an evaluation of: physical access to businesses; structural conditions of businesses; adequacy of infrastructure serving businesses; non-conforming use issues affecting businesses; and, signage issues affecting businesses. The assessment shall identify the largest business sectors operating within the Village by no less than a 2-digit NAICS level.</p>	<p>Nov. 30, 2015</p>	<p>\$4,000</p>

<p>Deliverable 2) Obtain input from the public, staff, and stakeholders regarding economic redevelopment opportunities, the demand for businesses and services within the community, and potential impediments to business development</p> <p>A) Identify types of businesses and services demanded/preferred by residents and infrastructure needs/concerns to be addressed in the Strategic Master Plan in Deliverables 5 & 6 and/or future planning documents including the comprehensive plan. Businesses will be classified at no less than 3-digit NAICS level.</p> <p>B) Hold public information meetings & obtain public input on the needs of the community and possible solutions, including:</p> <p style="padding-left: 40px;">a public meeting with the Village’s Signage Design Review Committee and/or Planning and Zoning Board; and,</p> <p style="padding-left: 40px;">a public meeting(s) with neighborhood groups and homeowners associations.</p> <p>C) Conduct a resident survey via Survey Monkey or other internet-based survey instrument regarding business & service needs in the community. The survey may be completed by residents at community meetings/events and online through a link on the Village’s website and through email to residents included in the Village’s e-mail database. The survey will include examination of the following: residents’ stated preference for particular businesses to be located within the community; residents’ <i>demand</i> for the businesses & services based upon residents’ frequency of use of particular businesses, and estimated annual expenditures for particular goods & services; the <i>need</i> for the businesses & services by querying residents’ willingness to travel to use particular businesses; and, residents’ willingness to live in close proximity to businesses and their perceptions of compatibility issues (if any) with living in close proximity to businesses.</p> <p>In advance of conducting the resident survey, the survey instrument shall be submitted to DEO for review and recommendations for refinement, if any.</p> <p>Timeframes – when will the survey be administered? How much time will residents have to respond? How much time is required to compile the survey responses? How/when will the public be informed of the survey?</p>	<p>Digital copies or images of the following documents:</p> <p>Copy of advertisement of public input meetings.</p> <p>Notes from public input meetings and from social media, including compilation of comments received by e-mail (excluding internet-based survey responses).</p> <p>Written comments and recommendations from neighborhood groups and homeowners associations.</p> <p>Digital copy (ppt format) of Microsoft PowerPoint presentation, if any.</p> <p>Draft resident survey instrument provided in Word format, via e-mail, to DEO for review, at least 10 days prior to use.</p> <p>Revised resident survey instrument, with revisions, if any, distinguished, in either pdf or hardcopy format.</p> <p>Copy of survey used and results from public input meetings and internet-based survey responses in either pdf or hardcopy format.</p> <p>Summary analysis of survey results – key implications in terms of preferences for particular businesses & services and any compatibility-related challenges for integrating these businesses into the Village. Provided in either pdf or hardcopy format.</p>	<p>Jan 11, 2016</p>	<p>\$4,000</p>
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<p>3) Identify and Analyze Infrastructure Conditions</p> <p>A) Inspect the current condition of local infrastructure, including potable water, sanitary sewage, drainage, transportation, electric, and telecommunications infrastructure. Identify locations where infrastructure is lacking or otherwise deficient/requires upgrading to support business development.</p> <p>B) Identify infrastructure-related capital improvement projects currently underway and planned for the future, as documented in an adopted planning document(s).</p> <p>C) Identify any additional infrastructure-related capital improvement projects that will be necessary to achieve or maintain the Village's level of service (LOS) standards, as stipulated in the comprehensive plan.</p>	<p>Notes from meetings with Village staff, from field inspections, including any photographs/digital imagery of infrastructure conditions. Provided in either pdf or hardcopy format.</p> <p>A map or maps of the Village depicting locations where infrastructure is lacking, otherwise deficient, or requires modification; and where infrastructure-related projects are underway, or for which funding has been committed. The map(s) is at a scale within the range of 1" = 1000' to 1" = 300' and is no larger than 24" x 36", in either pdf or hardcopy format.</p>	<p>February 4, 2016</p>	<p>\$3,000</p>
<p>4) Analyze Data & Public Input; Produce a Preliminary Draft Economic Development/Redevelopment Strategic Plan ("Strategic Plan")</p> <p>A) The draft Strategic Plan, composed of text, graphics, will include the following components:</p> <p>a) Based on deliverables 1-3, a description of the physical conditions, planning strategies and regulatory framework within the Village in terms of implications to retention and attraction of community-desired businesses & services.</p> <p>b) Based on Deliverable 2, an analysis of residents' needs & preferences for businesses & services within the Village. The analysis shall identify those businesses and services demanded by the Village residents, including residents' stated preference for particular businesses to be located within the community; residents' frequency of use of particular businesses, and residents' estimated annual expenditures for particular goods & services. By comparing this demand to the existing available businesses and services, the analysis shall estimate the need for additional businesses and services. Businesses shall be identified by no-less than a 2-digit NAICS code.</p> <p>c) An analysis of the appropriateness of the</p>	<p>A Preliminary draft Strategic Plan, including those components specified in the Deliverable 4) description (at left) in pdf and hardcopy formats.</p>		

<p>Village's Future Land Use Map (FLUM) and the Village's Official Zoning Map (Zoning) in regard to the businesses and services demanded/preferred by residents. Evaluate whether the FLUM designations and Zoning support further development of these businesses, including any issues related to non-conforming uses and compatibility with other existing and planned land uses or infrastructure.</p> <p>d) An analysis of the Village's advantages, challenges, and opportunities in terms of retaining and attracting businesses and ensuring the provision of services demanded by residents.</p> <p>e) Recommendations and strategies that the Village could use to retain and attract community-desired businesses & services, including the use of land development regulations that emphasize mixed use, walkable, compact development oriented principles.</p> <p>f) For specific recommendations for programs and capital improvement projects, include an estimate of associated costs and potential funding opportunities; list recommended capital improvement projects in tabular form.</p> <p>g) The draft Strategic Plan shall specify the appropriate timeframe for all recommendations.</p>		March 30, 2016	\$9,500
<p>5) Obtain elected official & public comment on draft plan. Revise/finalize the strategic plan based on DEO & local input.</p>	<p>Copy of public notice for meeting(s). Provided in either pdf or hardcopy format.</p> <p>Meeting records, including notes, or minutes, or presentation materials. Provided in either pdf, ppt, or hardcopy format.</p> <p>Revised strategic plan, provided in both pdf <u>and</u> hardcopy format. If revisions are not necessary, provide supporting documentation in either pdf or hardcopy format in the form of meeting minutes or Official Village correspondence (letterhead) noting revisions not required.</p>	April 15, 2016	\$1,000

<p>6) Create a draft 5-Year Capital Improvement Plan to implement the Strategic Plan</p> <p>A) Evaluate infrastructure capital improvements based need and feasibility for a short-range period.</p> <p>Develop/define the terms <i>need</i> and <i>feasibility</i> as they will be used to rank capital improvement projects. Create an objective methodology for ranking projects incorporating the factors of <i>need</i> and <i>feasibility</i>.</p> <p>B) Evaluate currently available and potentially available sources of funding capital improvement projects.</p> <p>C) Based on parts A) & B), above, produce a draft capital improvements plan.</p> <p>The draft capital improvements plan covers capital improvement projects for a 5-year period, commencing Oct. 1, 2016. The plan includes a schedule, with the following components:</p> <p>A tabular list of projects (based on part A), above, including the estimated/projected costs of each project, annually and for the total period; sources of funding for each project; project location (as applicable); and project description (as necessary). The project description may also provide information as to why the project is being undertaken.</p> <p>D) Present the draft 5-Year Capital Improvement Plan at a Public Meeting and obtain elected official & public comment on draft plan.</p> <p>E) Revise the 5-Year Capital Improvement Plan based on input.</p>	<p>Preliminary draft capital improvements schedule, as specified in the description of Part C) of Deliverable 6) (at left) provided in either pdf or hardcopy format.</p> <p>Copy of public notice for meeting(s). Provided in either pdf or hardcopy format.</p> <p>Meeting records, including notes, or minutes, or presentation materials. Provided in either pdf, ppt, or hardcopy format.</p> <p>Draft 5-Year Capital Improvement Plan with a revised capital improvements schedule, as specified in the description of Part E) of Deliverable 6) (at left) provided in either pdf or hardcopy format. If revisions are not necessary, provide supporting documentation in either pdf or hardcopy format in the form of meeting minutes or Official Village correspondence (letterhead) noting revisions not required.</p>	<p>April 21, 2016</p>	<p>\$3,000</p>
<p>8) Draft a Comprehensive Plan amendment to implement the Strategic Plan & Associated Capital Improvements Plan.</p> <p>A) Produce a draft amendment to implement the Strategic Plan & draft Ordinance to adopt the associated Capital Improvements Schedule. The amendment may modify one or more portions of the Village's comprehensive plan.</p> <p>B) Obtain input from the Department of Economic Opportunity on the content & format of the draft amendment.</p> <p>C) Revise the amendment based on input from DEO.</p>	<p>Draft comprehensive plan amendment to DEO, in Word format, via e-mail, prior to April 7, 2016, for review.</p> <p>Revised amendment, based upon feedback from DEO, provided in both pdf <u>and</u> hardcopy format.</p>	<p>April 28, 2016</p>	<p>\$500</p>
<p style="text-align: right;">Total: \$25,000</p>			

5. **SUBCONTRACTS:** Subject to the terms and conditions in Sections I.N.2. through 7. of this Agreement, Grantee may subcontract for any of the deliverables/tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager upon execution by all parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.
6. **BUSINESS DAY; COMPUTATION OF TIME:** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.
7. **REQUIREMENT TO SUBMIT PRELIMINARY DRAFT DELIVERABLES TO DEO; DEO REVIEW AND COMMENT.** Unless waived in writing by DEO, Grantee shall submit preliminary drafts of all written deliverables to DEO for review and comment no later than ten (10) calendar days before the deliverable due date. Grantee is not required to submit preliminary drafts of notices of public hearings, agendas, and public meeting sign-in sheets to DEO. DEO shall provide any written comments on each preliminary draft to Grantee no later than five (5) calendar days before the deliverable due date. The deliverable submitted to DEO for payment shall address any DEO comments on the preliminary draft deliverable. For the purpose of this Agreement, DEO's review of a preliminary draft document is not a review under the Community Planning Act. DEO's review and comments will be based on the requirements of the Community Planning Act and sound planning principles.
8. **PLAN AMENDMENTS MUST BE "IN COMPLIANCE."** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the review agencies identified in section 163.3184(2), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by review agencies and does not preclude a challenge to the plan amendment by DEO based on comments by review agencies or by an affected person.
9. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES:** Notwithstanding section II.A of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:
 - a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO's Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested).

- b. A request for extension must state the reason for the extension.
- c. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

10. REVIEW AND ACCEPTANCE OF DELIVERABLES: Deliverables shall be reviewed by DEO for sufficiency under this Agreement. Written notice of DEO's determination that the deliverable is sufficient or is not sufficient under this Agreement shall be provided to Grantee's Agreement Manager by U. S. Mail or electronic mail no later than fifteen (15) business days after receipt of the deliverable. DEO's review of any proposed comprehensive plan amendments required under the Scope of Work is not a review under the Community Planning Act but shall be based on the requirements in this Agreement, the requirements in sections 163.3177 and 163.3178, F.S., and sound planning principles. For deliverables that DEO determines are insufficient, see Section 11.b. below. The deliverable amount specified in Section 4 above does not establish the value of the deliverable.

11. FINANCIAL CONSEQUENCES: Pursuant to Section 1.E.8. of this Agreement, the following financial consequences shall be imposed for Grantee's failure to perform in accordance with this Agreement:

a. **Late Deliverables:** If a deliverable as described in the above Scope of Work is provided to DEO more than five (5) business days late, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed until the deliverable is received by DEO. The financial consequence for a late deliverable is independent of, and does not preclude imposition of, a financial consequence if the deliverable is not sufficient to satisfy the requirements in the Scope of Work.

b. **Insufficient Deliverable; Notice; Opportunity to Cure:**

1. If DEO reasonably determines that a deliverable described in the above Scope of Work is not sufficient to satisfy the requirements in the Scope of Work, DEO shall provide notice of insufficiency and an opportunity to cure to Grantee's Agreement Manager in accordance with Section II.L. of this Agreement. Grantee shall have five (5) business days from receipt of DEO's notice to provide a corrected deliverable that addresses the issues raised in the notice of insufficiency. If Grantee does not correct the deliverable within the five (5) business day period, a financial consequence of \$50 per business day, up to a maximum of \$500, shall be assessed for each business day until the corrected deliverable is received by DEO.
2. If DEO reasonably determines that a corrected deliverable is not sufficient to satisfy the requirements in the Scope of Work, it shall provide notice to Grantee's Agreement Manager. Grantee shall not receive a second opportunity to cure. Beginning on the date of DEO's notice to Grantee that the corrected deliverable is not sufficient to satisfy the requirements in the Scope of Work, a financial

consequence of \$50 per business day, up to a maximum of \$500, shall be assessed for each business day until a sufficient deliverable is received by DEO. Each deliverable must be deemed sufficient under the Scope of Work in DEO's reasonable judgment before the end of the Agreement Period in order for payment of an invoice for the deliverable to be made.

- c. Imposition of the above described financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

12. SUBMITTAL OF INVOICES: Subject to the terms and conditions of this Agreement, invoices for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement.

13. NO PARTIAL OR PRO-RATED PAYMENTS: No partial or pro-rated payments will be made without prior written modification in accordance with Section II.A. of this Agreement.

14. ADVERTISING AND INFORMATION RELEASE: Notwithstanding Sections I.F.6. and I.F.10. of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a technical assistance grant from DEO for the work described in this Scope of Work.

15. VERIFICATION OF EXPENDITURES: Section 215.971(2)(c), F.S., requires that DEO's Agreement Manager reconcile and verify all funds received against all funds expended during the Agreement Period and produce a final reconciliation report. To facilitate preparation of a final reconciliation report, Grantee shall provide DEO's Agreement Manager with documentation to support the payment requests submitted under this Agreement either (a) with each invoice or with the final invoice. Verification of expenditures documentation shall consist of the following:

a. For Tasks Performed by a Subcontractor:

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project described in the Agreement Scope of Work.
2. Copies of invoices submitted to Grantee by the Subcontractor.
3. Proof of payment of invoices from the Subcontractor to Grantee for tasks performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

b. For Tasks Performed by Grantee's Employees:

1. A cover letter signed by the Grantee's Grant Manager certifying that the payments claimed for the deliverables were specifically for the project described in the Agreement Scope of Work. Copies of invoices submitted to Grantee by the Subcontractor.

2. Identification of Grantee's employees who performed tasks under this Agreement and, for each such employee:
 - a. The percentage of the employee's time devoted to tasks under this Agreement or the number of total hours each employee devoted to tasks under this Agreement.
 - b. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
 - c. If the employee is paid hourly, a document reflecting the hours worked times the rate is pay is acceptable.
 3. Other direct costs: invoices or receipts.
 4. In-House Charges (e.g., postage, copies, etc.): usage log that shows the units times the rate charged. The rate must be reasonable.
- 16. NOTIFICATION OF INSTANCES OF FRAUD:** Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager within twenty-four (24) chronological hours.
- 17. NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work as shall not have been terminated by DEO.
 - c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest.
 - d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT:** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.



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: August 25, 2015

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

RECOMMENDED BY:
Frank K. Rollason, Village Manager

PRESENTED BY STAFF:
Frank K. Rollason, Village Manager

SUBJECT: Health Insurance Services

RECOMMENDATION:

It is recommended that the Village enter into an agreement with either our existing health insurance providers or a comparable provider to provide health, vision and dental services to Village employees for fiscal year 15-16. The provider chosen should not impose an increase of greater than 9% of the current insurance premiums. The policies are due for renewal on October 1, 2015.

BACKGROUND:

This year health insurance renewals for municipalities such as ours have continued to see a trend high increase in premium rates across the board. Our Agent of Record, Charles Citrin of Citrin Financial, Inc., has received a proposal from our current providers United and neighborhood health for a 9% premium increase from last year. However, he continues to negotiate to lower that increase and is also looking into comparable plans from other providers that will be more economical.

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

Per contractual obligations, the Village will continue to pay 100% employee only coverage and 60% dependent coverage. The Village will continue to offer the Health insurance for elected officials who wish to pay the full premium cost for health coverage.

FINANCIAL IMPACT:

We had budgeted a 10% increase in premiums in our budget process for FY 15-16. We will have a savings of at least 1% total premium cost for fiscal year FY 15-16.

PERSONNEL IMPACT:

Since premiums went up, there will be an increase in employee bi-weekly deductions for FY 15-16. The total monthly premiums increase will also affect any elected official who wishes to join.



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MEMORANDUM

North Bay Village

DATE: August 31, 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 RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, DENTAL AND VISION INSURANCE OR AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH A COMPARABLE PROVIDER WITH A PRICE INCREASE NOT TO EXCEED 9%; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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, APPROVING RENEWAL PRICING FOR THE VILLAGE'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH, DENTAL AND VISION INSURANCE OR AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH A COMPARABLE PROVIDER WITH A PRICE INCREASE NOT TO EXCEED 9%; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, in 2014 the Village awarded a contract to Neighborhood/United Health for the health, dental, and vision insurance coverages included in the Group Insurance Program for Village employees for Fiscal Year 2014-2015; and

WHEREAS, the Village's Group Insurance Broker/Consultant, Citrin Financial Group solicited proposals and negotiated a 9% increased rate from the current prices for Fiscal Year 2015-2016; and

WHEREAS, Citrin Financial Group continues to negotiate for a lower rate with other providers; and

WHEREAS, the Village Manager recommends either renewal of the pricing terms for Neighborhood/United Health Care for health, dental, and vision insurance for FY 2016 or enter into a new agreement with a comparable provider at a rate not to exceed 9%.

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 Renewed Pricing Terms. The Village Manager is authorized to renew the pricing terms with Neighborhood/United Health Care for health, dental and vision insurance for Fiscal Year 2015-2016 or enter into an agreement with a comparable provider at a rate not to exceed 9%.

Section 3. Execution of any Required Agreements. The Village Manager is authorized to execute any required agreements, subject to the approval as to form and legality by the Village Attorney.

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

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to enforce health, dental and visual insurance coverage for Village employees for Fiscal Year 2015-2016.

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

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 18th day of September 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: Health, Vision, and Dental Insurance for FY 2015-2016.



North Bay Village

Administrative Offices

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: September 8, 2015

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

RECOMMENDED BY STAFF: Bert Wrains, Finance Director

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: Approval of purchase of a 2016 Eldorado Bus from Eldorado National – Kansas through their franchisee dealer Atlantic Bus Sales – Pompano Beach Sales

BACKGROUND:

North Bay Village has entered into an Interlocal Agreement with Miami-Dade County to receive a portion of the CITT gas tax funds collected County wide. The agreement provides that the Village will operate a collector/circulator bus route. In 2007 the Village purchased the bus which we currently operate for that purpose. The bus, the operators and the associated costs of the collector/circulator bus route qualify for 100% funding out of the CITT gas tax revenues. The FY 2015 revenue from the CITT gas tax is estimated to be \$209,766 and the Village is required to continue our "Maintenance of Effort" of \$55, 248. Our agreement requires that 20% of those funds each year are used on "Transit Expenses" for the bus route expenses, which include the expenses for the bus and wages for the 2 part time drivers we have. We have received written approval that a new bus qualifies for funding with CITT funds.

The current bus is 8 years old and it was refurbished last year, but it needs to be replaced due to mechanical issues. Also, the Village is working with Miami-Dade County to allow the Village to extend our bus route to include some trips to Aventura Mall and some locations in the Miami downtown area. These trips would not be to replace any MDC transit route but would operate only at specific times and enhance service to our residents. This service cannot be used as a specific pickup and delivery for an individual, (door to door service is offered by Miami-Dade County Transit).

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

We must publish and maintain our services on a route basis. This service is provided at no charge to any rider. The County would allow the Village to charge a fee, but 100% of the fees would have to be used to offset the cost of providing the bus service.

We contacted Miami-Dade Transit, State of Florida purchasing, as well as a couple of cities that provide this type of bus services. We could not locate a local bid for the type of bus we are looking to purchase to replace our existing Eldorado Bus. We have located a bid that meets our needs and our purchasing code. We can piggyback the purchase off of a bid through the Houston-Galveston Area Council of Governments (H-GAC). This is an agency very similar to the National Joint Powers Alliance (JNPA) which the Village is already a member of.

It is recommended that the Commission approve the purchase of one 2016 Eldorado Aeroelite 24 passenger bus from Atlantic Bus Sales in Pompano Beach in the amount of \$89,255. This would be a “piggyback” purchase through the Houston-Galveston Area Council (H-GAC).

BUGETARY IMPACT (Finance Dept.):

The FY 2014 Transportation Fund (CITT) budget contained \$90,000 for the purchase of a new bus for the Village’s circulator/collector bus route services. We did not budget the funds into FY 2015 as we felt at the time we could get the bus purchased out of FY 2014 funding. The CITT Transportation Fund had \$510,286 as of September 30, 2014 that is “Restricted” for Transportation Projects and is the funding source for this purchase. This will still provide sufficient funding for the anticipated street resurfacing projects in conjunction with the Water and Sewer Rehabilitation Projects.

PERSONNEL IMPACT:

None.



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: August 31, 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 PURCHASE OF A 2016 ELDORADO BUS FROM ELDORADO NATIONAL-KANSAS, INC.- ATLANTIC BUS SALES IN POMPANO BEACH UNDER THE PIGGY-BACK PROVISION, PURSUANT TO SECTION 36.25 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF A 2016 ELDORADO BUS FROM ELDORADO NATIONAL-KANSAS, INC.-ATLANTIC BUS SALES IN POMPAÑO BEACH UNDER THE PIGGY-BACK PROVISION, PURSUANT TO SECTION 36.25 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON).

WHEREAS, in 2007 the Village entered into an Interlocal Agreement with Miami-Dade County to operate a collector/circulator Transit Bus route with full funding out of the CITT gas taxes; and

WHEREAS, staff has identified the need to acquire a new 24-passenger Village Transit Bus at a cost of \$89,255 to replace the existing circulator bus that has been in operation for over eight years and which has experienced severe mechanical issues; and

WHEREAS, Miami-Dade County CITT Coordinator has advised the Village that the surtax funds can be utilized for the purchase of the new bus; and

WHEREAS, the Village wishes to piggyback the purchase of the bus from Atlantic Bus Sales in Pompano Beach, under a contract that was entered into between Houston-Galveston Area Council of Governments (H-GAC) and Atlantic Bus Sales on January 9, 2014 through a competitive bidding process; and

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

WHEREAS, the Village Commission finds that the purchase of the new bus is in the best interest and general welfare of the residents.

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

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Authorization to Purchase. That the Village Manager is hereby authorized to purchase a 2016 ElDorado Aerolite Bus from Atlantic Bus Sales in Pompano Beach in the amount of \$89,255, through the piggyback purchase provision under the existing contract with Houston-Galveston Area Council and ElDorado National-Kansas, Inc.

Section 3. Implementation. That the Village Manager is authorized to sign any related agreements and take any and all action, which is necessary for the purchase of the circulator bus.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Commission of North Bay Village, Florida, this 8th day of September, 2015.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Eddie Lim. 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 8th day of September, 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

Resolution: Purchase of 2016 Eldorado Aerolite 24 Passenger Bus-Atlantic Sales



2016 Eldorado AeroElite

North Bay Village

HGAC Contract No: BT01-14

August 17, 2015

Atlantic Bus Sales

1200 South Dixie Hwy West
Pompano Bch, FL. 33060

Phone: (954) 941-7722

Toll Free: (800) 762-7433

Fax: (954) 941-7466

www.atlanticbussales.net

A Full Service Bus Dealership Since 1985



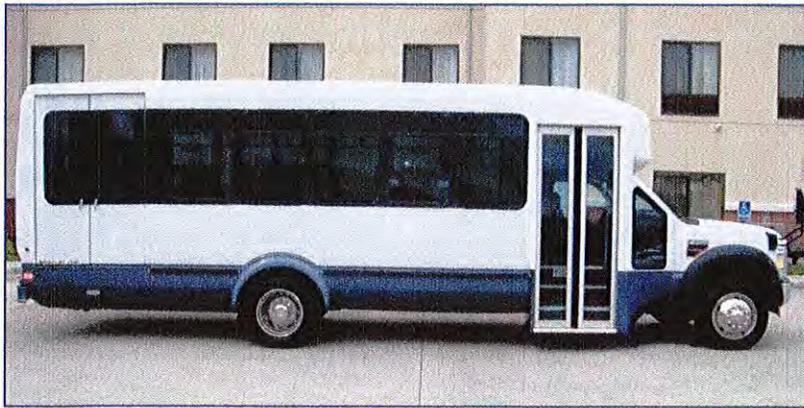


ATLANTIC
BUS SALES

www.atlanticbussales.net

2016 ELDORADO AEROELITE

Ford F550 Chassis – 6.7L Diesel Engine
24 Passengers w/ 2 WC & Flip Seats + Driver
HGAC Contract No: BT01-14



EXAMPLE PICTURES SHOWN – EQUIPMENT AND OPTIONS WILL VARY

Standard Equipment:

- * Ford Model F-550
- * Engine – 6.7L Diesel
- * 19,500 GVW Chassis
- * Front suspension, w/piston-gas shocks
- * 4 wheel disc brakes w/ABS
- * Power assist steering w/tilt
- * Electronic speed control
- * Six (6) 225/700Rx19.5G tires
- * 6 Speed Automatic Transmission
- * Dual 155 amp Alternator
- * Dual batteries
- * Fuel capacity: 40 Gallons
- * Intermittent windshield wipers
- * Heavy duty front bumper
- * Steel- reinforced composite body w/5 yr., 100K mile warranty
- * Bright white, impact resistant, non corrosive, gelcoated, FRP exterior body panels
- * Sidewall features 1/4" steel, diagonally reinforced passenger area crash barrier which includes seat mounting track
- * Trac Lok seat track allows easy seat moving or removal
- * Ford's floor frame consists of 2" x 2", 11-gauge outriggers mounted on 11-gauge C-channel mounted on rubber shock dampeners
- * 3/4" exterior grade plywood floor undercoated and edge sealed prior to installation

- * Heavy duty transit rubber w/ ribbed aisle
- * Stainless steel safety stanchions on each side of the aisle at entry
- * Curb side modesty panel with entry assist handrail
- * Interior driver rear view mirror
- * Deluxe exterior mirrors with convex mirror
- * Heavy duty 12-gauge steel rear wrap around bumper powder coated white to match body
- * High-back driver seat
- * Master electric panel easily accessible in operator compartment
- * Ergonomically designed switch control panel
- * All wiring color, number and function coded
- * All wiring loomed and secured in position with loom ties
- * Door-activated interior lights w/ driver override
- * Operator map light
- * Passenger windows are top T-slide, ventilating, w/ maximum tinting
- * All stainless steel powder coated wheelchair, entry door frame

Included Extra Features & Upgrades:

- USB Manual – Parts/Elect
- 6" Tire Valve Extensions
- Exhaust, Streetside
- Fast Idle w/ Interlock

1200 South Dixie Hwy West * Pompano Bch, FL. 33060
Phone: (954) 941-7722 * Toll Free: (800) 762-7433 * Fax: (954) 941-7466



2016 ELDORADO AEROELITE

Ford F550 Chassis – 6.7L Diesel Engine
24 Passengers w/ 2 WC & Flip Seats + Driver
HGAC Contract No: BT01-14

Included Extra Features & Upgrades (Continued):

- 30" Electric Passenger Entry Door
- Rear Door w/ Emergency Exit Decal & Door Ajar Buzzer
- 125,000 BTU Air Conditioning
- 35,000 BTU Heat
- Freedman Mid-Back Passenger Seating
- Arm Rests & Grab Handles – Aisle Side
- Level 1 – Color Selection Needed
- Freedman Double Foldaway Seats (2)
- Manual Seat Belts – All Passengers
- OEM Drivers Seat – Matching Passenger Seats
- Overhead Handrails (2)
- Reverse Alarm
- Two-way Radio Pre-Wire Only
- Radio – AM/FM/CD
- Front End Alignment
- Starquest Top-T Window Package
- 6"x9" Interior Rear View Mirror
- LED Exterior Lighting Package
- Standee Line – White
- Wheel Inserts
- Cabliner w/ Storage
- Right Hand Entry Assist Handrail
- Stainless Steel Screws - Exterior
- Ricon Lift Package
- Q-Straint Tie Down System w/Storage Bags
- ADA Decals
- ADA Light Skirt Mount & Interior Lift Light
- Safety Package Included Consisting of; Fire Extinguisher, First Aid Kit, Triangle Kit

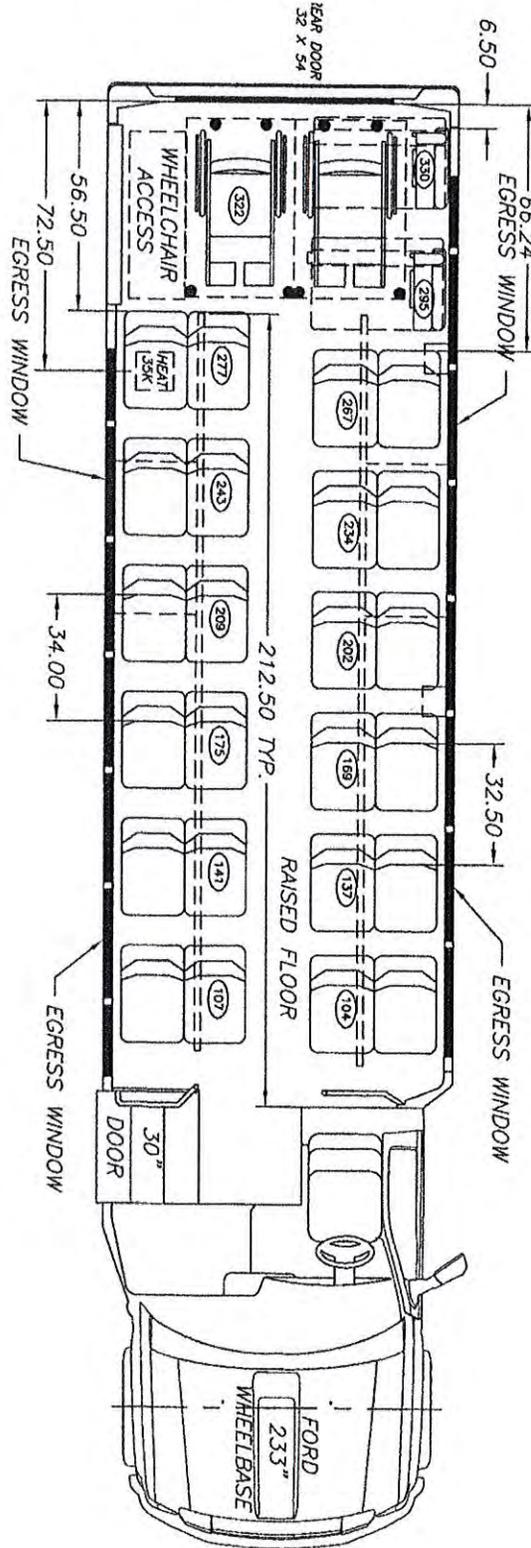
Price: \$89,255.00

Price Includes Freight and Licensing

1200 South Dixie Hwy West * Pompano Bch, FL. 33060
Phone: (954) 941-7722 * Toll Free: (800) 762-7433 * Fax: (954) 941-7466

2016 ELDORADO AEROELITE

Ford F550 Chassis – 6.7L Diesel Engine
 24 Passengers w/ 2 WC & Flip Seats + Driver
 HGAC Contract No: BT01-14



1200 South Dixie Hwy West * Pompano Bch, FL. 33060
 Phone: (954) 941-7722 * Toll Free: (800) 762-7433 * Fax: (954) 941-7466

Yvonne Hamilton

From: Toledo, Nestor (CITT) <NTOLEDO@miamidade.gov>
Sent: Thursday, August 14, 2014 10:40 AM
To: Bert Wrains
Subject: RE: Transit bus

Bert:

You may use surtax funds for the purchase of either buses. Looks good. Would like to get photos once in service for our newsletter.

From: Bert Wrains [<mailto:bwains@nbvillage.com>]
Sent: Wednesday, August 13, 2014 5:17 PM
To: Toledo, Nestor (CITT)
Subject: RE: Transit bus

Nestor,

I have located 2 buses that are on contracts that I can "Piggyback" on.

They have a 16 passenger w/2 wheelchair ramps for \$70,000 and a 24 passenger w/ 2 wheel chair ramps for \$90,000. We currently have a 19 passenger bus with no wheel chair ramps. We like to get a slightly larger one with wheel chair ramps.

Is there any CITT requirements that I have to meet to be able to use CITT funding for the \$90,000 bus.

Please let me know if you have any questions on this.

Bert Wrains, Finance Director
1666 Kennedy Causaeway Sutie 300
North Bay Village, Fl 33141
bwains@nbvillage.com
Office 305-756-7171
Cell 954-610-7979

From: Toledo, Nestor (CITT) [<mailto:NTOLEDO@miamidade.gov>]
Sent: Wednesday, June 25, 2014 10:20 AM
To: Bert Wrains
Subject: RE: Transit bus

Bert:

I will double check with MDT again and get back to you as soon as possible.

From: Bert Wrains [<mailto:bwains@nbvillage.com>]
Sent: Wednesday, June 25, 2014 10:17 AM
To: Toledo, Nestor (CITT)
Cc: Frank Rollason; Bert Wrains
Subject: Transit bus

Nestor,

When we spoke last week you said that you would send me some of the county's recent bids for buses. We need to buy a new one.

- [Contract Form \(ILC\)](#)
- [HGACBuy Public Safety Project](#)
- [Frequently Asked Questions \(FAQs\)](#)
- [Disaster / Emergency Letter of Intent](#)
- [Becoming An HGACBuy Contractor](#)

LIST OF END USERS

[Alabama](#) | [Alaska](#) | [Arizona](#) | [Arkansas](#) | [California](#) | [Colorado](#) | [Connecticut](#) | [Delaware](#) | [District of Columbia](#) | [Florida](#) | [Georgia](#) | [Idaho](#) | [Illinois](#) | [Indiana](#) | [Iowa](#) | [Kansas](#) | [Kentucky](#) | [Louisiana](#) | [Maine](#) | [Maryland](#) | [Massachusetts](#) | [Michigan](#) | [Minnesota](#) | [Mississippi](#) | [Missouri](#) | [Montana](#) | [Nebraska](#) | [Nevada](#) | [New Jersey](#) | [New Mexico](#) | [New Hampshire](#) | [New York](#) | [North Carolina](#) | [North Dakota](#) | [Ohio](#) | [Oklahoma](#) | [Oregon](#) | [Pennsylvania](#) | [Rhode Island](#) | [South Carolina](#) | [South Dakota](#) | [Tennessee](#) | [Texas](#) | [Utah](#) | [Vermont](#) | [Virginia](#) | [Washington](#) | [West Virginia](#) | [Wisconsin](#) | [Wyoming](#)



End User	City
Florida	
Abilities, Inc. of Florida (FL)	Clearwater
Adopt-A-Family of the Palm Beaches, Inc. (FL)	Lake Worth
Alachua County (FL)	Gainesville
Alzheimer:s Community Care Inc. (FL)	West Palm Beach
American Red Cross-Martin County Chapter (FL)	Stuart
ASPIRA of Florida, Inc. (FL)	West Palm Beach
Bay County (FL)	Panama City
Bridges BTC Inc. (FL)	Rockledge
Broward County Housing Authority (FL)	Lauderdale Lakes
Catalyst Schools (FL)	Chicago
Center for Independent Living of Broward Inc. (FL)	Fort Lauderdale
Center for Independent Living of south Florida (FL)	Miami
Charlotte County Board of Commissioners (FL)	Port Charlotte
Chemical Addictions Recovery Effort, Inc. (FL)	Panama City
Citrus County School Board (FL)	Inverness
City of Aventura (FL)	Aventura
City of Boca Raton (FL)	Boca Raton
City of Bradenton (FL)	Bradenton
City of Callaway (FL)	Callaway
City of Cape Coral (FL)	Cape Coral
City of Cocoa (FL)	Cocoa
City of Coral Gables (FL)	Coral Gables
City of Crestview (FL)	Crestview
City of Deerfield Beach (FL)	Deerfield Beach
City of DeLand (FL)	DeLand
City of Deltona (FL)	Deltona
City of Doral (FL)	Doral
City of Edgewater (FL)	Edgewater
City of Eustis (FL)	Eustis
City of Fort Lauderdale (FL)	Fort Lauderdale
City of Gainesville(FL)	Gainesville
City of Greenacres (FL)	Greenacres
City of Gulfport (FL)	Gulfport
City of Hollywood (FL)	Hollywood
City of Indian Rocks Beach (FL)	Indian Rocks Beach
City of Kissimmee (FL)	Kissimmee
City of Lake City (FL)	Lake City
City of Lakeland (FL)	Lakeland
City of Leesburg (FL)	Leesburg
City of Longwood (FL)	Longwood
City of Madeira Beach (FL)	Madeira Beach
City of Maitland (FL)	Maitland

City of Melbourne (FL)	Melbourne
City of Miami (FL)	Miami
City of Miami Beach (FL)	Miami Beach
City of Miami Gardens (FL)	Miami Gardens
City of Miami Springs (FL)	Miami Springs
City of Miramar (FL)	Miramar
City of North Miami (FL)	North Miami
City of North Miami Beach (FL)	North Miami Beach
City of Oldsmar (FL)	Oldsmar
City of Orlando (FL)	Orlando
City of Palm Coast (FL)	Palm Coast
City of Pensacola (FL)	Pensacola
City of South Miami (FL)	South Miami
City of St. Augustine (FL)	St. Augustine
City of St. Cloud (FL)	St. Cloud
City of Tallahassee (FL)	Tallahassee
City of Tampa (FL)	Tampa
City of Tarpon Springs (FL)	Tarpon Springs
City of Valparaiso (FL)	Valparaiso
City of Vero Beach (FL)	Vero Beach
City of West Miami (FL)	West Miami
Community Intervention Center Inc. (FL)	Tallahassee
Compass, Inc. (FL)	West Palm Beach
County of Indian River (FL)	Vero beach
Destin Water Users, Inc. (FL)	Destin
Easter Seals Florida, Inc. (FL)	Winter Park
Edventure Charter School (FL)	Hypoluxo
Englewood Water District (FL)	Englewood
Escambia County (FL)	Pensacola
Escambia County School District (FL)	Pensacola
Farmworker Coordinating Council of Palm Beach County, Inc. (FL)	Lake Worth
Florida First Capital Finance Corporation (FL)	Tallahassee
Florida Osteopathic Medical Association (FL)	Tallahassee
Florida State University (FL)	Tallahassee
Gadsden County(FL)	Quincy
Genesis Community Health, Inc.(FL)	Boynton Beach
Handy, Inc.Helping Abused Neglected Disadvantaged Youth (FL)	Ft. Lauderdale
Hillborough County Aviation Authority (FL)	Tampa
Hillsborough County School District of (FL)	Tampa
Humane Society of Sarasota County, Inc. (FL)	Sarasota
ITN Sarasota (FL)	Sarasota
Jackson County Board of County Commissioners (FL)	Marianna
Jacksonville Urban League, Inc. (FL)	Jacksonville
JEA	Jacksonville
Lake County Board of County Commissioners (FL)	Tavares
Leon County (FL)	Tallahassee
Lifespace Communities Inc dba Abbey Delray	Delray Beach
Marion County, Board of County Commissioners (FL)	Ocala
Mesifita of Greater Miami (FL)	Miami Beach
Miami-Dade County DPM (FL)	Miami
Michael-Ann Russell Jewish Community Center (FL)	North Miami Beach
Orange County Board of County Commissioners (FL)	Orlando
Palm Beach School for Autism (FL)	Lantana
Palm Beach State College (FL)	Lake Worth
Palm Healthcare Foundation, Inc. (FL)	West Palm Beach
Pensacola State College (FL)	Pensacola
Pinellas County (FL)	Clearwater
Polk County Board of County Commissioners (FL)	Bartow
Proud Papas Organization Corp.(FL)	Orlando
Quantum House, Inc. (FL)	West Palm Beach

Solid Waste Authority of Palm Beach County (FL)	West Palm Beach
St. Johns County Sheriff's Office (FL)	St. Augustine
St. Lucie County Board of County Commissioners (FL)	Fort Pierce
The Arc Santa Rosa, Inc. (FL)	Milton
The Children's Coalition, Inc. (FL)	West Palm Beach
The Cookie Jar of Hope Foundation (FL)	Orlando
The Eagles Wings Foundation, Inc. (FL)	West Palm Beach
The School Board of Leon County (FL)	Tallahassee
The School Board of Sarasota County (FL)	Osprey
The University of Florida (FL)	Gainesville
Tohopekaliga Water Authority (FL)	Kissimmee
Town of Jupiter Island (FL)	Hobe Sound
Village of Floral Park, Inc. (FL)	Floral Park
Village of North Palm Beach (FL)	North Palm Beach
Village of Virginia Gardens (FL)	Virginia Gardens
World Golf Foundation, Inc./The First Tee (FL)	St. Augustine



RESOLUTION # 2014-56

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI REPEALING AND RESCINDING RESOLUTION #2013-77; AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE PURCHASE AGREEMENT OF A 2015 FORD F-550 CHASSIS 24 PASSENGER BUS FROM ATLANTIC BUS SALES THROUGH HGACBUY PURSUANT TO SALES QUOTE # BT01-14 IN THE AMOUNT OF EIGHTY SIX THOUSAND THREE HUNDRED THIRTY DOLLARS (\$86,330.00); TO BE FINANCED BY FORD MUNICIPAL FINANCE DEPARTMENT; TO BE PAID IN SEVEN (7) EQUAL YEARLY INSTALLMENTS OF \$14,374.00 FOR THE LEASE OF SAID VEHICLE, FOR A TOTAL PAYMENT OF \$100,618.00 PRINCIPAL AND INTEREST(LEASE PAYMENTS); AND A FINAL PAYMENT OF ONE DOLLAR (\$1.00) TO BE PAID AT THE END OF THE CONTRACT; TO BE USED AS AN HOUR LOOP TRANSPORTATION BUS; TO BE FUNDED BY PTP (1/2 PENNY TAX)FUNDS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission of the City of West Miami, Florida adopted Resolution No. 2013-77 on November 6, 2013 authorizing the City Manager to execute a purchase agreement with Matthews Buses, Inc. pursuant to a sales quote SF11513-01 in the amount of \$85,247.00 for the purchase of a 2014 Ford F-550 Cutaway to be used as an hour loop transportation bus; and

WHEREAS, the Quote SF11513-01 expired without consummation of a purchase; and

WHEREAS, Atlantic Bus Sales under Quote BT01-14 offered the sale of a 2015 Ford F-550 Chassis 24 passenger bus in the amount of \$86,330.00; and

WHEREAS, HGACBUY will act as a purchasing agent for the City of West Miami for the above-captioned purchase; and

WHEREAS, Ford Municipal Finance Department will finance said lease purchase to be paid in seven equal yearly installments of \$14,374.00 for a total of \$100,618.00, principal and interest for said lease and a final payment of \$1.00 at the end of the lease term for the purchase of said vehicle; and

WHEREAS, the City Manager and the Director of Public Works have compared quotes of different vendors, finding the quote from Atlantic Sales to be the most desirable and economic offer.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Miami as follows:

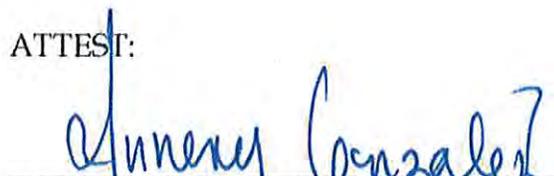
- Section 1. The aforementioned statements are true and correct and adopted as is fully stated herein.
- Section 2. That having lapsed the term of the offer from Mathews Buses, Inc.. Resolution 2013-77 is hereby repealed and rescinded.
- Section 3. The Mayor and City Commission hereby authorize the City Manager to enter into a lease purchase agreement for a 2015 Ford F-550 Chassis 24 passenger bus in the amount of eighty six thousand three hundred thirty dollars to be funded from PTP (1/2 Penny Tax) funds, under account #542-806.
- Section 4. The Mayor and City Commission hereby authorize the City Manager to execute that certain lease purchase agreement with HGACBUY appointing said company as the purchasing agent for the City of West Miami authorizing the lease purchase of the 2015 F-550 Chassis 24 passenger bus from Atlantic Bus Sales in the amount of \$86,330.00.
- Section 5. That the City Manager is further authorized to execute an agreement to finance the lease purchase of the 2015 F-550 Chassis 24 passenger bus with Ford Municipal Finance Department to be paid in seven equal yearly installments of \$14,374.00 for a total of \$100,618.00, principal and interest and a final payment of \$1.00 for the purchase of said vehicle.
- Section 6. That this Resolution shall become effective upon passage by the City Commission and signature by the Mayor.

PASSED AND ADOPTED this 17th day of September 2014.

APPROVED:


EDUARDO H. MUÑINA, MAYOR

ATTEST:


ANNERY GONZALEZ, CITY CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

19 Jose Villalobos
JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL VOTE:

MAYOR EDUARDO H. MUHIÑA
VICE-MAYOR JUAN M. BLANES
COMMISSIONER CANDIDA BLANCA
COMMISSIONER RHONDA A. RODRIGUEZ
COMMISSIONER LUCIANO L. SUAREZ

✓
✓
✓
✓
✓



Houston-Galveston Area Council

July 22, 2015

Ms. Karin Rexroad
Transit Sales Administrator
ElDorado National (Kansas), Inc.
1655 Wall Street
Salina, Kansas 67401

RE: Contract Changes on Contract BT01-14 for the Supply of Buses-Shuttle, Transit, Trams and Other Specialty Buses

Dear Ms. Rexroad:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract. We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Deidre Vick', written over a faint circular stamp.

Deidre Vick
Director of Public Services

DV/bb

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ELDORADO NATIONAL - KANSAS, INC
Salina, Kansas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Eldorado National - Kansas, Inc** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1655 Wall Street, Salina, Kansas 67401.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Buses – Shuttle, Transit, Trams & Other Specialty Buses Contract to become effective as of January 1, 2014, and to continue through December 31, 2016 (the “Contract”), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Buses – Shuttle, Transit, Trams & Other Specialty Buses offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell Buses – Shuttle, Transit, Trams & Other Specialty Buses through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **BT01-14**, including any relevant suffixes
4. **CONTRACTOR**'s Response to Proposal No: **BT01-14**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR**'s **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

Attachment "A"

EIDorado National - Kansas, Inc.

Buses - Shuttles, Transits, Trams & Other Specialty Buses

Contract No. BT01-14

Offeror Status: Manufacturer**Response Type:** Multiple Offerors Acting Jointly**Contract:** Texas Dealers - Alliance Bus Group, Inc. &
Texas Bus Sales, Inc.

Base Product Code	Manufacturer	Description	Bid Price (\$\$\$)	Buy Am. Yes or No
LBA	EIDorado National - K	Aerolite 190 - 7 Passengers w/1-Wheelchair space	\$40,990	Yes
LBB	EIDorado National - K	Aerolite 200 - 8 Passengers w/1-Wheelchair space	\$41,440	Yes
LBC	EIDorado National - K	Aerolite 210 - 10 Passengers w/1-Wheelchair space	\$42,595	Yes
LCA	EIDorado National - K	Advantage 200 - 8 Passengers w/ 2-Wheelchair spaces	\$40,820	Yes
LCB	EIDorado National - K	Advantage 220 - 12 Passengers w/2-Wheelchair spaces	\$42,680	Yes
LCC	EIDorado National - K	Advantage 240 - 16 Passengers w/2-Wheelchair spaces	\$46,510	Yes
LCD	EIDorado National - K	Advantage 270 - 18 Passengers w/2-Wheelchair spaces	\$50,695	Yes
LCE	EIDorado National - K	Aerotech 200 - 10 Passengers w/2-Wheelchair spaces	\$43,955	Yes
LCF	EIDorado National - K	Aerotech 220 - 12 Passengers w/2-Wheelchair spaces	\$45,530	Yes
LCG	EIDorado National - K	Aerotech 240 - 16 Passengers w/2-Wheelchair spaces	\$46,625	Yes
LCH	EIDorado National - K	Krystal K24 - 12 Passengers w/ 2-Wheelchair spaces	\$83,180	No
LDA	EIDorado National - K	Aero Elite F550 270 - 18 Passengers w/2-Wheelchair spaces	\$64,455	Yes
LDB	EIDorado National - K	Aero Elite F550 290 - 20 Passengers w/2-Wheelchair spaces	\$66,795	Yes
LDC	EIDorado National - K	Aero Elite F550 320 - 24 Passengers w/2-Wheelchair spaces	\$68,435	Yes
LDD	EIDorado National - K	Aero Elite TC 250 - 16 Passengers w/2-Wheelchair spaces	\$98,271	Yes
LDE	EIDorado National - K	Aero Elite TC 270 - 18 Passengers w/2-Wheelchair spaces	\$100,407	Yes
LDF	EIDorado National - K	Aero Elite TC-290 - 20 Passengers w/2-Wheelchair spaces	\$101,547	Yes
LDG	EIDorado National - K	Aero Elite TC 320 - 24 Passenger w/2-Wheelchair spaces	\$103,187	Yes
LDI	EIDorado National - K	Aero Elite UC 270 - 18 Passengers w/2-Wheelchair spaces	\$76,039	Yes
LDJ	EIDorado National - K	Aero EliteUC-290 - 20 Passengers w/2-Wheelchair spaces	\$79,680	Yes
LDK	EIDorado National - K	Aero Elite UC 320 - 24 Passenger w/2-Wheelchair spaces	\$79,157	Yes
LDO	EIDorado National - K	Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces	\$147,205	No
LDP	EIDorado National - K	Krystal K33 F550 - 22 Passengers w/2-Wheelchair spaces	\$106,520	No
LEA	EIDorado National - K	Amerivan PT - 3 Passengers w/1-Wheelchair space	\$38,673	Yes
LEB	EIDorado National - K	Mission - 1 Passenger w/2-Wheelchair spaces	\$36,448	Yes
LFA	EIDorado National - K	Aero Access 240 - 14 Passengers w/2-Wheelchair spaces	\$83,955	Yes
LHA	EIDorado National - K	Krystal K30 F550 - 17 Passengers w/2-Wheelchair spaces	\$100,055	No
LHB	EIDorado National - K	Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces	\$146,505	No

7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or any have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under t. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have ny reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has d. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that uly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until lings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, records of such subcontractor involving any transaction relating to the subcontract.

9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid ns. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or ils to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

10: MOST FAVORED CUSTOMER CLAUSE

CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State d offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, l or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the ole contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged ed a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) s notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may cept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, oactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-

accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.)N: *This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which in bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal t and its agencies.*

11: SEVERABILITY

ree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any f this Contract, which shall continue in full force and effect.

12: DISPUTES

isputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided tive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the irector after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and ecision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, TOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

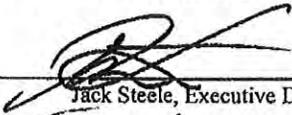
ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

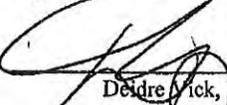
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

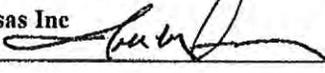
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Mick, Director of Public Services

Date: January 17, 2014

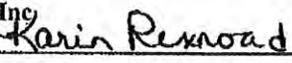
Signed for EIDorado National - Kansas Inc
Salina, Kansas:



Printed Name & Title: Jeff Montgomery, President

Date: January 9, 2014

Attest for EIDorado National - Kansas, Inc
Salina, Kansas:



Printed Name & Title: Karin Rexroad, Transit Sales Administrator

Date: January 9, 2014

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ELDORADO NATIONAL - KANSAS, INC
Salina, Kansas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Eldorado National - Kansas, Inc** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1655 Wall Street, Salina, Kansas 67401.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Buses – Shuttle, Transit, Trams & Other Specialty Buses Contract to become effective as of January 1, 2014, and to continue through December 31, 2016 (the “Contract”), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Buses – Shuttle, Transit, Trams & Other Specialty Buses offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell Buses – Shuttle, Transit, Trams & Other Specialty Buses through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **BT01-14**, including any relevant suffixes
4. **CONTRACTOR**'s Response to Proposal No: **BT01-14**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR**'s **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

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H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

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CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

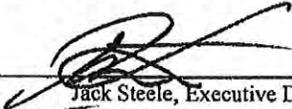
ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

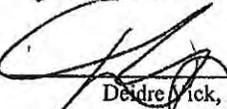
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

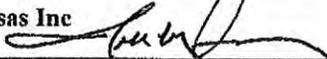
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Mick, Director of Public Services

Date: January 17, 2014

Signed for EIDorado National - Kansas Inc
Salina, Kansas:



Printed Name & Title: Jeff Montgomery, President

Date: January 9, 2014

Attest for EIDorado National - Kansas, Inc
Salina, Kansas:



Printed Name & Title: Karin Rexroad, Transit Sales Administrator

Date: January 9, 2014

Attachment "A"

EIDorado National - Kansas, Inc.

Buses - Shuttles, Transits, Trams & Other Specialty Buses

Contract No. BT01-14

Offeror Status: Manufacturer**Response Type:** Multiple Offerors Acting Jointly**Contract:** Texas Dealers - Alliance Bus Group, Inc. &
Texas Bus Sales, Inc.

Base Product Code	Manufacturer	Description	Bid Price (\$\$\$)	Buy Am. Yes or No
LBA	EIDorado National - K	Aerolite 190 - 7 Passengers w/1-Wheelchair space	\$40,990	Yes
LBB	EIDorado National - K	Aerolite 200 - 8 Passengers w/1-Wheelchair space	\$41,440	Yes
LBC	EIDorado National - K	Aerolite 210 - 10 Passengers w/1-Wheelchair space	\$42,595	Yes
LCA	EIDorado National - K	Advantage 200 - 8 Passengers w/ 2-Wheelchair spaces	\$40,820	Yes
LCB	EIDorado National - K	Advantage 220 - 12 Passengers w/2-Wheelchair spaces	\$42,680	Yes
LCC	EIDorado National - K	Advantage 240 - 16 Passengers w/2-Wheelchair spaces	\$46,510	Yes
LCD	EIDorado National - K	Advantage 270 - 18 Passengers w/2-Wheelchair spaces	\$50,695	Yes
LCE	EIDorado National - K	Aerotech 200 - 10 Passengers w/2-Wheelchair spaces	\$43,955	Yes
LCF	EIDorado National - K	Aerotech 220 - 12 Passengers w/2-Wheelchair spaces	\$45,530	Yes
LCG	EIDorado National - K	Aerotech 240 - 16 Passengers w/2-Wheelchair spaces	\$46,625	Yes
LCH	EIDorado National - K	Krystal K24 - 12 Passengers w/ 2-Wheelchair spaces	\$83,180	No
LDA	EIDorado National - K	Aero Elite F550 270 - 18 Passengers w/2-Wheelchair spaces	\$64,455	Yes
LDB	EIDorado National - K	Aero Elite F550 290 - 20 Passengers w/2-Wheelchair spaces	\$66,795	Yes
LDC	EIDorado National - K	Aero Elite F550 320 - 24 Passengers w/2-Wheelchair spaces	\$68,435	Yes
LDD	EIDorado National - K	Aero Elite TC 250 - 16 Passengers w/2-Wheelchair spaces	\$98,271	Yes
LDE	EIDorado National - K	Aero Elite TC 270 - 18 Passengers w/2-Wheelchair spaces	\$100,407	Yes
LDF	EIDorado National - K	Aero Elite TC-290 - 20 Passengers w/2-Wheelchair spaces	\$101,547	Yes
LDG	EIDorado National - K	Aero Elite TC 320 - 24 Passenger w/2-Wheelchair spaces	\$103,187	Yes
LDI	EIDorado National - K	Aero Elite UC 270 - 18 Passengers w/2-Wheelchair spaces	\$76,039	Yes
LDJ	EIDorado National - K	Aero EliteUC-290 - 20 Passengers w/2-Wheelchair spaces	\$79,680	Yes
LDK	EIDorado National - K	Aero Elite UC 320 - 24 Passenger w/2-Wheelchair spaces	\$79,157	Yes
LDO	EIDorado National - K	Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces	\$147,205	No
LDP	EIDorado National - K	Krystal K33 F550 - 22 Passengers w/2-Wheelchair spaces	\$106,520	No
LEA	EIDorado National - K	Amerivan PT - 3 Passengers w/1-Wheelchair space	\$38,673	Yes
LEB	EIDorado National - K	Mission - 1 Passenger w/2-Wheelchair spaces	\$36,448	Yes
LFA	EIDorado National - K	Aero Access 240 - 14 Passengers w/2-Wheelchair spaces	\$83,955	Yes
LHA	EIDorado National - K	Krystal K30 F550 - 17 Passengers w/2-Wheelchair spaces	\$100,055	No
LHB	EIDorado National - K	Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces	\$146,505	No

**COOPERATIVE PURCHASING PROGRAM
BUSES – SHUTTLES, TRANSITS, TRAMS AND OTHER SPECIALTY BUSES**

Background

H-GAC opened 13 competitive bids for Buses – Shuttles, Transits, Trams and Other Specialty Buses on September 17, 2013. H-GAC received responses from the following dealers:

- Alliance Bus Group, Lewisville, TX
- BYD Motors, Inc., Los Angeles, CA
- Creative Bus Sales, Irving, TX
- ElDorado National – California, Riverside, CA
- ElDorado National – Kansas, Salinas, KS
- Motor Coach Industries, Schaumburg, IL
- National Bus Sales, Justin, TX
- Rush Bus Centers, Selma, TX
- Sam Pack’s Five Star Ford, Carrollton, TX
- Sartin Services, Inc., Archdale, NC
- Silsbee Ford, Silsbee, TX
- Specialty Vehicles, Henderson, NV
- Texas Bus Sales, Houston, TX

Current Situation

H-GAC staff reviewed and evaluated all responses, and found them to be compliant with bid requirements and specifications.

Funding Source: Participating local government purchasers
Budgeted: N/A

Action Requested

Request authorization to award contracts to the lowest responsible bidders for each product code on the Award Recommendation Table below and as may be applicable; extend contract assignments to other authorized entities during the contract period. If an awarded bidder fails to execute a contract within forty-five days, or fails to maintain required licenses, authorization is requested to contract with the next lowest responsible bidder.

(over)

Buses – Shuttles, Transits, Trams & Other Specialty Buses

PRODUCT CODE	MANUFACTURER	BIDDER
CVA thru CVE FDC thru FDE, FDH thru FDU & FDW thru FGQ KIA thru KVA MCA thru MCH QBA thru QVF RBA thru RVF FFFA & FFFB	Arboc Mobility Champion Bus Inc. Champion Bus Inc. Double K, Inc. Elkhart Coach Glaval Bus Goshen Coach Vehicle Production Group	National Bus Sales
EEA FBA thru FDB, FDF, FDG, FDV & FUA OUB thru OUD AABA thru AAGJ	Braun Champion Bus Sales, Inc. General Coach StarCraft Bus	Creative Bus Sales, Inc.
GIA thru GIE ZWA thru ZWT BBGD thru BBIJ & BBWC thru BBWS	Chance Morgan Specialty Vehicles Supreme Bus	Specialty Vehicles & Alliance Bus Group, Inc
JBA thru JBQ	Diamond Coach	Alliance Bus Group, Inc.
LBA thru LHB	EIDorado National - Kansas	EIDorado National - Kansas, Alliance Bus Group, Inc. & Texas Bus Sales, Inc.
LKA thru LQB	EIDorado National - California	EIDorado National - California & Alliance Bus Group, Inc.
TXA thru TXF	Motor Coach Industries, Inc.	Motor Coach Industries, Inc.
BBAA thru BBGC & BBJA thru BBMA EEBA thru EEDG	Supreme Bus Turtle Top	Texas Bus Sales
GGZA thru GGZAJ	Sartin Services, Inc.	Sartin Services, Inc.
HHFA thru HHFH	Mobility Works	Silsbee Ford
JJTA	BYD Motors, Inc.	BYD Motors, Inc.



COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
 3555 Timmons, Suite 120, Houston, TX 77027
 Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> BIDS	<input type="checkbox"/> PROPOSALS
INVITATION NO.: BT01-14	ISSUE DATE: August 15, 2013	
CATEGORY: BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 6,500 member local governments, districts, agencies in 48 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT, that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Tuesday, June 4, 2013
PRE-BID/PROPOSAL CONFERENCE:	Thursday, July 11, 2013 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Thursday, August 15, 2013
BID/PROPOSAL RESPONSES DUE:	Tuesday, September 17, 2013 @ 1:00 p.m. CT: H-GAC Clock
PUBLIC RESPONSE OPENING:	Tuesday, September 17, 2013 @ 2:00 p.m. CT: H-GAC Conference Room B
RECOMMENDATIONS TO BOARD:	Tuesday November 19, 2013
CONTRACT START DATE & TERM:	January 1, 2014 thru December 31, 2016
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Aundre Petty	Phone: 713.993.2453 E-mail: aundre.petty@h-gac.com

CONTENTS OF THIS INVITATION

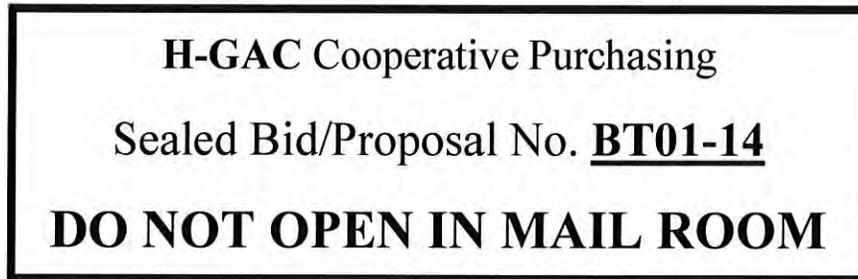
- SECTION A** - General Terms & Conditions
- SECTION B** - Product/Service Specific Requirements & Specifications (Final)
- SECTION C** - HGACBuy *FORMS* (Final)
- SECTION D** - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that HGACBuy contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an HGACBuy contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the HGACBuy staff member listed on the cover of this Invitation for additional information.

INVITATION NO. BT01-14

DESCRIPTION: Buses - Shuttle, Transit, Trams & Other Specialty Buses

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard H-GAC form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by H-GAC.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with H-GAC.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [H-GAC].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Deartment Of Justice

DOT = U.S. Deartment Of Transportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of H-GAC or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. H-GAC's objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with H-GAC and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with H-GAC may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from H-GAC. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
- Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

<p>NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a Form A from a licensed Texas Motor Vehicle Dealer</p>

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
 - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
 - b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer **ONLY ONE** Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** **MAY NOT** submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant. **NOTE** – Items in the Fourth Section should be supplied **ONLY** in the Original.

First Section:

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- m. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of Offeror to submit pricing for frequently purchased options and any H-GAC required options may cause response to be considered non-compliant at H-GAC's sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

H-GAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will fax **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and transmit it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - HGACBuy Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSEXcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and its E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

SECTION B – PRODUCT SPECIFIC REQUIREMENTS

For

BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES

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1. SCOPE

The Houston-Galveston Area Council (**H-GAC**) is currently soliciting Competitive Bids for Buses - Shuttle, Transit and Trams for the current model year (2014) on behalf of our Cooperative Purchasing Program (**HGACBuy**) members. The Program currently makes available over 40 blanket type contracts, covering products and services in 9 categories, to over 6,500 local government participants (End Users) including cities, counties, emergency service districts, school districts, and non-profit organizations. Any local government may participate in the Program so long as their state has “Inter-local cooperation authority” or other joint power provisions which will allow participation in cooperative activities.

The purpose of this solicitation is to provide qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase Buses – Shuttle, Transit and Trams and other related equipment in an efficient, cost effective and competitive procurement method. **H-GAC** will select successful Bidder(s) based on criteria set forth in Section B – Product Specific Requirements and Section A – General Terms & Conditions. This Invitation outlines the minimum design and performance standards, serving only as a starting point upon which **HGACBuy** Participants can build their final desired Buses – Shuttle, Transit and Trams (through options, add-ons or deducts). A comprehensive catalog or listing of components or services, related to this bid invitation, shall be priced and included on Form E, and shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown for ease of evaluation and clarity to End Users. The Bidder(s) must have the ability to effectively sell and service all **HGACBuy** Participants nationwide. A decision, regarding whether or not to market services outside the

State of Texas, may influence or have a bearing on **HGACBuy's** evaluation of responses and any subsequent contract(s).

The Bidder(s) shall demonstrate in the Bid Response how sales, service, training and support will be provided and achieved nationwide. All sales offices and support centers should be identified, including the number and type of employees at each site. The Bidder(s) is also encouraged to review the Section on "Nationwide Sales Opportunities" in Section A, Sub-section 52 on page 19 of 19 and offer strategies on conducting **H-GAC** sales nationwide. For the purposes of this bid, there will not be any bid bonds or any other bond requirements.

H-GAC's expectation is to receive qualified bids and subsequently to establish blanket contracts for a comprehensive range of Buses – Shuttle, Transit, Trams & Other Specialty Buses & Other Specialty Buses and equipment to offer Participants in our Cooperative Purchasing Program. In that regard, Bidder(s) are expected to provide a complete offering of their available products and equipment for routine general acquisitions and for possible installation of stated equipment and to include any services, training or maintenance.

Successful Bidder(s) who are awarded contracts pursuant to this Invitation will be able to sell awarded base Product Items, as well as quoted upgrades, downgrades, options, accessories and parts to any **H-GAC** End User, during the term of the contract. Bidder(s) shall supply ample evidence (in the form of technical specifications, brochures, etc.) to demonstrate that the **H-GAC** specifications have been met and/or exceeded.

This contract is designed to cover a three 3-year (36 month) period, starting approximately January 1, 2014. However, the parties may agree to one or more 1-year extensions of the contract not to exceed in the aggregate three years.

For the purposes of this bid, awards will be based upon the lowest responsible Bidder(s) for each line item. Also, the only Price Change process that is acceptable is that found in Section A, Sub-section 45 on page 16 of 19. Automatic changes or escalators based solely on a PPI code will not be considered.

The purpose of these specifications is to provide minimum requirements for all types of vehicles described herein. Wheelchair lift space provisions are not a requirement for each vehicle described, but when required the vehicle must adhere to all the current Federal and State regulations and guidelines. These regulations and guidelines must also be followed concerning the adult passengers as well as the drivers. Safety for all passengers must be of the utmost importance. The body lengths, wheelbase, and seating capacity shall be the minimum meeting the requirements for each Type and seat/passenger range bid on. All body, floor and roof joints must be tightly sealed to eliminate drafts and water leaks. Units furnished to these specifications shall meet or exceed all requirements herein. Used, shopworn, and prototype vehicles are not acceptable.

All of the equipment furnished with the vehicles shall be completely installed and all adjustments shall be made that are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Any equipment that is delivered which fails to meet specifications will be replaced or brought up to specification at no additional expense to the End User. All equipment must comply with all Federal and State regulations in effect on the date of manufacture that govern the construction of and relating to mass transportation bus equipment.

Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation are considered part of the minimum requirements. These features include but are not limited to: adjustable instrument lights, interior sun visor, exterior backup lamps, variable speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

Competitive Pricing: By submission of a response, Bidder(s) certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Bidder(s) shall explain how offered pricing differs from "best" pricing, and by how much.

2. BID AWARD AND EVALUATION FACTORS

Contracts will be awarded to the lowest responsible respondent(s) for participants in the **HGACBuy Program**. In determining “**lowest responsible**”, **HGACBuy** may consider the following:

- A. Vehicle and Options Pricing (as quoted on **Forms D** and **E**);
- B. Respondent’s past relationship with **HGACBuy and its End Users**, which may include past sales performance and customer service history;
- C. References. Respondent must provide references from a minimum of five distinct government agencies with which Respondent has done business during the last three-years. If multiple manufacturers are being quoted, Respondent must provide references for each manufacturer. The following information must be provided for each reference:
 - a. The name of the agency/**End User**.
 - b. Vehicle sales to this **End User** for the period.
 - c. For each reference, the name, phone number, and email of the supervisor who can be contacted regarding Respondent’s performance and reputation.

NOTE: Bid pricing shall be exclusive of freight charges, which will be addressed at the time of each individual sale, as a P/O line item, specific to the individual end user. Freight Charges should be quoted on Form E.

NOTE: Respondent must supply the required information or the Response may be considered non-compliant.

3. EVALUATION OF RESPONSES AND AWARDS

Consistent with Texas bid award statutes, for each specific Form D line item, H-GAC will recommend a single award to the lowest responsible Offeror. Once approved by our Board of Directors, Offerors will be notified of H-GAC management’s final award recommendations by email, followed by a final formal signature request from our Contracts group.

4. FTA - ARTICLES & CERTIFICATIONS:

Any Bidder(s) quoting “Buy America” buses shall fully comply with all current rules and regulations of the U.S. Department of Transportation Federal Transit Administration, as exemplified in ‘**Exhibit A**’ hereto, “Federal Articles and Certifications”, found at the end of this Section B. Bidder(s) must include a completed copy of ‘Exhibit A’ with the Response, with all Certifications thereto bearing original signature of Bidder(s) signatory. Bidder(s) also agrees to comply with any requirements a purchaser may have relative to any specific procurement and purchaser’s compliance obligation pursuant to FTA Circular C 4220.1F.

NOTE: The Articles & Certification Form found at the end of this section should be attached to your bid document as a hard copy and should also be included in an electronic copy as well. This should be put under a separate tab and labeled as such.

NOTE: An additional designation shall be inserted on Form D after each Product Code selection using a ‘N’ for NO or a ‘Y’ for YES as to whether or not the line item meets or exceeds the “Buy America” designation or not. For any sales of “Buy America” buses made pursuant to a contract award based on this Invitation, Bidder(s) must provide the same Certifications, with original signatures, to End User.

NOTE: Each purchase using Federal funds must adhere to the FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA’s implementation of regulation 49 CFR Part 665. That Form must be filled out, signed, dated and given to the End User upon delivery of the vehicle. **[A copy of this form must be submitted with the bid].**

5. ORDER PROCESSING CHARGE:

As described in Section A, Sub-sections 22 & 44 for motor vehicle orders, an Order Processing charge will be levied on the End User for each purchase order placed. The Order Processing Charge, a flat \$600 per purchase

order, will be collected by Contractor and paid to **H-GAC**. The Order Processing Charge must also be shown by Contractor on any price quotation provided by Contractor to End User.

6. ORDERING INFORMATION:

- **General:** Each type of vehicle has been assigned a Product Code number. If an agency needs a vehicle that differs from the base vehicle covered by one of the numbered Product Codes, detailed specifications for the vehicle required must be shown on the Purchase Order to **H-GAC**, including all manufacturer's model numbers and codes. If a requirement varies from the specification stated for a numbered Product Code, the Product Code number should be shown and then the desired changes listed.
- **Options for Specified Equipment:** Bidder(s) shall include on **Form E**, all frequently requested factory-installed options for each series offered. Other options, per series may also be included on **Form E** as applicable or as a noted attachment to the bid
- **Non-Published Options:** Any options not listed on the Priced Options list **Form E** shall be considered *Non-published Options* and subject to the 25% change order limit.

The procurement process operates as follows:

- End User/Buyer contacts Contractor and discusses requirements.
- Contractor prepares an **H-GAC** Contract Pricing Quote and provides this to the prospective Buyer. When the Contractor and the End User agree, the Buyer sends a purchase order for the Products or services to Contractor, and faxes a copy to **H-GAC**.
- For each purchase order received, **H-GAC** will prepare an "Order Confirmation" and transmits it to both Buyer and Contractor. The Order Confirmation verifies that Contractor has a valid **H-GAC** contract that was awarded through a competitive procurement process.
- Contractor delivers the ordered product(s).
- **H-GAC** will invoice the Contractor for the Order Processing fee due.
- Contractor remits processing fee to **H-GAC**.

7. OPTIONS, PARTS & ACCESSORIES:

As part of any response hereto, Bidder(s) is expected to supply a complete listing (i.e. catalog) of other models of Buses – Shuttle, Transit, Trams & Other Specialty Buses and or other related equipment, model upgrades, model downgrades, options, replacement parts and accessories with bid prices. The listing may be provided on **H-GAC Form E**, or in such other format as Bidder(s) may desire, e.g. published catalog with pricing. Discounts, if applicable, must also be clearly indicated on the **Form E**, for ease of evaluation and clarity to End Users. **Failure to submit a priced listing of options, parts and accessories may result in Bidder(s) bid being considered non-compliant.**

8. REGISTRATION:

Successful Bidder(s) shall provide necessary documents to enable the purchaser to register the vehicle in the State of Texas or in the state in which the vehicle is to be placed and/or registered. Necessary fees and state taxes will be paid by the purchaser; do not include such fees and taxes in bid price.

9. BASIC EQUIPMENT CATEGORIES/GUIDELINES & DESCRIPTION:

This bid invitation is divided into twenty-four (24) basic equipment categories or guidelines for ease of evaluation as well as for bidding propose. When submitting a bid, the Bidder(s) may choose to give a response to any of the categories listed or all those listed. If selecting more than one Category, the Bidder(s) must clearly designate which Category they are referencing. No additional weighted value will be given to a Bidder(s) who responds to more than one or to all categories listed. These are guidelines only.

A	Type 1 – Raised Roof Van; 7 ambulatory passenger seats w/1-wheelchair space
B	Type 2 - Shuttle Bus; 8 ambulatory passenger seats w/1-wheelchair space
C	Type 3 - Shuttle Bus; 12 ambulatory passenger seats w/2-wheelchair space
D	Type 3- HD - Shuttle Bus; 20 ambulatory passenger seats w/2-wheelchair space
E	Type 7 – Low Floor Minivan; 3 ambulatory passenger seats w/1-wheelchair space
F	Type 8 – Paratransit Vehicle; Purpose Built, 3 ambulatory passenger seats w/1-wheelchair space
G	Type 11 - Shuttle Bus; 17 ambulatory passenger seats w/2-wheelchair spaces built on a cutaway chassis
H	Type 12 – Shuttle Bus; 17 ambulatory passengers seats w/2-wheelchair spaces, built on a rail chassis

I	Type 14-HD - Trolley Bus; minimum 19 ambulatory passenger seats w/2-wheelchair spaces, engine in front
J	Type 14-LD - Trolley Bus; minimum 17 ambulatory passenger seats w/2-wheelchair spaces engine in rear
K	Type 15 - (L) - Transit Bus; "Low Floor", 30-35 ambulatory passenger seats w/2-wheelchair spaces
L	Type 15 - (H) - Transit Bus; "High Floor", minimum 20 ambulatory passenger seats w/2-wheelchair spaces
M	Type 16 - (L) - Transit Bus; "Low Floor", minimum 20 ambulatory passengers w/2-wheelchair spaces
N	Type 16 - (H) - Transit Bus; "High Floor", 20 ambulatory passengers w/2-wheelchair spaces
O	Type 16 - (DD) - Transit Bus; "Low Floor", Double-Decker w/2-wheelchair spaces
P	Type 17 - (L) - Hybrid (parallel) - Transit Bus: "Low Floor", 20-25 ambulatory passengers w/2-WC spaces
Q	Type 18 - (L) - Hybrid (parallel) - Transit Bus: "Low Floor" 35+ ambulatory passengers w/2-WC spaces
R	Type 18 - (DD) - Hybrid (parallel) - Transit Bus: Double-Decker "Low Floor", w/2-wheelchair spaces
S	Type 19 - (L) - Hybrid (serial) - Transit Bus: "Low Floor", 20-40 ambulatory passenger - Gas, Diesel, CNG, Hydrogen, etc.
T	Type 21 - (L) - Battery - Transit Bus: "Low Floor", 20-40 ambulatory passenger, electric/battery
U	Type 22 - (L) - Transit Bus; "Low Floor", minimum 19 ambulatory passengers w/2-wheelchair spaces
V	Type 23 - (L) - Transit Bus; "Low floor" 20-25 ambulatory passengers w/2-wheelchair spaces
W	Type 25 - Trams
X	Type 26 - Over-the-Road Coach and Security Transport Vehicles - 40' - 45' semi-monocoque construction
Z	Type 27 - Specialty Manufactured, Ambulance, Evacuation, Mass Casualty Incident, Rehab, Community/Public Health, Medical Surge, Clinic, Command, Communication or All-Hazards and Response Bus, up to 24-stretchered, 32-ambulatory, 10 wheelchair, 6 isolettes, and 6 attendants

A. TYPE - 1: A 4-Year or 100,000 mile raised roof van with wheelchair lift, a minimum capacity of seven (7) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on either a GM, Ford, or comparable chassis; GVWR - minimum 9,500 lbs.; Fuel Cap. - 30 gallons; Transmission - Automatic, 5-speed.

B. TYPE - 2: A 4-Year or 100,000 mile cut-away chassis, narrow body, a minimum capacity of eight (8) ambulatory passengers, a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space), built on a Ford, GM, or comparable chassis; GVWR - minimum 12,000 lbs.; Fuel Cap. - 35 gallons; Transmission - Automatic, 5-speed.

C. TYPE - 3: A 5-Year or 150,000 mile cut-away chassis, wide body, radiused sidewall or straight wall constructed bus with a wheelchair lift, a minimum capacity of twelve (12) ambulatory passengers, a minimum two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), built on a Ford, GM, or comparable chassis; GVWR - minimum 12,300 lbs.; Fuel Cap. - 33 gallons; Transmission - Automatic, 5-speed or 6-speed.

D. TYPE - 3-HD: A 5-Year or 150,000 mile cab and chassis bus with a wheelchair lift, a minimum capacity of twenty (20) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space), built on a Freightliner, International, or comparable chassis; GVWR - minimum 19,000 lbs.; Fuel Cap. - minimum 40 gallons; Transmission - Automatic, 5-speed.

E. TYPE - 7: A 4-Year or 100,000 mile low-floor mini-van bus with a ramp, a minimum capacity of three (3) ambulatory passengers with 1-wheelchair space, built on a Ford, Dodge, or Chevy/GM or comparable chassis; GVWR - minimum 6,000 lbs.; Fuel Cap. - 20 gallons; Transmission - Automatic, 5-speed.

F. TYPE - 8: A 4-Year or 100,000 mile low-floor, purpose built, paratransit vehicle with ramp, minimum capacity of three (3) ambulatory passengers and a minimum of one (1) wheelchair space (to include single passenger flip seat over the wheelchair space); GVWR - minimum 6,600 lbs.; Transmission 4-speed automatic with overdrive.

G. TYPE - 11: A 7-Year or 200,000 mile medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space) build on a cutaway chassis); GVWR - minimum 19,000 lbs.; Fuel Cap. - minimum 40 gallons; Transmission - Automatic, 5-speed.

H. TYPE – 12: A 7-Year or 200,000 mile medium duty transit bus with a wheelchair lift, a minimum capacity of seventeen (17) ambulatory passengers, a minimum of two (2) wheelchair spaces (to include single passenger flip seat over each wheelchair space) built on a rail chassis; GVWR – minimum 19,000 lbs.; Fuel Cap. – 40 gallons; Transmission – Automatic, 5-speed.

I. TYPE -14-HD: A 10-Year or 350,000 mile full size classic looking Trolley Bus with wheelchair lift, a minimum capacity of nineteen (19) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats). Front engine, diesel powered; GVWR - minimum 19,000 lbs.

J. TYPE -14-LD: A 7-Year or 200,000 mile full size classic looking Trolley Bus with wheel chair lift, a minimum capacity of seventeen (17) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include single/double passenger flip seats). Rear engine, diesel powered.

K. TYPE 15 (L): A 10-Year or 350,000 mile **LOW FLOOR**, 35 to 42 feet long, diesel powered Transit Bus with wheelchair ramp, a minimum capacity of thirty (30) to thirty five (35) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial rail frame.

L. TYPE 15 (H): A 10-Year or 350,000 mile **HIGH FLOOR**, 29 to 42 feet long, diesel powered Transit Bus with a wheel chair lift, a minimum capacity of twenty (20) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear engine, frame rail chassis.

M. TYPE 16 (L): A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 42 feet long, diesel powered Transit Bus, with a wheelchair ramp, minimum capacity of twenty (20) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space).

N. TYPE 16 (H): A 12-Year or 500,000 mile **HIGH FLOOR**, 29 to 42 feet long, diesel powered Transit Bus, with a wheelchair lift, minimum capacity of twenty (20) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

O. TYPE 16 (DD): A 12-Year or 500,000 mile **LOW FLOOR**, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair ramp, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

P. TYPE 17 (L): HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 40 feet long, HYBRID powered Transit Bus, with a wheelchair lift, minimum capacity of twenty (20) to twenty five (25) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be gas, diesel, cng, etc.

Q. TYPE 18 (L): HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, 40 and longer, HYBRID powered Transit Bus, with a wheelchair lift, minimum capacity of thirty five (35) ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be; gas, diesel, cng, etc.

R. TYPE 18 (DD): HYBRID (parallel). A 12-Year or 500,000 mile **LOW FLOOR**, Double-Decker 36 to 42 feet long, diesel powered Transit Bus with a wheelchair lift, minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a rear-engine, frame rail chassis.

S. TYPE 19 (L): HYBRID (serial). A 12-Year or 500,000 mile **LOW FLOOR**, 30 to 40 foot long HYBRID powered Transit Bus, 20 - 40 ambulatory passengers and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space). Alternative (ICE) can be Gas, Diesel, CNG, Hydrogen, etc.

T. TYPE 20 (L): BATTERY BUS. A 12-Year or 500,000 mile **LOW FLOOR**, 25 to 35 foot long Battery powered Transit Bus, with twenty (20) to forty (40) ambulatory passengers, electric w/Lithium Titinate batteries.

U. TYPE 22 (L): A 10-YEAR or 350,000 mile **LOW FLOOR**, 30 to 35 foot long diesel powered transit bus with wheelchair ramp, a minimum capacity of nineteen (19) ambulatory passengers, and a minimum of two (2) wheelchair spaces (to include a single passenger flip seat over each wheelchair space) built on a commercial low floor rail frame, 23,500 GVW minimum.

V. TYPE 23 (L): A 7-YEAR or 150,000 mile **LOW FLOOR**, one step passenger boarding on a cutaway chassis, with fourteen (14) to eighteen (18) ambulatory passengers and a minimum of two (2) wheelchair spaces. Fuel choices are Gas, Diesel, CNG or comparable (ICE), 14,200 GVWR.

W. TYPE 25 (L): Trams, custom built power car chassis, low floor, and one step passenger boarding with 4-wheel self-tracking steering. Trams can be powered by gasoline, propane, diesel, CNG and electric motors or engines.

X. TYPE 26: A 12-Year or 500,000 mile Over-the-Road Coach and Security Transport Vehicle, 40' to 45' long, semi-monocoque construction, with high floor, underfloor baggage bays, forward facing seating, 43 to 57 passengers with optional wheelchair lift and two (2)-wheelchair positions (to include passenger flip seats over each wheelchair space. Available in Diesel, Hybrid or CNG. GVWR - 46,000 to 52,000 lbs,

Z. TYPE 27: A 12-year or 500,000 mile Specialty Manufactured, Ambulance, Evacuation, MCI/REHAB/Evacuation, Medical Surge, REHAB, Command, Communication, Command/Communication, Clinical, Mobile Immunization, Community/Public Health, or All-Hazards and Response Bus equipped with basic and advanced life support and supporting up to 24-stretchered, 32-ambulatory, 10 wheelchair, 6 isolettes, and 6 attendants.

10. PRODUCT CODES:

For the purposes of this Invitation and any subsequent contract, ALL Base Product Items to be offered are identified by a **three (3) character Product Code** as determined from the Product Code Tables below. The **first** character designates the manufacturer (see below) the **second** character designates the primary equipment category (shown above), and the **third** designates the specific manufacturer model. Bidder(s) shall determine which specific line items to bid and shall quote a price on the appropriate line on **Form D**. {Due to the increased number of manufacturers and equipment listings, the manufacturer and the model listing may have a two character (letter) rather than a one character (letter). The Product Code, in most cases, is shown in an alphabetical sequence for ease of identification purposes only.} Upgrades or downgrades to different base bid models shall be bid as options on **Form E**, with pricing equal to the differential amount between the base Product Item bid price on **Form D** and the optional model cost.

	Manufacturer
A	A & G Mercury
B	Alexander Dennis
C	Arboc Mobility
D	Blue Bird
E	Braun
F	Champion Motor Coach
G	Chance Morgan
H	Coach and Equipment
I	Collins Bus Corporation
J	Diamond Coach Corporation
K	Double K Corporation
L	EIDorado National
M	Elkhart Coach
N	Freedom Motors
O	General Coach

P	Gillig Corporation
Q	Glaval Corporation
R	Goshen Coach
S	IC Bus, LLC
T	MCI
U	Mid Bus, Incorporation
V	New Flyer
W	North American Bus Industries
X	NOVA Bus Corporation
Y	Proterra, LLC
Z	Specialty Vehicles
AA	StarCraft Bus
BB	Supreme Bus
CC	Trams International
DD	Tug Technologies
EE	Turtle Top
FF	Vehicle Production Group (VPG)
GG	Sartin Services, Inc.
HH	Mobility Works
II	CAIO Motor Coach

Note: The vehicles covered by this specification have been **pre-listed on Form D** for bid purposes.

11. ESTIMATED QUANTITIES:

An estimated quantity, of between 1 to 200 buses for this bid, is based on past performance and should not be considered actual pass-through quantities to be purchased through **HGACBuy** Cooperative Purchasing Program.

12. SPECIFICATIONS AND STANDARDS:

Equipment offered for sale pursuant to any **H-GAC** contract shall comply with all applicable requirements of the most recent version of following documents and publications:

AMERICAN SOCIETY FOR TESTING AND MATERIALS, 1916 Race Street, Philadelphia, Pennsylvania 19103: **ASTM A 606** - Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.

NATIONAL TRUCK EQUIPMENT ASSOCIATION, 25900 Greenfield Rd. #410, Oak Park, MI: NTEA - Hydraulic Conversion Hoist classification Charts

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE), 400 Commonwealth Drive, Warrendale, PA. 15096:

- a. SAE J377 - Standard for Performance of Vehicle Traffic Horns.
- b. SAE J544b - Recommended Practice for Starting Motor and Generator Curves.
- c. SAE J551/12 - Vehicle Electromagnetic/Interference (EMI/RF).

EXHAUST EMISSION STANDARDS - Automobiles and trucks furnished to this specification shall meet the applicable requirements of the Environmental Protection Agency's **Exhaust Emission Standards** (40 CFR 85) as issued under authority of the **Clean Air Act**, as amended (42 USC 1857).**65.2**

SUPERINTENDENT OF DOCUMENTS, U.S. Government Printing Office, Washington, D.C. 20402:

- a. CFR, Title 40, Part 85 - Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- b. DOT, Title 49, Part 393 - Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS (Public Law 89-563):

- a. FMVSS No. 108 - Lamps, Reflective Devices, and Associated Equipment.
- b. FMVSS No. 210 - Seat Belt assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
- c. FMVSS No. 210 - Seat Belt Assembly Anchorages - Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses (where applicable).
- d. FMVSS No. 301 - Fuel System Integrity.

FEDERAL STANDARDS:

- a. No. 595A – Colors No. TT-C-520B - Coating Compound, Bituminous, Solvent Type, Underbody for Motor Vehicles. To include all latest updates and revisions.
- b. CID A-A-59295, dated 9/9/1998, Corrosion Preventive Compounds, covering solvent dispersed compounds for spray, brush or dip applications. (Undercoating).
- c. United States Occupational Safety and Health Administration (OSHA) - Construction Safety and Health Regulations Section 1926.601 - Motor Vehicles.

AMERICANS WITH DISABILITIES ACT (ADA)

NOTE: This section is required by law for any public transportation equipment.

- a. New buses, to be considered accessible by regulations issued by the U. S. Department of Transportation in 49 CFR parts 37, shall comply with the applicable provisions of this subpart.
- b. If portions of the vehicle are modified in a way that affects or could affect accessibility, each such portion shall comply, to the extent practicable, with the applicable provisions of this subpart. This provision does not require that inaccessible buses be retrofitted with lifts, ramps or other boarding devices.

STATE OF TEXAS - GENERAL SERVICES COMMISSION, Specifications Section, P.O. Box 13047, Austin TX 78711:

- a. **No. 055-20-01** Specification for Gasoline to Compressed Natural Gas Conversion Systems.
- b. **No. 055-20-02** Specification for Gasoline to Liquefied Petroleum Gas Conversion Systems.
- c. **No. 070-AT-2007/2008 Section A** 2007/2008 Model Automobiles and Trucks.

TEXAS DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE BOARD Administration, Licensing, and Enforcement, 125 East 11th Street, Austin, Texas 78701-2483

RAILROAD COMMISSION OF TEXAS, Liquefied Petroleum Gas Division, P.O. Box 12967, Austin TX 78711-2967:

- a. **Regulations for Compressed Natural Gas** (November, 1990)
- b. **Safety Rules-Liquefied Petroleum Gas Division** (November, 1990)

13. QUALITY AND WORKMANSHIP:

- Product/service design shall embody the latest approved product/service engineering practices and in compliance with all requirements.
- Workmanship shall be of the highest quality possible in its respective field. Special consideration shall be given to the following points: (1) Accessibility of various components which require periodic maintenance operations; (2) Ease of operation, and driving if applicable.
- Construction shall be based on providing product/service which will serve for an expected 4 year minimum life with safety factors as specified in the specifications.
- Weldments shall not be employed in the assembly of the Product/service in a manner which will prevent ready removal of any component part for service and/or repair.
- All exposed sharp metal edges shall be filed/sanded to prevent possible injury to personnel operating the product/service. All Product/service delivered under an **H-GAC** contract may be subject to inspection to ensure compliance with this paragraph.

14. ALL STANDARD AND COMMON FEATURES:

- Each vehicle identified on the Form D shall be considered to have all standard and common features. Each vehicle identified on the Form D shall have back-up product literature, cut/sheets or another form of

product brochure that indicates or describes exactly what all the common or standard features are for each Base Item Product. These brochures shall be under a separate TAB and shall be identified as to Product Code. Some features will be related to safety and others to driver and for passenger convenience, which are generally provided in a transit vehicle without customer stipulation. Those features include but are not limited to; adjustable instrument lights, interior sun visors, exterior backup lamps, two-speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage.

- Certification of ISO 9001:2000 Compliance: The manufacturer of the buses shall have a proven, third-party certified quality control system in place and shall be ISO 9000:2000 certified at the facility that will produce the buses as bid. Written certification of this ISO compliance shall be included with the bid submission documents. A copy of the bus manufacturer's ISO approved Quality Assurance Manual (**cover page only with company identification and compliance registry number**) shall also be submitted with the Bidder(s) bid package. In lieu of this ISO compliance, H-GAC will allow a bus manufacturer, that has a long established history in the business of manufacturing buses and has a comprehensive Quality Assistance Program already in place to be considered for this solicitation. All such manufacturers must submit its Quality Assistance Program Manual (in its entirety) with their bid, both as a paper document and as an electronic document. Additional information shall be included with the QA Manual such as; company history (start date), how long the QA Program has been in existence, complaint history and resolutions, are there outside third party certifications of the Program, or any other additional information that would be helpful for H-GAC evaluation.
- For each line item bid, Bidder(s) must be able to verify sales of at least 250 units in order to substantiate that the item has been fully tested in the marketplace. **EXCEPTION:** An exception to the 250 unit minimum shall be granted for new models, but Contractor must fully disclose to End User that the bus is a new model and has not yet met the 250 unit requirement and must give the End User a list of purchasers of the new, with contact information.
- Each wheelchair position will have flip-seats installed as per the Bidder(s) floor plan for use when the wheelchair position is not occupied by wheelchairs. Flip-seats shall be provided with seat belts. Seat belt locking devices shall be of high quality, easy to latch and unlatch. The seats shall be of the same design as the other passenger seats. The bottom of the flip-seats shall be aluminum, ABS or carpeted. The type of flip-seat shall be indicated on the floor plan given to the End User prior to submission of an End User Purchase Order.
- The wheelchair positions shall be provided with restraint devices that will secure the wheelchair and the wheelchair passenger while in the wheelchair. These devices shall be adjustable to accommodate varying track widths of wheelchairs. Each wheelchair shall have a four-point securement (2 at the front and 2 at the rear). The Wheelchair securing retractors shall be fully automatic, self-tensioning and self-locking with recessed anchor points of sufficient strength to secure a wheelchair. Retractors and belts shall store in a convenient storage compartment. The entire securement system shall comply with all applicable regulations including the ADA regulations.

15. GENERAL INFORMATION AND REQUIREMENTS:

- **Unless otherwise specified in an End User**
- **Purchase Order**, vehicle manufacturer's standard advertised/published accessories for units shall be chassis-factory installed. Requested optional equipment on units shall be furnished and installed by the chassis manufacturer, or shall be furnished and installed by other manufacturers, provided all specified minimum requirements are met.
- Weldments to the frame of a cutaway chassis is allowed if the vehicle is of a low-floor design. Holes for bolting purposes shall be drilled in an acceptable manner. Burning shall not be acceptable under any condition to provide said holes. Further, no holes shall be drilled in either the top or bottom flange of truck frames with the exception of holes drilled in the section behind the rear-most attachment of the rear spring hangers or for preformed, factory-made frame rail bolt holes for subsequent body installation. Welding or torch cutting shall be confined to "boxing" the rear end of truck. All such work shall be confined to area behind rear spring hangers. Chassis frame rivets shall not be removed or cut flush with frame for any reason.
- Safety plaques (or decals) shall be furnished on both sides of any bus bodies where applicable. These safety plaques (or decals) shall include necessary warnings and precautions. Permanent plaques are

preferred to decals. Plaque or decal indicating the vehicle height must be posted within easy view of the driver. All decals such as; emergency exit, steps, wheelchair lift, etc shall be permanent and shall be in accordance with ANSI 535 4-1991 or latest revision.

- Do not install or attach decals or markings of any type pertaining to dealer/manufacture advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to any unit of government.
- The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued to the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. **The odometer statement on the MSO may satisfy this requirement.** Odometer and MSO shall be presented by contractor to the End User at the time of delivery.
- It is the Bidder(s) responsibility to calculate the actual loaded weight of the vehicle, to include all options, and to provide a higher GVWR if required.
- Successful Bidder(s) shall furnish buses meeting or exceeding the minimum requirements of this document, equipped exactly as listed for models in the various parts of this specification and with any other requirements specified in an End User P.O. The buses shall be completely assembled, serviced, adjusted, and including all standard equipment including standard and optional equipment installed. The units shall have been made ready prior to delivery to the End User/purchaser for continuous operation. Standard equipment shall include those components and accessories usually and ordinarily furnished without additional cost on regular production models.

16. AIR CONDITIONING:

The installed air conditioning system shall cool the interior of the vehicle to 80° F measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be (1) near the driver's location (2) at the mid-point of the body and (3) two feet forward of the rear of the vehicle. The air conditioning system shall be considered a vital necessity for both driver and passengers alike and never treated as a possible cost savings area.

The systems compressors, condenser, evaporators shall all be sized accordingly not be down-sized in any way that could lessen or cheapen the overall system as a whole. The system shall also be compatible with the vehicles engine so as not to put an undue strain on the engine or its components. All the components of the air conditioning system, shall meet or exceed the SAE-j2064 type d specifications or latest revisions. The air condition system shall be controlled from the driver's seated position and shall include a low pressure switch in order to provide protection to the system's compressor in case of low or sudden loss of R-134A refrigerant.

17. SAFETY EQUIPMENT:

The following applies to all types buses:

- **First Aid Kit:** The first aid kit shall be a Standard 24 unit First Aid Kit to include one way airway apparatus and one pair of disposable gloves. Kit shall be securely mounted near the driver's seat.
- **Fire Extinguisher:** The fire extinguisher shall be a minimum of five (5) pound dry type (BC rated), securely mounted near the driver's seat.
- **Reflectors:** Three (3) triangular reflectors with a storage container shall be provided, securely mounted near the driver's seat.
- **Back-Up Alarm:** Back-up alarm that is electrically operated and produces an intermittent sound when the vehicle is shifted into reverse shall be furnished to warn others while vehicle movement is in reverse. The alarm shall meet or exceed SAE J994B standards or latest revised standards.
- **Fresnel Lens:** Fresnel Lens shall be provided on the rear windows of the vehicle where applicable.

18. BUMPERS:

The rear bumper shall be of sufficient strength to allow the vehicle to be pushed without damage.

19. LIGHTING:

Overhead entrance and stepwell lights shall provide no less than five foot-candles of illumination on the entrance step area with the door open. This system shall be illuminated automatically when the door is open. Overhead and stepwell lights shall be wired to and activated automatically by door control and by a separate dash mounted switch.

All exterior lights, with the exception of headlights, passenger entry door, lift door, curb light, and rear backup lights shall be Light Emitting Diode (LED) lights. Lighting shall be in accordance with Federal Motor Carrier Safety Regulations 393.12, or its latest revisions. All lights shall have wire long enough to move the light at least six inches (6") from vehicle for service. Lights shall be grounded to body framing structure. All lights shall be sealed from moisture. Marker lights shall be armored, surface mounted. Center brake light shall be furnished.

20. HEATING AND DEFROSTING:

A rear hot water heater with blower fan shall have a BTU rating of at least thirty thousand (30,000) shall be installed under a seat near the rear of the vehicle. The controls shall be readily accessible to the driver. Heater hose connections shall be installed above the floor of the vehicle body and through the fire wall to the engine compartment. Easily accessible all brass gate valve(s) shall be furnished to cut off the flow of coolant water to the rear heater.

21. SERVICE MANUALS:

A line setting sheet and manual(s) containing operating and servicing instructions for the vehicle shall be provided with each vehicle. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for each vehicle including the vehicle's driveline components. Necessary warning and safety precautions shall be included. In addition, manual(s) containing illustrated parts lists, operating and servicing instructions for related, ad special equipment supplied with the vehicle shall be provided with the vehicle. In addition, Bidder(s) will quote as a published option, any service or operating manuals commercially available from the manufacturers of each component of the vehicle.

22. PRE-DELIVERY SERVICE:

All units shall include new vehicle pre-delivery service and the following service shall be performed before the units are delivered to the receiving agency:

- All fluid levels checked and maintained with the proper grade and type of fluids.
- Pre-delivery inspection and service on chassis.
- The interior and exterior of units shall have been cleaned and washed.
- When so specified in an End User Purchase Order, the vendor or its representative which is authorized will indicate that service was performed and that inspection indicates the product is in good condition and ready for delivery.

23. DELIVERY OF EQUIPMENT TO END USERS:

The successful Bidder(s) under contract with **H-GAC** shall be responsible for delivery and acceptance of each piece of equipment delivered to the End User according to the requirements of these specifications, the contract with **H-GAC**, and the purchase order issued to the Bidder(s) by **H-GAC** on the End User Agency's behalf. All required tests of equipment, certifications and licensing shall be borne by the Bidder(s).

24. WARRANTY & MAINTENANCE:

Warranties submitted with the bid response shall be in lieu of all other warranties, expressed or implied, all other representations to **H-GAC**, and/or the End User Agency, and all other obligations or liabilities, including liability or incidental or consequential damage on the part of the Bidder(s). Neither **H-GAC** nor the End User assume any warranty or liability on the Bidder(s) behalf unless made or assumed in writing initiated by the Bidder(s) and agreed to in writing by **H-GAC** or the End User.

- Bidder(s) must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Bid Invitation. The Warranty and Maintenance Services, including Extended Maintenance Agreements, must be described in detail on the **Form E**.
- Contractor will warrant against defects in workmanship of product for the minimum standard period warranty from the date of acceptance of said equipment. This shall include but not limited to all parts, labor and related travel expenses.
- Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the End User, if the term of the standard warranty has not expired.
- Bidder(s) must provide, on **Form E**, a complete description of its warranty service, maintenance and extended maintenance programs, to include any End User costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.

- Extended Maintenance Agreements (post warranty maintenance agreements) are considered a part of this agreement and can include both remedial and preventive maintenance services to include all labor and parts (except consumables).
 - a. An additional agreement containing the extended maintenance may need to be signed by the Bidder(s) and End User.
 - b. If purchased by the End User, the initial period begins after the expiration of the initial warranty period (minimum 1-yr.), and shall provide the same terms and conditions of the initial warranty.
 - c. Bidder(s) shall state on Form E, the annual Extended Maintenance Agreement cost for all equipment and components.

25. MULTIPLE UNIT DISCOUNTS:

The Bidder(s) must state in their bid response on **Form E**, any discounts for End Users placing multiple unit orders per purchase order and exactly what parameters must be met in order to receive those additional pricing discounts.

IMPORTANT NOTE: Federal Legislation – (SAFETEA-LU) bill, Public Law 109-59 as passed by Congress and signed by the President, in 2005. Section 3025(i) reads as follows; “Bus Dealer Requirements – No State law requiring buses to be purchased through in-State dealers shall apply to vehicles purchased with a grant under this chapter.”

HGACBuy is making reference to this federal statute as it applies, because of the Section A, Sub-heading 14 on page 8 of 19, TEXAS MOTOR VEHICLE COMMISSION CODE AND LICENSING, found within this bid offering. As a governmental entity within the State of Texas we must continue to comply with this directive and request the state licensing requirements be met as required.

NOTE: At no time shall this contract be used for the purchase of used or previously owned equipment. Purchases shall always be for the most current make/model of equipment

NOTE: The following Exhibit ‘A’, Federal Articles and Certifications should be signed and submitted with the bid response as a ‘hard copy’ and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following Exhibit ‘B’, a short section of FTA Circular 4220.1F, Transit Vehicle Manufacturers Certificate of Compliance, it must be signed and submitted with the bid response as a ‘hard copy’ and as an electronic copy as well. It should be labeled with an identification TAB within the bid response binder.

NOTE: The following Exhibit ‘C’, is the cover page for the FTA Circular 4220.1F, Third Party Contracting Guidance, must be signed and submitted with the bid response as a ‘hard copy’ and as an electronic copy as well. Signing this single cover sheet signifies compliance with this entire FTA Circular. It should be labeled with an identification TAB within the bid response binder.

[All Exhibits are located at the end of the bid document following the ProForma Contract]

26. INSTRUCTIONS AND REFERENCES:

It is extremely important that you follow all response instructions including those found in Section A, Sub-section 27 starting on page 11 of 19. Also, a list of References indicated in Section A, Sub-section 9, page 6 of 19. A checklist found in the Forms Section can be a helpful guide and each line of that form must be initialed.

**End of Section B
For Information About This Invitation, Please Contact:**

**Aundre Petty
Ph: 713.993.2453
Fax: 713-993-4548
E-mail: aundre.petty@h-gac.com**

For Use In Responding To Competitive Bid And Proposal InvitationsInvitation No.: **BT01-14**Title: **BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Exhibits:	Exhibits A thru D

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: BT01-14

Invitation Title: BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: **Manufacturer** **Dealer/Distributor** **Other**

Response Type(1): **Single Offeror Acting Alone Or As Lead** **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ Title: _____

Mailing Address(3): _____

Street/PO Box _____ City _____ State & Zip _____

Physical Address: _____

Street _____ City _____ State & Zip _____

Phone: _____ Fax: _____

Email Address: _____

Federal Tax ID No.: _____ Web Page URL: _____

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ Title: _____

Mailing Address: _____

Street/PO Box _____ City _____ State & Zip _____

Physical Address: _____

Street _____ City _____ State & Zip _____

Toll Free Phone: _____ Fax: _____

Email Address: _____

- (4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Title: BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**Offeror:** _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By: _____

Title: _____

Date: _____

HUB Status Of Offeror Offeror is a HUB, as detailed below. Offeror is not a HUB.

Designation(s):

 HUB DBE MBE WBE Other

Certifying/Listing Authority(s): _____

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

 Subcontractor List attached. No Subcontractors will be used.

Title: **BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES**

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:	Initial
1 An "Original" hard copy of the COMPLETE submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder.	
2 A copy of the COMPLETE submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive).	
3 An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	
4 The required list of References .	
5 Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
6 Complete Warranty Documentation for all Products offered.	
7 The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered.	
8 Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	
9 If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
10 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	
11 All line items on the Form D (that your company is bidding) has both a price and a (yes or no) inserted in the box provided as to whether products offered are "Buy America Certified".	
12 All Altoona Test Certifications have been submitted with the bid document.	
13 All ISO-9001:2000 Certifications have been submitted with the bid documents. QA manuals in lieu of these ISO Certificates.	
14 Exhibits A, B and C submitted and signed. These forms must be submitted in paper-form as well as submitted electronically.	
15 FTA Standard Bus Procurement guidelines 1.1.6.8 Certificate of Compliance with Bus Testing Requirements. The procurement must comply with 49 U.S.C. § 5323 © and the FTA's implementation of regulation 49 CFR Part 665. (Signed copy like the form that is given to the End User upon purchase of your product.)	

H-GAC 'FORM D' ---- PRODUCT ITEM BASE OFFERING PRICES

Offeror Name:

Invitation No.: BT01-14 - BUSES - SHUTTLE, TRANSIT, TRAMS & OTHER SPECIALTY BUSES

NOTES & INSTRUCTIONS:

1. Form D has been included in order to assist Bidders. Offeror shall complete this form and include completed copies of this form with their bid (print and include applicable sections of this form that corresponds to the models bid.)
2. The three (3) character Product Code; The first character designates the manufacturer, the second character designates the primary equipment category and the third character designates the specific manufacturer's model.
3. A copy of this Form D shall be included with the bid in an electronic format (CD/disk). It shall be in a format that can easily be copied and pasted for evaluation purposes and for possible uploading to our website.
4. Bidders should bid optional models (upgrades/downgrades), accessories, enhancements, etc. on Form E.
5. Pricing for optional models to be shown as the differential amount between the Base Product item price and the optional model being bid. Bidder shall reference the three (3) alpha/numeric character Product Code listed below that correlates to the option (model) being bid on Form E.

Base Product Code	Manufacturer	Description	Bid Price (\$\$\$)	Buy Am. Yes or No
AWA	A & G Mercury	Tram Tow Tug Tractor - Gasoline Fueled		
AWB	A & G Mercury	Tram Tow Tug Tractor - Propane Fueled		
AWC	A & G Mercury	Tram Tow Tug Tractor - Diesel Fueled		
BOA	Alexander Dennis	Enviro 500 40 foot Double Decker - Transit Operation		
BOB	Alexander Dennis	Enviro 500 42 foot Double Decker - Transit Operation		
BOC	Alexander Dennis	Enviro 500 42 foot Double Decker - Inter-Urban Operation		
BOD	Alexander Dennis	Enviro 500 42 foot Twin Staircase Double Decker - Transit Operation		
BOE	Alexander Dennis	Enviro 400 36 foot Open Top Double Decker - Tourist Operation		
BRA	Alexander Dennis	Enviro 500 42 foot Hybrid Double Decker - Transit Operation		
CVA	Arboc Mobility	SOM 13 Passenger w/1-Wheelchair		
CVB	Arboc Mobility	SOM 9 Passenger w/1-Wheelchair and Luggage Rack		
CVC	Arboc Mobility	SOM 19 Passenger w/2-Wheelchair		
CVD	Arboc Mobility	SOM 21 Passenger w/2-Wheelchair		
CVE	Arboc Mobility	SOM 9 Passenger w/4-Wheelchair w/CNG		
DBA	Blue Bird	G5, 100, 16 passenger		
DBB	Blue Bird	G5, 100, 8 passenger w/2-Wheelchair		
DCA	Blue Bird	G5, 200, 21 passenger		
DCB	Blue Bird	G5, 200C, 12 passenger w/2-Wheelchair		
DGA	Blue Bird	G5, 900, 25 passenger - Ford Chassis Only		
DGB	Blue Bird	G5, 900, 16 passenger w/2-Wheelchair, Ford Chassis Only		
DHA	Blue Bird	BBCV		
DLA	Blue Bird	A3FE		
DLB	Blue Bird	D3FE		
DLC	Blue Bird	D3RE		
EAA	Braun	Paratransit Package A-208		
EAB	Braun	Paratransit Package B-208		
EAC	Braun	Paratransit Package C-208		
EAD	Braun	Paratransit Package D-208		
EAE	Braun	Paratransit Package E-208		
EAF	Braun	Paratransit Package F-208		
EEA	Braun	Entervan		

FBA	Champion Bus Inc.	Crusader CR-210 - 14 Passenger		
FBB	Champion Bus Inc.	Crusader CR-211 - 8 Passenger w/2-Wheelchair		
FBC	Champion Bus Inc.	Crusader CR-213 - 11 Passenger w/Luggage Rear		
FBD	Champion Bus Inc.	Crusader CR-214 - 14 Passenger w/Luggage Box		
FCA	Champion Bus Inc.	Challenger CH-200 - 17 Passenger		
FCB	Champion Bus Inc.	Challenger CH-220 - 21 Passenger		
FCC	Champion Bus Inc.	Challenger CH-230 - 16 Passenger w/2-Wheelchair		
FCD	Champion Bus Inc.	Challenger CH-231 - Flat Floor - 6 Passenger w/3-Wheelchair		
FCE	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/Luggage Box		
FCF	Champion Bus Inc.	Challenger CH-250 - 25 Passenger		
FCG	Champion Bus Inc.	Challenger CH-250 - 18 Passenger w/ 2-Wheelchair		
FCH	Champion Bus Inc.	Challenger CH-251 - Flat Floor - 11 Passenger w/3-Wheelchair		
FCI	Champion Bus Inc.	Challenger CH-253 - 21 Passenger w/Luggage Rear		
FDA	Champion Bus Inc.	Defender DF-270 - 25 Passenger w/Luggage Rear		
FDB	Champion Bus Inc.	Defender DF-270 - 29 Passenger		
FDC	Champion Bus Inc.	Defender DF-270 - 20 Passenger w/2-Wheelchair		
FDD	Champion Bus Inc.	Defender DF-280 - 21 Passenger		
FDE	Champion Bus Inc.	Defender DF-281 - 18 Passenger w/2-Wheelchair RL		
FDF	Champion Bus Inc.	Defender DF-290 - 27 Passenger		
FDG	Champion Bus Inc.	Defender DF-291 - 20 Passenger w/2-Wheelchair RL		
FDH	Champion Bus Inc.	Defender M2 - 14 Passenger w/3-Wheelchair FL		
FDI	Champion Bus Inc.	Defender M2 - 24 Passenger w/2-Wheelchair RL		
FDJ	Champion Bus Inc.	Defender M2 - 24 Passenger w/2-Wheelchair FL		
FDK	Champion Bus Inc.	Defender M2 - 25 Passenger w/2-Wheelchair FL		
FDL	Champion Bus Inc.	Defender DF-290 - 23 Passenger w/Luggage Box		
FDM	Champion Bus Inc.	Defender DF-310 - 33 Passenger		
FDN	Champion Bus Inc.	Defender DF-291 - 24 Passenger w/2-Wheelchair		
FDO	Champion Bus Inc.	Defender DF-313 - 29 Passenger w/Luggage Rear		
FDP	Champion Bus Inc.	Defender M2 - 28 Passenger w/2-Wheelchair RL		
FDQ	Champion Bus Inc.	Defender M2 - 29 Passenger w/2-Wheelchair FL		
FDR	Champion Bus Inc.	Defender M2 - 30 Passenger w/2-Wheelchair RL		
FDS	Champion Bus Inc.	Defender M2 - 32 Passenger w/2-Wheelchair FL		
FDT	Champion Bus Inc.	Defender M2 - 33 Passenger		
FDU	Champion Bus Inc.	Defender M2 - 34 Passenger w/2-Wheelchair FL		
FDV	Champion Bus Inc.	Defender M2 - 38 Passenger w/2-Wheelchair RL		
FDW	Champion Bus Inc.	Defender M2 - 41 Passenger		
FGB	Champion Bus Inc.	CTS FE 300 - 31 Passenger w/2-Wheelchair FL		
FGC	Champion Bus Inc.	CTS FE 301 - 27 Passenger w/2-Wheelchair FL		
FGD	Champion Bus Inc.	CTS FE 331 - 33 Passenger w/2-Wheelchair FL		
FGE	Champion Bus Inc.	CTS FE 331 - 32 Passenger w/2-Wheelchair RL		
FGF	Champion Bus Inc.	CTS FE 380 - 43 Passenger		
FGG	Champion Bus Inc.	CTS FE 381 - 42 Passenger w/5-Wheelchair FL		
FGH	Champion Bus Inc.	CTS FE 381 - 42 Passenger w/2-Wheelchair RL		
FGI	Champion Bus Inc.	CTS RE 300 - 30 Passenger		
FGJ	Champion Bus Inc.	CTS RE 301 - 30 Passenger w/2-Wheelchair		
FGK	Champion Bus Inc.	CTS RE 330 - 36 Passenger		
FGL	Champion Bus Inc.	CTS RE 341 - 35 Passenger w/2-Wheelchair		
FGM	Champion Bus Inc.	CTS RE 380 - 45 Passenger		
FGN	Champion Bus Inc.	CTS RE 381 - 43 Passenger w/2-Wheelchair		
FGO	Champion Bus Inc.	SR Transport - 39 Passenger		
FGP	Champion Bus Inc.	SR Transport - 33 Passenger w/2-Wheelchair		
FGQ	Champion Bus Inc.	SR Transport Prison Unit - 35 RE		
FUA	Champion Bus Inc.	EZ-Trans		
GIA	Chance Morgan	TramStar LFT Power Car - Gasoline		
GIB	Chance Morgan	TramStar LFT Power Car - Diesel		

GIC	Chance Morgan	TramStar LFT Power Car - Propane		
GID	Chance Morgan	TramStar LFT Power Car - CNG		
GIE	Chance Morgan	TramStar LFT Trailer - 28 Passenger		
HAA	Coach & Equipment	Phoenix AC, 10 Passenger		
HAB	Coach & Equipment	Phoenix AC, 4 passenger w/1-Wheelchair		
HAC	Coach & Equipment	Phoenix AC, 2 passenger w/2-Wheelchair		
HBA	Coach & Equipment	Phoenix ML, 11 passenger		
HBB	Coach & Equipment	Phoenix ML, 8 passenger w/1-Wheelchair		
HBC	Coach & Equipment	Phoenix ML, 4 passenger w/2-Wheelchair		
HBD	Coach & Equipment	Phoenix ML, 2 passenger w/3-Wheelchair		
HBE	Coach & Equipment	Phoenix ML, 1 passenger w/4-Wheelchair		
HCA	Coach & Equipment	Phoenix, 24 passenger		
HCB	Coach & Equipment	Phoenix, 16 passenger		
HCC	Coach & Equipment	Phoenix, 12 passenger		
HCD	Coach & Equipment	Phoenix, 10 passenger w/1-Wheelchair		
HCE	Coach & Equipment	Phoenix, 6 passenger w/2-Wheelchair		
HCF	Coach & Equipment	Phoenix, 12 passenger w/2-Wheelchair		
HCG	Coach & Equipment	Phoenix, 16 passenger w/2-Wheelchair		
HCH	Coach & Equipment	Phoenix, 14 passenger w/3-Wheelchair		
HCI	Coach & Equipment	Phoenix, 10 passenger w/4-Wheelchair		
HCJ	Coach & Equipment	Phoenix, 6 passenger w/5-Wheelchair		
HCK	Coach & Equipment	Phoenix, 21 passenger w/rear luggage		
HCL	Coach & Equipment	Phoenix, 12 passenger w/rear luggage		
HCM	Coach & Equipment	Phoenix, 10 passenger w/rear luggage		
IBA	Collins Bus	Commuter 14 Passenger, 2-Covered -Wheelchair stations		
ICA	Collins Bus	Commuter 22 Passenger		
JBA	Diamond Coach	PT 2000-F-13, 12 Passenger w/1-Wheelchair		
JBB	Diamond Coach	PT 2000-F-14, 10 Passenger w/2-Wheelchair		
JBC	Diamond Coach	VIP 2000-C-7, 14 Passenger		
JBD	Diamond Coach	VIP 2200-C-3, 20 Passenger		
JBE	Diamond Coach	VIP 2200-F-3, 12 Passenger w/2-Wheelchair		
JBF	Diamond Coach	VIP 2200-F-10, 6 Passenger w/4-Wheelchair		
JBG	Diamond Coach	VIP 2500-C-3, 24 Passenger		
JBH	Diamond Coach	VIP 2500-F-1, 16 Passenger w/2-Wheelchair		
JBI	Diamond Coach	VIP 2500-F7, 10 Passenger w/4-Wheelchair		
JBJ	Diamond Coach	VIP 2500-F-17, 20 Passenger w/1-Wheelchair or 16 Passenger w/2-Wheelchair		
JBK	Diamond Coach	VIP 2500-F-21, 20 Passenger w/1-Wheelchair or w/7-Wheelchair		
JBL	Diamond Coach	VIP 2800-C-4, 24 Passenger		
JBM	Diamond Coach	VIP 2800-C-1, 28 Passenger		
JBN	Diamond Coach	VIP 2800-F-3, 20 Passenger w/2-Wheelchair		
JBO	Diamond Coach	VIP 2800-F-37, 22 Passenger w/1-Wheelchair or 20 Passenger w/2-Wheelchair		
JBP	Diamond Coach	VIP 3201-C-1, 24 Passengers		
JBQ	Diamond Coach	VIP 3201-C- 33 Passengers		
JCA	Diamond Coach	VIP 2200-A-1, 16 Passenger		
JCB	Diamond Coach	VIP 2200-B-1, 15 Passenger w/Luggage Rear		
JCC	Diamond Coach	VIP 2200-C-O, 21 Passenger		
JCD	Diamond Coach	VIP 2200-C-101, 17 Passenger w/Luggage box		
JCE	Diamond Coach	VIP 2200-D-1, 18 Passenger		
JCF	Diamond Coach	VIP 2200-D-O, 16 Passenger w/Luggage Box		
JCG	Diamond Coach	VIP 2200-E-2, 11 Passenger w/2-Wheelchair		
JCH	Diamond Coach	VIP 2200-E-1, 6 Passenger w/3-Wheelchair		
JCI	Diamond Coach	VIP 2200-F-O, 12 Passenger w/2-Wheelchair		
JCJ	Diamond Coach	VIP 2200-F-4, 6 Passenger w/4-Wheelchair		
JCK	Diamond Coach	IBD 2200, 20 Passenger		

JCL	Diamond Coach	IBD 2200, 11 Passenger w/2-Wheelchair		
JDA	Diamond Coach	VIP 2500-A-1, 20 Passenger		
JDB	Diamond Coach	VIP 2500-B-O, 21 Passenger w/Luggage Rear		
JDC	Diamond Coach	VIP 2500-C-O, 25 Passenger		
JDD	Diamond Coach	VIP 2500-C-101, 21 Passenger w/Luggage Box		
JDE	Diamond Coach	VIP 2500-D-100, 21 Passenger		
JDF	Diamond Coach	VIP 2500-D-O, 20 Passenger w/Luggage Box		
JDG	Diamond Coach	VIP 2500-E-O, 15 Passenger w/2-Wheelchair		
JDH	Diamond Coach	VIP 2500-E-103, 8 Passenger w/4-Wheelchair		
JDI	Diamond Coach	VIP 2500-F-14, 16 Passenger w/2-Wheelchair		
JDJ	Diamond Coach	VIP 2500-F-41, 8 Passenger w/5-Wheelchair		
JDK	Diamond Coach	VIP 2500-F-37, w/7-Wheelchair		
JDL	Diamond Coach	VIP 3201, Type III-HD, 33 Passenger		
JDM	Diamond Coach	VIP 3201, Type III-HD, 29 Passenger w/Rear Luggage		
JDN	Diamond Coach	VIP 3201, Type III-HD, 24 Passenger w2-Wheelchair		
JDO	Diamond Coach	IBD 2500, 24 Passenger		
JDP	Diamond Coach	IBD 2500, 17 Passenger w/2-Wheelchair		
KIA	Double K, Inc.	Hometown Trolley/Mainstreet 34 Passenger w/2 Wheelchair seats - Rear Engine		
KJA	Double K, Inc.	Hometown Trolley/Villager 28 Passenger w/2-Wheelchair seats - Front Engine		
KMA	Double K, Inc.	Mainstreet LF - 30 Passenger		
KMB	Double K, Inc.	Mainstreet LF - 34 Passenger		
KMC	Double K, Inc.	Mainstreet LF - 38 Passenger		
KVA	Double K, Inc.	Hometown Carriage LF, 16 Passenger w/2-Wheelchair		
LBA	EIDorado National - K	Aerolite 190 - 7 Passengers w/1-Wheelchair space		
LBB	EIDorado National - K	Aerolite 200 - 8 Passengers w/1-Wheelchair space		
LBC	EIDorado National - K	Aerolite 210 - 10 Passengers w/1-Wheelchair space		
LCA	EIDorado National - K	Advantage 200 - 8 Passengers w/ 2-Wheelchair spaces		
LCB	EIDorado National - K	Advantage 220 - 12 Passengers w/2-Wheelchair spaces		
LCC	EIDorado National - K	Advantage 240 - 16 Passengers w/2-Wheelchair spaces		
LCD	EIDorado National - K	Advantage 270 - 18 Passengers w/2-Wheelchair spaces		
LCE	EIDorado National - K	Aerotech 200 - 10 Passengers w/2-Wheelchair spaces		
LCF	EIDorado National - K	Aerotech 220 - 12 Passengers w/2-Wheelchair spaces		
LCG	EIDorado National - K	Aerotech 240 - 16 Passengers w/2-Wheelchair spaces		
LCH	EIDorado National - K	Krystal K24 - 12 Passengers w/ 2-Wheelchair spaces		
LCI	EIDorado National - K	Transtech 200 - 10 Passengers w/2-Wheelchair spaces		
LCJ	EIDorado National - K	Transtech 220 - 12 Passengers w/2-Wheelchair spaces		
LCK	EIDorado National - K	Transtech 240 - 16 Passengers w/2-Wheelchair spaces		
LDA	EIDorado National - K	Aero Elite F550 270 - 18 Passengers w/2-Wheelchair spaces		
LDB	EIDorado National - K	Aero Elite F550 290 - 20 Passengers w/2-Wheelchair spaces		
LDC	EIDorado National - K	Aero Elite F550 320 - 24 Passengers w/2-Wheelchair spaces		
LDD	EIDorado National - K	Aero Elite TC 250 - 16 Passengers w/2-Wheelchair spaces		
LDE	EIDorado National - K	Aero Elite TC 270 - 18 Passengers w/2-Wheelchair spaces		
LDF	EIDorado National - K	Aero Elite TC-290 - 20 Passengers w/2-Wheelchair spaces		
LDG	EIDorado National - K	Aero Elite TC 320 - 24 Passenger w/2-Wheelchair spaces		
LDH	EIDorado National - K	Aero Elite UC 250 - 16 Passengers w/2-Wheelchair spaces		
LDI	EIDorado National - K	Aero Elite UC 270 - 18 Passengers w/2-Wheelchair spaces		
LDJ	EIDorado National - K	Aero EliteUC-290 - 20 Passengers w/2-Wheelchair spaces		
LDK	EIDorado National - K	Aero Elite UC 320 - 24 Passenger w/2-Wheelchair spaces		
LDL	EIDorado National - K	Aero Elite Freightliner 270 - 18 Passengers w/2-Wheelchair spaces		
LDM	EIDorado National - K	Aero Elite Freightliner 290 - 20 Passengers w/2-Wheelchair spaces		
LDN	EIDorado National - K	Aero Elite Freightliner 320 - 24 Passenger w/2-Wheelchair spaces		
LDO	EIDorado National - K	Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces		
LDP	EIDorado National - K	Krystal K33 F550 - 22 Passengers w/2-Wheelchair spaces		
LEA	EIDorado National - K	Amerivan PT - 3 Passengers w/1-Wheelchair space		

LEB	ElDorado National - K	Mission - 1 Passenger w/2-Wheelchair spaces		
LFA	ElDorado National - K	Aero Access 240 - 14 Passengers w/2-Wheelchair spaces		
LHA	ElDorado National - K	Krystal K30 F550 - 17 Passengers w/2-Wheelchair spaces		
LHB	ElDorado National - K	Krystal K31 IH - 20 Passengers w/2-Wheelchair spaces		
LJA	ElDorado National - R	Transmark 29' High-Floor Bus		
LJB	ElDorado National - R	Transmark 32' High-Floor Bus		
LKA	ElDorado National - R	Axess 35' Low-Floor Bus		
LKB	ElDorado National - R	Axess 40' Low-Floor Bus		
LKC	ElDorado National - R	E-Z Rider II 30' Low-Floor Bus		
LKD	ElDorado National - R	E-Z Rider II 32' Low-Floor Bus		
LKE	ElDorado National - R	E-Z Rider II 35' Low-Floor Bus		
LLA	ElDorado National - R	XHF 29' High-Floor Bus		
LLB	ElDorado National - R	XHF 32' High-Floor Bus		
LLC	ElDorado National - R	XHF 35' High-Floor Bus		
LLD	ElDorado National - R	Arrivo 33' High-Floor Bus		
LLE	ElDorado National - R	Arrivo 38' High-Floor Bus		
LLF	ElDorado National - R	Arrivo 40' High-Floor Bus		
LNA	ElDorado National - R	Axess 35' Low-Floor Bus (Hybrid)		
LNB	ElDorado National - R	Axess 40' Low-Floor Bus (Hybrid)		
LQA	ElDorado National - R	Passport-HD 30' Low-Floor Bus		
LQB	ElDorado National - R	Passport-HD 35' Low-Floor Bus		
MCA	Elkhart Coach	EC-II, Type III, 25 Passenger		
MCB	Elkhart Coach	EC-II, Type III, 21 Passenger w/Rear Luggage		
MCC	Elkhart Coach	EC-II, Type III, 16 Passenger w/2-Wheelchair		
MCD	Elkhart Coach	EC-II, Type III, 20 Passenger w/2-Wheelchair		
MCE	Elkhart Coach	EC-II, Type III, 21 Passenger		
MCF	Elkhart Coach	EC-II, Type III, 16 Passenger w/Rear Luggage		
MCG	Elkhart Coach	EC-II, Type III, 14 Passenger		
MCH	Elkhart Coach	EC-II, Type III, 12 Passenger w/2-Wheelchair		
NEA	Freedom Motors	Dodge Grand Caravan SE 100"x31" lowered floor rear entry - 4-passanger w/2-Wheelchair		
NEB	Freedom Motors	Dodge Grand Caravan SE 60"x31" lowered floor rear entry - 4-passanger w/1-Wheelchair		
NEC	Freedom Motors	Toyota Sienna CE 60"x31" lowered floor rear entry - 4 passanger w/1-Wheelchair		
OUA	General Coach	EZ Trans, Low Floor on International Chassis - 13 Passengers w/2-Wheelchair		
OUB	General Coach	EZ Trans, Low Floor on International Chassis - 11 Passengers w/3-Wheelchair		
OUC	General Coach	EZ Trans, Low Floor on International Chassis - 15 Passengers w/3-Wheelchair		
ODU	General Coach	EZ Trans, Low Floor on International Chassis - 23 Passengers w/2-Wheelchair		
OUE	General Coach	EZ Trans, Low Floor on International Chassis - 27 Passengers w/2-Wheelchair		
PIA	Gillig Corp.	30' Trolley Replica Bus		
PIB	Gillig Corp.	35' Trolley Replica Bus		
PKA	Gillig Corp.	Low Floor 35', Maximum Seating 32		
PKB	Gillig Corp.	Low Floor 40', Maximum Seating 40		
PKC	Gillig Corp.	Low Floor BRT 35'		
PKD	Gillig Corp.	Low Floor BRT 40'		
PLA	Gillig Corp.	High Floor Phantom 30', Maximum Seating 29		
PLB	Gillig Corp.	High Floor Phantom 35', Maximum Seating 37		
PMA	Gillig Corp.	Low Floor 29', Maximum Seating 28		
PMB	Gillig Corp.	Low Floor BRT 30'		
PNA	Gillig Corp.	High Floor Phantom 40', Maximum Seating 45		
PPA	Gillig Corp.	Low Floor HYBRID 30', Maximum Seating 28		
PQA	Gillig Corp.	Low Floor HYBRID 35', Maximum Seating 32		

QQB	Gillig Corp.	Low Floor HYBRID 40', Maximum Seating 40		
QBA	Glaval Bus	Primetime 350 Series - 8 Passenger w/2-Wheelchair		
QBB	Glaval Bus	Primetime 350 Series - 13 Passenger		
QBC	Glaval Bus	Sport Series - 12 Passenger		
QCA	Glaval Bus	Universal Series - 16 Passenger w/2-Wheelchair		
QCB	Glaval Bus	Universal Series - 25 Passenger		
QCC	Glaval Bus	Titan II Series - 10 Passenger w/2-Wheelchair FL		
QCD	Glaval Bus	Titan II Series - 12 Passenger w/2-Wheelchair RL		
QCE	Glaval Bus	Titan II Airporter Series - 10 Passenger w/2-Wheelchair FL		
QCF	Glaval Bus	Universal Airporter Series - 8 Passenger w/2-Wheelchair RL		
QCG	Glaval Bus	Universal Airporter Series - 10 Passenger w/2-Wheelchair RL		
QCH	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair RL		
QCI	Glaval Bus	Universal Airporter Series - 8 Passenger w/2-Wheelchair FL		
QCJ	Glaval Bus	Universal Airporter Series - 13 Passenger w/2-Wheelchair FL		
QCK	Glaval Bus	Universal Airporter Series - 12 Passenger w/2-Wheelchair FL		
QCL	Glaval Bus	Universal Airporter Series - 14 Passenger w/2-Wheelchair RL		
QCM	Glaval Bus	Titan II Series - 14 Passenger w/2-Wheelchair		
QCN	Glaval Bus	Titan II Series - 20 Passenger		
QDA	Glaval Bus	Concorde II Series - 14 Passenger w/2-Wheelchair		
QDB	Glaval Bus	Concorde II Series - 18 Passenger w/2-Wheelchair FL		
QDC	Glaval Bus	Concorde II Series - 18 Passenger w/2-Wheelchair RL		
QDD	Glaval Bus	Concorde II Series - 22 Passenger w/2-Wheelchair FL		
QDE	Glaval Bus	Concorde II Series - 22 Passenger w/2-Wheelchair RL		
QDF	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair FL		
QDG	Glaval Bus	Concorde II Series - 24 Passenger w/2-Wheelchair RL		
QDH	Glaval Bus	Concorde II Series - 26 Passenger w/2-Wheelchair FL		
QDI	Glaval Bus	Concorde II Series - 28 Passenger w/2-Wheelchair RL		
QDJ	Glaval Bus	Concorde II Series - 30 Passenger w/2-Wheelchair FL		
QDK	Glaval Bus	Concorde II Series - 30 Passenger w/2-Wheelchair RL		
QDL	Glaval Bus	Concorde II Series - 34 Passenger w/2-Wheelchair FL		
QDM	Glaval Bus	Concorde II Series - 34 Passenger w/2-Wheelchair RL		
QDN	Glaval Bus	Concorde II Series - 38 Passenger w/2-Wheelchair RL		
QDO	Glaval Bus	Concorde II Airporter Series - 16 Passenger w/2-Wheelchair RL		
QDP	Glaval Bus	Concorde II Airporter Series - 18 Passenger w/2-Wheelchair RL		
QDQ	Glaval Bus	Concorde II Airporter Series - 22 Passenger w/2-Wheelchair RL		
QDR	Glaval Bus	Concorde II Airporter Series - 26 Passenger w/2-Wheelchair RL		
QDS	Glaval Bus	Concorde II Airporter Series - 28 Passenger w/2-Wheelchair RL		
QDT	Glaval Bus	Concorde II Airporter Series - 32 Passenger w/2-Wheelchair RL		
QDU	Glaval Bus	Concorde II Airporter Series - 36 Passenger w/2-Wheelchair RL		
QDV	Glaval Bus	Entourage - 33 Passenger		
QDW	Glaval Bus	Entourage - 20 Passenger w/2-Wheelchair		
QDX	Glaval Bus	Entourage - 24 Passenger w/2-Wheelchair RL		
QDY	Glaval Bus	Entourage - 25 Passenger w/Luggage Rear		
QDZ	Glaval Bus	Entourage - 26 Passenger w/2-Wheelchair RL		
QDAA	Glaval Bus	Entourage - 29 Passenger		
QDBB	Glaval Bus	Entourage - 22 Passenger w/2-Wheelchair		
QDCC	Glaval Bus	Entourage - 29 Passenger w/Luggage Rear		
QDDD	Glaval Bus	Concorde II Series - 39 Passenger		
QGA	Glaval Bus	Apollo Series - 27 Passengers w/2-Wheelchair		
QGB	Glaval Bus	Apollo Series - 32 Passenger		
QGC	Glaval Bus	Apollo Series - 36 Passenger		
QGD	Glaval Bus	Apollo Series - 38 Passenger w/Luggage Rear		
QGE	Glaval Bus	Apollo Series - 39 Passenger		
QGF	Glaval Bus	Apollo Series - 39 Passenger w/Luggage Rear		
QGG	Glaval Bus	Apollo Series - 24 Passenger w/2-Wheelchair RL		
QGH	Glaval Bus	Apollo Series - 28 Passenger w/2-Wheelchair RL		

QGI	Glaval Bus	Apollo Series - 30 Passenger w/2-Wheelchair RL		
QGJ	Glaval Bus	Apollo Series - 30 Passenger w/2-Wheelchair RL		
QVA	Glaval Bus	Titan II LF Series - 10 Passenger Perimeter w/3-Wheelchair		
QVB	Glaval Bus	Titan II LF Series - 5-Wheelchair		
QVC	Glaval Bus	Titan II LF Series - 12 Passenger w/2-Wheelchair		
QVD	Glaval Bus	Titan II LF Series - 10 Passenger w/3-Wheelchair		
QVE	Glaval Bus	Titan II LF Series - 8 Passenger w/4-Wheelchair		
QVF	Glaval Bus	Titan II LF Series - 7-Wheelchair		
RBA	Goshen Coach	Pacer LTD - 13 Passenger		
RBB	Goshen Coach	Pacer LTD - 14 Passenger		
RBC	Goshen Coach	Pacer LTD - 8 Passenger w/2-Wheelchair		
RBD	Goshen Coach	Pacer II - 13 Passenger		
RBE	Goshen Coach	Pacer II - 6 Passenger w/1-Wheelchair		
RBF	Goshen Coach	Pacer II - 8 Passenger w/2-Wheelchair		
RCA	Goshen Coach	GCII Series - 25 Passenger		
RCB	Goshen Coach	GCII Series - 12 Passenger w/2-Wheelchair		
RCC	Goshen Coach	GCII Series - 16 Passenger w/2-Wheelchair		
RCD	Goshen Coach	GCII Series - 21 Passenger		
RCE	Goshen Coach	Connection - 9 Passenger w/2-Wheelchair		
RCF	Goshen Coach	Connection - 13 Passenger w/2-Wheelchair		
RCG	Goshen Coach	Connection - 15 Passenger w/2-Wheelchair		
RCH	Goshen Coach	Connection - 16 Passenger		
RCI	Goshen Coach	Connection - 20 Passenger		
RCJ	Goshen Coach	Connection - 24 Passenger		
RCK	Goshen Coach	Impulse- 25 Passenger		
RCL	Goshen Coach	Impulse- 12 Passenger w/2-Wheelchair		
RCM	Goshen Coach	Impulse- 16 Passenger w/2-Wheelchair		
RCN	Goshen Coach	Impulse- 21 Passenger		
RDA	Goshen Coach	Sentinel - 33 Passenger		
RDB	Goshen Coach	Sentinel - 29 Passenger w/Luggage Rear		
RDC	Goshen Coach	Sentinel - 24 Passenger w/2-Wheelchair		
RGA	Goshen Coach	G-Force - 16 Passenger w/2-Wheelchair		
RGB	Goshen Coach	G-Force - 22 Passenger w/2-Wheelchair		
RGC	Goshen Coach	G-Force - 24 Passenger w/2-Wheelchair		
RGD	Goshen Coach	G-Force - 25 Passenger		
RGE	Goshen Coach	G-Force - 28 Passenger		
RGF	Goshen Coach	G-Force - 30 Passenger		
RVA	Goshen Coach	G-Force Access- 22 Passenger w/2-Wheelchair		
RVB	Goshen Coach	G-Force Access- 18 Passenger w/2-Wheelchair		
RVC	Goshen Coach	Mainstream-14 Passenger w/2-Wheelchair (Ford)		
RVD	Goshen Coach	Mainstream-16 Passenger w/2-Wheelchair (Ford)		
RVE	Goshen Coach	Mainstream- 14 Passenger w/2-Wheelchair (Chevy)		
RVF	Goshen Coach	Mainstream- 16 Passenger w/2-Wheelchair (Chevy)		
SBA	IC Bus, LLC	PC805 - 10 Passenger w/1-Wheelchair		
SCA	IC Bus, LLC	PC805 - 10 Passenger w/1-Wheelchair		
SCB	IC Bus, LLC	BC240 - 12 Passenger w/1-Wheelchair		
SCC	IC Bus, LLC	BC240 - 14 Passenger		
SCD	IC Bus, LLC	BC260 - 15 Passenger		
SCE	IC Bus, LLC	BC260 - 12 Passenger w/1-Wheelchair		
SCF	IC Bus, LLC	BC260 - 20 Passengers luggage		
SCG	IC Bus, LLC	BC260 - 12 Passenger w/2-Wheelchair		
SDA	IC Bus, LLC	BC280 - 20 Passenger		
SDB	IC Bus, LLC	BC280 - 20 Passenger w/1-Wheelchair		
SDC	IC Bus, LLC	BC280 - 20 Passenger Rear luggage		
SDD	IC Bus, LLC	HC250 - 20 Passenger w/1-Wheelchair		

SDE	IC Bus, LLC	HC270 - 25 Passenger		
SDF	IC Bus, LLC	HC270 - 21 Passenger w/Rear Luggage		
SDG	IC Bus, LLC	HC270 - 15 Passenger w/2-Wheelchair or 21 Passengers		
SDH	IC Bus, LLC	HC310 - 33 Passenger		
SDI	IC Bus, LLC	HC310 - 29 Passenger w/Rear Luggage		
SDJ	IC Bus, LLC	HC310 - 24 Passenger w/2-Wheelchair or 26 Passengers		
SDK	IC Bus, LLC	HC350 - 37 Passenger		
SDL	IC Bus, LLC	HC350 - 33 Passenger w/Rear Luggage		
SDM	IC Bus, LLC	HC350 - 28 Passenger w/2-Wheelchair or 30 Passengers		
SDN	IC Bus, LLC	HC380 - 41 Passenger		
SDO	IC Bus, LLC	HC380 - 37 Passenger w/Rear Luggage		
SDP	IC Bus, LLC	HC380 - 32 Passenger w/2-Wheelchair		
SDQ	IC Bus, LLC	HC350 Platinum 102" - 35 Passenger		
SDR	IC Bus, LLC	HC350 Platinum 102" - 31 Passenger w/Rear Luggage		
SDS	IC Bus, LLC	HC380 Platinum 102" - 39 Passenger		
SDT	IC Bus, LLC	HC380 Platinum 102" - 35 Passenger w/Rear Luggage		
SUA	IC Bus, LLC	LC290 Low Floor - 15 Passenger w/2-Wheelchair or 21 Passengers		
SUB	IC Bus, LLC	LC310 Low Floor - 19 Passenger w/2-Wheelchair or 25 Passengers		
SUC	IC Bus, LLC	LC330 Low Floor - 23 Passenger w/2-Wheelchair or 29 Passengers		
SUD	IC Bus, LLC	LC360 Low Floor - 27 Passenger w/2-Wheelchair or 33 Passengers		
TXA	MCI	D4000 Inmate Security Transportation Vehicle (ISTV)		
TXB	MCI	D4000 - 40 foot Over-the-Road Coach		
TXC	MCI	D4005 - 40 foot Over-the-Road Coach		
TXD	MCI	D4500 - 45 foot Over-the-Road Coach		
TXE	MCI	D4505 - 45 foot Over-the-Road Coach		
TXF	MCI	J4500 - 45 foot Tour & Charter Coach		
TXG	MCI	E4500 - 45 foot Tour & Charter Coach		
UCA	Mid Bus Inc.	AT 24 Passenger		
UDA	Mid Bus Inc.	AT 28 Passenger		
UDB	Mid Bus Inc.	AT 20 Passenger, w/2-Wheelchair stations		
VNA	New Flyer	D40LFR - 12 year/500,000, Low Floor, 40' Diesel HD (Re-Styled), w/2-Wheelchair		
VNB	New Flyer	D35LFR 12 - year/500,000, Low Floor, 35' Diesel HD (Re-Styled), w/2-Wheelchair		
VNC	New Flyer	XD35 - 12 year/500,000 Diesel 35' Xcelsior w/ 2+ Wheelchair positions		
VND	New Flyer	XD40 - 12 year/500,000 Diesel 40' Xcelsior w/ 2+ Wheelchair positions		
VNE	New Flyer	XDE40 - 12 year/500,000 Diesel-Hybrid 40' Xcelsior w/ 2+ Wheelchair positions		
VNF	New Flyer	D60LFR - 12 year/500,000, Low Floor, 60' Diesel (Re-styled) w/2+ Wheelchair		
VQA	New Flyer	DE40LF - 12 year/500,000, Low Floor, 40' Diesel-Hybrid HD, w/2-Wheelchair		
VQB	New Flyer	DE40LFR - 12 year/500,000, Low Floor, 40' Diesel-Hybrid HD (Re-Styled), w/2-Wheelchair		
VQC	New Flyer	DE35LFR - 12 year/500,000, Low Floor, 35' Diesel-Hybrid HD (Re-Styled), w/2-Wheelchair		
VQD	New Flyer	XCE35 - 12 year/500,000 Diesel-Hybrid 35' Xcelsior w/2+ Wheelchair positions		
VQE	New Flyer	XC35 - 12 year/500,000 CNG 35' Xcelsior w/2+ Wheelchair positions		
VQF	New Flyer	XC40 - 12 year/500,000 CNG 40' Xcelsior w/2+ Wheelchair positions		
VQG	New Flyer	GE35LFR - 12 year/500,000, Low Floor, Gasoline-Hybrid (Re-styled) w/2+ Wheelchair positions		
VQH	New Flyer	GE40LFR - 12 year/500,000, Low Floor, Gasoline-Hybrid (Re-styled) w/2+ Wheelchair positions		
VQI	New Flyer	DE60LFR - 12 year/500,000, Low Floor, 60' Diesel-Hybrid (Re-styled) w/2+ Wheelchair positions		

WKA	North Am. Bus Ind.	60' Low Floor BRT, 60 Passenger w/2-Wheelchair		
WKB	North Am. Bus Ind.	42' Low Floor BRT		
WKC	North Am. Bus Ind.	60' LFW, 62 Passenger w/2-Wheelchair		
WKD	North Am. Bus Ind.	40' LFW, 39 Passenger w/2-Wheelchair		
WKE	North Am. Bus Ind.	35' LFW, 39 Passenger w/2-Wheelchair		
WKF	North Am. Bus Ind.	30' LFW, 30 Passenger w/2-Wheelchair		
WLA	North Am. Bus Ind.	436 Standard Floor, 65 Passengers w/2-Wheelchair		
WLB	North Am. Bus Ind.	416 Standard Floor, 44 Passengers w/2-Wheelchair		
WQA	North Am. Bus Ind.	60' Low Floor BRT HYBRID		
XKA	Nova Bus Corp	Transit Bus - "Low Floor" 35 ambulatory passenger seats w/2-Wheelchair		
XQA	Nova Bus Corp	Transit Bus - "Low Floor Hybrid" - 35+ ambulatory passenger w/2-Wheelchair		
YTA	Proterra, LLC	Model # 425-BAT (Feeder), 25' Electric, 24 Passenger w/Lithium Titinate battery		
YTB	Proterra, LLC	Model #428-BAT (Feeder), 28' electric, 30 Passenger w/Lithium Titinate battery.		
YTC	Proterra, LLC	Model # 135-HFC, 35' Low Floor, 37 Passenger, Battery Bus, w/Lithium Titinate batteries		
YSA	Proterra, LLC	Model # 135-DSI, 35' Low Floor, 37 Passenger, Hybrid Diesel/Electric - 170-hp Cummins 4-cyl diesel, Lithium Titinate battery, w/2-Wheelchair positions.		
YSB	Proterra, LLC	Model # 135-GSI, 35' Low Floor, 37 Passenger, Hybrid Gasoline/Electric - TBD gas engine and Lithium Titinate battery, w/2-Wheelchair positions.		
YSC	Proterra, LLC	Model # 135-CNG, 35' Low Floor, 37 Pass., Hybrid CNG-Diesel/Electric - 170-hp, 4-cyl. Cummins and Lithium Titinate battery, w/2-Wheelchair positions.		
YSD	Proterra, LLC	Model #135-HICE, 35' Low Floor, 37 Passenger, Hydrogen ICE - 7 liter Chevy engine, w/2-Wheelchair positions		
YSE	Proterra, LLC	Model #445-CNI, 45' Hybrid Electric, 116 Passenger w/any power source mentioned above		
ZWA	Specialty Vehicles	Star Shuttle - 8 Passenger Electric Shuttle		
ZWB	Specialty Vehicles	Star Shuttle - 11 Passenger Electric Shuttle		
ZWC	Specialty Vehicles	Star Shuttle - 14 Passenger Electric Shuttle		
ZWD	Specialty Vehicles	Star Shuttle - 10 Passenger Electric Shuttle w/1-Wheelchair position		
ZWE	Specialty Vehicles	Star Shuttle Trailer - 8 Passenger		
ZWF	Specialty Vehicles	Star Shuttle Trailer - 11 Passenger		
ZWG	Specialty Vehicles	Star Shuttle Trailer - 14 Passenger		
ZWH	Specialty Vehicles	Executive Tram Trailer - 6 Passenger		
ZWI	Specialty Vehicles	Executive Tram Trailer - 9 Passenger		
ZWJ	Specialty Vehicles	Executive Tram Trailer - 12 Passenger		
ZWK	Specialty Vehicles	Executive Tram Trailer - 15 Passenger		
ZWL	Specialty Vehicles	Executive Tram Trailer - 21 Passenger		
ZWM	Specialty Vehicles	Tram Tow Tug Tractor - Gasoline Fueled		
ZWN	Specialty Vehicles	Tram Tow Tug Tractor - Propane Fueled		
ZWO	Specialty Vehicles	Tram Tow Tug Tractor - Diesel Fueled		
ZWP	Specialty Vehicles	Metro Power Car - Gasoline		
ZWQ	Specialty Vehicles	Metro Power Car - Diesel		
ZWR	Specialty Vehicles	Metro Power Car - Propane		
ZWS	Specialty Vehicles	Metro Power Car - CNG		
ZWT	Specialty Vehicles	Metro Trailer - 28 Passenger		
AABA	StarCraft Bus	20' Starlite 8 Passenger w/1 -Wheelchair		
AABB	StarCraft Bus	20' Starlite 8 Passenger w/2-Wheelchair		
AABC	StarCraft Bus	20' Starlite 10 Passenger w/1 -Wheelchair		
AABD	StarCraft Bus	20' Starlite 12 Passenger		
AABE	StarCraft Bus	20' Starlite 13 Passenger		

AABF	StarCraft Bus	20' Starlite 14 Passenger		
AABH	StarCraft Bus	22' Allstar RF - 8 Passenger w/3-Wheelchair		
AACA	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-350		
AACB	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, GM3500		
AACC	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, E-450		
AACD	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, GM4500 - Gas		
AACE	StarCraft Bus	22' Allstar 12 Passenger w/2-Wheelchair, GM4500 - Diesel		
AACF	StarCraft Bus	22' Allstar 21 Passenger E-450		
AACG	StarCraft Bus	22' Allstar 21 Passenger GM4500 - Gas		
AACH	StarCraft Bus	22' Allstar 21 Passenger GM4500 - Diesel		
AACI	StarCraft Bus	24' Allstar 12 Passenger w/2-Wheelchair, E-450		
AACJ	StarCraft Bus	24' Allstar 12 Passenger w/2-Wheelchair, GM4500 - Gas		
AACK	StarCraft Bus	24' Allstar 12 Passenger w/2-Wheelchair, GM4500 - Diesel		
AACL	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair, E-450		
AACM	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair, GM4500 - Gas		
AACN	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair, GM4500 - Diesel		
AACO	StarCraft Bus	26' Allstar 16 Passenger w/2-Wheelchair, E-450		
AACP	StarCraft Bus	26' Allstar 16 Passenger w/2-Wheelchair, GM4500 - Gas		
AACQ	StarCraft Bus	26' Allstar 16 Passenger w/2-Wheelchair, GM4500 - Diesel		
AACR	StarCraft Bus	25' Allstar 16 Passenger w/2-Wheelchair		
AACS	StarCraft Bus	25' Allstar RF 12 Passenger w/3-Wheelchair		
AACT	StarCraft Bus	25' Allstar RF 18 Passenger w/5-Wheelchair		
AAGA	StarCraft Bus	Allstar XL 550-213 - 20 Passenger w/2-Wheelchair		
AAGB	StarCraft Bus	Allstar XL 550-213 FL - 18 Passenger w/2-Wheelchair		
AAGC	StarCraft Bus	Allstar XL 550-234 - 24 Passenger w/2-Wheelchair		
AAGD	StarCraft Bus	Allstar XL 550-234 - 30 Passenger		
AAGE	StarCraft Bus	Allstar XL 550-234 - 32 Passenger		
AAGF	StarCraft Bus	Allstar XL INT UC - 20 Passenger w/2-Wheelchair		
AAGG	StarCraft Bus	Allstar XL INT UC - 24 Passenger w/2-Wheelchair		
AAGH	StarCraft Bus	Allstar XL INT TC - 28 Passenger w/2-Wheelchair		
AAGI	StarCraft Bus	Allstar XL INT TC - 32 Passenger w/2-Wheelchair		
AAGJ	StarCraft Bus	Allstar XL INT TC - 36 Passenger w/2-Wheelchair		
BBAA	Supreme Bus	Candidate II - 8 Passengers w/2-Wheelchair spaces		
BBAB	Supreme Bus	Candidate II - 13 Passengers		
BBAC	Supreme Bus	Senator II- 12 Passengers and 2-Wheelchair spaces		
BBAD	Supreme Bus	Senator II- 16 Passengers and 2-Wheelchair spaces		
BBAE	Supreme Bus	Senator II- 14 Passengers		
BBAF	Supreme Bus	Senator II- 25 Passengers		
BBBA	Supreme Bus	Senator II Specialty Series - Prisoner Transportation		
BBBB	Supreme Bus	Senator II Specialty Series - Mobile Command Center		
BBCA	Supreme Bus	Senator II Specialty Series - Mobil Office		
BBCB	Supreme Bus	Senator HD F550- 24 Passengers and 2-Wheelchair spaces		
BBCD	Supreme Bus	Senator HD F550- 33 Passengers		
BBCD	Supreme Bus	PS2-Freightliner- 32 Passengers and 2-Wheelchair spaces		
BBCE	Supreme Bus	PS2-Freightliner- 41 Passenger		
BBDA	Supreme Bus	President FE Series - 26' -21 Passengers w/2-Wheelchair spaces		
BBGA	Supreme Bus	President FE Series - 28' -25 Passengers w/2-Wheelchair spaces		
BBGB	Supreme Bus	President FE Series - 30' -29 Passengers w/2-Wheelchair spaces		
BBGC	Supreme Bus	President FE Series - 32' -33 Passengers w/2-Wheelchair spaces		
BBGD	Supreme Bus	FE Trolley - 26' F53 Gasoline		
BBIA	Supreme Bus	FE Trolley - 27' F53 Gasoline		
BBIB	Supreme Bus	FE Trolley - 30' F53 Gasoline		
BBIC	Supreme Bus	FE Trolley - 26' MB65 Diesel		
BBID	Supreme Bus	FE Trolley - 27' MB65 Diesel		
BBIE	Supreme Bus	FE Trolley - 30' MB65 Diesel		
BBIF	Supreme Bus	FE Trolley - 32' MB65 Diesel		

BBIG	Supreme Bus	FE Trolley - 33' MB65 Diesel		
BBIH	Supreme Bus	RE Trolley - 30' XBS Diesel		
BBII	Supreme Bus	RE Trolley - 33' XBS Diesel		
BBIJ	Supreme Bus	RE Trolley - 37' XBS Diesel		
BBJA	Supreme Bus	President RE Series - 29' - "High Floor" 25 Passengers w/2-Wheelchair		
BBJB	Supreme Bus	President RE Series - 32' - "High Floor" 32 Passengers w/2-Wheelchair		
BBJC	Supreme Bus	President RE Series - 35' - "High Floor" 37 Passengers w/2-Wheelchair		
BBLA	Supreme Bus	President RE Series - 29' - "High Floor" 25 Passengers w/2-Wheelchair		
BBLB	Supreme Bus	President RE Series - 32' - "High Floor" 32 Passengers w/2-Wheelchair		
BBLC	Supreme Bus	President RE Series - 35' - "High Floor" 37 Passengers w/2-Wheelchair		
BBMA	Supreme Bus	Senator E - Lo Series - "Low Floor" 17 Passenger w/2-Wheelchair		
BBMB	Supreme Bus	Supreme Classic American Trailer - 24 Passenger		
BBMC	Supreme Bus	Supreme Classic American Trailer - 28 Passenger		
BBWA	Supreme Bus	Supreme Classic American Trailer - 30 Passenger		
BBWB	Supreme Bus	Supreme Classic American Trailer - 35 Passenger		
BBWC	Supreme Bus	Classic American Tram - 24' Gasoline		
BBWD	Supreme Bus	Classic American Tram - 24' Diesel		
BBWE	Supreme Bus	Classic American Tram - 24' Propane		
BBWF	Supreme Bus	Classic American Tram - 24' CNG		
BBWG	Supreme Bus	Classic American Tram - 27' Gasoline		
BBWH	Supreme Bus	Classic American Tram - 27' Diesel		
BBWI	Supreme Bus	Classic American Tram - 27' Propane		
BBWJ	Supreme Bus	Classic American Tram - 27' CNG		
BBWK	Supreme Bus	5000 Series Open Bus - FE 27' Gasoline		
BBWL	Supreme Bus	5000 Series Open Bus - FE 29' Gasoline		
BBWM	Supreme Bus	5000 Series Open Bus - FE 31' Gasoline		
BBWN	Supreme Bus	5000 Series Open Bus - FE 27' Diesel		
BBWO	Supreme Bus	5000 Series Open Bus - FE 29' Diesel		
BBWP	Supreme Bus	5000 Series Open Bus - FE 31' Diesel		
BBWQ	Supreme Bus	5000 Series Open Bus - FE 33' Diesel		
BBWR	Supreme Bus	5000 Series Open Bus - RE 33' Diesel		
BBWS	Supreme Bus	5000 Series Open Bus - RE 36' Diesel		
CCWA	Trams International	Model 1005, 33-Passenger Tram Trailer		
CCWB	Trams International	Model 2103, 21-Passenger, 4-Wheel Steer Tram Trailer		
CCWC	Trams International	Model 2104, 28-Passenger, 4-Wheel Steer Tram Trailer		
CCWD	Trams International	Model 2105, 35-Passenger, 4-Wheel Steer Tram Trailer		
CCWE	Trams International	Model 2203, 21-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
CCWF	Trams International	Model 2204, 28-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
CCWG	Trams International	Model 2205, 35-Passenger, 4-Wheel Steer Tram Trailer (all forward facing)		
CCWH	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Gasoline		
CCWI	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Diesel		
CCWJ	Trams International	Model 3000L, Low Floor Trolley Power Car, 22-Passenger, Propane		
CCWK	Trams International	Model 3103, 21-Passenger, 4-Wheel Steer Trolley Tram Trailer		
CCWL	Trams International	Model 3104, 28-Passenger, 4-Wheel Steer Trolley Tram Trailer		
CCWM	Trams International	Model 3105, 35-Passenger, 4-Wheel Steer Trolley Tram Trailer		
CCWN	Trams International	Model 3205L, Low Floor Trolley Tram Trailer, 25-Passenger		
CCWO	Trams International	Model 3203, 21-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
CCWP	Trams International	Model 3204, 28-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
CCWQ	Trams International	Model 3205, 35-Pass., 4-Wheel Steer Trolley Tram Trailer (all forward facing)		
CCWR	Trams International	Model 6000G, Gas Powered, 18-Passenger Tram Power Car		
CCWS	Trams International	Model 6000P, Propane Powered, 18-Passenger Tram Power Car		
CCWT	Trams International	Model 6000D, Diesel Powered, 18-Passenger Tram Power Car		
CCWU	Trams International	Model 9000 GPC, Gas Powered Tow Tractor		

CCWV	Trams International	Model 9000 DPC, Diesel Powered Tow Tractor		
CCWW	Trams International	Model 9000 PPC, Propane Powered Tow Tractor		
CCWX	Trams International	Model 9000 E, Electric Powered Tow Tractor		
CCWY	Trams International	Model 9000 ET, Electric Trolley Powered Tow Tractor		
CCWZ	Trams International	Model 9000 GT, Gasoline Powered Trolley Tow Tractor		
CCWAA	Trams International	Model 9000 DT, Diesel Powered Trolley Tow Tractor		
CCWBB	Trams International	Model 9000 PT, Propane Powered Trolley Tow Tractor		
DDWA	Tub Technologies	Tram Tow Tub - Gasoline		
DDWB	Tub Technologies	Tram Tow Tub - Diesel		
DDWC	Tub Technologies	Tram Tow Tub - Propane		
DDWD	Tub Technologies	Tram Tow Tub - Electric		
EEBA	Turtle Top	Van Terra - 10 Passengers w/1-Wheelchair space		
EEBB	Turtle Top	Terra Transport - 10 Passengers w/1-Wheelchair space		
EECA	Turtle Top	Odyssey - 15 Passengers w/1-Wheelchair space		
EECB	Turtle Top	Odyssey - Prisoner Transportation		
EECC	Turtle Top	Odyssey - Mobil Command Station		
EECD	Turtle Top	Odyssey - Mobil Office		
EEDA	Turtle Top	Odyssey XL GM- 20 Passengers w/1-Wheelchair space		
EEDB	Turtle Top	Odyssey XL FD - 20 Passengers w/2-Wheelchair space		
EEDC	Turtle Top	Odyssey XL FM2 - 2- Passengers w/2-Wheelchair space		
EEDD	Turtle Top	Odyssey XLT fm2 - 26 Passengers w/2-Wheelchair space		
EEDE	Turtle Top	Odyssey XL - Prisoner Transportation		
EEDF	Turtle Top	Odyssey XL - Mobil Command Station		
EEDG	Turtle Top	Odyssey XL - Mobil Office		
FFFA	Vehicle Production Group	MV-1 (Gas), low floor purpose built paratransit vehicle with ramp, minimum 3 ambulatory and 1-Wheelchair passenger. 6,600 lbs GVWR, Ford 4.6L 2V EFI V8 and Ford 4R75E electronic 4-speed automatic transmission with overdrive		
FFFB	Vehicle Production Group	MV-1 (CNG), low floor purpose built paratransit vehicle with ramp, minimum 3 ambulatory and 1-Wheelchair passenger. 6,600 lbs GVWR, Ford 4.6L 2V EFI V8 and Ford 4R75E electronic 4-speed automatic transmission with overdrive		
GGZA	Sartin Services, Inc.	Ambulance/Evacuation Bus - 24 Stretchered Patients with 10 -Wheelchair spaces		
GGZB	Sartin Services, Inc.	Ambulance/Evacuation Bus - 22 Stretchered Patients with 10 -Wheelchair spaces		
GGZC	Sartin Services, Inc.	Ambulance/Evacuation Bus - 20 Stretchered Patients with 10 -Wheelchair spaces		
GGZD	Sartin Services, Inc.	Ambulance/Evacuation Bus -18 Stretchered Patients with 8 -Wheelchair spaces		
GGZE	Sartin Services, Inc.	Ambulance/Evacuation Bus - 16 Stretchered Patients with 8 -Wheelchair spaces		
GGZF	Sartin Services, Inc.	Ambulance/Evacuation Bus - 14 Stretchered Patients with 6 -Wheelchair spaces		
GGZG	Sartin Services, Inc.	Ambulance/Evacuation Bus - 12 Stretchered Patients with 6 wheel chair spaces		
GGZH	Sartin Services, Inc.	Ambulance/Evacuation Bus - 10 Stretchered Patients with 6 -Wheelchair spaces		
GGZI	Sartin Services, Inc.	Ambulance/Evacuation Bus - 8 Stretchered Patients with 4 -Wheelchair spaces		
GGZJ	Sartin Services, Inc.	Ambulance/Evacuation Bus - 6 Stretchered Patients with 2-Wheelchair spaces		
GGZK	Sartin Services, Inc.	Ambulance/Evacuation Bus - 4 Stretchered Patients with 1 -Wheelchair spaces		
GGZL	Sartin Services, Inc.	Ambulance/Evacuation Bus - 2 Stretchered Patients with 1 -Wheelchair spaces		
GGZM	Sartin Services, Inc.	MCI/REHAB/Evacuation Bus - Chassis and Body Length minimum of 30 feet		
GGZN	Sartin Services, Inc.	MCI/REHAB/Evacuation Bus - Chassis and Body Length minimum of 20 feet		
GGZO	Sartin Services, Inc.	MCI/REHAB/Evacuation Bus - Chassis and Body Length minimum of 8 feet		
GGZP	Sartin Services, Inc.	Medical Surge Bus - Chassis and Body Length minimum of 30 feet		
GGZQ	Sartin Services, Inc.	Medical Surge Bus - Chassis and Body Length minimum of 20 feet		
GGZR	Sartin Services, Inc.	Medical Surge Bus - Chassis and Body Length minimum of 8 feet		
GGZS	Sartin Services, Inc.	REHAB Bus - Chassis and Body Length minimum of 30 feet		
GGZT	Sartin Services, Inc.	REHAB Bus - Chassis and Body Length minimum of 20 feet		
GGZU	Sartin Services, Inc.	REHAB Bus - Chassis and Body Length minimum of 8 feet		

GGZV	Sartin Services, Inc.	Command Bus - Chassis and Body Length minimum of 30 feet		
GGZW	Sartin Services, Inc.	Command Bus - Chassis and Body Length minimum of 20 feet		
GGZX	Sartin Services, Inc.	Command Bus - Chassis and Body Length minimum of 8 feet		
GGZY	Sartin Services, Inc.	Communication Bus - Chassis and Body Length minimum of 30 feet		
GGZZ	Sartin Services, Inc.	Communication Bus - Chassis and Body Length minimum of 20 feet		
GGZAA	Sartin Services, Inc.	Communication Bus - Chassis and Body Length minimum of 8 feet		
GGZAB	Sartin Services, Inc.	Clinic Bus - Chassis and Body Length minimum of 30 feet		
GGZAC	Sartin Services, Inc.	Clinic Bus - Chassis and Body Length minimum of 20 feet		
GGZAD	Sartin Services, Inc.	Clinic Bus - Chassis and Body Length minimum of 8 feet		
GGZAE	Sartin Services, Inc.	Community/Public Health Bus - Chassis and Body Length minimum of 30 feet		
GGZAF	Sartin Services, Inc.	Community/Public Health Bus - Chassis and Body Length minimum of 20 feet		
GGZAG	Sartin Services, Inc.	Community/Public Health Bus - Chassis and Body Length minimum of 8 feet		
GGZAH	Sartin Services, Inc.	All-Hazards and Response Bus - Chassis and Body Length minimum of 30 feet		
GGZAI	Sartin Services, Inc.	All-Hazards and Response Bus - Chassis and Body Length minimum of 20 feet		
GGZAJ	Sartin Services, Inc.	All-Hazards and Response Bus - Chassis and Body Length minimum of 8 feet		

HHFA	Mobility Works	Paratransit van with 18 inch raised roof, rear lift, 2 wheel chair position and folding seating for up to 5		
HHFB	Mobility Works	Paratransit van with 18 inch raised roof, rear lift, 2 wheel chair position, wheel chair rack, and folding seating for up to 3		
HH C	Mobility Works	Low roof shuttle with lowered front step and bus door operator with seating for 12 plus a driver.		
HH D	Mobility Works	18 inch raised roof shuttle with long side running board, seating for 11 plus driver with luggage area.		
HHFE	Mobility Works	Paratransit van with 18 inch raised roof, side lift, three wheel chair positions and folding seats for up to 10 passengers.		
HHFF	Mobility Works	Paratransit conversion with 18 inch raised top, rear lift, two wheel chair positions and folding seats for 2 passengers.		
HHFG	Mobility Works	Paratransit conversion with 18 inch raised roof, side lift, four wheel chair position, rear entry step, and folding seats for up to 3 people.		
HHFH	Mobility Works	Paratransit conversion with 18 inch raise roof, side lift, three wheel chair positions, and 2 fixed seats and 1-2 person folding seat.		

IIXA	CAIO	G3400 - 38 Passenger motor coach w/ restroom		
IIXB	CAIO	G3400 - 38 Passenger motor coach w/ restroom - ADA		
IIXC	CAIO	G3600 - 56 Passenger motor coach w/ restroom		
IIXD	CAIO	G3600 - 56 Passenger motor coach w/ restroom - ADA		

JJTA	BYD Motors, Inc.	K9M- 40' Low Floor Electric/Battery Bus, Lithium-ion iron phosphosphate batteries, 35 seated passengers w/2-Wheelchair.		
JJTB	BYD Motosr, Inc.	K7- 26' Low Floor Electric/Battery Bus, Lithium-ion iron phosphosphate batteries, 24 seated passengers w/1-Wheelchair.		

EXHIBIT COVER PAGE

EXHIBIT'S: A, B, and C

All exhibit certifications must be signed and dated, with a hard-copy and a soft-copy returned with the bid documents under a separate TAB.

EXHIBIT 'A'

FEDERAL ARTICLES AND CERTIFICATIONS

(1) FEDERAL CHANGES

Contractor agrees to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (5) dated October, 1998) between "END USER" and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

(2) OFFICIALS NOT TO BENEFIT

- A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- B. No member, officer or employee of "END USER", or of any other local public body having jurisdiction over "END USER", during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.
- C. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required under this Contract. In the event any question of possible conflict should arise, the determination of "END USER" shall be controlling. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

(3) COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty "END USER" shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

(4) BUY AMERICA

- A. Contractor agrees to comply with the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. For a component to be of domestic origin, more that 60 percent of the subcomponents of that component, by cost, must be of domestic origin, and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be used in calculating the cost of domestic content of an end product.
- B. A bidder or offeror must submit to "END USER" the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a properly completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. See bidding/proposing form entitled "Buy America Certification".

(5) ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. _ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. _ 794; 49 U.S.C. _ 5301(d); and any other applicable Federal regulations, including any amendments thereto.

(6) FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

Contractor shall furnish to the Contracting Officer, at time of delivery, a manufacturer's FMVSS self-certification, Federal Motor Vehicles Safety Standards, that the vehicle complies with relevant FMVSS or two manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations, which are in effect at time of bus manufacture.

(7) ENVIRONMENTAL REQUIREMENTS

Contractor and any subcontractor or third party contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. Environmental Protection. Contractor agrees to comply all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. _ 4321 et seq.
- B. Air Quality. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the "End User" will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- C. Clean Water. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to "END USER" and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- D. Use of Public Lands. Contractor agrees to ensure that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used under this Contract unless the FTA makes the specific findings required by 49 U.S.C. _ 303.
- E. Historic Preservation. Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, 16 U.S.C. _ 470f, involving historic and archaeological preservation.
- F. Mitigation of Adverse Environmental Effects. Contractor shall take all reasonable steps to minimize adverse environmental effects in accordance with 49 U.S.C. _ 5324(b), and all other applicable Federal laws and regulations, specifically the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- G. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. _ 6321 et seq.

(8) MOTOR VEHICLE POLLUTION REQUIREMENTS

Contractor agrees to provide a certification in writing that:

- A. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- B. All gases and vapors emanating from the crankcase of a start-ignition engine are controlled to minimize their escape into the atmosphere.
- C. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
- D. When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

(9) RECYCLED PRODUCTS

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(10) FLY AMERICA

Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section all subcontracts that may involve international air transportation.

(11) TESTING OF NEW BUS MODELS

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

(12) CARGO PREFERENCE--USE OF UNITED STATES-FLAG VESSELS

Contractor agrees:

1. to use privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates of United States-flag commercial vessels;
2. to furnish within twenty (20) days following the date of loading for shipment originating within the United States or within thirty (30) days following the date of loading, for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (1) above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to "END USER" (through Contractor in the case of a subcontractor's bill-of-lading); and
3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

(13) RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. See bidding/proposing form entitled "Certification of Restrictions on Lobbying".

(14) DEBARMENT AND SUSPENSION

- A. Contractor, including any of its officers or holders of a controlling interest, is obligated to inform "END USER" whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Contractor be included on such a list during performance of this Contract, it shall so inform "END USER".
- B. Contractor and any subcontractor under this Contract shall comply with the certification process under 49 C.F.R. Part 29, "Government Wide Debarment and Suspension (Nonprocurement)", whereby, unless otherwise permitted by law, any person, corporation, partnership or legal entity that is debarred, suspended, or voluntarily excluded by the Federal Government from obtaining federal assistance funds through grants, cooperative agreements or third party contracts may not participate in a federally assisted project.

(15) AUDIT AND AVAILABILITY OF RECORDS

- A. Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.

B. Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection, at all reasonable times, of Contractor's plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.

C. "END USER" shall have the right to examine and audit all books, records, documents, and other data of Contractor including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

D. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three (3) years after any resulting final termination settlement.

E. Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

F. Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over \$10,000 awarded under this Contract, altering the article only as necessary to identify properly the contracting parties and the contracting office under "END USER"'s prime contract.

(16) FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. __ 3801 et seq. And U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. _ 5307, the Government reserves the right to impose the penalties of 18 U. S. C. _ 1001 and 49 U. S. C. _ 5307 (n) (1) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(17) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4220.1 in effect at the time of this contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any "END USER" requests, which would cause "END USER" to be in violation of the FTA terms and conditions.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. "END USER" and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to "END USER", Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CER 1. Federal Certifications

CER 1.1 Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

CER 1.2 Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

Authorized signature

Date

CER 1.3 Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. ____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. ____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. ____ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.4 Lobbying Certification

This form is to be submitted with an offer exceeding \$100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: _____

Title: _____

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

CER 1.5 Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over \$25,000.

Choose one alternative:

- The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)
- The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in [insert city and state].

Name:

Authorized signature

Date

CER 1.6 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer's authorized official:

Authorized signature

Date

CER 1.7 Cargo Preference

Bidder/Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage involved (computed separately for dry bulk carriers, dry cargo liners, and tankers), whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

Bidder/Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and to METRO (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.

Bidder/Contractor also agrees to insert the substance of the Contract article, entitled "Cargo Preference - Use of United-Flag Ships" in all subcontracts issued pursuant to the Contract.

Signature: _____

Typed Name: _____

Title: _____

Company: _____

Date: _____

+

EXHIBIT 'B'

FTA CIRCULAR 4220.1F

**TRANSIT VEHICLE MANUFACTURERS (TVM)
CERTIFICATE OF COMPLIANCE
WITH DISADVANTAGED BUSINESS REGULATIONS**

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2013 through Sept. 30, 2014) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: _____

Manufacturer Representative Signature: _____

Dealer: _____

Dealer Representative Signature: _____

Date: _____

Exhibit 'C'



U.S. Department
of Transportation

**Federal Transit
Administration**

CIRCULAR

FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010
Rev. 3, February 15, 2011
Rev. 4, March 18, 2013

Subject: THIRD PARTY CONTRACTING GUIDANCE

1. **PURPOSE.** This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L., 112-141, July 2012, and includes the most current available guidance for the Federal public transportation program as of the date of publication.
2. **CANCELLATION.** This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.
3. **AUTHORITY.** Federal Transit Laws, Title 49, United States Code, Chapter 53.
4. **WAIVER.** FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.
5. **FEDERAL REGISTER NOTICE.** In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.
6. **AMENDMENTS TO THE CIRCULAR.** FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: <http://www.fta.dot.gov/>. The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."
7. **ACCESSIBLE FORMATS.** This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats; telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

Name of Company	Print Name of Signatory
Date	Signature



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: September 8, 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: Leave Bank Payout – Detective Mark Weinstein

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution to transfer \$79,454.28 from the General Fund Unreserved Fund Balance to:

a. 001.21.521.1200 Regular Salary	\$ 70,003.29
b. 001.21.521.2100 FICA	\$ 5,355.25
c. 001.21.521.2200 Retirement Contribution	<u>\$ 4,095.74</u>
	\$ 79,454.28

This transfer is required to fund the payout of the accrued leave time under the terms of the current Collective Bargaining Agreement (CBA) for the employees represented by the Fraternal Order of Police (FOP). The amount includes all other costs for FICA, FRS. There is no Health Insurance cost with this payout.

BACKGROUND:

The Village entered into a CBA covering the period of October 1, 2013 thru September 30, 2015. The CBA provides for payment to any employee for the accrued leave that is banked in the Village's personnel system upon their retirement from the Village employment.

BUDGETARY IMPACT:

The cost of the payout under the terms of the agreement will exceed the FY 2015 budgeted funds by \$79,454.28. It is recommended that the Commission transfer this amount from the General Fund's FY 2015 Unreserved Fund Balance to the appropriate General Fund line account budget accounts. The FY 2015 Unreserved Fund Balance will be reduced from \$ 446,208 to \$ 366,754

PERSONNEL IMPACT:

This will leave one vacant position in the North Bay Village police department.



North Bay Village

Administrative Offices

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MEMORANDUM

North Bay Village

DATE: September 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, AMENDING THE FY 2015 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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 FY 2015 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Commission of North Bay Village, Florida, adopted a budget for FY 2015; and

WHEREAS, the Village is obligated to make severance payment to Detective Mark Weinstein, under the terms and conditions of the Fraternal Order of Police Bargaining Agreement; and

WHEREAS, a transfer of \$79,454.28 from the General Fund Unreserved Fund Balance to various line items of the General Fund: Regular Salary, FICA, and Retirement Contribution is required to fund the cost of the payout of his banked leave; and

WHEREAS, the Village Manager has recommended that the budget be amended to transfer \$79,454.28 from the General Fund Unreserved Fund Balance for payment under the employment agreement.

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

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

Section 2. Budget Amendment. The Village Manager is hereby authorized to transfer \$79,454.28 from the General Fund Unreserved Fund Balance to the line items of the budget outlined below for the purpose of paying out the banked leave to Detective Mark Weinstein.

A.	001.21.521.1200	Regular Salary	\$70,003.29
B.	001.21.521.2100	FICA	5,355.25
C.	001.21.521.2200	Retirement Contribution	<u>4,095.74</u>
			\$79,454.28

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 motion to adopt the foregoing Resolution was offered by _____
Commissioner Richard Chervony, seconded _____.

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 8th day of September 2015.

 Connie Leon-Kreps
 Mayor

ATTEST:

 Yvonne P. Hamilton, CMC
 Village Clerk

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

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

North Bay Village Resolution: Transfer from Unreserved Fund Balance-Mark Weinstein Payout of Banked Leave.



North Bay Village

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NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: September 8, 2015

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

RECOMMENDED BY STAFF: Rodney Carrero-Santana, P.E., Public Works Director

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: Award of NBV RFP 2015-001 – LED Informational Village Signage

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution accepting the recommendation of the Village Manager and awarding RFP No. 2015-001, for replacing the five existing Village message boards located throughout the Village with five LED Programmable message boards, to Art Sign Company.

BACKGROUND:

The Village solicited “Request for Proposals” for a project to replace the five message bulletin boards throughout the Village with five electronic programmable boards through an advertisement in the *Miami Herald Neighbors* and via DemandStar for submittal on June 12, 2015. Two proposals were received from Art Sign Company and Acolite Claude Sign Company, Inc. An Evaluation Committee consisting of Finance Director Bert Wrains, Network Administrator Johnny Saavedra, and Public Works Director Rodney Carrero-Santana reviewed the proposals, and recommended that the contract be awarded to the lowest bidder, Art Sign Company.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

BUGETARY IMPACT (Finance Dept.):

Seventy-Five Thousand Dollars (\$75,000) was appropriated in the FY 2015 Budget, Line Item: Machinery & Equipment, Account No. 112.18.541.6430 to cover this expenditure.

PERSONNEL IMPACT:

None.



North Bay Village

Administrative Offices

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MEMORANDUM

North Bay Village

DATE: August 31, 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, AWARDED RFP 2015-001 TO ART SIGN COMPANY FOR THE REPLACEMENT OF FIVE EXISTING VILLAGE MESSAGE BOARDS LOCATED THROUGHOUT THE VILLAGE, WITH FIVE LED PROGRAMMABLE MESSAGE BOARDS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT PURSUANT TO THE SCOPE OF SERVICES IN THE REQUEST FOR PROPOSALS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, AWARDING RFP 2015-001 TO ART SIGN COMPANY FOR THE REPLACEMENT OF FIVE EXISTING VILLAGE MESSAGE BOARDS LOCATED THROUGHOUT THE VILLAGE, WITH FIVE LED PROGRAMMABLE MESSAGE BOARDS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT PURSUANT TO THE SCOPE OF SERVICES IN THE REQUEST FOR PROPOSALS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the North Bay Village, in accordance with applicable State and local laws, requested Requests for Proposals from qualified companies for replacement of five existing village message boards located through the Village, with five LED programmable message boards; and

WHEREAS, two (2) responses were received from Acolite & Claude United Sign Company, Inc. and evaluated by an Evaluation Committee consisting of the Public Works Director, the Village Network Administrator, and the Finance Director; and

WHEREAS, the Evaluation Committee recommended that the contract for RFP 2015-001 be awarded to the lower bidder Art Sign Company at a lump sum cost of \$54,550; and

WHEREAS, the Village Manager hereby request that the Village Commission accepts the recommendation of Art Sign Company as the lower bidder and permit authorization to enter into a contract for the scope of services outlined in the Request for Proposals (RFP No. 2015-001) to replace five existing message village message boards with five LED programmable message boards.

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. Award of Bid. RFP No. NBV 2015-001 for replacing the five existing Village message boards located throughout the Village with five LED Programmable Message Boards is awarded to Art Sign Company at a lump sum cost of \$54,550.

Section 3. Authorization of City Officials. The Village Manager is authorized to enter into an agreement with Art Sign Company for the scope of services outlined in RFP No. 2015-001, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with Art Sign Company.

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 8th day of September, 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Award of RFP No. 2015-001 to Art Sign Company-LED Programmable Signs.



North Bay Village

Administrative Offices

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

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August 7, 2015

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

**Reference: LED Informational Village Signage –
NBV RFP 2015-001 - Evaluation Committee Meeting**

Dear Mr. Rollason:

Pursuant to our letter dated July 31, 2015 we have met with the lowest bidder. Mr. Fred Shuaibi of Art Sign Company, Account Representative /Graphic Designer. He met with the Technical Evaluation Committee on August 5, 2015 at 9:00 AM to explain the proposal submitted. We met to determine if they may best serve the interests of the Village, as per Section 6.1. of the RFP documents.

The committee was composed of the following professionals:

1. Mr. Bert Wrains, Finance Director, North Bay Village
2. Mr. Johnny Saavedra, Network Administrator, North Bay Village
3. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village who served as an evaluation committee chair.

Ms. Yvonne Hamilton, Village Clerk, North Bay Village was present to record the meeting.

Based upon our meeting of August 5, 2015 Mr. Shuaibi agreed that Art Sign Company had no exceptions to fulfilling the requirements of the RFP Package for the amount of \$54,550.00 and agreed to provide the following additional documents:

1. Itemized budget based on the larger items of the project.
2. Provide the bid bond required under Section 1.0 of the RFP documents.
3. A certificate of Liability Insurance required under Section 4.13 of the RFP documents.
4. An explanation of items how your company was to meet the requirements of the scope of services based on Section 5.1.1 of the RFP documents.

Mr. Shuaibi also agreed to perform a communications survey at the proposed locations of the LED signs to verify connectivity with Village Hall in order to fulfill the requirements of the RFP package. All information was to be provided on August 17, 2015.

Therefore, we recommend that the contract for this work be awarded to the lowest bidder Art Sign Company, pending on the delivery of the aforementioned documents.

Thank you.

Kind Regards,

Rodney Carrero-Santana, P.E.
Public Works Director, North Bay Village

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Eddie Lim

Commissioner
Wendy Duvall



North Bay Village

Administrative Offices

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

July 31, 2015

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

**Reference: LED Informational Village Signage –
NBV RFP 2015-001 - Evaluation Committee Meeting**

Dear Mr. Rollason:

On June 12, 2015, proposals were received at North Bay Village for the referenced project. The evaluation committee met on July 29, 2015 at 1:00 PM to evaluate the proposals. The committee was composed of the following professionals:

1. Mr. Bert Wrains, Finance Director, North Bay Village
2. Mr. Johnny Saavedra, Network Administrator, North Bay Village
3. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village who served as an evaluation committee chair.

Ms. Yvonne Hamilton, Village Clerk, North Bay Village was present to record the meeting.

Two companies submitted for consideration, Acolite Claude United Sign Co., Inc. and Art Sign Company. There were minor deficiencies in each of the RFP packages submitted, but after having met with you on July 29, 2015, these were not considered significant to reject the bids based on Section 3.16 of the RFP documents.

After having evaluated the proposals we can determine that both of the companies that submitted may be considered responsive to this RFP. One company was considered the lowest bidder, Art Sign Company.

Our determination was based upon the following:

1. The bid price for Art Sign Company - \$54,550.00 – LOWEST BIDDER
2. The bid price for Acolite Claude United Sign Co., Inc. - \$ 64,038.60.
3. Both provided licenses as Specialty Contractors in the state of Florida.
4. Neither declared any conflict of interest for any work provided to North Bay Village.
5. Both provided proof of references for the quality of work.
6. Minor discrepancies were encountered in both proposals pertaining to the preparation of the respective bids. Specifically:
 - a. Both proposals did not provide the bid bond required under Section 1.0 of the RFP documents.
 - b. Both proposals did not provide a sufficient detail of the how they were to meet the requirements of the scope of services based on Section 5.1.1 of the RFP documents.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Eddie Lim

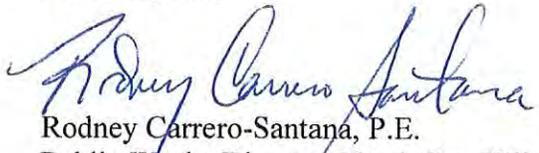
Commissioner
Wendy Duvall

- c. One proposal did not provide a copy of a certificate of Liability Insurance required under Section 4.13 of the RFP documents.

Therefore, we recommend that a meeting with the lowest bidder be performed to evaluate further the proposal submitted, request additional information for evaluation to determine if the lowest bidder may best serve the interests of the Village, based on Section 6.1. of the RFP documents.

Thank you.

Kind Regards,


Rodney Carrero-Santana, P.E.
Public Works Director, North Bay Village



835 NW 6 AVE
 FT. LAUDERDALE, FL. 33311
 www.artsignfl.com
 954-763-4410 888-763-4410

QUOTE (PAGE 1 of 1)

Project Name: LED INFORMATIONAL VILLAGE SIGNAGE

Quote No: QUO10651 Valid Till: 12-12-2015

Quotation VISIONIQ Sealed System With Module Level Redundancy

Quote ID: BG15050401 VIQ 4'2.4"H x 8'4.8"W
 Quote date: 06 12-2015 Revised: 06-12-2015
 Title: Account Rep, project Manager Fred Shuaibi
 Phone: 888-763-4410
 Cellphone: 954-325-5163
 Email: fred@artsignfl.com

CUSTOMER NAME: NORTH BAY VILLAGE
 STREET ADDRESS: 1666 KENNEDY CAUSEWAY, SUITE 300
 CITY: NORTH BAY VILLAGE, FL. 33141

DATE: 06-12-2015

FABRICATE & INSTALL A TOTAL OF FIVE (5) SINGLE FACE ELECTRONIC MESSAGE CENTERS FEATURING THE FOLLOWING SPECS:

VisionIQ

6.67mm SMD

Cabinet Size	2'1.2"H x 3'1.8"W
LED Viewing Area (HxW)	2'1.2"H x 3'1.8"W
Ideal View Distance (m)	6m and up
Pixel configuration	RGB Surface Mount
Maximum Brightness	> 6,000 NITs
Viewing Angle (H x V)	160°H x 160°V
Power Input PER FACE	Max: 0.44kW / Avg: 0.14kW
Amp Input PER FACE	Max: 4A / Avg: 1.3A (110 V Single Phase)
LED Display Matrix	96 H x 144 W
Pixels Per Face	13,824
LEDs Per Face	55,296
Pixel Density/SQFT	2,090
Finish	Black
Thermal Management	Vents and Fans
Module Ingress protection	IP67 (front and rear)
Construction	Corrosion-resistant aluminum
Light Sensor	Photocell intelligent auto-adjust

Options:

Module Level Data Redundancy	Dual Data Path Redundancy
Software Control Option	Local Software*
Connectivity	WiFi**
Service Pack	VisionCare
Software	Media Resources

COST OF EACH SIGN INSTALLED IS: \$10,910.00
TOTAL COST FOR ALL FIVE SIGNS INSTALLED \$54,550.00

*Control of LED Display from a local computer loaded with software
 **WiFi connection from local computer to LED display using MRI supplied WiFi receiver-transmitter pair.

BID/PROPOSAL SIGNATURE PAGE

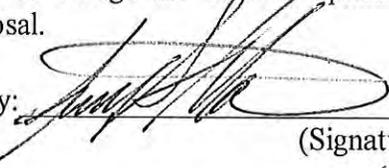
How to submit Proposal:

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

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

Submitted by:  06-12-15
 (Signature) (Date)
 Name (printed) FRED SHUAIBI
 Title: PROJECT MANAGER
 Company: _____ (Legal
 Registration) ART SIGN CO.

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

Address: 835 NW 6AVE
City: FORT LAUDERDALE State: FL. 33311

Zip Code: 33311
Telephone No. 888-763-4410
FAX No. 954-763-2736
E-MAIL: FRED@ARTSIGNFL.COM

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

(The rest of this page is intentionally left blank)

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

(This space intentionally left blank)

**FORM 1
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

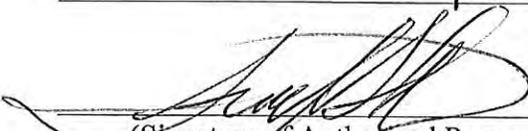
The price below represents the full cost to North Bay Village for the furnishing and installation of five (5) LED signs in North Bay Village and includes software to operate the signs from a remote location and the training for two (2) North Bay Village employees for a session of ½ or 1 full day. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

TOTAL COST	\$ 54,550.00
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Taxpayer ART SIGN Co. **Identification** 59-2110321 **Number:**

BIDDER: ART SIGN Co.

(Company Name)



(Signature of Authorized Representative)

FRED SHUAIBI

(Printed Name and Title)

**FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

ART SIGN CO.

Principal Business Address:

835 NW 6 AVE

FORT LAUDERDALE FL 33311

2. Principal Contact Person(s):

FRED SHWAIBI

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

CORPORATION

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

Name	Address	Title
<u>Joseph Dillard</u>	<u>835 NW 6 AVE</u>	<u>OWNER</u>

If a corporation, in what state incorporated: FLORIDA

Date Incorporated: _____
Month _____ Day _____ Year 1947

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

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

Name	Address	Title
1. <u>FRED SHWAIBI</u>	<u>ART SIGN 835 NW 6 AVE</u>	<u>MANAGER</u>
2.		

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

1. ART SIGN ONLY

2.

7. Licenses:

a. County or Municipal Occupational License No.

✓

(Attach Copy)

b. Occupational License Classification:

✓

c. Occupational License Expiration Date:

✓

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

592110321

**FORM 3
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV RFP 2015-001. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title *FRED SHUAIBI PROJECT MANAGER*
- B. Years of Experience with this company: *23 YEARS*
With Other Similar companies:
- C. Education: *Collage*
Degree(s) *2 YEARS*
Year/Specialization *8*
- D. Professional References: (List a minimum of 3) *LED SIGNS FOR SCHOOL BOARD,
UNIVERSITY OF MIAM, DHL.*
- E. Other Relevant Experience and Qualifications *GRAPHIC DESIGN, LED SERVICES*
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4
REFERENCES**

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

1. Name of Agency: SCHOOL BOARD OF PALM BEACH COUNTY
Address: 3300 FOREST HILL BLVD. SUITE A-323
W.P. BEACH, FL. 33406
Phone Number: 561-434-8412 EXT. 48412
Principal Contact Person(s): BEA STEIN

Year Contract Initiated: 2003

2. Name of Agency: SCHOOL BOARD OF BROWARD COUNTY
Address: 3775 SW 16 ST
FT. LAUDERDALE, FL. 33312
Phone Number: 754-321-1521
Principal Contact Person(s): DAVE ARCHER

Year Contract Initiated: 2003

3. Name of Agency: UNIVERSITY OF MIAMI
Address: 1450 NW 10TH AVE
MIAMI, FL 33136
Phone Number: 786-427-9778
Principal Contact Person(s): Bill Severin

Year Contract Initiated: 2006

FORM 5

DRUG-FREE WORKPLACE

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that ART SIGN CO. does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

ATTACHMENT A

Led Display Specs

SIGN SPECS

VISIONIQ Sealed System Wrth Module Level Redundancy

VisionIQ

6.67mm SMD

- Cabinet Size 2'1.2"H x 3'1.8"W
- LED Viewing Area (HxW) 2'1.2"H x 3'1.8"W
- Ideal View Distance (m) 6m and up
- Pixel configuration RGB Surface Mount
- Maximum Brightness > 6,000 NITS
- Viewing Angle (H x V) 160°H x 160°V
- Power Input PER FACE Max: 0.44kW / Avg: 0.14kW
- Amp Input PER FACE Max: 4A / Avg: 1.3A (110 V Single Phase)
- LED Display Matrix 96 H x 144 W
- Pixels Per Face 13,824
- LEDs Per Face 55,296
- Pixel Density/SQFT 2,090

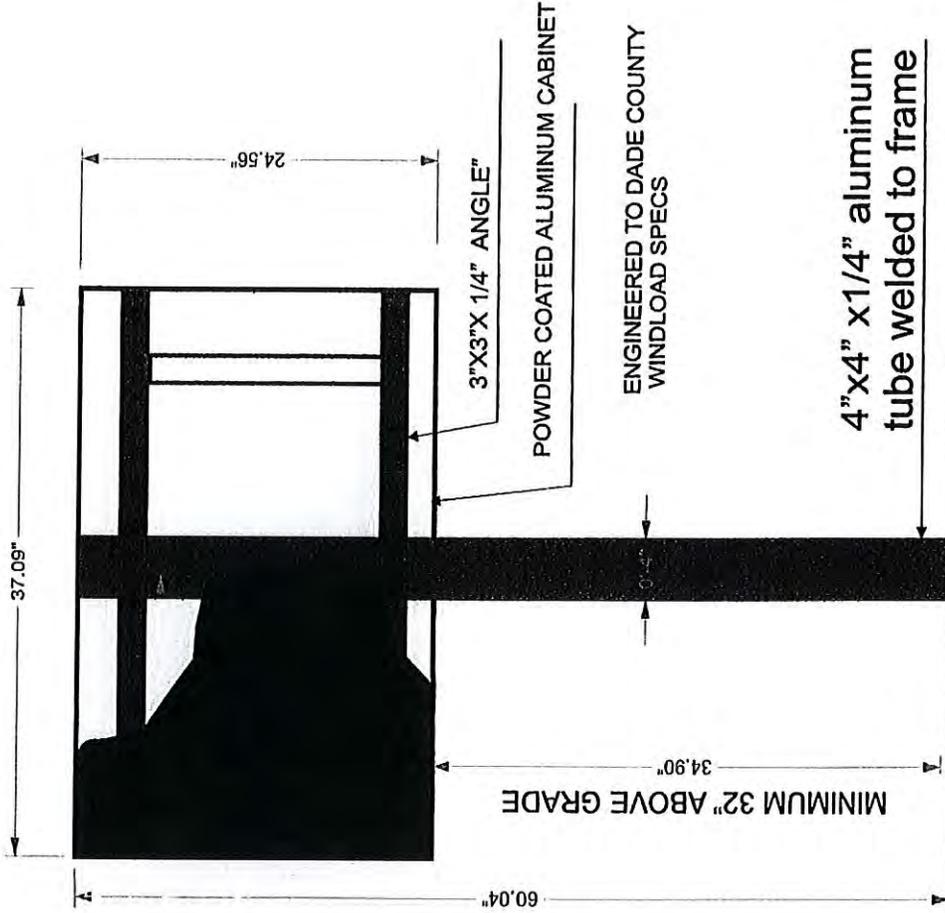
- Finish Black
- Thermal Management Vents and Fans
- Module Ingress protection IP67 (front and rear)
- Construction Corrosion-resistant aluminum
- Light Sensor Photocell intelligent auto-adjust

Options:

- Module Level Data Redundancy Dual Data Path Redundancy
- Software Control Option Local Software*
- Connectivity WiFi**
- Service Pack VisionCare
- Software Media Resources

**WiFi connection from local computer to LED display using MRI supplied WiFi receiver-transmitter pair.

*Control of LED Display from a local computer loaded with software



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

[Signature]
Signature (Blue ink only)
Joseph Dillard
Print Name
Pres.
Title
6/12/15
Date

Witness my hand and official notary seal/stamp at 6/12/15 the day and year written above

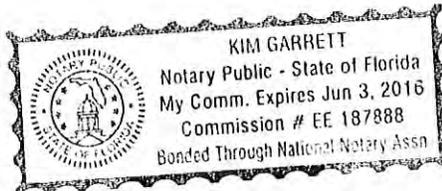
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 12 day of JUNE, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires:



FORM 6

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
	06-11-2015	FRED SHUAIBI	P.M.	

**FORM 7
INDEPENDENCE AFFIDAVIT**

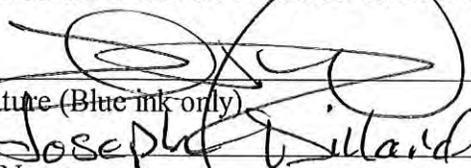
The undersigned individual, being duly sworn, deposes and says that:

1. He/She is PNE's of ART SIGN CO, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

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

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



Signature (Blue ink only)

Joseph Dillard
Print Name

PNE's
Title

6/12/15
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at 6/12/15 the day and year written above

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

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

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

Kim Garrett
NOTARY PUBLIC

My Commission Expires:



**FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL**

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

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

1. He/She is PROES of ANT SIGON, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at 6/12/15 the day and year written above

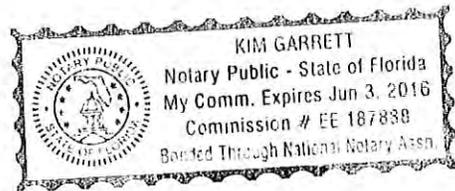
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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

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

Kim Garrett
NOTARY PUBLIC

My Commission Expires:



**FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

Joseph Dillard
[print individual's name and title]

for ARTSUSA CO., INC.
[print name of entity submitting sworn statement]

whose business address is 835 W. W. 6 Ave.
Ft. Lauderdale, FL 33311

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

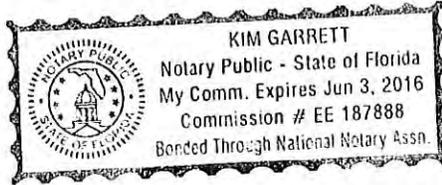
_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime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

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



Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:



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

- Personally known to me, or
- Personal identification:

(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath



SIDE VIEW

FRONT VIEW

Warranty

VisionCare

Every MRI System comes with five years of hardware factory repair coverage and email/telephone technical support. MRI experts will help troubleshoot issues directly over the phone or by video conference. We'll answer questions about the product and software, as well as help you solve connectivity problems. And if your product needs service under the plan, MRI technical support representatives can even set up a repair during the same call.

- Technical support and training at time of installation with lifetime help desk support
- Diagnosis and troubleshooting
- Repair, replacement or exchange of any failed MRI manufactured components
- Spare parts available at all times for rapid service turnaround
- Software support





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DILLARD, JOSEPH C
ART SIGN CO INC
835 NW 6TH AVE
FT LAUDERDALE FL 33311

Congratulations! With this license you become one of the nearly nine million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ES0000387 ISSUED: 07/24/2014

CERT. SPECIALTY ELECTRICAL CONTR
DILLARD, JOSEPH C
ART SIGN CO INC
CERTIFIED AS:
SIGN ELECTRICAL SPECIALIST

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2016 L1407240001935

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
ES0000387

JOSEPH C DILLARD, ART SIGN CO INC, FT LAUDERDALE, FL 33311
AS A SPECIALTY ELECTRICAL CONTRACTOR
named below IS CERTIFIED
under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016
AS A SIGN ELECTRICAL SPECIALIST



DILLARD, JOSEPH C
ART SIGN CO INC
835 NW 6TH AVE
FT LAUDERDALE FL 33311



Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

ART SIGN CO INC

(954) 763-4410

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

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

835 NW 6TH AVE

Requester's name and address (optional)

City, state, and ZIP code

F.T. LAUDERDALE, FL 33311

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Social security number

--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

S	9	2	1	1	0	3	2	1
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Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the Instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature

[Handwritten Signature]

Date

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

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

ART SIGN CO, INC

(954) 763-4410

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

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

835 NW 6TH AVE

City, state, and ZIP code

FT. LAUDERDALE, FL 33311

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Social security number

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OR

Employer identification number

5	9	2	1	1	0	3	2	1
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Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature

[Handwritten Signature]

Date

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

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct for you are waiting for a number to

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

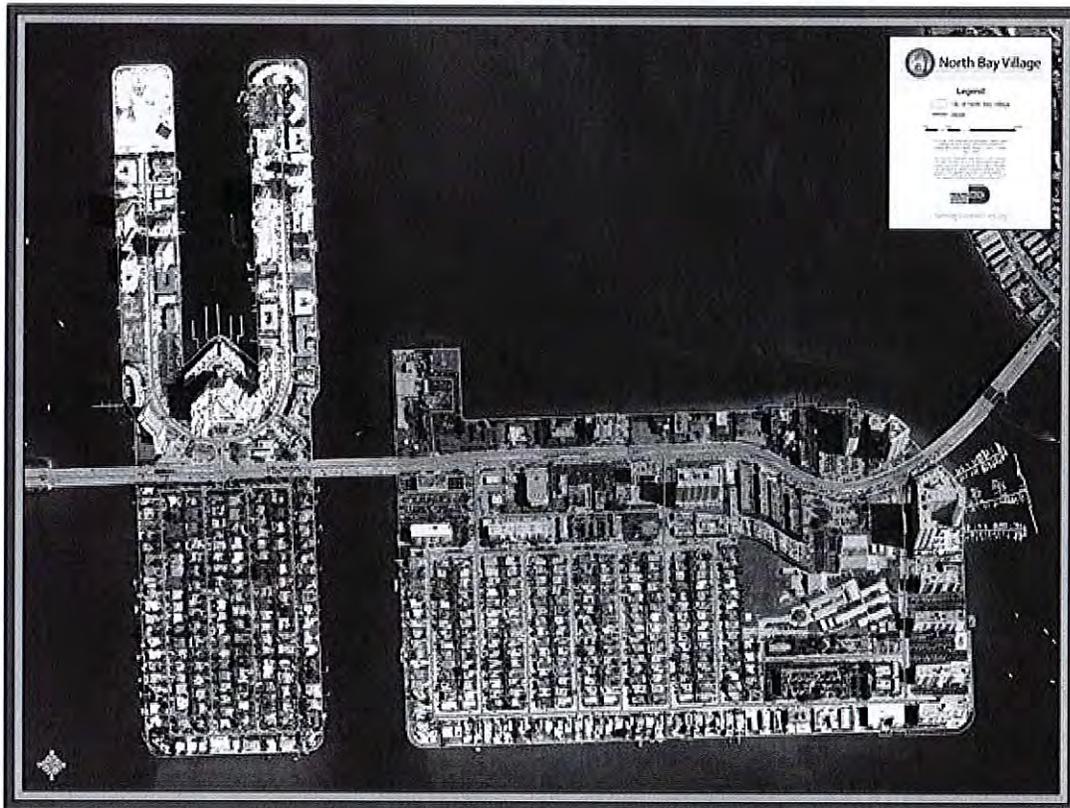
Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each

North Bay Village, Florida



**REQUEST FOR PROPOSALS
FOR
LED INFORMATIONAL VILLAGE SIGNAGE**

RFP NO. NBV RFP-2015-001



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE JUNE 12, 2015, 3:00 P.M.
North Bay Village, Florida**

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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

NORTH BAY VILLAGE REQUEST FOR PROPOSALS LED INFORMATIONAL VILLAGE SIGNAGE

RFP NO. NBV 2015-01

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to replace the five (5) existing Village message boards located throughout the Village with five (5) LED programmable message boards.

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before June 12, 2015, no later than 3:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

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

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

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

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

Yvonne P. Hamilton, CMC, Village Clerk

Zip Code: _____
Telephone No. _____
FAX No. _____
E-MAIL: _____

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

(The rest of this page is intentionally left blank)

SECTION 2 - INTRODUCTION/INFORMATION

2.1. Purpose

North Bay Village is requesting proposals from qualified vendors / contractors to remove existing message boards throughout the Village and replace with LED programmable message boards. The Village is looking for a vendor to replace the existing signs with LED signs that are approximately the same size as the existing signage. The current signs are approx. 65 inches high and 36 inches wide. The goal of the new LED signs is for all five (5) signs to look aesthetically cohesive, pleasing to the eye, similar in height and width to the existing signage as to not block traffic views(see Attachment A – map of Village detailing location of current signs). The LED message must be remotely programmable, and the signs are easily visible during the day and night time. The complete construction must be built out of materials that will withstand the environment and elements in North Bay village taking into account our proximity to the ocean and the effects of the salt air. Furthermore, the design needs to adhere to North Bay Village local building and Public Works standards; in addition to applicable Florida Department of Transportation, State and Miami-Dade County standards.

2.2. Information or Clarification

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

2.3. Eligibility:

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

SECTION 3 – GENERAL CONDITIONS

3.1. RFP Documents

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

3.2. Taxes

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

3.3. Interpretations and Inquiries

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

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on Tuesday, May 26, 2015. Responses will be provided by Thursday June 4, 2015 by 5:00 p.m. Written inquiries shall be sent with the subject line "**LED Informational Village Signage, RFP No. NBV 2015-001**" to:

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

The Village will not respond to oral inquiries.

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

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

3.4. Verbal Agreements

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

3.5. No Contingent Fees

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

3.6. Independence

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

3.7. No Collusion

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

3.8. Assignment; Non-transferability of Proposal

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

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

3.9. Legal Requirements

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

3.10. Familiarity with Laws and Ordinances

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

3.11. Advertising

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

3.12. Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors

set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

3.13. Execute Contract

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

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

3.14. Facilities

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

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

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.16. Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

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

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

3.17. Addenda

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

3.18. Review of the RFP Documents

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

3.19. Adjustment/Changes/Deviations

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

3.20. Public Records

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21. Subcontracting

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

3.22. Public Entities Crime

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

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

3.23. Non-Collusion Affidavit

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

SECTION IV - SPECIAL CONDITIONS

4.1. General Conditions

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

4.2. Variances

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

4.3. RFP Documents

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

4.4. Proposers' Costs

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

4.5. Proposal Security

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5 signs. If alternates are offered, the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has executed a contract for the work.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Bid Bond for the awarded Proposer will be returned following the execution of the Contract.

4.6. Approved Equal Or Alternate Product Proposals

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

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

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

4.7. Contract Period & Warranty

The resulting contract will be effective upon execution. The contract for purchases and services should include initial warranty of all provided services and products and a minimum of a five (5) year warranty of the LED panel and operating system as well as the structure that holds the LED panel. Furthermore, the contract should include post-installation service / maintenance agreements (outline and provide pricing for a minimum one (1) year and maximum three (3) year renewable agreement). The contract and any renewals of the contract are subject to the availability of funds and annual appropriations by the Village Commission. The price of the contract should not exceed \$75,000.00 for the removal of existing signage and the initial design, purchase and installation of the new structures containing the five (5) LED message boards as well as software and training needed for the message boards.

4.8. Invoices/Payment

Payments will be made based upon work completed. Payment shall be made by the 15th of the month following receipt of the Contractor's invoice for the services.

4.9. Deletion Or Modification Of Services

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

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

4.10. Additional Items

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

4.11. Independent Contractor

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

4.12. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

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

4.13. Insurance

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

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

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

b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

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

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

Certificate holder should be stated as follows:

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

4.15. Bonds

The successful bidder shall provide with the executed contract or within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or Payment/Performance bond in an amount equal to the total of the contract amount in a form satisfactory to the Village Attorney.

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

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

4.16. Lobbying Activities

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

4.17. Contract Administrator

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

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

Schedule and conduct Contractor performance evaluations and document findings.

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

4.18. Contractor Performance Reviews And Ratings

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

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

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

4.19. Bid Tabulations/Intent To Award

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

SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

5.1 Scope and Purpose

North Bay Village is requesting proposals from qualified vendors / contractors to remove five (5) existing message boards throughout the Village and replace with LED programmable message boards. The Village is looking for a vendor to replace the existing signs with LED signs that are approximately the same size as the existing signage. The goal of the new LED signs is for all five (5) signs to look aesthetically cohesive, pleasing to the eye, similar in height and width to the existing signage as to not block traffic views, LED remotely programmable that are easily visible during the day and night time and ultimately, built out of materials that will withstand the elements also taking into account our proximity to the ocean and the effects of the salt air (see attachment A for sign locations & specifications).

These LED message boards will be used by the Village to advertise meetings, events and any related Village information needed. The successful Contractor shall be responsible for providing these services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 7,500. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Miami Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service

- Transportation

1. SCOPE OF SERVICES

- A. Removal of existing signs & install of new LED signs at five (5) existing sign locations in North Bay Village (**see attachment A for sign locations and required sign specifications**).
- B. Sign design and construction (including any electrical work needed for functioning of signs). There should be electrical accessible at each sign location. The design needs to take into account North Bay Village local building and Public Works standards; in addition, to applicable Florida Department of Transportation, State and Miami-Dade County standards. Final design specifications and construction drawings to be signed and sealed by a Florida licensed professional engineer.
- C. Acquisition of North Bay Village sign permit for signs, including all necessary inspections (the sign permit will be issued as a “no fee permit” with no permit fees charged to the contractor).
- D. The signs are to be constructed on the public ROW but must meet the Florida building code as well as the Village’s regulations for construction in the public ROW.
- E. Structure to be weather resistant, wind resistant, similar in size to removed structure or a size that does not block too much traffic as to not interfere with the clear sight line in accordance with FDOT Design Standard 546 for traffic view. Furthermore, the design structure must contain Village Seal incorporated and contain programmable full color LED panels.
- F. Vendor must complete a turnkey installation to full operation of an exterior LED multi-color message board signs at existing sign sites. The new signs to be installed and operational within thirty (30) working days of removal of existing signs.
- G. LED signs should be fully and clearly visible in daytime and nighttime. LED display should be visible from 30-60 ft. distance. This may be accomplished with automatic controls within the sign or via software.
- H. Restoration of the sites to a condition equal to or better than the condition prior to the start of the project.
- I. Provide software package, installation and training of staff on the programmable LED sign computer software. Vendor shall install software package (at least two program licenses) and provide technical support should computer related issues arise. The software must communicate with each sign individually and from a distance of a minimum of one mile. The communications requirement must be spelled out in the proposal with the optimal cost to the Village included in the total price quoted. If there are optional methods of communications, they are to be submitted as a separate quote.
- J. System must be able to communicate (update information on signs) wirelessly between master computer (located at Village Hall) and all five (5) LED signs.

SECTION 6- EVALUATION PROCEDURES

6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

- a) The vendor / contractor is independent and licensed to practice in the State of Florida.
- b) The vendor / contractor has no conflict of interest with regard to any other work performed by the vendor / contractor for North Bay Village.
- d) The vendor / contractor has a record of quality work.
- e) The vendor / contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor / Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor / contractor shall be in good standing with all regulatory departments of the State of Florida.

Vendor / contractor shall have at least one operating office located within Florida

3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points - 30)
(i.e. the firm's past experience and performance on LED projects of comparable size and complexity.)

- b) Cohesiveness, Aesthetics, visibility, and warranty on all signs (Maximum Points - 50)

(does the design take into account our weather needs, are parts easily replaceable if broken, projected life span of sign structure as well as LED message board, is the LED message system easy to use, etc.)

- c) Responses of references (Maximum Points - 10)
- c) Cost (Maximum Points – 20 (initial cost of install as well as costs for any support beyond initial warranty and service period or support cost Village would incur not covered by contract)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer they may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

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

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

SECTION 7 - REQUIREMENTS OF THE PROPOSAL

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

Proposals must be submitted in a sealed package with the RFP number, due and open dates, and RFP title (NBV RFP 2015-001) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to June 12, 2015 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

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

SECTION 8 – TECHNICAL PROPOSAL

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

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

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

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

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

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

Tab 7: Proposer to provide a minimum of three (3) references for which sign construction services have been used in this area. If additional space is required, include as an appendix to RFP 2015-001 response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s):
Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

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

(This space intentionally left blank)

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

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

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

Tab 11: Proposer please quote your company's rates for providing additional signage

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

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

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

SECTION 9 – CONE OF SILENCE

9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2015-001 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

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

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

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

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

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

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

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

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

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

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

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

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

b. The Cone of Silence shall terminate at the time the Village Manager makes

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

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

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

SECTION 10 – QUALIFICATION FORMS

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

(This space intentionally left blank)

**FORM 1
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

The price below represents the full cost to North Bay Village for the furnishing and installation of five (5) LED signs in North Bay Village and includes software to operate the signs from a remote location and the training for two (2) North Bay Village employees for a session of ½ or 1 full day. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

TOTAL COST	\$
-------------------	----

Taxpayer _____ **Identification** _____ **Number:** _____

BIDDER:

(Company Name)

(Signature of Authorized Representative)

(Printed Name and Title)

**FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

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

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

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

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

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

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____
_____	_____	_____

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

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

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

**FORM 3
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV RFP 2015-001. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title
- B. Years of Experience with this company:
With Other Similar companies:
- C. Education:

Degree(s)

Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

FORM 4
REFERENCES

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

1. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
2. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
3. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

FORM 5

DRUG-FREE WORKPLACE

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

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue ink only)

Print Name

Title

Date

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

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

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

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

NOTARY PUBLIC

My Commission Expires:

FORM 6

ACKNOWLEDGMENT OF ADDENDA

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

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

**FORM 7
INDEPENDENCE AFFIDAVIT**

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

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

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

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

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

Signature (Blue ink only)

Print Name

Title

Date

[Acknowledgment on following page.]

**FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL**

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

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

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

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

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

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

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

NOTARY PUBLIC

My Commission Expires:

FORM 9

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

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

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

_____ [print individual's name and title]

for _____ [print name of entity submitting sworn statement]

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature (Blue ink only)

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

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

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

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

_____ Personally known to me, or

_____ Personal identification:

(Type of Identification Produced)

_____ Did take an oath, or

_____ Did Not take an oath

ATTACHMENT A

Led Display Specs

VISIONiQ Sealed System With Module Level Redundancy

VisionIQ

6.67mm SMD

- Cabinet Size 2'1.2"H x 3'1.8"W
- LED Viewing Area (HxW) 2'1.2"H x 3'1.8"W
- Ideal View Distance (m) 6m and up
- Pixel configuration RGB Surface Mount
- Maximum Brightness >6,000 NITs
- Viewing Angle (H x V) 160°H x 160°V
- Power Input PER FACE Max: 0.44kW / Avg: 0.14kW
- Amp Input PER FACE Max: 4A / Avg: 1.3A (110 V Single Phase)
- LED Display Matrix 96 H x 144 W
- Pixels Per Face 13,824
- LEDs Per Face 55,296
- Pixel Density/SQFT 2,090

- Finish Black
- Thermal Management Vents and Fans
- Module Ingress protection IP67 (front and rear)
- Construction Corrosion-resistant aluminum
- Light Sensor Photocell intelligent auto-adjust

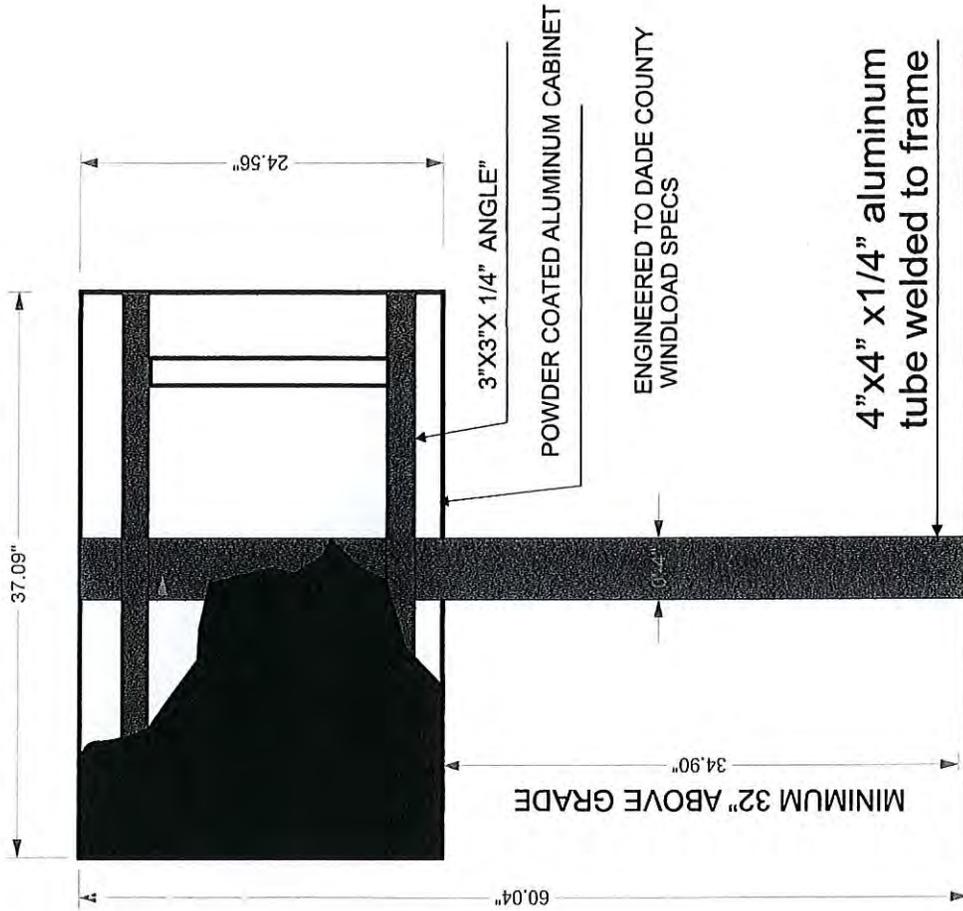
Options:

- Module Level Data Redundancy Dual Data Path Redundancy
- Software Control Option Local Software*
- Connectivity WiFi**
- Service Pack VisionCare
- Software Media Resources

**WiFi connection from local computer to LED display using MRI supplied WiFi receiver-transmitter pair.

*Control of LED Display from a local computer loaded with software

SIGN SPECS





North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 31, 2015

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason 

PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk
Robert L. Switkes, Village Attorney

SUBJECT: Ordinance Amending the General Election Qualifying

RECOMMENDATION:

It is recommended that the Village Commission consider the attached Ordinance on first reading to change the qualifying dates for the November 8, 2016 General Election to 8:00 a.m. on August 2, 2016 to 5:00 p.m. on August 31, 2016.

BACKGROUND:

It is customary for North Bay Village to change its General Election qualifying date to accommodate Miami-Dade County Elections Department in meeting the statutory deadline for the mailing of overseas absentee ballots 45 days prior to the election.

Pursuant to Section 5.05 of the Village Charter, which requires qualifying to commence no sooner than 75 days prior to the election date and no later than 45 days prior to the election date, qualifying should begin on August 19, 2016 and end on September 18, 2016. Section 100.3605(2) authorizes municipalities to change their qualifying dates by the adoption of an Ordinance.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

By the attached letter dated April 28, 2016, the Miami-Dade Elections Department has requested that the Election Qualifying Dates for the November 8, 2016 General Election ends no later than September 2, 2016. Staff recommends that the qualifying period commences at regular business hours at 8:00 a.m. on August 2, 2016 and ends on August 31, 2016 at 5:00 p.m.

There will be no supplemental qualifying period, since the Miami-Dade County Elections Department will not accept qualifying documents after the deadline of September 2, 2016.

BUDGETARY IMPACT:

There will be no cost to amend the ordinance.

PERSONNEL IMPACT:

There is no personnel impact regarding amendment of the ordinance.

CONTACT:

Yvonne P. Hamilton, Village Clerk
Robert L. 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

MEMORANDUM

North Bay Village

DATE: September 1, 2015

TO: Frank K. Rollason
Village Manager

FROM: Yvonne P. Hamilton
Village Clerk

Robert L. Switkes
Village Attorney

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE.

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

YH:RLS

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 8, 2016 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON/ROBERT L. SWITKES, VILLAGE ATTORNEY)

WHEREAS, Section 5.05(A) of the Village Charter provides that candidates for the office of Mayor or Commissioner shall qualify with the Village Clerk no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the date of the General Election; and

WHEREAS, the qualifying dates for the November 8, 2016 General Election will be August 19, 2016 through September 18, 2016; and

WHEREAS, Florida Statutes 101.62(4)(a), provides that absentee ballots must be mailed to overseas voters forty-five (45) days prior to the General Election; and

WHEREAS, the Miami-Dade Elections Department has imposed a September 2, 2015 deadline for submittal of all qualifying documents for the November 8, 2016 General Election to allow sufficient time to prepare, print, and mail absentee and write-in ballots to overseas voters by the statutory deadlines; and

WHEREAS, Chapter 100, Section 100.3605(2) of the Florida Statutes authorizes municipalities to change their qualifying dates by the adoption of an Ordinance; and

WHEREAS, revising the Village's election qualifying dates is necessary to meet the deadlines for ballot preparation imposed by the Elections Department and will benefit the Village in providing a more efficient election.

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

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

Section 2. Qualifying Dates Set. The qualifying dates for the November 8, 2016 General Municipal Election shall be from 8:00 a.m. on July 29, 2014 to 5:00 p.m. on August 27, 2014.

Section 3. Supplemental Qualifying Period. The Commission hereby accepts that there shall be one qualifying period, and there shall be no supplemental qualifying period.

Section 4. Unopposed Candidates Elected. If only one candidate for an elected office remains on the ballot after the close of qualifying, said candidate shall be declared elected and no election for that office shall be required.

Section 5. 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 6. 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 7. Direction to Village Clerk. The Village Clerk is hereby directed to submit a copy of this Ordinance to the Miami-Dade County Elections Department immediately after adoption and to transmit all appropriate qualification documentation received within the qualification period herein established to the Miami-Dade County Elections Department by September 2, 2015.

Section 8. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

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

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 8th day of September 2015.

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

FINAL VOTE ON ADOPTION:

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

PASSED AND ENACTED by the Commission of North Bay Village this 8th day of September 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, Village Clerk

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

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

North Bay Village Ordinance-Change of Qualifying Dates for the November 8, 2016 General Election.



April 28, 2015

Yvonne P. Hamilton
Village Clerk
North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Dear Ms. Hamilton:

As you know, the North Bay Village General Election is scheduled on November 8, 2016, with a qualifying period of August 19, 2016, through September 18, 2016. The Elections Department is bound by the Election Laws of the State of Florida, which require the mailing of overseas absentee ballots 45 days prior to the election. As such, in order for the Elections Department to prepare, print, and meet its statutory deadline, we request that your Board change your candidate qualifying period to end no later than September 2, 2016.

Your prompt attention to this request is greatly appreciated so that we can proceed with our preparations for the 2016 election cycle. Should you have any questions or concerns, please feel free to contact me directly at 305-499-8409 or Zeida Reyes, Elections Coordination Manager, at 305-499-8405.

Sincerely,

A handwritten signature in blue ink, appearing to be "Carolina D. Lopez".

Carolina D. Lopez
Deputy Supervisor of Elections
Miami-Dade Elections Department

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA REGARDING A REQUEST FOR FEDERAL ACTION-VOTE OF DISAPPROVAL OF PROPOSED NUCLEAR DEAL WITH IRAN, FOR THE PURPOSE OF CALLING ON THE HONORABLE MEMBERS OF THE FLORIDA DELEGATION TO THE 114TH CONGRESS, TO DISAPPROVE THE PROPOSED NUCLEAR DEAL WITH IRAN; STRONGLY ENCOURAGING THE FLORIDA DELEGATION TO WORK WITH THEIR COLLEAGUES IN CONGRESS, AND THE ADMINISTRATION, TO ENGAGE IN FURTHER NEGOTIATIONS WITH THE P5+1, AND URGING THE ADMINISTRATION TO WORK WITH OUR ALLIES TO MAINTAIN ECONOMIC PRESSURE ON IRAN, UNTIL AN AGREEMENT THAT WILL TRULY CLOSE OFF ALL IRANIAN PATHS TO NUCLEAR WEAPONS CAN BE REACHED; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY AND VICE MAYOR JORGE GONZALEZ)

WHEREAS, the North Bay Village Commission wishes to thank President Obama and the Administration for their tireless efforts to reach a diplomatic agreement with Iran on their nuclear program; and

WHEREAS, we believe diplomacy is the most effective avenue for solving problems on the international stage; and

WHEREAS, we do have the following significant concerns about the announce deal:

- The proposed deal does not ensure “anytime, anywhere” short-notice inspections.
- The proposed deal does not clearly condition sanctions relief on full Iranian cooperation in satisfying International Atomic Energy Agency concerns over the possible military dimensions of Tehran’s program.
- The proposed deal lifts sanctions as soon as the agreement commences, rather than gradually as Iran demonstrates sustained adherence to the agreement.
- The proposed deal lifts key restrictions in as few as eight years.
- The proposed deal would disconnect and store centrifuges in an easily reversible manner, but it requires no dismantlement of centrifuges or any Iranian nuclear facility.
- The proposed deal allows for sanctions relief for individuals responsible for the deaths of hundreds of Americans servicemen and women.

WHEREAS, The North Bay Village Commission takes the Administration at its word that no deal is better than a bad deal.

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

The Commission calls on the Honorable Members of the Florida Delegation to the 114th Congress to disapprove the proposed nuclear deal with Iran as it genuinely falls short of the requirements laid out by both Congress and the Administration for a workable deal, and urges the Administration to work with our allies to maintain economic pressure on Iran as they continue to negotiate an agreement that will truly close off all Iranian paths to a nuclear weapon.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Honorable Members of the House and Senate Leadership and the Honorable Members of the Florida House and Senate Delegations to the 114th Congress.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 8th day of September 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: Iran-North Bay Village Resolution.



North Bay Village

Administrative Offices

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

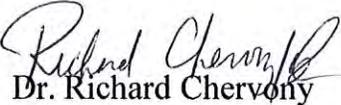
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: August 31, 2015

TO: Yvonne P. Hamilton
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 REGARDING A REQUEST FOR FEDERAL ACTION-VOTE OF DISAPPROVAL OF PROPOSED NUCLEAR DEAL WITH IRAN, FOR THE PURPOSE OF CALLING ON THE HONORABLE MEMBERS OF THE FLORIDA DELEGATION TO THE 114TH CONGRESS, TO DISAPPROVE THE PROPOSED NUCLEAR DEAL WITH IRAN; STRONGLY ENCOURAGING THE FLORIDA DELEGATION TO WORK WITH THEIR COLLEAGUES IN CONGRESS, AND THE ADMINISTRATION, TO ENGAGE IN FURTHER NEGOTIATIONS WITH THE P5+1, AND URGING THE ADMINISTRATION TO WORK WITH OUR ALLIES TO MAINTAIN ECONOMIC PRESSURE ON IRAN, UNTIL AN AGREEMENT THAT WILL TRULY CLOSE OFF ALL IRANIAN PATHS TO NUCLEAR WEAPONS CAN BE REACHED; SETTING AN EFFECTIVE DATE.

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

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

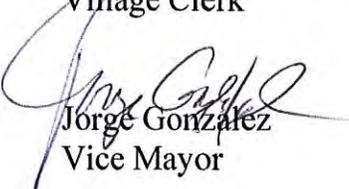
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: August 31, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: 
Jorge Gonzalez
Vice 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 REGARDING A REQUEST FOR FEDERAL ACTION-VOTE OF DISAPPROVAL OF PROPOSED NUCLEAR DEAL WITH IRAN, FOR THE PURPOSE OF CALLING ON THE HONORABLE MEMBERS OF THE FLORIDA DELEGATION TO THE 114TH CONGRESS, TO DISAPPROVE THE PROPOSED NUCLEAR DEAL WITH IRAN; STRONGLY ENCOURAGING THE FLORIDA DELEGATION TO WORK WITH THEIR COLLEAGUES IN CONGRESS, AND THE ADMINISTRATION, TO ENGAGE IN FURTHER NEGOTIATIONS WITH THE P5+1, AND URGING THE ADMINISTRATION TO WORK WITH OUR ALLIES TO MAINTAIN ECONOMIC PRESSURE ON IRAN, UNTIL AN AGREEMENT THAT WILL TRULY CLOSE OFF ALL IRANIAN PATHS TO NUCLEAR WEAPONS CAN BE REACHED; SETTING AN EFFECTIVE DATE.

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

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

The proposed deal with Iran fails to verifiably eliminate every Iranian pathway to a nuclear weapon. It leaves Iran as a nuclear threshold state, jeopardizes U.S. interests, and poses an existential threat to Israel and other American allies. Congress must oppose the proposed deal because it would:



1. LEGITIMIZE IRAN AS A NUCLEAR THRESHOLD STATE

With this agreement, the international community would withdraw its objections to Iran's illicit nuclear activity over the past two decades. Given the restrictions that would be lifted after 15 years, Iran would then have the ability to produce enough fuel for a nuclear bomb within days.



2. RAISE THE PROSPECT OF WAR

Agreeing to this flawed plan of action effectively ends any hope of stopping Iran's nuclear weapons program through diplomacy. Furthermore, once Iran becomes a nuclear threshold state, there would be no peaceful way to stop Tehran in time should it decide to build a nuclear weapon. The world would then either acquiesce to Iran obtaining a nuclear weapon or resort to force to prevent that outcome. A deal that fails to stop Iran's nuclear weapons quest would leave the Middle East far less stable, potentially leading to devastating conflict.



3. SPUR A NUCLEAR ARMS RACE

Our Arab allies fear that a nuclear-capable Iran would become the dominant regional force. With Iran closing in on nuclear threshold status, more than a dozen Arab states have expressed new interest in "peaceful" nuclear programs. Such a deal would encourage nuclear proliferation in the world's most unstable region and would mark the death knell of the global non-proliferation regime and its cornerstone, the Nuclear Non-Proliferation Treaty.



4. INCREASE IRANIAN SUPPORT OF TERRORISM

Iran is already the world's most active state sponsor of terrorism, providing funds, arms and training to terror groups such as Hamas and Hezbollah. The proposed deal provides Iran quick access to an estimated \$150 billion locked in Iranian accounts held abroad. If Tehran gains access to these funds – in addition to new foreign investment and oil revenue – Iran would be able to increase exponentially its support for terrorism around the world.



5. STRENGTHEN THE IRANIAN REGIME

Iran's ruling clerics hope that an Iranian nuclear weapons capability will further their regional ambitions. Iran already actively foments unrest in Lebanon, Iraq, Gaza, Syria, and Yemen. Bolstered by new funding, international legitimacy, additional arms from a phased out arms embargo, and the capacity to build nuclear weapons in 15 years, Iran would be able to extend its regional influence and imperil U.S. interests.



6. UNDERMINE AND THREATEN REGIONAL ALLIES

The proposed deal falls short of Washington's stated goals, calling into question America's global leadership and its commitment to allies. For more than 25 years, U.S. policy has been to cut off Iran's path to a nuclear weapon and to pressure Iran to comply with its international obligations. Under the proposed deal, the United States abandons those objectives, severely damaging our credibility throughout the Middle East.

Below is a series of myths and facts regarding the proposed nuclear agreement with Iran.

MYTH The choice is this deal or war.

FACT The opposite is true. This deal increases the prospects of war. It immediately gives Iran up to \$150 billion, which will bolster Iran's support of terrorism and regional conflicts, requiring a vigorous armed response from neighbors. In the long run, an emboldened and strengthened Iran will seek regional hegemony—dramatically increasing the chances for broader conflict.

MYTH Iran won't get a nuclear weapon.

FACT This deal does not block Iran's path to a bomb (see *Analysis: An Unacceptable Deal*). Instead, the deal legitimizes Iran's nuclear program and allows it to legally reach a nuclear weapons capability with a breakout time measured in only days.

MYTH The whole world backs this deal.

FACT The negotiations with Iran involved the United States and five other countries—none of Iran's neighbors were involved. Many countries in the Middle East, including Israel, Saudi Arabia, and other Persian Gulf countries, are deeply concerned about the impact this deal will have on Iran's ability to fund terrorism and promote instability.

MYTH With no deal, Iran is free from scrutiny.

FACT As a party to the Nuclear Non Proliferation Treaty (NPT), Iran is forbidden from developing nuclear weapons and must undergo regular IAEA inspections of declared sites. With no deal, Iran is still held to inspections of declared sites and cannot pursue nuclear weapons.

MYTH With no deal, Iran will sprint to a bomb.

FACT If Iran turned on all 19,000 installed centrifuges, breakout time would be about two-to-three months to enrich enough uranium to weapons grade. But first, Iran would have to banish IAEA inspectors and reconfigure its centrifuges to produce highly enriched uranium. Iran knows such a breakout would risk a military strike on its nuclear infrastructure, which would grievously damage a program that took decades and billions of dollars to build.

MYTH With no deal, sanctions will fall apart.

FACT On the first day of the deal's implementation nearly all financial, investment, and energy sanctions lift. With no deal, the United States continues to impact the behavior of partners, and U.S. statutory sanctions on elements of Iran's economy continue. Access to the U.S. economy is crucial to most countries and companies, and those that choose to confront the United States on this issue could lose access.

MYTH "Snapback" will work.

FACT The "snapback" mechanism is problematic. It requires up to 65 days to establish and would only apply for major Iranian violations, meaning there are no consequences spelled out for more minor violations. In addition, "snapback" explicitly exempts all international contracts signed before a violation, significantly reducing its impact on Iran.

MYTH This deal strengthens Iran's moderates.

FACT There is no evidence that this deal will impact Iranian foreign policy, support for terrorism or human rights. Instead, the regime will receive an economic boost of up to \$150 billion and renewed oil sales, providing Iran additional resources and legitimacy to pursue its agenda. In fact, the agreement is likely to inspire the regime to expand its extreme behavior as a way to demonstrate its faithfulness to the ethos of the Islamic revolution.

MYTH This deal extends Iran's breakout time.

FACT Given all that is unknown, such estimates about Iranian nuclear capabilities are speculative at best. According to the administration, Iran's purported breakout time extends by months, not years. All meaningful restraints on Iran's nuclear program are removed by year 15, allowing Iran to achieve thereafter a breakout time measured in days.

MYTH Rejection of a deal is unprecedented.

FACT Throughout U.S. history, Congress has rejected agreements negotiated by the executive branch and insisted on substantial changes. Nearly 200 treaties, including 80 multilateral accords, have been modified before they were approved.

Skeptics of this agreement understand why it is a bad deal, but question whether there is any alternative path to preventing Iran from attaining a nuclear weapon. In fact, there are far better options than this dangerous agreement. Congress will make America safer by rejecting this deal, continuing the pressure on Iran, and negotiating a better agreement.

REJECT A BAD DEAL

Throughout the Iran negotiations, the administration repeatedly asserted that “no deal is better than a bad deal,” because it understood that the consequences of a bad deal were far more dangerous than the consequences of no deal. Because this agreement fails to block Iran’s path to a bomb, it is a bad deal. Congress must reject this deal and advance a policy that creates the opportunity for a better deal.

No deal is better than a bad deal. The proposed deal does not satisfy the requirements Congress has set for a good deal in the areas of inspections, possible military dimensions, phased sanctions relief, duration, and dismantlement of Iran’s nuclear infrastructure. It is a bad deal that will allow Iran to legally achieve a nuclear weapons capability.

No deal avoids locking in the negative consequences of a bad deal. By choosing no deal, the United States would avoid the unacceptable consequences of this deal. We would avoid legitimizing Iran’s path to a nuclear weapons capability and providing up to \$150 billion within months to the leading state sponsor of terrorism—which will use funds to promote instability and undermine our regional allies. And we would avoid increasing the prospect of war, spurring a nuclear arms race, and further strengthening the Iranian regime.

No deal opens the door to a better deal. Insisting on a better deal has historical precedent. Throughout history, Congress has successfully insisted on improvements to agreements negotiated by the executive branch. For instance, almost 200 treaties, including 80 multilateral accords, have been modified by congressional amendments, reservations or conditions before they were approved. Major arms control agreements, including the second Strategic Arms Limitation Treaty (SALT II) and the Threshold Test Ban Treaty, failed to gain initial Senate approval, but ultimately led to new negotiations and improved agreements.

CONTINUE ECONOMIC AND DIPLOMATIC PRESSURE ON IRAN

If Congress rejects this deal, the United States will maintain congressionally-enacted sanctions. Other states may lift their sanctions, returning us to the situation we faced between 1996 and 2010 when America led the world by imposing unilateral sanctions on Iran. Iran will still be obligated to honor its commitments under the Nuclear Nonproliferation Treaty (NPT).

If the deal is rejected by Congress, the future of the deal will be cast in doubt. Iran may decide to withdraw from the agreement or remain in the deal without the benefits the U.S. would provide. The president will be obligated to enforce statutory U.S. sanctions that would remain in place, putting continued pressure on Iran and providing leverage to restart multilateral negotiations.

It was U.S. leadership in both sanctions and diplomacy that persuaded our allies to join us in a multilateral effort targeting Iran. That leadership will be the foundation for continued economic and diplomatic pressure on Iran.

The United States has the world’s largest economy and most important financial system in the world. Our sanctions have proven their global impact to dissuade foreign companies from investing in Iran when faced with the threat of isolation.

The NPT remains in effect. With or without a deal, Iran is prohibited by the NPT from developing nuclear weapons and must undergo regular IAEA inspections of declared sites to monitor nuclear activities.

Iran has a clear interest in abiding by the NPT, given that any attempt to break out to a bomb would risk a unified international response and a potential military strike on its nuclear infrastructure, which would grievously damage a program that took decades and billions of dollars to build.

NEGOTIATE A BETTER DEAL WITH CLEAR OBJECTIVES

Building broad international support for a better deal will take time and determination, but that has been the case throughout the past twenty years. With clear objectives, coordination with our regional allies, and sustained pressure, the United States can negotiate a better deal to truly stop Iran's nuclear weapons quest.

A better deal would reaffirm the requirements for an acceptable agreement: the United States would not legitimize Iran as a nuclear threshold state; it would not trade massive sanctions relief for limited temporary constraints; and it would not agree to concessions that will trigger a regional nuclear arms race.

Our current strategy rejects the concerns of Israel and our Arab allies. As a result, it produced an agreement that they view as dangerous. Coordinating our efforts with our regional allies will focus on negotiations that not only stop Iran's nuclear program but seek to enhance regional security—instead of undermining it.

Maintaining economic and diplomatic pressure on Iran will increase its incentive to restart negotiations. Important constraints will remain on Iran irrespective of when negotiations resume.

When faced with the consequences, it is clear that "no deal is better than a bad deal." The right approach is to reject this deal and renew efforts to reach an agreement that will verifiably block all Iranian paths to a nuclear weapon.

"No deal is better than a bad deal."

- President Barack Obama, *Brookings Institution's Saban Forum, Dec. 7, 2013; reaffirmed Dec. 5, 2014*
- Secretary of State John Kerry, *NBC "Meet the Press," Nov. 10, 2013; reaffirmed Feb. 11, 2014; March 3, 2014; July 18, 2014; March 2, 2015*
- Secretary of Defense Ashton Carter, *address at Syracuse University, March 31, 2015*
- Secretary of the Treasury Jack Lew, *address to the U.S.-Israel Joint Economic Development Group, June 18, 2014*
- Chief U.S. Negotiator and Under Secretary of State for Political Affairs Wendy Sherman, *testimony before the Senate Foreign Relations Committee, July 29, 2014; reaffirmed July 16, 2015*



NEGOTIATIONS with IRAN

FUELING A DANGEROUS REGIME

Despite being limited by a weakened economy, Iran threatens U.S. allies in the Middle East and beyond. The deal hands Iran up to \$150 billion—nearly half of Iran’s annual gross domestic product—which will embolden a regime openly committed to confronting the United States and destabilizing the Middle East.

LEADING STATE-SPONSOR OF TERRORISM	HUMAN RIGHTS VIOLATOR
<p>Since the 1979 revolution, Iran has fomented unrest as part of a concerted strategy to spread its radical Islamic ideology and dominate its neighbors. The State Department has designated Iran a state sponsor of terrorism for more than three decades.</p> <ul style="list-style-type: none"> • Iran funds and trains Shi’ite militias, rebel groups and terrorist organizations in Syria, Iraq, Afghanistan, Bahrain, Lebanon, Saudi Arabia, Gaza and Yemen. • Beyond the Middle East, Iran has been implicated in terrorist plots in Bulgaria, Argentina, Uruguay, Peru, Thailand, Nigeria, India and the United States. 	<p>Iran’s authoritarian regime brutally represses internal dissent. Iranian President Hassan Rouhani has not delivered on campaign promises of reform and moderation.</p> <ul style="list-style-type: none"> • In June 2015, the State Department reported on Iran’s deteriorating human rights situation: “judicially sanctioned amputation and flogging;” “severe restrictions on freedom of speech...and press;” “discrimination and violence against women, ethnic and religious minorities, and...[LGBT] persons.” • Iran has imprisoned Washington Post reporter and U.S. citizen Jason Rezaian, holds two other U.S. citizens hostage, and continues to withhold information on a fourth U.S. citizen last seen in Iran.
ANTI-WESTERN POWER	NUCLEAR PROLIFERATOR
<p>The Iranian regime promotes one of the world’s most radical ideologies to achieve its vision of an Islamic state, and seeks to diminish America’s presence and influence in the Middle East.</p> <ul style="list-style-type: none"> • Since 1979, Iranian leadership has viewed Western culture and liberal values as toxic contaminants to its Islamist vision. • The Iranian regime is sworn to Israel’s destruction, and has openly threatened to “wipe Israel off the map.” 	<p>As a party to the Nuclear Nonproliferation Treaty (NPT), Iran has sworn to never obtain nuclear weapons or to use nuclear technology for military purposes, and has pledged transparency in its nuclear activities. But Iran has consistently cheated and lied to the IAEA for 30 years.</p> <ul style="list-style-type: none"> • Of Iran’s eight major nuclear sites, seven were started secretly, in violation of the NPT. • Iran has repeatedly failed to come clean in answering IAEA questions about the nature of its nuclear program.



“If the deal is reached and results in sanctions relief...it’s my expectation that it’s not all going to flow into [Iran’s] economy. I think that they will invest in their surrogates. I think they will invest in additional military capability.”

– Chairman of the Joint Chiefs of Staff Gen. Martin Dempsey, June 9, 2015

NEGOTIATIONS with IRAN

IRAN'S PATIENT PATHWAY TO A NUCLEAR BOMB

If Iran patiently follows the rules of the deal and never cheats, it will still achieve a "legitimate" nuclear weapons capability. This is Iran's patient pathway to a bomb:

STEP 1: WAIT OUT THE IAEA

The IAEA must publish a report on Iran's past nuclear work by Dec. 15, 2015. Even with full Iranian cooperation, this short period to assess Iran's capabilities means the IAEA will have limited time and space to resolve outstanding issues.

STEP 2: BUILD ECONOMIC STRENGTH

As sanctions unwind, Iran gets up to \$150 billion, plus new oil revenue and foreign investment. Iran builds economic strength and resiliency, increases support for terrorist groups and bolsters regional proxies.

STEP 9: STONEWALL THE IAEA

Throughout the deal's duration, Iran can delay inspections for 24 days—more than enough time to conceal most violations. If Iran stonewalls incrementally, it will not trigger a major U.S. reaction.



STEP 10: BECOME A NUCLEAR THRESHOLD STATE

Through strategic patience, Iran emerges in 15 years with multiple pathways to a nuclear weapon and a breakout time of days. Iran has a powerful economy immunized against sanctions pressure, increased military capabilities making it the dominant regional power, and nuclear threshold status.

STEP 3: BUILD MILITARY STRENGTH

In five years, the U.N. arms embargo on conventional weapons lifts. Flush with cash from sanctions relief, Iran legally purchases weapons and provides allies and proxies with tanks, aircraft, helicopters, warships and heavy artillery.

STEP 8: EXPLOIT NEW FREEDOMS

After 15 years, all restrictions lift and Iran expands its industrial-sized nuclear program with near-zero breakout time, plutonium reprocessing, unlimited uranium enrichment, and a certified ballistic missile program.

STEP 4: DEVELOP LONG-RANGE BALLISTIC MISSILES

In eight years, or possibly sooner, Iran legally begins expanding its ballistic missile program. Iran also continues expanding its intercontinental ballistic missile (ICBM) program under the guise of satellite testing.

STEP 7: BEND THE RULES

The deal states that Iran will cease meeting its commitments if sanctions are reinstated. Throughout the deal, Iran can get away with small violations, which the U.S. will likely ignore to preserve the deal.

STEP 6: GAIN NUCLEAR LEGITIMACY

In 10 years, the U.N. resolution endorsing the deal terminates. Iran then has a legitimate and legal nuclear program, and can conduct research on all types and numbers of centrifuges to rapidly enrich uranium.

STEP 5: LIFT REMAINING SANCTIONS

After eight years, additional EU sanctions terminate, specifically on Iran's military. Iran can argue that all other sanctions that, per the deal, "block normalization of trade and economic relations" must be lifted.

Throughout negotiations and after the proposed nuclear deal's announcement, Iran's leaders have consistently demonized the West and made genocidal threats towards Israel.

" You heard 'Death to Israel', 'Death to the U.S.' You could hear it. The whole nation was shaken by these slogans. It wasn't only confined to Tehran. The whole of the nation, you could hear, that was covered by this great movement. So we ask Almighty God to accept these prayers by the people of Iran."

– Iranian Supreme Leader Ayatollah Ali Khamenei, July 10, 2015



" Our policy regarding the arrogant U.S. government will not change...We don't have any negotiations or deal with the U.S. on different issues in the world or the region."

– Iranian Supreme Leader Ayatollah Ali Khamenei, July 18, 2015

" Fighting global arrogance is the core of our revolution and we cannot put it on hold. Get ready to continue your fight against the global arrogance...The U.S. is the true embodiment of the global arrogance."

– Iranian Supreme Leader Ayatollah Ali Khamenei, July 11, 2015

" Please shout the messages of all the times, which are 'Death to America,' 'Death to Israel,' 'Death to global arrogance,' and 'Death to international Zionism.'"

– Statement by Iran's Coordination Council of Islamic Propaganda, July 7, 2015



" The behaviors of Obama and Kerry signified reaching an agreement, but as the late Imam Khomeini said the U.S. is the Great Satan and we can never rely on it."

– Chief of Staff of the Iranian Armed Forces Maj. Gen. Hassan Firouzabadi, July 11, 2015

" Zionism and the usurper and fabricated Zionist government in Palestine is doomed."

– IRGC Brig. Gen. Gholam Reza Jalali, July 9, 2015

America's regional allies have expressed serious concerns about the proposed nuclear deal, while its adversaries have praised it.

" By not dismantling Iran's nuclear program, in a decade this deal will give an unreformed, unrepentant and far richer terrorist regime the capacity to produce many nuclear bombs, in fact an entire nuclear arsenal with the means to deliver it."

– Prime Minister Benjamin Netanyahu, Likud party, July 14, 2015



" I think it is bad for Israel. [Netanyahu and I] will certainly cooperate when it comes to the security of Israel. As an Israeli patriot, this deal is dangerous...[Lifting sanctions will] immediately give Iran a lot of money and resources, which will reach our enemies at our borders. Now Iran is out of the cage and will become a regional tiger."

– Opposition leader Isaac "Bougie" Herzog, Labor party, July 15, 2015



" America's allies in the region's intelligence all predict not only the same outcome of the North Korean nuclear deal but worse – with the billions of dollars that Iran will have access to."

– Ambassador Prince Bandar bin Sultan, Saudi Arabian ambassador to the United States (1981 and 2005), July 15, 2015

" In the name of the Syrian people, I congratulate you and the people of Iran on this historic achievement...We are confident Iran will continue, and with greater momentum, to support the peoples' just issues and to work towards establishing peace and stability in the region and the world..."

– Bashar al-Assad, President of Syria, July 14, 2015



Over the past several years, strong bipartisan majorities in the House and Senate have carefully enunciated the basic American requirements for a final agreement on Iran's nuclear program. Congress has made clear that a good deal must eliminate every Iranian pathway to a nuclear weapon. This deal does not achieve the minimum requirements for an acceptable agreement.



1. INSPECTIONS AND VERIFICATION

Inspectors must be permitted unimpeded access to suspect sites.

Any inspections regime "should include an agreement granting the IAEA <u>necessary</u> access to inspect <u>all</u> suspect sites, including military facilities." – Letter to President Obama signed by 391 House members on March 18, 2014	SATISFIED <input type="checkbox"/>	NOT SATISFIED <input checked="" type="checkbox"/>
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"Any inspection and verification regime must allow for <u>short notice</u> access to suspect locations." – Letter to President Obama signed by 367 House members on March 20, 2015	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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"We believe Iran must also submit to a long-term and <u>intrusive</u> inspection and verification regime." – Letter to President Obama signed by 83 senators on March 18, 2014	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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2. POSSIBLE MILITARY DIMENSIONS

Iran must fully explain its prior weaponization efforts.

"Unless we have a <u>full understanding</u> of Iran's past program, it will be impossible for the <u>international community</u> to judge Iran's future breakout time with certainty." – Letter to President Obama signed by 367 House members on March 20, 2015	SATISFIED <input type="checkbox"/>	NOT SATISFIED <input checked="" type="checkbox"/>
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Any agreement "must fully explain the questionable activities in which [Iran] engaged at Parchin and other facilities." – Letter to President Obama signed by 83 senators on March 18, 2014	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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"An agreement that effectively prevents Iran from acquiring a nuclear weapons capability demands <u>transparency</u> on the extensive <u>research and development</u> work that Iran has undertaken in the past." – Letter to Secretary of State Kerry signed by 354 House members on Oct. 1, 2014	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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3. SANCTIONS

Sanctions relief must commence only after Iran complies with its commitments.

"We anticipate that any sanctions relief would be phased in over a lengthy period of time to allow the opportunity to gauge Iranian compliance. Further, the consequences for Iran of non-compliance or breach must be stipulated in the agreement. Any violation of the agreement must be met with a robust U.S. and international response."

– Letter to President Obama signed by a bipartisan group of 28 senators on July 25, 2014

SATISFIED NOT SATISFIED



4. DURATION

Iran's nuclear weapons quest must be blocked for decades.

"Verifiable constraints on Iran's nuclear program must last for decades."

– Letter to President Obama signed by 367 House members on March 20, 2015

SATISFIED NOT SATISFIED



5. DISMANTLEMENT

Iran must dismantle its nuclear infrastructure so it has no path to a nuclear weapon.

"We are hopeful a permanent diplomatic agreement will require dismantlement of Iran's nuclear weapons-related infrastructure...such that Iran will not be able to develop, build or acquire a nuclear weapon."

– Letter to President Obama signed by 391 House members on March 18, 2014

SATISFIED NOT SATISFIED

"Any agreement must dismantle Iran's nuclear weapons program and prevent it from ever having a uranium or plutonium path to a nuclear bomb."

– Letter to President Obama signed by 83 senators on March 18, 2014

SATISFIED NOT SATISFIED

"Iran has no reason to have an enrichment facility like Fordow."

– Letter to President Obama signed by 83 senators on March 18, 2014

SATISFIED NOT SATISFIED



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Washington, DC 20001

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.0296, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.042, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the municipality of North Bay Village (the "Village") seeks to encourage flexible parking solutions for single lot sites in the RM-70 zoning district, and

WHEREAS, the Village recognizes the challenges of building parking garages on single lot sites, and.

WHEREAS, the Village recognizes the need to define what equipment shall be allowed to provide required parking, and

WHEREAS, the Planning and Zoning Board has reviewed these zoning code modifications at a duly advertised public hearing and recommended approval of the zoning code changes, and

WHEREAS, the Village Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

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

Section 2. Section 152.003, Definitions, of the Code of Ordinances for North Bay Village is hereby amended by modifying the definitions of "Parking space, off-street" to read as follows:

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 single lot sites 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 3. Section 152.0296, Planned Residential Development Zoning Overlay, of the Code of Ordinances for North Bay Village is hereby amended by amending subsection 152.0296(F)(5) to read as follows:

Design.

- (a) 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 (6) 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.
- (b) For single lot sites only:

Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than twenty-two (22) feet in width if they are either limited to one-way traffic or 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 10.5 feet in width.

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:

1. 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.

2. All mechanical parking lifts must be installed by the manufacturer or a manufacturer approved installer.
3. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.
4. 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.
5. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
6. All mechanical lift components shall be Underwriters Laboratories (UL) approved.
7. All non-mechanical parking spaces in the garage structure must measure at least nine (9) feet in width by eighteen (18) feet in depth.
8. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.
9. The ceiling height of any parking level with parking lifts within a garage shall be a minimum of 11 feet 6 inches.
10. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.

Section 4. Section 152.042, Design Standards of the Code of Ordinances for North Bay Village is hereby amended by amending subsection 152.042(A) to read as follows:

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 5. Section 155.17, Off-street parking and loading, of the Code of Ordinances for North Bay Village is hereby amended by amending subsection 155.17(A) to read as follows:

Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. Except for one-way drives and access ramps on single lot sites in the PRD Overlay district, ~~the~~ the following criteria shall also be considered:

Section 6. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 7. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 8. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 9. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on July 14, 2015 was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Richard Chervony.

The Votes were as follows:

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

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED __th day of ____ 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, Village Clerk, CMC

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

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



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: August 31, 2015

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.0296, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.042, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



Memorandum

To: North Bay Village Commission
From: James G. LaRue
Date: August 28, 2015
Subject: 7922 East Drive, 2nd Hearing for Site Plan and Ordinance

The project proposed for 7922 East Drive was heard by the Planning and Zoning Board on April 7, 2015 and heard by the Village Commission on July 14, 2015. Both bodies recommended approval of all applications presented for the project. The voting record and staff's recommendations for those items are as follows:

Land Development Code Text Amendment

- The Planning and Zoning Board recommended approval by a 4-1 vote.
- The Village Commission recommended approval by a 3-1 vote.

At the first reading of the Ordinance, it was stated, on the record, that this legislation would benefit additional single-lot properties in the RM-70 zoning district besides the applicant's project. Two standards were added (to the existing eight standards) to the proposed ordinance, which must be met by all projects using parking lifts when developing under the PRD regulations. See the highlighted standards in the attached proposed ordinance.

- Staff recommends approval of this ordinance request, as revised.

Site Plan Review

- The Planning and Zoning Board recommended approval by a 5-0 vote, based on staff's recommended conditions.
- The Village Commission recommended approval by a 4-0 vote, based on staff's recommended conditions.
- Staff recommends approval of this request, conditional upon the following items being met prior to issuance of a building permit:
 - 1) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.
 - 2) The public access easement and baywalk easement must be dedicated and

recorded. Applicant shall agree, in writing, that the baywalk shall be open to the public daily, during hours to be determined by the Village; and baywalk 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.
- 15) Each dwelling unit must be assigned two parking spaces (which must be a pair of tandem parking spaces created by a single mechanical parking lift). Parking spaces may not be sold or leased to non-residents. Owners may not sell parking spaces except in conjunction with the sale of a dwelling unit.

For further discussion of these issues, please see staff reports presented at the first public hearing on July 14, 2015.





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



Serving Florida Local Governments Since 1988

General Information

Owner/Applicant:	Cedar Island L.P.
Applicant Address:	Not given
Site Address:	7922 East Drive
Contact Person:	James Mackenzie
Applicant Phone Number:	305-866-1623
E-mail Address	james@architectureworksllc.com

	Existing
Future Land Use	High Density Multi-family Residential
Zoning District	RM-70
Use of Property	Vacant
Acreage	11,200 sq ft

Legal Description of Subject Property

HARBOR ISLAND PB 44-72 LOT 83

Request

The Applicant is proposing an Ordinance to amend Sections 152.003, 152.0296 and 152.042 and 155.17 of the North Bay Village Land Development Code. The original proposal was 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.

Additional clarification from the project's architect has resulted in another revision to the minimum aisle width. In order for the project to be built according to the current plans, the minimum aisle width is now 10.5 feet [see Section 152.0296(F)(5)(b)].



Recommendations

Staff recommends **approval** of the proposed text amendments with revisions that will ensure 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 lot sites 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.

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 single lot sites 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) 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 (6) 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.
- (b) For single lot sites only:

Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than twenty-two (22) feet in width if they are either limited to one-way traffic or 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 10.5 feet in width.

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:



1. 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.
2. All mechanical parking lifts must be installed by the manufacturer or a manufacturer approved installer.
3. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.
4. 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.
5. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
6. All mechanical lift components shall be Underwriters Laboratories (UL) approved.
7. All non-mechanical parking spaces in the garage structure must measure at least nine (9) feet in width by eighteen (18) feet in depth.
8. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.

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. Except for one-way drives and access ramps on single lot sites in the PRD Overlay district, the following criteria shall also be considered:

Submitted by:

James G. LaRue
James G LaRue, AICP
Planning Consultant

July 8, 2015

Hearing: North Bay Village Commission, July 14, 2015





NORTH BAY VILLAGE MEETING

Table with meeting dates and times: TUESDAY, SEPTEMBER 1, 2015 7:30 P.M. REGULAR PLANNING & ZONING BOARD MEETING; TUESDAY, SEPTEMBER 8, 2015 5:30 P.M. FIRST BUDGET PUBLIC HEARING; TUESDAY, SEPTEMBER 8, 2015 7:30 P.M. REGULAR COMMISSION MEETING; TUESDAY, SEPTEMBER 17, 2015 6:30 P.M. COMMUNITY ENHANCEMENT BOARD MEETING; MONDAY, SEPTEMBER 21, 2015 7:00 P.M. YOUTH & EDUCATION SERVICES BOARD MEETING; TUESDAY, SEPTEMBER 24, 2015 6:30 P.M. FINAL BUDGET PUBLIC HEARING.

Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk at (305) 756-7171 for information.



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, SEPTEMBER 1, 2015 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA.

- 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 152.0156, 152.042 AND 152.043 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES... B. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(1) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES... 2. AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA... 3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.029, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.044, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING...

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 OR 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 WORKING HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.015, 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 (August 10, 2015)

Service is open on Sunday, so you can get to work on Monday. SOUTHMOTORS

MARIJUANA

Key West likely to lessen penalty for pot

BY ANTHONY CAVE KeyWestHerald.com

In perhaps another step in the shift toward decriminalizing marijuana, the Key West City Commission is expected to vote Tuesday on whether to make possessing small amounts of pot a civil citation as opposed to arrest.

"I certainly support this change that would create a fine in lieu of taking someone to jail for small amounts of marijuana," Key West Police Chief Donnie Lee said Friday. "It gives our officers an option that can help relieve the overburdened court system."

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Notice of Proposed Rulemaking

Policy/Rule No. 1321 (New) Policy/Rule Title: Disclosure Policies and Procedures Purpose and Effect: To set forth the procedures for compliance with disclosure requirements and anti-fraud rules under the Federal securities laws. As an issuer of public debt, The School Board of Broward County, Florida has the responsibility of providing investors and the trading markets with current and meaningful communication that can affect their investment decisions.

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW: DATE AND TIME: Tuesday, September 16, 2015, 10:15 a.m. (Final Adoption)

PLACE: Kathleen C. Wright Administration Building, Board Room, 600 SW 3rd Avenue, Fort Lauderdale, FL

Two or more School Board Members may be present and participating during the Rule Development Workshop.

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunity/ADA Compliance Department at 754-321-2150 or TeleType Machine (TTY) 754-321-2154.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE DEVELOPMENT AND A COPY OF THE PRELIMINARY DRAFT AT NO CHARGE: Naomi Gutierrez, Supervisor - Official School Board Records, 600 SW 3rd Ave - 2nd Floor, Ft. Lauderdale, FL 33301 at (754) 321-2150.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD ITS REGULAR MEETING ON SEPTEMBER 1, 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 BOARD WILL CONSIDER THE FOLLOWING REQUESTS AND SUBMIT A RECOMMENDATION TO THE VILLAGE COMMISSION:

- 1. AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.099 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT.

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

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

PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE VILLAGE 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 (August 10, 2015)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY CEDAR ISLAND L.P. FOR 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 AT 7922 EAST 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. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances (the “Village Code”), Cedar Island L.P. has applied to North Bay Village for approval of a Site Plan to construct a 16-unit, 13 story multi-family condominium structure in the RM-70 (High Density Multiple-Family) Zoning District; and

WHEREAS, Section 152.105(C) and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for Site Plan approval.

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for June 2, 2015 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request with conditions; and

WHEREAS, in accordance with Section 152.096 of the Village Code, public hearings by the Village Commission were noticed for July 14, 2015 at 7:30 p.m. and September 8, 2015 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Finding.

In accordance with Section 152.105(9) of the Village Code, the Village Commission finds that the proposed Site Plan for construction of a 16-unit, 13-story condominium structure:

- A. Protects against and minimizes any undesirable effects upon contiguous and nearby property.
- B. Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.
- C. Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.
- D. Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Section 3. Grant.

The Site Plan to construct a 16 unit, 13 story multiple-family condominium structure at 7922 East Drive, North Bay Village, Florida, as attached and incorporated herein as Exhibit “A” entitled “Bahia Tower Residences, as submitted for hearing with the following dates (6/6/14, revised 12/9/14, and 1/14/15) is hereby approved.

Section 4. Conditions.

The Site Plan is approved with the condition that the following items are met prior to issuance of a Building Permit:

- 1) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.
- 2) The public access easement and baywalk easement must be dedicated and recorded. Applicant shall agree, in writing, that the baywalk shall be open to the public daily, during hours to be determined by the Village; and baywalk 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.

15) Each dwelling unit must be assigned two parking spaces (which must be a pair of tandem parking spaces created by a single mechanical parking lift). Parking spaces may not be sold or leased to non-residents. Owners may not sell parking spaces except in conjunction with the sale of a dwelling unit, which provision shall be included as part of the Condominium Documents.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 8th day of September 2015.

Mayor Connie Leon-Kreps

Attest:

Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: 7922 Eat Drive Site Plan Approval.



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: September 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, we hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY CEDAR ISLAND L.P. FOR 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 AT 7922 EAST 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.

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



Memorandum

To: North Bay Village Commission
From: James G. LaRue
Date: August 28, 2015
Subject: 7922 East Drive, 2nd Hearing for Site Plan and Ordinance

The project proposed for 7922 East Drive was heard by the Planning and Zoning Board on April 7, 2015 and heard by the Village Commission on July 14, 2015. Both bodies recommended approval of all applications presented for the project. The voting record and staff's recommendations for those items are as follows:

Land Development Code Text Amendment

- The Planning and Zoning Board recommended approval by a 4-1 vote.
- The Village Commission recommended approval by a 3-1 vote.

At the first reading of the Ordinance, it was stated, on the record, that this legislation would benefit additional single-lot properties in the RM-70 zoning district besides the applicant's project. Two standards were added (to the existing eight standards) to the proposed ordinance, which must be met by all projects using parking lifts when developing under the PRD regulations. See the highlighted standards in the attached proposed ordinance.

- Staff recommends approval of this ordinance request, as revised.

Site Plan Review

- The Planning and Zoning Board recommended approval by a 5-0 vote, based on staff's recommended conditions.
- The Village Commission recommended approval by a 4-0 vote, based on staff's recommended conditions.
- Staff recommends approval of this request, conditional upon the following items being met prior to issuance of a building permit:
 - 1) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.
 - 2) The public access easement and baywalk easement must be dedicated and

recorded. Applicant shall agree, in writing, that the baywalk shall be open to the public daily, during hours to be determined by the Village; and baywalk 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.
- 15) Each dwelling unit must be assigned two parking spaces (which must be a pair of tandem parking spaces created by a single mechanical parking lift). Parking spaces may not be sold or leased to non-residents. Owners may not sell parking spaces except in conjunction with the sale of a dwelling unit.

For further discussion of these issues, please see staff reports presented at the first public hearing on July 14, 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

Serving Florida Local Governments Since 1988

General Information

Owner/Applicant:	Cedar Island L.P.
Applicant Address:	Not given
Site Address:	7922 East Drive
Contact Person:	James Mackenzie
Applicant Phone Number:	305-866-1623
E-mail Address	james@architectureworksllc.com

	Existing
Future Land Use	High Density Multi-family Residential
Zoning District	RM-70
Use of Property	Vacant
Acreage	11,200 sq ft

Legal Description of Subject Property

HARBOR ISLAND PB 44-72 LOT 83

Request

The applicant is requesting site plan approval pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances for development of a 16 unit, 13 story multi-family condominium structure in the RM-70 (high density multiple-family residential) zoning district, utilizing the PRD regulations found in Section 152.0296 of the North Bay Village Code.

Additionally, the applicant is proposing an ordinance to amend the North Bay Village Land Development Code. This language revision establishes the use of mechanical parking lifts to provide two parking spaces per lift, both of which may be counted toward the required number of off-street parking spaces; and allows for the use of access aisles narrower than the current minimum of 22 feet, in conjunction with gates to control one-way drive usage.



Consistency with Comprehensive Plan

The multifamily residential use is consistent with the description of the Residential Future Land Use category under Policy 2.1.1a of the Future Land Use Element.

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70
	Existing Land Use	Condominiums
East	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70
	Existing Land Use	Condominiums
South	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70
	Existing Land Use	Condominiums
West	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	
North Bay Village LDC				
152.029(C)(3)	Required lot area per dwelling unit	Unit type	10,960 < 11,200	
		Lot area/unit		
		Efficiency		620
		1-br		620
		2-br		685
		3-br	750	
		<u>16 x 685 = 10,960</u>		
152.029(C)(5)	Minimum pervious area	20% of total parcel <u>20% of 11,200 = 2,240 sq ft</u>	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	<table border="1"> <thead> <tr> <th>Unit type</th> <th>Floor Area sq ft</th> </tr> </thead> <tbody> <tr> <td>Efficiency</td> <td>600</td> </tr> <tr> <td>1-br</td> <td>900</td> </tr> <tr> <td>2-br</td> <td>1,200</td> </tr> <tr> <td>3-br</td> <td>1,350</td> </tr> </tbody> </table>	Unit type	Floor Area sq ft	Efficiency	600	1-br	900	2-br	1,200	3-br	1,350	All units are two-bedroom size. Smallest units are 1,499 sf.
Unit type	Floor Area sq ft												
Efficiency	600												
1-br	900												
2-br	1,200												
3-br	1,350												
152.042(A)	Parking spaces to meet minimum definition of 'parking space'	An "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved.	Applicant is proposing text amendment language to allow mechanical parking lifts to be used to provide 2 parking spaces per lift.										
152.042(K)	Minimum setback of ROW from parking spaces	20 ft	In compliance										



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><25,000</td> <td>0</td> </tr> <tr> <td>25,000-50,000</td> <td>1</td> </tr> <tr> <td>50,000-100,000</td> <td>2</td> </tr> <tr> <td>>100,000</td> <td>3</td> </tr> </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
Miami-Dade Biscayne Bay Management Plan			
33D-38(1)b	Minimum rear setback	50% of building height above 35 ft (measured from mean high water line), up to 75 ft maximum. ~57 ft required	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. 16 ft required	Not in compliance
33D-38(3)	Minimum side setback	Minimum of 25 ft	Not in compliance
33D-33(4)	Waiver from County	A waiver may be obtained from the Miami-Dade Shoreline Review Committee for exemption from the above requirements	Not yet provided

Planning & Zoning Board Recommendation

The North Bay Village Planning and Zoning Board recommended approval of the site plan with the staff recommended conditions by a vote of 5-0 on April 7, 2015.



Recommendations

If the Land Development Code amendments are approved as revised in the recommendations of the text amendment staff report, then Staff recommends **approval** of the site plan based on our analysis in this report. Approval should also be based on the following conditions being met prior to the issuance of a building permit:

- 1) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.
- 2) The public access easement and boardwalk easement must be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be open to the public daily, during hours to be determined by the Village; and boardwalk lighting shall remain on while boardwalk is open to the public.
- 3) Site plan approval from Miami-Dade Shoreline Review Committee.
- 4) Meeting School Board Concurrency requirements as determined by School Board Staff.
- 5) Payment of any applicable impact fees.
- 6) Tie-in to Village's wastewater system at a Village designated location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
- 7) Applicant shall not lease or sell parking spaces.
- 8) Applicant shall not charge for guest parking.
- 9) Staging of construction materials shall occur off-site, and not on the public right-of-way.
- 10) Residents of this development shall not utilize street parking and may only use the required parking within the building.
- 11) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

- 12) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 13) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
- 14) All applicable state and federal permits must be obtained before commencement of construction.

Submitted by:

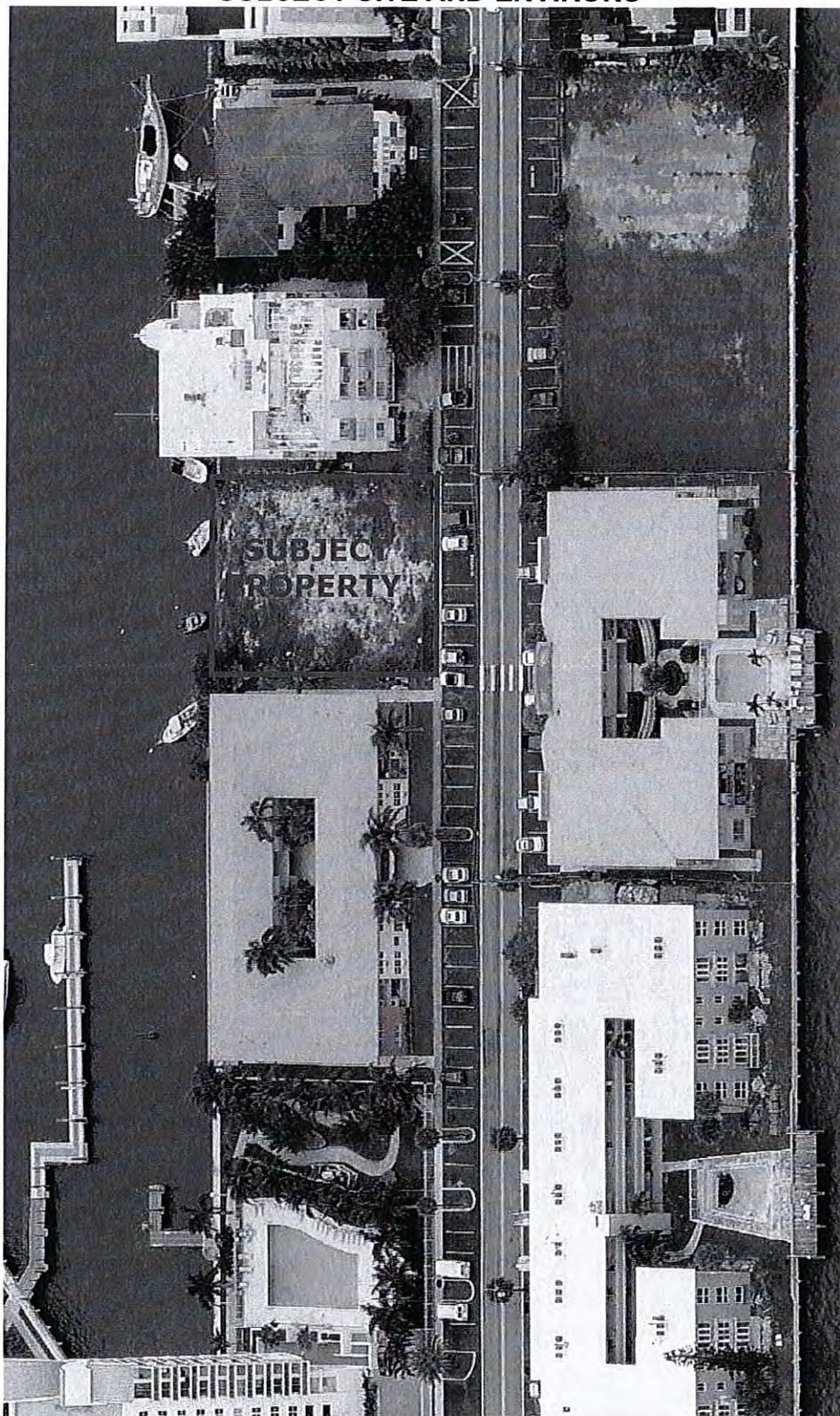
James G. LaRue
James G. LaRue, AICP
Planning Consultant

May 1, 2015

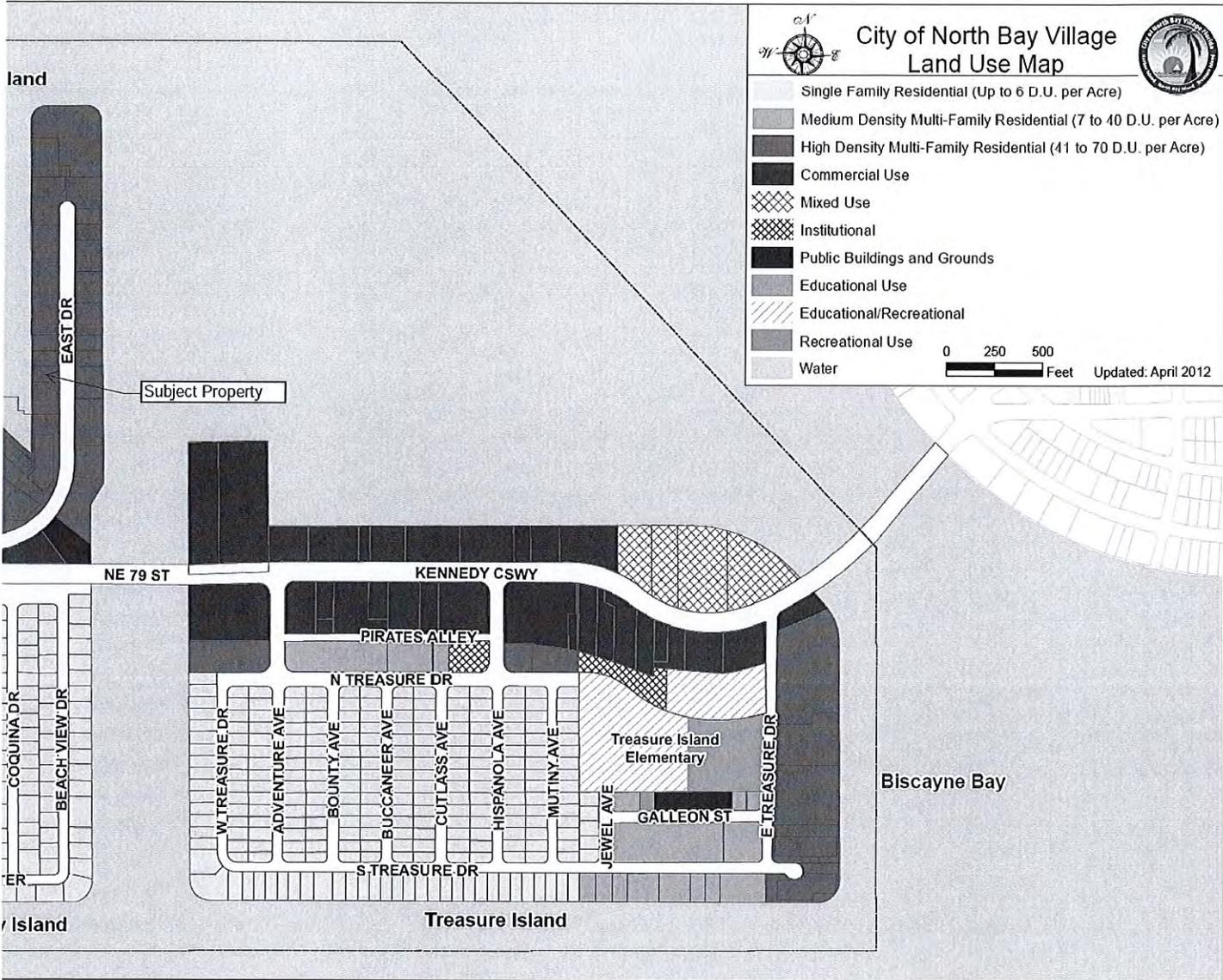
Hearing: North Bay Village Commission, May 12, 2015

Attachments: Future Land Use Map
Zoning Map
Aerial photograph

**AERIAL
SUBJECT SITE AND ENVIRONS**



FUTURE LAND USE SUBJECT SITE AND ENVIRONS



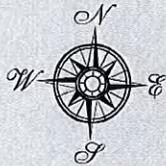
ZONING SUBJECT SITE AND ENVIRONS

City of North Bay Village Zoning Map



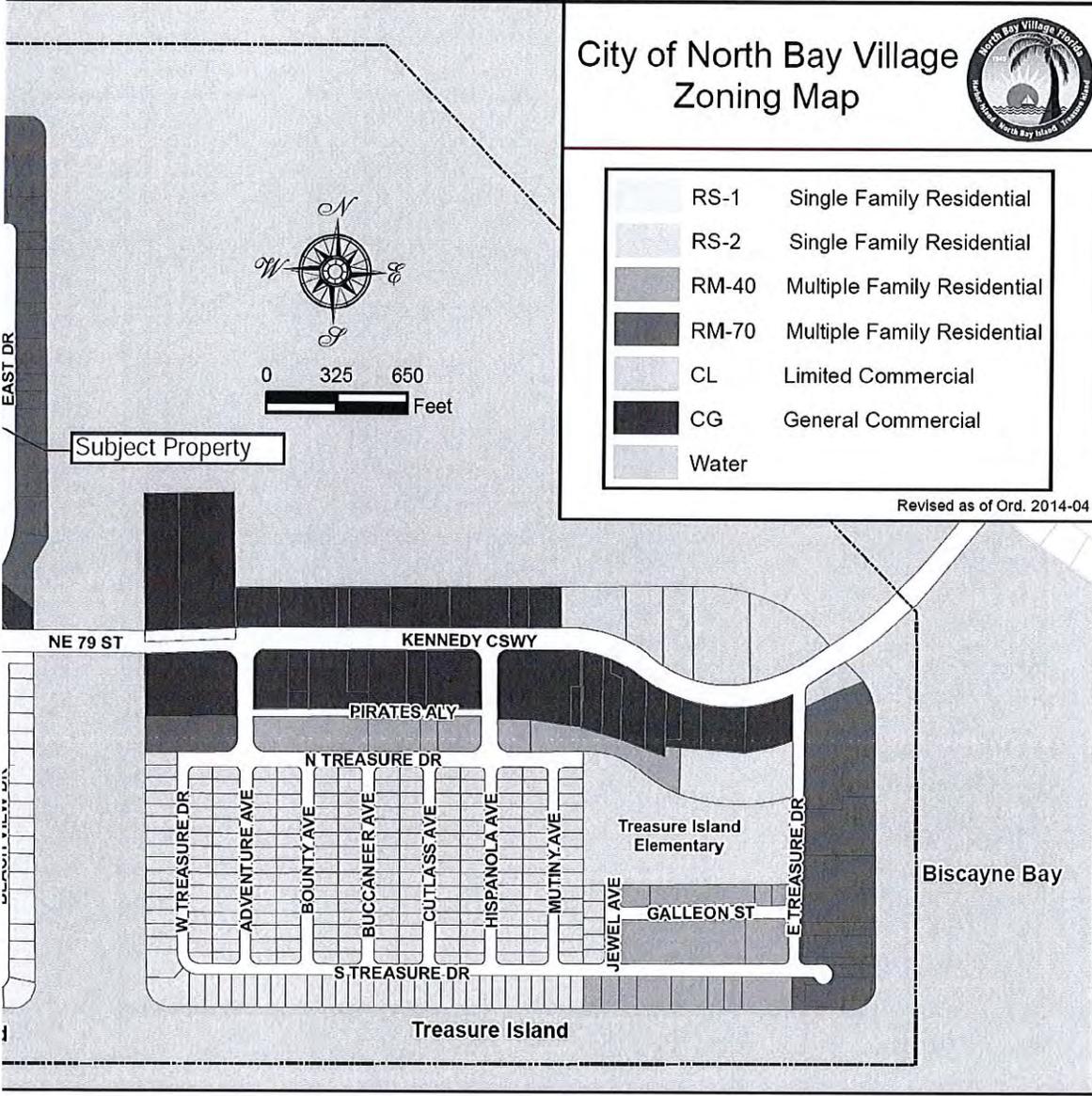
	RS-1	Single Family Residential
	RS-2	Single Family Residential
	RM-40	Multiple Family Residential
	RM-70	Multiple Family Residential
	CL	Limited Commercial
	CG	General Commercial
	Water	

Revised as of Ord. 2014-04



0 325 650
Feet

Subject Property





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

Owner/Applicant:	Cedar Island L.P.
Applicant Address:	Not given
Site Address:	7922 East Drive
Contact Person:	James Mackenzie
Applicant Phone Number:	305-866-1623
E-mail Address	james@architectureworksllc.com

	Existing
Future Land Use	High Density Multi-family Residential
Zoning District	RM-70
Use of Property	Vacant
Acreage	11,200 sq ft

Legal Description of Subject Property

HARBOR ISLAND PB 44-72 LOT 83

Request

The Applicant is proposing an Ordinance to amend Sections 152.003, 152.0296 and 152.042 and 155.17 of the North Bay Village Land Development Code. The original proposal was 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.

Additional clarification from the project's architect has resulted in another revision to the minimum aisle width. In order for the project to be built according to the current plans, the minimum aisle width is now 10.5 feet [see Section 152.0296(F)(5)(b)].



Recommendations

Staff recommends **approval** of the proposed text amendments with revisions that will ensure 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 lot sites 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.

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 single lot sites 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) 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 (6) 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.

- (b) For single lot sites only:

Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than twenty-two (22) feet in width if they are either limited to one-way traffic or 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 10.5 feet in width.

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:



1. 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.
2. All mechanical parking lifts must be installed by the manufacturer or a manufacturer approved installer.
3. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.
4. 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.
5. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
6. All mechanical lift components shall be Underwriters Laboratories (UL) approved.
7. All non-mechanical parking spaces in the garage structure must measure at least nine (9) feet in width by eighteen (18) feet in depth.
8. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.

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. Except for one-way drives and access ramps on single lot sites in the PRD Overlay district, the following criteria shall also be considered:

Submitted by:

James G. LaRue
James G LaRue, AICP
Planning Consultant

July 8, 2015

Hearing: North Bay Village Commission, July 14, 2015





North Bay Village

Administrative Offices

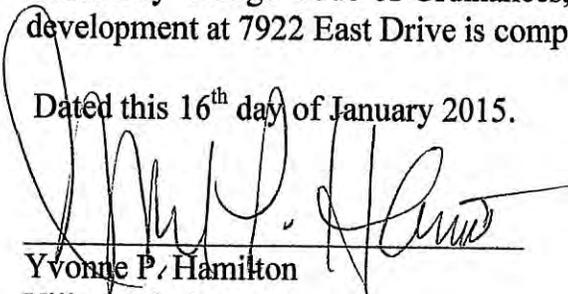
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

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 16th 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

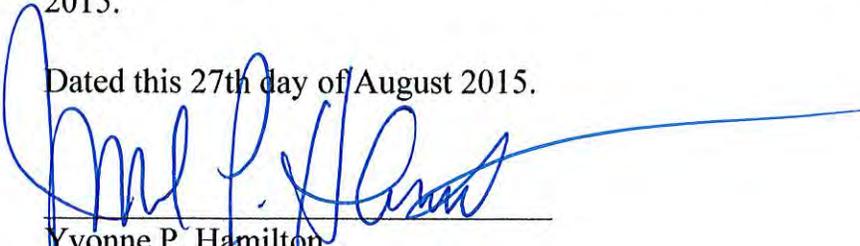
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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.**
- 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.**

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on September 8, 2015 was posted at the above-referenced property on August 27, 2015.

Dated this 27th day of August 2015.


Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-September 1, 2015)

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

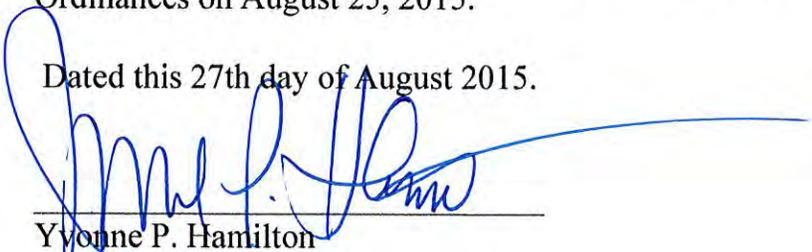
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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.**
- 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.**

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 August 25, 2015.

Dated this 27th day of August 2015.



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-September 8, 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, SEPTEMBER 8, 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 REQUESTS:

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. *(SECOND READING)*
 - 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. *(SECOND READING)*
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.0296, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.042, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND 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
(August 10, 2015)

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

Owner/Occupant
7915 East Drive, #3D
N. Bay Village, FL 33141

Owner/Occupant
7915 East Drive, #3E
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
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

Owner/Occupant
7921 East Drive, #6
N. Bay Village, FL 33141

Owner/Occupant
7921 East Drive, #7
N. Bay Village, FL 33141

Owner/Occupant
7921 East Drive, #8
N. Bay Village, FL 33141

Owner/Occupant
7921 East Drive, #9
N. Bay Village, FL 33141

Owner/Occupant
7921 East Drive, #10
N. Bay Village, FL 33141

Owner/Occupant
7921 East Drive, #11
N. Bay Village, FL 33141

Owner/Occupant
7921 East Drive, #12
N. Bay Village, FL 33141

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

Owner/Occupant
7921 East Drive, #16
N. Bay Village, FL 33141

Owner/Occupant
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
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

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7927 East Drive, #263
N. Bay Village, FL 33141

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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

Owner/Occupant
7927 East Drive, #269
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #270
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #271
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #272
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #273
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #274
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #275
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #276
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #277
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #278
N. Bay Village, FL 33141

Owner/Occupant
7927 East Drive, #279
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
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

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7915 East Drive, #F
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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

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7915 East Drive, #2K
N. Bay Village, FL 33141

Owner/Occupant
7915 East Drive, #2L
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7915 East Drive, #2M
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7915 East Drive, #2N
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7915 East Drive, #2P
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7915 East Drive, #2R
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Owner/Occupant
7915 East Drive, #3R
N. Bay Village, FL 33141

Owner/Occupant
7915 East Drive, #3A
N. Bay Village, FL 33141

Owner/Occupant
7915 East Drive, #3B
N. Bay Village, FL 33141

Owner/Occupant
7915 East Drive, #3C
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
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7928 East Drive, #602
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7928 East Drive, #701
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7928 East Drive, #702
N. Bay Village, FL 33141

Owner/Occupant
7928 East Drive, #801
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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

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7928 East Drive, #1401
N. Bay Village, FL 33141

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7928 East Drive, #1402
N. Bay Village, FL 33141

Owner/Occupant
7928 East Drive, #1501
N. Bay Village, FL 33141

Owner/Occupant
7928 East Drive, #1502
N. Bay Village, FL 33141

Owner/Occupant
7928 East Drive, #1601
N. Bay Village, FL 33141

Owner/Occupant
7928 East Drive, #1602
N. Bay Village, FL 33141

1800 Kennedy Causeway, #A-
101
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-
102
Miami Beach, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A103
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-
104
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A105
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A106
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A107
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A108
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A109
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A110
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A111
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A112
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #201
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A202
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A203
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A204
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A205
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A206
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A207
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A208
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A209
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A210
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A211
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A212
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A301
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A302
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A303
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A304
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A305
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A306
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A307
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A308
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A309
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A310
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A311
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A312
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B102
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B103
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B104
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B105
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B106
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B107
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B108
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B109
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B110
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B111
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B112
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B201
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B202
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B203
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B204
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B205
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B206
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

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1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

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1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

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1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B301
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B302
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B303
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B304
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B305
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B306
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B307
North Bay Village, FL 33141

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1790 Kennedy Causeway, #B308
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1790 Kennedy Causeway, #B309
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1790 Kennedy Causeway, #B310
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B311
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B312
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C101
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C102
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C103
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C104
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C105
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C106
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C107
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C108
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C109
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C110
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C111
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C112
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C201
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C202
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C203
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C204
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C205
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C206
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C207
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C208
North Bay Village, FL 33141

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Owner / Occupant
1780 Kennedy Causeway, #C211
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C212
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C301
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C302
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C303
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C304
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C305
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C306
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North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C312
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D105
North Bay Village, FL 33141

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1770 Kennedy Causeway, #D106
North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D310
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D312
North Bay Village, FL 33141

Owner/Occupant
1770 Kennedy Causeway, D314
N. Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D312
North Bay Village, FL 33141



NORTH BAY VILLAGE MEETING

TUESDAY, SEPTEMBER 1, 2015	7:30 P.M.	REGULAR PLANNING & ZONING BOARD MEETING VILLAGE HALL 1666 KENNEDY CAUSEWAY, #101 NORTH BAY VILLAGE, FL 33141
TUESDAY, SEPTEMBER 8, 2015	5:30 P.M.	FIRST BUDGET PUBLIC HEARING VILLAGE HALL 1666 KENNEDY CAUSEWAY, #101 NORTH BAY VILLAGE, FL 33141
TUESDAY, SEPTEMBER 8, 2015 (7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER)	7:30 P.M.	REGULAR COMMISSION MEETING VILLAGE HALL 1666 KENNEDY CAUSEWAY, #101 NORTH BAY VILLAGE, FL 33141
TUESDAY, SEPTEMBER 17, 2015	6:30 P.M.	COMMUNITY ENHANCEMENT BOARD MEETING VILLAGE ADMINISTRATIVE OFFICE 1666 KENNEDY CAUSEWAY, 3 rd Floor NORTH BAY VILLAGE, FL 33141
MONDAY, SEPTEMBER 21, 2015	7:00 P.M.	YOUTH & EDUCATION SERVICES BOARD MEETING VILLAGE ADMINISTRATIVE OFFICE 1666 KENNEDY CAUSEWAY, 3 rd Floor NORTH BAY VILLAGE, FL 33141
TUESDAY, SEPTEMBER 24, 2015	6:30 P.M.	FINAL BUDGET PUBLIC HEARING VILLAGE HALL 1666 KENNEDY CAUSEWAY, #101 NORTH BAY VILLAGE, FL 33141

Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk at (305) 756-7171 for information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. TTY users may also call 711 (Florida Relay Service). Meetings are held at Village Hall at 1666 Kennedy Causeway, #101 (First Floor), unless otherwise noted. Two or more members of the Village Commission may be in attendance at non-Commission Meetings.



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, SEPTEMBER 1, 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 HEARINGS:

- AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7322 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 - 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. (SECOND READING)
 - SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 164-TN1, 1.5-STORY MIXED USE CONDOMINIUM STRUCTURE WITH A PARKING GARAGE. (SECOND READING)
- AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.028 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT. (REQUIRES ONLY ONE HEARING)
- AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.028, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.044, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR FUTURE AMENDMENT TO THE CODE, AND PROVIDING AN EFFECTIVE DATE. (SECOND 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, CMIC
VILLAGE CLERK
(Miami FL 915)

Service is open on Sunday, so you can get to work on Monday.
SOUTHMOTORS |

MARIJUANA

Key West likely to lessen penalty for pot

BY ANTHONY CAVE
KeyWestPost.com

In perhaps another step in the shift toward decriminalizing marijuana, the Key West City Commission is expected to vote Tuesday on whether to make possessing small amounts of pot a civil citation

as opposed to arrest.

"I certainly support this change that would create a fine in lieu of taking someone to jail for small amounts of marijuana," Key West Police Chief Donnie Lee said Friday. "It gives our officers an option that can help relieve the

overburdened court system."

According to the ordinance, which will be up for a first reading Tuesday, Key West police would have the discretion to issue a citation, resulting in a \$100 fine, for possessing 20 grams or less of marijuana.

The citation would only apply to marijuana cases not charged in conjunction with a felony, driving under the influence or domestic violence.

Commissioners seem to be on board with the idea.

"I agree with it," Commissioner Jimmy Weekley said. "It'll help the issues with the courts."

Commissioner Billy Wardlow said minor drug-related arrests may prevent people from getting a job.

"I don't have a problem with it. I think it'll free up the police department," Wardlow said. "Other municipalities have passed it, I'm sure we can handle it."

Monroe County is leaning toward the same thing. County Attorney Bob Shillinger said his office is in the process of drafting an ordinance for County Commission approval that would make having small amounts of pot a civil citation.

Key State Attorney Catherine Vogel has said she is OK with it since it will free up time for her prosecutors to work on other cases. It's also expected to save the court system lots of money.

But she told the County Commission in July that civil citations for minor pot possession should not be an option for juveniles. The state attorney's office has a policy of dealing with juveniles in minor cases that includes supervision.

The Keys moves follows a similar one in Miami-Dade County after commissioners there approved the change by a 10-3 vote on June 30. It took effect in July.

The commission meets at 6 p.m. Tuesday at Old City Hall on Greene Street.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Notice of Proposed Rulemaking

Policy/Rule No. 3121 (New)
Policy/Rule Title: Disclosure Policies and Procedures

Purpose and Effect: To set forth the procedures for compliance with disclosure requirements and anti-fraud rules under the Federal securities laws. As an issuer of public debt, the School Board of Broward County, Florida has the responsibility of providing investors and the trading markets with current and meaningful communication that can affect their investment decisions.

Summary of Statement of Economic Impact and Regulatory Costs: Compliance with the proposed Policy/Rule changes should not have an economic impact on The School Board of Broward County, Florida. Subject Area to be Addressed: The School Board of Broward County, Florida currently has processes and procedures in place and is complying with Federal securities laws for continuing disclosure. The School Board of Broward County has initiated the process to formalize a policy for Disclosure Policies and Procedures. Please come and be part of this important process of revising School Board Policy.

Specific Authority: Rules 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934; Sections 1001.32(2); 1001.41(1), (2) and (3); 1001.42 and 07.43, Florida Statutes Law Implemented: Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934; Sections 1001.32(2); 1001.41(1), (2) and (3); 1001.42 and 07.43, Florida Statutes

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: Tuesday, September 16, 2015, 10:15 a.m. (Final Adoption)

PLACE: Kathleen C. Wright Administration Building, Board Room, 800 SE 3rd Avenue, Fort Lauderdale, FL

Those persons who are interested in participating during the Public Hearing should contact the School Board of Broward County, Florida, at (954) 351-2100.

The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department at 754-321-2100 or TeleType Machine (TTY) 754-321-2158. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or TeleType Machine (TTY) 754-321-2158. Telephone conferencing or other telecommunications technology may be used in the conduct of this public hearing to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE DEVELOPMENT AND A COPY OF THE PRELIMINARY DRAFT AT NO CHARGE is: Noemi Gutierrez, Supervisor - Official School Board Records, 800 SE 3rd Ave - 2nd Floor, Ft. Lauderdale, FL 33301 at (754) 321-2390.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for each purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD ITS REGULAR MEETING ON **SEPTEMBER 1, 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 BOARD WILL CONSIDER THE FOLLOWING REQUESTS AND SUBMIT A RECOMMENDATION TO THE VILLAGE COMMISSION:

- AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.028 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT.

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

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR WORKING 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 VILLAGE 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, CMIC
VILLAGE CLERK
(August 10, 2015)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY 1755 NBV, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 152. of the North Bay Village Code of Ordinances (the “Village Code”), 1755 NBV, LLC has applied to North Bay Village for approval of a Special Use Exception to operate a limited commercial parking lot, on a temporary basis in the CG (General Commercial) Zoning District at 1755 Kennedy Causeway; and

WHEREAS, Section 152.098 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a Special Use Exception specified in Section 152.098; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for September 1, 2015, at 7:30 P.M. at 1666 Kennedy Causeway, #101, North Bay Village, Florida and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Village Commission was noticed for September 8, 2015 at 7:30 P.M. at the Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, the Village Commission has reviewed the application, and considered the recommendation of the Planning and Zoning Board and comments from the public, and determined that the proposed use does not substantially affect adversely the subject property or adjacent properties.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Finding.

1. In accordance with Section 152.098 of the Village Code, the Village Commission finds that the proposed Special Use Exception to operate a limited commercial parking lot, on a temporary basis, at 1755 Kennedy Causeway in the CG (General Commercial) Zoning District will not substantially affect adversely the uses permitted in these regulations of adjacent property.

2. **Section 3. Grant.**

The Special Use Exception request to operate a limited commercial parking lot, on a temporary basis, at 1755 Kennedy Causeway in the CG (General Commercial) Zoning District at 1755 Kennedy Causeway, North Bay Village, Florida is hereby granted with the following conditions:

1. This approval is only valid for 18 months. Commission may grant a renewal if requested by applicant.
2. This approval will no longer valid once a building permit is issued for construction of any structures on this property.
3. The patrons of this parking lot shall only be from businesses within 300 feet of the applicant's lot.

4. Applicant must stripe parking lot according to current North Bay Village required parking standards.
5. Applicant must request a Business Tax Receipt (BTR) for operation of the proposed commercial parking lot. BTR application shall meet applicable Village standards and written agreements shall be provided by applicant for the businesses to whom the parking is being provided. Written agreements must be approved, as to form, by the Village Attorney.
6. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
7. Approval of this special use exception 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 results in a violation of federal or state law.
8. All applicable state and federal permits must be obtained before commencement of construction.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 5. Effective Date.

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

PASSED and ADOPTED this 8th day of September 2015.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: 1755 Kennedy Causeway Development-Special Use Exception for Commercial Parking Lot.



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: September 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, we hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY 1755 NBV, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; 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



Staff Report Special Use Exception

*Prepared for: North Bay Village
Commission*

Applicant: 1755 NBV, LLC

*Request: Special Use Exception for
Commercial Parking Lot*



Serving Florida Local Governments Since 1988

General Information

Owner	1755 NBV, LLC
Owner Address	1870 NW South River Drive Miami, FL 33125
Site Address	1755 Kennedy Causeway
Contact Person	Sebastian Barbagallo
Contact Phone Number	305-631-6660
Contact E-mail Address	sba@bdevelopments.com

	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning District	CL (Limited Commercial)	CL (Limited Commercial)
Use of Property	Vacant	Commercial Parking
Acreage	1.34 acres	1.34 acres

Legal Description of Subject Property

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT, COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET, THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

Request

The applicant is requesting a special use exception pursuant to Section 152.098 of the North Bay Village Code of Ordinances to operate a limited commercial parking lot, on a temporary basis, at 1755 Kennedy Causeway.



Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Biscayne Bay
East	Future Land Use	Mixed Use
	Zoning District	Commercial Limited
	Existing Land Use	Hotel/Restaurant
South	Future Land Use	Commercial
	Zoning District	Commercial General
	Existing Land Use	Multi-family/ Restaurant/Office
West	Future Land Use	Commercial
	Zoning District	Commercial General
	Existing Land Use	Vacant (currently proposed multi-family development)

General Description

At the April 8th, 2014 North Bay Village Commission meeting, a site plan was approved for the construction of mixed-use condo/hotel on this same parcel. Building permit plans have not yet been submitted for this project but the applicant has requested and received approval for a one-year extension of the variances and special use exceptions that accompanied the site plan approval. This gives the applicant until April of 2016 to submit for a building permit for the approved site plan.

During the interim period before building permits are issued, the applicant is requesting to lease parking spaces to neighboring properties.

If granted, the use exception will operate similar to a joint use facility parking area, as allowed by Section 152.041(B). The subject property is currently paved and there is already informal allowance of parking for nearby businesses.

Consistency with Comprehensive Plan

The request for a special use exception to operate a limited commercial parking lot is consistent with the Future Land Use Policy 2.1.1a of the Village's Comprehensive Plan, as a provider of parking for other uses in the Mixed Use and Commercial districts.



Consistency with Land Development Code (LDC)

Section 152.098 specifically provides for the Village Commission to approve, conditionally approve, or disapprove special use exception applications. Subsection (B)(9) of this section includes special uses enumerated in specific zoning districts.

152.098 - Use exceptions

- (A) *In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, special use exceptions are permitted by these regulations.*
- (B) *The City Commission may permit the following buildings and uses as special exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.*
- (1) *Day nursery.*
 - (2) *Religious institution.*
 - (3) *Private or commercially operated swimming pools or tennis courts, when not a permitted accessory use, and commercial recreational facilities.*
 - (4) *Exposition center, civic center, art gallery.*
 - (5) *Golf course, marina.*
 - (6) *Public buildings and facilities.*
 - (7) *Public utilities or public service uses, and appurtenances thereto.*
 - (8) *Structural alterations to special uses, after these uses are approved by the City Commission.*
 - (9) *Other special uses as may be enumerated in specific zoning districts.*
 - (10) *Reserved.*

Though a commercial parking lot use is not specifically listed, it is consistent with the uses of the Commercial Limited zoning district. Furthermore, it is much less intense use than several of the other listed uses, and joint-use parking arrangements are currently allowed, according to Section 152.041(B), as follows:



Joint use of facilities:

- 1) *All parking spaces required herein shall be located on the same parcel with the building or use served, except that where an increase in the number of spaces are provided collectively or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet from the use being served.*
- 2) *Up to 50 percent of the parking spaces required for theaters, auditoriums and nightclubs, and up to 100 percent of the parking spaces required for churches may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and similar uses not normally open, used or operated during the same hours as theaters, auditoriums, nightclubs or churches; however, a written agreement thereto shall be properly executed and filed as specified below.*
- 3) *In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, approved as to form by the Village Attorney, shall be filed and recorded in the public records of Dade County, Florida.*

Additionally, commercial parking lot has been added to the list of use exceptions in the proposed LDR revisions that are scheduled to be reviewed by the Commission this fall.

Potential Impacts Upon Adjacent Properties

North Bay Village Land Development Code Section 152.098(B) (above) requires a finding that a special exception use will not substantially affect adversely the uses allowed on adjacent properties. Staff finds that the commercial parking lot use should not negatively impact the adjacent properties or their current and permitted uses. The surrounding uses are all fairly high intensity development, some of which will be seeking to use this parking lot for overflow parking.

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 3-0 on September 1, 2015.



Findings and Recommendations

Staff finds that the request **is** consistent with Sections 152.098 in that this special use exception will not adversely affect the uses permitted in the regulations of adjacent properties.

Staff recommends **approval** of this request to operate a temporary commercial parking lot in the Commercial Limited zoning district at 1755 Kennedy Causeway with the following conditions:

1. This approval is only valid for one year, concurrent with the issuance of a Business Tax Receipt (BTR). Commission may grant a renewal if requested by applicant.
2. This approval is no longer valid once a building permit is issued for construction of any structures on this property.
3. The patrons of this parking lot shall only be from businesses within 300 feet of the applicant's lot.
4. Applicant must stripe parking lot according to current North Bay Village required parking standards.
5. Applicant must request a (BTR) for operation of the proposed commercial parking lot. BTR application shall meet applicable Village standards and written agreements shall be provided by applicant for the businesses to whom the parking is being provided. Written agreements must be approved, as to form, by the Village Attorney.
6. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
7. Approval of this special use exception 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 results in a violation of federal or state law.
8. All applicable state and federal permits must be obtained before commencement of construction.



Submitted by:

James L. LaRue
James L. LaRue, AICP
Planning Consultant

September 2, 2015

Hearing: Planning & Zoning Board, September 8, 2015





B&L Management Group, Corp

JUL 17 2:03 PM

July 17, 2015

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

JUL 17 2:03 PM

**Re: 1755 Kennedy Causeway
North Bay Village, FL**

Dear Mr. Rollason:

On behalf of the applicant, 1755 NBV, LLC (the "Applicant"), enclosed herein please find an Application for variance, including extension of an unexpired variance and/or special exemption approval of the subject property, located at 1755 Kennedy Causeway (the "Property") in North Bay Village (the "Village"), Florida. We are hereby request a Special Use Exception for the temporary leasing of this vacant lot for parking use of the neighboring properties.

Miguel Angel Barbagallo
B&L Management Group Corp
Manager of 1755 NBV LLC



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

Page 1 of 3

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Instructions: Submit this application, along with 15 sets of sealed plans (1 set 36"x24" and 14 11"x17" sets) and the required information and fee, to the Village Clerk's Office at 1666 Kennedy Causeway, Suite 300. Applications are due by 12:00 noon on the deadline date and must be complete to be accepted and place on the agenda. A sign will be posted on the property, and public hearings will be conducted by the Planning & Zoning Board and the Village Commission.

Site Address 1755 Kennedy Causeway

Owner Name 1755 NBV LLC Owner Phone # 305-631-6660

Owner Mailing Address 1870 NW South River Drive Miami FL 33125

Applicant Name _____ Applicant Phone # _____

(if different from Owner)

Applicant Mailing Address _____

Contact Person Sebastian Barbajalle Contact Phone # 305-631-6660

Contact Email Address sba@bdevelopments.com

Legal Description of Property _____

Existing Zoning _____ Lot Size X Folio Number 23-3209-000-0001

Project Description _____

Section of North Bay Village Code from which the Applicant is Seeking Relief _____

Variance Requested Special Use Exception

Reason for Request _____

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Page 2 of 3

Mandatory Submittals (check that each item is included with this application):

- Plans depicting work to be completed (including property survey)
 Application fees

Optional Submittals:

- Response to required findings
 Signed consent letters from neighboring property owners
 Optional plan versions for consideration by Village Commission

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

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request.

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

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name Nigel Angel Barbarallo

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

3 of 3

Office Use Only:

Date Submitted: 7/13/15

Fee Paid: \$ 1,500.75

Tentative Meeting Date: 9/1/15

Cash or Check # 1079

Date Paid: 7/13/15

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

STATE OF FLORIDA
COUNTY OF Miami-Dade

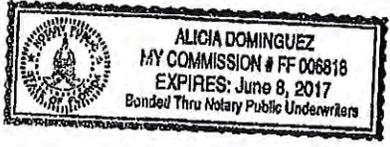
Sworn to and subscribed to before me this 16 day of June, 2011

by Miguel Angel Barbasallo

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

Notary Public Signature *Alicia Dominguez*

Commission Number/Expiration 6-8-2017



Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

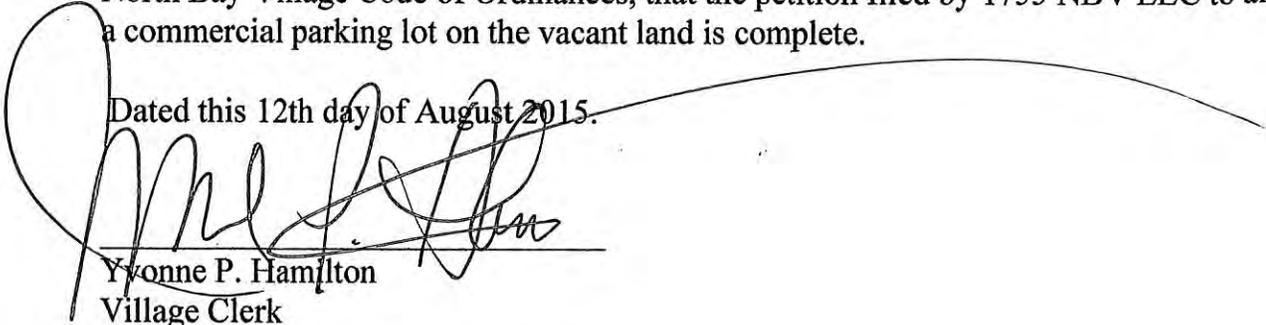
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT.

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 1755 NBV LLC to allow a commercial parking lot on the vacant land is complete.

Dated this 12th day of August 2015.


Yvonne P. Hamilton
Village Clerk

(North Bay Village Planning & Zoning Board Meeting – September 1, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

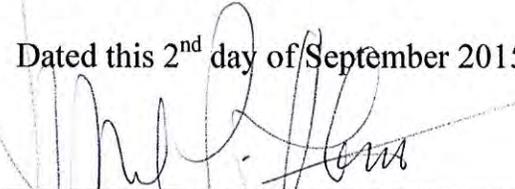
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I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on August 25, 2015.

Dated this 2nd day of September 2015.



Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-September 8, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

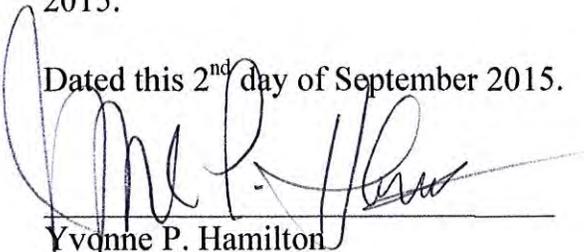
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on September 8, 2015 was posted at the above-referenced property on August 27, 2015.

Dated this 2nd day of September 2015.


Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-September 8, 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 FOLLOWING REQUEST WILL BE HEARD BEFORE THE NORTH BAY VILLAGE PLANNING & ZONING BOARD AND VILLAGE COMMISSION AT PUBLIC HEARINGS ON:

SEPTEMBER 1, 2015 AT 7:30 P.M.

REGULAR PLANNING & ZONING BOARD MEETING. THE BOARD WILL CONSIDER THE REQUEST AND MAKE A RECOMMENDATION TO THE VILLAGE COMMISSION.

SEPTEMBER 8, 2015 AT 7:30 P.M.

THE VILLAGE COMMISSION WILL MAKE A FINAL DECISION ON THE REQUEST.

AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT.

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

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR WORKING 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 VILLAGE 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

CONCORD DEVELOPMENT
719 MERIDIAN AVE STE 2
MIAMI BEACH FL
33239

COLE BN NORTH BAY VILLAGE FL
1665 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

ATLANTIC BROADBAND
1681 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL
33141

THE INN ON THE BAY LTD
1819 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

THE SHOPPES OF NORTH BAY
VILLAGE, LLC
1320 S. Dixie Highway, Suite 781
Miami, Florida 33146

THE LEXI CONDOMINIUM
7901 HISPANOLA AVENUE
N. BAY VILLAGE, FL 33141

THE WHITE HOUSE
CONDOMINIUM
1770 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

BAYVIEW CONDOMINIUM
1625 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

CAUSEWAY TOWER
1666 KENNEDY CSWY., #600
N. BAY VILLAGE, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D302
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D303
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D304
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D305
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D306
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D307
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D308
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D309
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D310
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D312
North Bay Village, FL 33141

Owner/Occupant
1770 Kennedy Causeway, D314
N. Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D312
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D112
North Bay Village, FL 33141

Owner / Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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1770 Kennedy Causeway, #D209
North Bay Village, FL 33141

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1770 Kennedy Causeway, #D210
North Bay Village, FL 33141

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1770 Kennedy Causeway, #D211
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D212
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D301
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C202
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C203
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C204
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C205
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C206
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C207
North Bay Village, FL 33141

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North Bay Village, FL 33141

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1780 Kennedy Causeway, #C209
North Bay Village, FL 33141

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1780 Kennedy Causeway, #C210
North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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1780 Kennedy Causeway, #C305
North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D107
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
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1790 Kennedy Causeway, #B211
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1790 Kennedy Causeway, #B212
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1790 Kennedy Causeway, #B301
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1790 Kennedy Causeway, #B302
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1780 Kennedy Causeway, #C101
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1780 Kennedy Causeway, #C112
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1780 Kennedy Causeway, #C201
North Bay Village, FL 33141

1800 Kennedy Causeway, #A-
101
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-
102
Miami Beach, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A103
North Bay Village, FL 33141

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104
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NORTH BAY VILLAGE MEETING

Table with meeting dates and times: TUESDAY, SEPTEMBER 1, 2015 7:30 P.M. REGULAR PLANNING & ZONING BOARD MEETING... TUESDAY, SEPTEMBER 8, 2015 5:30 P.M. FIRST BUDGET PUBLIC HEARING... TUESDAY, SEPTEMBER 8, 2015 7:30 P.M. REGULAR COMMISSION MEETING... TUESDAY, SEPTEMBER 17, 2015 6:30 P.M. COMMUNITY ENHANCEMENT BOARD MEETING... MONDAY, SEPTEMBER 21, 2015 7:00 P.M. YOUTH & EDUCATION SERVICES BOARD MEETING... TUESDAY, SEPTEMBER 24, 2015 6:30 P.M. FINAL BUDGET PUBLIC HEARING...

Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk at (305) 756-7171 for information.



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, SEPTEMBER 8, 2015 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA.

- 1. AN APPLICATION BY CEDAR ISLAND L.P. CONCERNING PROPERTY LOCATED AT 7925 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
A. A LAND DEVELOPMENT CODE TEXT AMENDMENT TO SECTIONS 152.0296, 152.042 AND 152.093 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 FRD ZONING OVERLAY; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. (SECOND READING)
B. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(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. (SECOND READING)
2. AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT. (REQUIRES ONLY ONE HEARING)
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.0296, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.044, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING AN EFFECTIVE DATE. (SECOND 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 AND 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 F. HAMILTON, CMC VILLAGE CLERK (August 16, 2015)

Service is open on Sunday, so you can get to work on Monday. SOUTHMOTORS

MARIJUANA

Key West likely to lessen penalty for pot

BY ANTHONY CAVE KeyWestHerald.com

In perhaps another step in the shift toward decriminalizing marijuana, the Key West City Commission is expected to vote Tuesday on whether to make possessing small amounts of pot a civil citation

as opposed to arrest. "I certainly support this change that would create a fine in lieu of taking someone to jail for small amounts of marijuana," Key West Police Chief Don Lee said Friday. "It gives our officers an option that can help relieve the

overburdened court system." According to the ordinance, which will be up for a first reading Tuesday, Key West police would have the discretion to issue a citation, resulting in a \$100 fine, for possessing 20 grams or less of marijuana.

The citation would only apply to marijuana cases not charged in conjunction with a felony, driving under the influence or domestic violence.

Commissioners seem to be on board with the idea. "I agree with it," Commissioner Jimmy Weekley said. "It'll help the issues with the courts."

Commissioner Billy Wardlow said minor drug-related arrests may prevent people from getting a job.

"I don't have a problem with it. I think it'll free up the police department," Wardlow said. "Other municipalities have passed it. I'm sure we can handle it."

Monroe County is leaning toward the same thing. County Attorney Bob Shillinger said his office is in the process of drafting an ordinance for County Commission approval that would make having small amounts of pot a civil citation.

Keys State Attorney Catherine Vogel has said she is OK with it since it will free up time for her prosecutors to work on other cases. It's also expected to save the court system lots of money.

But she told the County Commission in July that civil citations for minor pot possession should not be an option for juveniles. The state attorney's office has a policy of dealing with juveniles in minor cases that includes supervision.

The Keys moves follows a similar one in Miami-Dade County after commissioners there approved the change by a 10-3 vote on June 30. It took effect in July.

The commission meets at 6 p.m. Tuesday at Old City Hall on Greene Street.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Notice of Proposed Rulemaking

Policy/Rule No. 3121 (New) Policy/Rule Title: Disclosure Policies and Procedures Purpose and Effect: To set forth the procedures for compliance with disclosure requirements and anti-fraud rules under the Federal securities laws. As an issuer of public debt, The School Board of Broward County, Florida has the responsibility of providing investors and the trading markets with current and meaningful communication that can affect their investment decisions.

Specific Authority: Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934; Sections 1001.32(3); 1001.41(1), (2) and (3); 1001.42 and 01.43, Florida Statutes Law Implemented: Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934; Sections 1001.32(3); 1001.41(1), (2) and (3); 1001.42 and 01.43, Florida Statutes

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW: DATE AND TIME: Tuesday, September 16, 2015, 10:15 a.m. (Final Adoption) PLACE: Kathleen C. Wright Administration Building, Board Room, 600 SE 3rd Avenue, Fort Lauderdale, FL

Two or more School Board Members may be present and participating during the Rule Development Workshop. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Division, Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or TeleType Machine (TTY) 754-321-2158. Individuals with disabilities requiring accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADA/AA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or TeleType Machine (TTY) 754-321-2158. Telephone conferencing or other telecommunication technology may be used in the conduct of this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE DEVELOPMENT AND A COPY OF THE PRELIMINARY DRAFT AT NO CHARGE IS: Naomi Gutierrez, Supervisor - Official School Board Records, 600 SE 3rd Ave - 2nd Floor, Ft. Lauderdale, FL 33301 at (754) 321-2190.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD ITS REGULAR MEETING ON SEPTEMBER 1, 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 BOARD WILL CONSIDER THE FOLLOWING REQUESTS AND SUBMIT A RECOMMENDATION TO THE VILLAGE COMMISSION:

- 1. AN APPLICATION BY 1755 NBV, LLC CONCERNING PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A COMMERCIAL PARKING LOT IN THE LIMITED COMMERCIAL ZONING DISTRICT.

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

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR WORKING 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 VILLAGE 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 F. HAMILTON, CMC VILLAGE CLERK (August 10, 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

MEMORANDUM North Bay Village

DATE: August 31, 2015

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

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Planning & Zoning Board Vacancy

With the relocation of Reinaldo Trujillo from North Bay Village, there leaves a vacancy on the Planning & Zoning Board.

Doris O'Hare, of Treasure Island, has submitted an application to fill that vacancy. In accordance with Section 32.02 of the Village Code, in addition to the receipt of applications, the members of the Commission have the authority to make nominations as they desire. Any nominee receiving the majority of votes shall be appointed. Accordingly, the Commission does not have to rely on applications alone.

The following members serve on the Board:

- Bud Farrey, Vice Chair (North Bay Island)
- Dr. Douglas Hornsby (North Bay Island)
- Benefacio Lopez (Treasure Island)
- Marvin Wilmoth (Harbor Island)

The Board shall consist of one member from each island. Since each island is currently represented, a citizen from any location in the Village can be appointed.

Pursuant to Section 32.02 of the Village Code, vacancies on the Advisory Boards are to be filled within 30 days of the occurrence of the vacancy, or at the next Regular Village Commission Meeting, whichever later occurs.

/yph

Mayor Connie Leon-Kreps	Vice Mayor Jorge Gonzalez	Commissioner Dr. Richard Chervony	Commissioner Wendy Duvall	Commissioner Eddie Lim
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BOARD/COMMITTEE APPLICATION

NAME Doris A. O'Hare DATE 7/18/2015

MAILING ADDRESS 1790 S Treasure Dr # 5C, North Bay Village, FL 33141

EMAIL iwant2emaildoris@yahoo.com TELEPHONE # 305-301-1799

VILLAGE RESIDENT: YES X NO _____ HOW MANY YEARS 10 Years

BUSINESS OWNER: YES _____ NO X PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS EWM Realtors, 419 Arthur Godfrey Road, Miami Beach, FL 33140

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 10 years as local realtor

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 checked="" type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input type="checkbox"/> | | |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES X NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES X NO _____

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO X

ARE YOU A REGISTERED VOTER? YES X NO _____

(Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I have been active with our community since I moved into my condo. I'm happy to help improve our town and increase our quality of life.

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)

I'm a Real Estate Broker and have worked in our area for over 10 years. My past work experience includes working for large developers, closing attorneys, mortgages, construction, property management, and commercial properties. I also serve as a hearing panel member at the Realtor Association of Miami for over 8 years for the Ethics and Commission Dispute Professional Standards Committee.

(Members of the Planning & Zoning Board are required to file a Statement of Financial Interest annually with the Miami-Dade Elections Department. Additionally, at least four hours of Ethics Training is required for all Board members during their term of Office.)

Mayor Connie Leon-Kreps	Vice Mayor Jorge Gonzalez	Commissioner Dr. Richard Chervony	Commissioner Wendy Duvall	Commissioner Eddie Lim
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Chapter 32

DEPARTMENTS AND BOARDS

General Provisions

- § 32.01 Village manager as appointing officer and head of Village Departments.
- § 32.02 Vacancies of membership on Village Boards.
- § 32.03 Reserved.
- § 32.04 Reserved.

Youth and Education Services Board

- § 32.66 Youth and Education Services Board.
- § 32.67 Qualification of members.
- § 32.68 Terms; vacancies; removal from office.
- § 32.69 Officers.
- § 32.70 Meetings; quorum; voting period.
- § 32.71 Powers and duties.

Community Enhancement Board

- § 32.10 Establishment.
- § 32.11 Composition.
- § 32.12 Qualifications.
- § 32.13 Terms; removal from office.
- § 32.14 Vacancies.
- § 32.15 Power and duties.
- § 32.16 Officers.
- § 32.17 Meetings; quorum; voting period.

Citizens Budget and Oversight Board

- § 32.72 Citizens Budget and Oversight Board.
- § 32.73 Qualification of members.
- § 32.74 Terms; vacancies; removal from office.
- § 32.75 Officers.
- § 32.76 Meetings; quorum; voting period.
- § 32.77 Powers and duties.

Civil Service Board

- § 32.20 Establishment.

GENERAL PROVISIONS

§ 32.01 Village Manager as appointing officer and head of Village Departments.

(A) The Village Manager is designated as the appointing officer of each and every Department within the classified service of the Village. (1964 Code, § 2-1; Ord. 119, passed 1-30-57)

(B) The Village Manager is designated and appointed as the head of the Police Department, Maintenance Department, Water Department, and Clerical Department of the Village. The Village Manager is hereby authorized, empowered, and instructed to direct the operations of each of the Departments. (1964 Code, § 2-2; Ord. 118, passed 2-15-57)

Planning and Zoning Board

- § 32.30 Creation; members.
- § 32.31 Vacancy.
- § 32.32 Officers.
- § 32.33 Meetings.
- § 32.34 Powers; rules and regulations.

§ 32.02 Vacancies of membership on Village Boards.

(A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.

Police Department

- § 32.40 Arrests without warrant.
- § 32.41 Searches.
- § 32.42 Salary incentive program.
- § 32.43 Reserve police officers.
- § 32.44 Police impact fee imposition.

Rent Control Board

- § 32.50 Establishment.

Arts, Cultural and Special Events Board

- § 32.60 Arts, cultural and special events Board.
- § 32.61 Qualification of members.
- § 32.62 Terms; vacancies; removed from office.
- § 32.63 Officers.
- § 32.64 Meetings; quorum; voting period.
- § 32.65 Powers and duties.

(B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.

(C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.

(Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

§ 32.03 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.03. Formerly, said section pertained to conclusion of term of all Village Boards as enacted by Ord. No. 83-09, adopted April 13, 1983; as amended.

§ 32.04 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.04. Formerly, said section pertained to nonresident appointments to Village Boards as enacted by Ord. No. 86-02, adopted May 27, 1986.

COMMUNITY ENHANCEMENT BOARD*

§ 32.10 Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power

***Editor's note**—Ord. No. 04-04, adopted Feb. 17, 2004 amended ch. 32 by combining the provisions of the Beautification Board, §§ 32.10—32.13, with the Arts, Cultural and Special Events Board, §§ 32.55—32.60. Sections 32.55—32.60 have been renumbered as §§ 32.12—32.17 to conform to the numbering style of this Code.

in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.11 Composition.

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

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.12 Qualifications.

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

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.13 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve



North Bay Village

Administrative Offices

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16A

OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING

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

JULY 28, 2015 - 7:30 P.M.

1. **CALL TO ORDER**

The meeting was called to order by Mayor Connie Leon-Kreps at 7:37 p.m.

PLEDGE OF ALLEGIANCE

Resident Sissy Shute led the recitation of the Pledge of Allegiance.

ROLL CALL

Present were the following:

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

Commissioner Wendy Duvall was absent due to the passing away of her father.

A moment of silence was observed in the passing of Robert Duvall, father of Commissioner 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

3. PUBLIC COMMENTS

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

The Village Manager Frank K. Rollason explained the purpose of the meeting to present the proposed budget for Fiscal Year 2016 and discussed changes resulting from the July 14, 2015 Budget Workshop; as well as set the two budget public hearings for September and the proposed millage rates.

The Finance Director Bert Wrains explained the Village Manager's Recommendations.

Mayor Connie Leon-Kreps noted for the record that she was not advocating for body cameras for the police officers nor did she requested that the item be placed on the agenda.

The Mayor opened the floor to public comments.

Mary Kramer, of 7610 Coquina Drive, and Ana Watson, of 7945 East Drive, addressed the Commission

The Mayor closed the floor to Public Comments.

4. RESOLUTION

A. A RESOLUTION OF THE COMMISSION OF NORTH BAYVILLAGE, FLORIDA DETERMINING THE PROPOSED MILLAGE RATES AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2015-16 AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; 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 made a motion to adopt the Resolution as corrected with a proposed millage rate of 6.4740 and a debt service millage rate of .8254, as well as setting the Tentative Budget Public Hearing for September 8, 2015 at 5:30 p.m. and the Final Budget Public Hearing for September 24, 2015 at 6:30 p.m. 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.

5. ADJOURNMENT

The meeting adjourned at 9:12 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

This 8th day of September 2015.

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

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

16B

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING

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

JULY 14, 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

Resident Alvin Blake led the recitation of the Pledge of Allegiance.

ROLL CALL

Present were the following:

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

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**

There were no proclamations or awards.

B. SPECIAL PRESENTATIONS

A. MICHAEL HYMAN – LEGAL COUNSEL FOR BAYSHORE, YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION– PARKING SITUATION

Mr. Hyman, of Siegfried, Rivera, Hyman, Lerner, De La Torre, Mars & Sobel P.A., 201 Alhambra Circle, Eleventh Floor, Coral Gables, FL 33134 discussed the parking issue with the residents of the Bayshore Yacht & Tennis Club, and requested that the Commission grant a 90-day moratorium on the Harbor Island Decal Program to allow his clients to reach a resolution on their parking situation.

Vice Mayor Jorge Gonzalez made a motion to consider Mr. Hyman’s request, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Al Coletta, Gabe Terum, Britt Reeves, Vice President, Ronald Dominguez, and Tania Soberon, all of 7904 West Drive, addressed the Commission.

The Mayor closed the floor to public comments.

The motion to grant a 90-day moratorium to Bayshore Yacht & Tennis Club, 7904 West Drive, to resolve their parking issue, with submission of a report at the September 2015 Commission Meeting and to contact the Village in the event that a resolution was reached prior to the 90 days, 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. ADDITIONS AND DELETIONS

No items were added to or deleted from the agenda.

3. GOOD & WELFARE

The Mayor opened the floor to Good & Welfare.

Alvin Blake, of 7601 Coquina Drive, Ivette Nesser, of 7904 West Drive, Kevin Vericker, of 7520 Hispanola Avenue, K. Kokoa, of 7925 West Drive, and Jim Teeple, of 7531 Miami View Drive, addressed the Commission.

The Mayor closed the floor to public comments.

3A. DISCUSSION REGARDING THE PROPOSED GENERAL OPERATING BUDGET FOR FISCAL YEAR 2015-2016

The Village Manager and the Finance Director made a presentation on the 2015-2016 General Operating Budget. The following subjects were discussed with the Commission:

- Mandatory Additional Expenses
 - Merit Increases
 - Health Insurance
 - FMIT General, Auto Liability, Workers Compensation, Property Insurance
 - FRS Retirement Increase
 - Boat Maintenance & Fuel
 - Code Red System Renewal
 - GPS Rental Operation
 - Increase SFM Contract
 - Village Hall Lease Increase
 - Annual Maintenance Phone System-New System

- Village Manager's Recommendations
 - 3 Full Time Police Officers
 - Part-Time Officers Funding
 - Marketing/Branding Consultant to include a PR Video on the Village
 - 1 Full Time Police Dispatcher
 - Code Enforcement Officer Training
 - Litigation
 - Reserves for Employee severance costs
 - Best Buddies Program (Office Clerk)
 - Compensation & Benefits for General Employees (6% max.)
 - Police Overtime Budget
 - Implementation of Deco Bike/CitiCorp
 - Doggie Park-Fencing at Schonberger & Vogel Parks
 - Refurbishment of TIES Basketball Courts
 - Senior Recreation Program budget was reduced from \$150,000 to \$50,000.
 - \$159,333 for motorcycle unit was removed.
 - License Plate Reader System
 - \$50,000 for body cameras for police officers was removed.
 - Police Department New Equipment
 - \$105,000 for Vehicle Replacement Program for Police Department was removed.

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

The Village Manager discussed scheduling the proposed millage rates and the two budget public hearings. The item will be addressed later in the meeting under New Business.

4. BOARD REPORTS

A. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

B. PLANNING & ZONING BOARD

A report was not provided.

C. YOUTH & EDUCATION SERVICES BOARD

A report was not provided.

5. PUBLIC SAFETY DISCUSSION

Acting Chief Brian Collins discussed public safety issues.

Commissioner Duvall left the meeting at 9:57 p.m.

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 provided a verbal report.

8. VILLAGE MANAGER'S REPORT

A. Grant Writer's Report

The Village Manager requested that the Commission authorize him to execute a letter to the Miami-Dade County School Board with the Village's intent to fund the IB Program for the 2015-2016 School Year.

Vice Mayor Jorge Gonzalez made a motion authorizing the Village Manager to execute the letter to the School Board stating the Village's intent to fund the IB Program for Fiscal Year 2015-2016. Commissioner Richard Chervony seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

The Village Manager gave an update on the status of the property at 7411 Center Bay Drive.

Public Works Director Rodney Santana-Correro made a presentation on the repairs to the 79th Street Causeway and the improvements to Philip Schonberger Park (Tot Lot) on Galleon Street.

The Village Grant Writer LaKeesha Morris, of BellTower Consulting Group, LLC, made a presentation on the status of Village grants.

Deputy Village Manager/HR Director Jenice Rosado explained new regulations that the Village has to comply regarding DCF Child Care Licensing for the Village After School Care Program.

9. FINANCE REPORT

The Finance Director Bert Wrains presented the status of the Village's finances as of May 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, AMENDING THE FY 2015 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT SPECIAL MASTER FINES IMPOSED AGAINST COLIN AL FL 3 LLC REGARDING THE PROPERTY LOCATED AT 7508 JEWEL AVENUE, NORTH BAY VILLAGE, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

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

11. PLANNING & ZONING CONSENT AGENDA

NO ITEMS.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

There were no Ordinances or Resolutions for first reading.

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 152.003, DEFINITIONS, SECTION 152.0296, PLANNED RESIDENTIAL DEVELOPMENT ZONING OVERLAY, SECTION 152.042, DESIGN STANDARDS AND SECTION 155.17, OFF-STREET PARKING AND LOADING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)-FIRST READING**

The Village Clerk read the Resolution by title.

The Village Attorney Robert L. Switkes swore in those individuals who indicated that they would provide testimony. He further advised on the process for the quasi judicial proceeding, pursuant to Section 29 of the Village Code.

Mayor Connie Leon-Kreps disclosed a meeting with the lobbyist for the applicant, Mitch Edelstein.

Vice Mayor Jorge Gonzalez disclosed a meeting with counsel for the applicant.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, LLC presented the Staff Report.

Graham Penn, of Bercow Radell & Fernandez, P.A., 200 S. Biscayne Boulevard, Suite 850, Miami, Florida 33131 described the project.

Vice Mayor Jorge Gonzalez made a motion to approve the Ordinance on first reading with the conditions that there is to be self-parking and the lifts are to be assigned to specific units.

Commissioner Richard Chervony seconded the motion.

The Mayor opened the Public Hearing.

There being no speakers, the Mayor closed the Public Hearing.

The motion was adopted by a 3-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

B. 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.**

- 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. (FIRST READING)**

The Village Clerk read the request into the record.

Jim LaRue, Village Planner, of LaRue Planning & Management Services, Inc. presented the Staff Report.

Vice Mayor Jorge Gonzalez made a motion to extend the meeting to 12:30 a.m. Commissioner Richard Chervony seconded the motion, and all voted in favor.

Counsel for the applicant, Graham Penn, addressed the Commission.

James MacKenzie, of Architectural Works, addressed the Commission.

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

Vice Mayor Jorge Gonzalez made a motion to approve the requests with the following conditions

- 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.

15) The Mechanical Lifts are to be assigned to the units and cannot be sold separately from the unit. Such language is stipulated in the Condominium Documents.

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 Richard Chervony, Commissioner Eddie Lim, and Vice Mayor Jorge Gonzalez all voting Yes.

C. 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 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 Village Manager Frank K. Rollason explained the item.

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

The motion 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. 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 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 Village Manager Frank K. Rollason explained the item.

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

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

E. 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-SECOND READING)

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.

Commissioner Richard Chervony explained the item.

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

The motion to approve the Ordinance on second 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.

At the request of the Village Manager, Commissioner Richard Chervony made a motion to call a Special Commission Meeting on July 28, 2015, at the request of the Village Manager, to set the proposed millage rates and the two required budget public hearings. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

Vice Mayor Jorge Gonzalez made a motion to extend the meeting to 12:45 a.m., and all voted in favor.

14. UNFINISHED BUSINESS

NONE

15. **NEW BUSINESS**

B. **MIAMI-SHORES CHAMBER OF COMMERCE (VICE MAYOR JORGE GONZALEZ)**

Mayor Connie Leon-Kreps made a motion authorizing the Village Manager to submit the application with the \$300 fee for membership to the Miami-Shores Chamber of Commerce. Vice Mayor Jorge Gonzalez seconded the motion.

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

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

A. **TREASURE ISLAND ELEMENTARY SCHOOL STUDENT - MAYOR FOR THE DAY**

Commissioner Richard Chervony made a motion to set aside a day where a student from Treasure Island Elementary School can act as “Mayor for the Day” at the Village. Vice Mayor Jorge Gonzalez seconded the motion.

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

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

16. **APPROVAL OF MINUTES**

A. **REGULAR COMMISSION MEETING – JUNE 9, 2015**

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

17. ADJOURNMENT

The meeting was adjourned at 12:30 a.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

This 8th day of September 2015.

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.)

**MONTHLY
STAT
REPORTS**

**NORTH BAY VILLAGE POLICE DEPARTMENT
CODE ENFORCEMENT UNIT
REPORT FOR AUGUST 2015**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED	1	3	6	10
LANDSCAPING NOT MAINTAINED	2	3	4	9
EXCESSIVE YARD WASTE/TRASH PILES OUT	1	1	1	3
COMMERCIAL VEHICLE NOT PROPERLY MARKED		1	1	2
SIGN IN DISREPAIR/ILLEGAL SIGN		2	17	19
DUMPING/LITTER	1	8	8	17
TRASH/RECYCLE CANS VIOLATION	3	2	3	8
TRASH/RUBBISH/DEBRIS	2	4	8	14
FENCE IN DISREPAIR	1		1	2
BUILDING MAINTENANCE VIOLATION	1	1	4	6
DUMPSTER VIOLATION		2	1	3
CONSTRUCTION SITE VIOLATION	1		3	4
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY	1			1
WORK WITHOUT PERMITS/FAIL TO DISPLAY	1	2	1	4
NOISE	1			1
ZONING/PERMIT/PLAN REVIEW	1		1	2
ILLEGAL FISHING			6	6
ROAD DEBRIS REMOVED	5		3	8
ILLEGAL PARKING	1	2	1	4
TRESPASSING			10	10
DRIVEWAY/PARKING LOT NOT MAINTAINED	1		1	2
CO/CC INSPECTION	1			1
OTHER			2	2
TOTAL INCIDENTS	25	31	82	138
Phone Calls	6	25	39	70
Meetings /with property owner/contractor	5	9	6	20
Initial Inspections	19	19	46	84
Reinspections	41	71	69	181
Complaints Received	2	7	12	21
Case Closed	5	7	9	21
Lien Search		10	18	28
Verbal Warnings Issued	2	12	33	47
Written Warnings Issued	18	8	22	48
Citation issued/Fines charged		1	1	2
Business Tax Receipt/License Review		2	3	5
Red Tag or Notice Posting	1		2	3

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TYPES OF CRIMES												
FELONIES												
HOMICIDE												
TREASURE ISLAND	0	0	0	0	0	0	0					
N BAY ISLAND	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0					
ATTEMPT BURGLARY												
TREASURE ISLAND	0	1	1	0	0	2	0					
N BAY ISLAND	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	1	0	0					
BURGLARY STRUCTURE												
TREASURE ISLAND	0	0	1	1	0	0	1					
N BAY ISLAND	0	0	0	0	0	0	0					
HARBOR ISLAND	0	2	1	1	0	0	0					
BURGLARY RESIDENCE												
TREASURE ISLAND	0	0	0	0	1	1	0					
N BAY ISLAND	0	0	0	0	0	0	0					
HARBOR ISLAND	0	2	0	0	0	0	0					
BURGLARY VEHICLE												
TREASURE ISLAND	1	2	0	0	3	0	0					
N BAY ISLAND	0	0	0	0	0	0	0					
HARBOR ISLAND	1	0	1	0	2	0	0					
ROBBERY ARMED												
TREASURE ISLAND	0	0	0	0	0	0	0					
N BAY ISLAND	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0					
ROBBERY STRONGARM												
TREASURE ISLAND	0	0	0	1	0	1	0					

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	0	1	0	0	0	0						
<u>SEXUAL BATTERY</u>													
TREASURE ISLAND	0	0	0	0	0	0	0						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	0	0	0	0	0	0						
<u>AGG BATTERY/ASSAULT</u>													
TREASURE ISLAND	1	1	0	0	0	1	0						
N BAY ISLAND	0	0	0	0	0	1	0						
HARBOR ISLAND	0	1	1	1	0	0	0						
<u>FRAUD GENERAL</u>													
TREASURE ISLAND	4	0	0	2	1	0	1						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	1	0	0	0	1	1						
<u>CC FRAUD</u>													
TREASURE ISLAND	0	0	0	0	1	1	0						
N BAY ISLAND	0	1	0	0	0	0	0						
HARBOR ISLAND	1	0	0	0	0	0	0						
<u>ID THEFT</u>													
TREASURE ISLAND	0	1	4	0	0	1	0						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	2	0	0	1	0	0	0						
<u>INTERNET FRAUD</u>													
TREASURE ISLAND	0	0	0	0	0	0	0						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	0	0	0	0	0	0						

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

GRAND THEFT													
TREASURE ISLAND	2	0	2	0	1	2	1						
N BAY ISLAND	1	0	0	0	0	0	0						
HARBOR ISLAND	1	2	0	2	0	1	3						
MOTOR VEHICLE THEFT													
TREASURE ISLAND	2	1	2	2	1	0	0						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	2	0	1	0	0	0						
TOTAL FELONIES	16	17	14	12	11	12	7	0	0	0	0	0	0
MISDEMEANORS													
SIMPLE BATTERY													
TREASURE ISLAND	1	2	1	1	3	0	0						
N BAY ISLAND	0	0	0	0	0	0	1						
HARBOR ISLAND	0	0	0	0	0	0	1						
DOMESTIC BATTERY													
TREASURE ISLAND	0	2	0	0	2	0	1						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	2	0	1	0	0	0	0						
ASSAULT													
TREASURE ISLAND	0	0	0	0	0	0	1						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	0	0	0	0	1	0						
VERBAL THREATS													
TREASURE ISLAND	1	0	0	0	0	0	0						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0		0	0	1	0	0						
THEFT GENERAL													
TREASURE ISLAND	0	0	0	6	1	0	1						

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

N BAY ISLAND	0	0	0	0	0	1	0						
HARBOR ISLAND	0	0	0	0	0	0	0						
STOLEN DECAL													
TREASURE ISLAND	0	0	0	0	0	0	1						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	1	0	0	0	0	0	0						
STOLEN TAG													
TREASURE ISLAND	0	0	0	2	1	0	1						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	0	0	0	0	0	0						
DUI													
TREASURE ISLAND	0	0	1	0	0	0	0						
N BAY ISLAND	0	0	0	0	0	0	0						
HARBOR ISLAND	0	0	0	0	0	0	0						
TOTAL MISDEMEANORS	5	4	3	9	8	2	7	0	0	0	0	0	0
ARRESTS													
ARREST TYPES													
FELONY	2	7	6	3	2	3	1						
MISDEMEANOR	4	1	6	2	6	0	5						
BENCH WARRANT	0	1	0	1	0	0	2						
CRIMINAL CITATIONS	4	11	10	4	4	6	1						
TOTAL ARRESTS	10	20	22	10	12	9	9	0	0	0	0	0	0

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2015

INVESTIGATIONS												
CARRY OVER PRIOR	47	63	63	58	36	42						
NEW INVESTIGATIONS	22	20	22	16	14	11						
CASES CLEARED	3	5	10	7	6	12						
CLEARANCE RATE	4.00%	6.00%	15.00%	9.00%	12.00%	22.60%						
BACKGROUND INVEST.	5	4	1	3	3	3						

TRAFFIC	142	108	122	63	113	96	97					
PARKING	123	127	135	222	148	80	69					
CRIMINAL CITATIONS	4	11	10	4	4	6	1					
TOTAL CITATIONS WRITTEN	269	246	267	289	265	182	167	0	0	0	0	0
CAUSEWAY CITATIONS	101	85	103	58	111	89						

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOTAL CALLS FOR SERVICE	2,547	2166	2595	2863	2817	2203	2029					
<u>HOW RECEIVED</u>												
911 RADIO	29	25	25	13	16	12	20					
MUNICIPAL RADIO	27	23	25	35	28	23	29					
WALK IN	14	13	16	17	15	16	14					
TELEPHONE	189	202	237	245	225	219	241					
OFFICER INITIATED	2,263	1884	2248	2496	2508	1889	1692					
<u>REPORT TYPES</u>												
MISC INCIDENT	34	29	49	25	32	33	36					
OFFENSE INCIDENT	32	26	36	30	22	26	20					
CRASH REPORT	3	12	14	8	13	10	8					
HIT AND RUN	2	1	0	5	4	0	2					
FIELD INTERVIEW	2	4	4	2	1	1	1					
CODE WARNINGS	10	10	1	2	9	1	1					
CODE VIOLATIONS	1	2	1	0	0	1	0					
<u>AVERAGE RESPONSE TIME</u>												
TOTAL TIME (MIN)	3,862	3127	5275	3411	3606	4837	14,058					
TOTAL AVERAGE (MIN)	2.50	2.29	3.23	1.97	2.27	3.89	11.93					
PRIORITY CALLS	3.05	4.55	2.77	5.19	2.96	7.41	4.56					
ROUTINE CALLS	6.42	5.62	9.22	4.78	4.01	6.44	53.90					
BUSY TIME	2,750	1809	2785	1664	2024	3130	1428					
COURT/DEPO	233	229	261	314	469	219	134					
UNCOMMITTED TIME (MIN)11	879	1089	2229	1433	1113	1488	12,496					

NORTH BAY VILLAGE POLICE DEPARTMENT

VILLAGE WIDE CITATION COUNT INFORMATION FOR JULY 2015

Moving Citations- 97

Parking Citations- 69

Criminal Citations- 1

Total Citation count for JULY 2015- 167

NORTH BAY VILLAGE POLICE DEPARTMENT

CAUSEWAY CITATION COUNT INFORMATION FOR JULY 2015

Total citation count for Kennedy Causeway- 80

By citation type

Running Red Light/ 316.075(1)C(1)/ 1 citation

Speeding non posted zone/ 316.183(1)/ 1 citation

Speeding Municipal Posted/ 316.189(1)/ 44 citations

Careless Driving/ 316.1925(1)/ 1 citations

DWLS CANX REVOKED 1st CONVICTION/ 322.34(2)(a)/ 2 citations

DWLS CHILD SUPPORT/ 322.34(10)(a)(1)/ 1 citations