



## North Bay Village

Administrative Offices

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

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

### **OFFICIAL AGENDA** **REGULAR VILLAGE COMMISSION MEETING**

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

**TUESDAY, DECEMBER 13, 2016**

**7:30 P.M.**

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

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

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**1. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**2. A. PROCLAMATIONS AND AWARDS**

**B. SPECIAL PRESENTATIONS**

**C. ADDITIONS AND DELETIONS**

**3. GOOD & WELFARE**

**4. ADVISORY BOARD REPORTS**

**A. ARTS, CULTURAL & SPECIAL EVENTS BOARD**  
None

**B. BUSINESS DEVELOPMENT ADVISORY BOARD**  
None

**C. CITIZENS BUDGET & OVERSIGHT BOARD**

None

**D. COMMUNITY ENHANCEMENT BOARD**

None

**E. PLANNING & ZONING BOARD**

None

**F. YOUTH & EDUCATION SERVICES BOARD**

None

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AMENDMENT TO THE CURRENT CAP GOVERNMENT AGREEMENT FOR ADDITIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENGAGE PERSONNEL TO ASSIST THE PUBLIC WORKS DEPARTMENT IN MEETING THE REPORTING REQUIREMENTS FOR THE VILLAGE WATER MAIN REHABILITATION PROGRAM, WATER METER REPLACEMENT PROGRAM AND THE SANITARY SEWER REHABILITATION PROGRAM AS PART OF THE STATE FUNDING REQUIREMENTS; RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING LOAN FUND PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the hiring of additional personnel to assist the Public Works Director with preparation of documents and onsite inspections for compliance with the State Revolving Loan program requirements pertaining to the projects referenced above.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**

The proposed Resolution will approve adjustment to the FY 2016 Budget to account for the departments that are over or under budget.

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

The proposed Resolution will allow North Bay Village Police Department and the City of Ft. Lauderdale Police Department to receive and extend assistance between their jurisdictions.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS AND COMMISSIONER ANDREANA JACKSON)**

The proposed Resolution supports funding for LIHEAP, which help to keep families safe and healthy through initiatives that assist families with energy costs.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8 OF THE COMMISSION MEETING AND AGENDA PROCEDURES, ENTITLED "ORDER OF BUSINESS" BY ADDING "GRANT WRITER'S REPORT"; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will add the category of "Grant Writer's Report" to the agenda.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF MIAMI BEACH FOR FLEET MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE 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 an agreement with the City of Miami Beach to repair and maintain the police vehicles.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND TYLER TECHNOLOGIES, INC. FOR RENEWAL AND UPGRADE OF THE COMPUTER SYSTEM; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will renew and upgrade the Tyler computer system, currently utilized by the Village for accounting systems, cashiering, purchase orders, Building Permits, code enforcement, Business Tax Receipts, and Utility Billing/Meter Reading.

- 1.) **Commission Action**

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

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)-DEFERRED FROM OCTOBER 25, 2016 COMMISSION MEETING**

The proposed Ordinance will amend existing regulations to address temporary signs.

- 1.) **Commission Action**

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)-DEFERRED FROM OCTOBER 25, 2016 COMMISSION MEETING**

The proposed Ordinance will prohibit charging for the parking spaces that were required to be built as part of the development Site Plan approval.

**1.) Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY FORMER COMMISSIONER RICHARD CHERVONY)-DEFERRED FROM OCTOBER 25, 2016 COMMISSION MEETING**

The proposed Resolution expresses support for the movement to prohibit the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

**7. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND READING**

- A. AN ORDINANCE OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)-DEFERRED FROM OCTOBER 25, 2016 COMMISSION MEETING**

The proposed Ordinance seeks to prohibit licensed professionals from engaging in counseling efforts, practices, or treatments with the goal to change a minor's sexual orientation or gender identity.

**1.) Commission Action**

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)-DEFERRED FROM OCTOBER 25, 2016 COMMISSION MEETING**

The proposed Ordinance will establish regulations to address short term vacation rentals in apartments and condominiums.

**1.) Commission Action**

- C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED “GOVERNMENT USE DISTRICT” TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)-DEFERRED FROM OCTOBER 25, 2016 COMMISSION MEETING**

The proposed Ordinance will create a new district for government uses.

- D. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY FORMER COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance calls for the Village Commission to approve any utility rate increase, before the Village can pass the increase onto the residents, when Miami-Dade County imposes an increase on its wholesale customers.

**1.) Commission Action**

- E. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY FORMER COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance calls for the Village Commission to approve any sanitation rate increase, before the Village can pass the increase onto the residents; when Miami-Dade County imposes an increase on its wholesale customers for tipping fees.

**1.) Commission Action**

**8. UNFINISHED BUSINESS**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)-(CONTINUED FROM OCTOBER 25, 2016)**

The proposed Resolution will allow for the engagement of VisualScape as the new landscaping contractor for the Village.

- 1.) Commission Action**

**9. NEW BUSINESS**

- A. AT-LARGE COMMISSIONER VACANCY**

- 1.) Commission Action**

- B. DISCUSSION REGARDING BOARDS AND COMMITTEES (CONNIE LEON-KREPS)**

**10. PUBLIC SAFETY DISCUSSION**

**11. COMMISSIONERS' REPORTS**

**12. VILLAGE ATTORNEY'S REPORT**

**13. VILLAGE MANAGER'S REPORT**

**14. FINANCE REPORT**

**15. APPROVAL OF MINUTES – COMMISSION MEETINGS**

- A. REGULAR MEETING – SEPTEMBER 13, 2016**  
**B. TENTATIVE BUDGET PUBLIC HEARING – SEPTEMBER 15, 2016**  
**C. FINAL BUDGET PUBLIC HEARING – SEPTEMBER 27, 2016**  
**D. REGULAR MEETING – OCTOBER 25, 2016**  
**E. REGULAR MEETING – NOVEMBER 29, 2016**

- 1.) Commission Action**

**16. ADJOURNMENT**



## North Bay Village

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Administrative Offices

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

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

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

**DATE:** November 30, 2016

**TO:** Mayor Connie Leon Kreps  
Commissioner Jose R. Alvarez  
Commissioner Andreana Jackson  
Commissioner Eddie Lim

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank K. Rollason  
Village Manager

**PRESENTED BY STAFF:**

Rodney Carrero-Santana, P.E.  
Director of Public Works

**SUBJECT:** Resolution for the Engagement of Personnel for Documentation Pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs

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**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution awarding a revision to the agreement with CAP Government, Inc. located at 343 Almeria Avenue, Coral Gables, Florida 33134 pursuant to the Procurement Ordinance, based on the agreement dated March 11, 2014, for the engagement of the engineering personnel to provide the additional services as required to prepare subject documentation and on-site inspections to comply with the State Revolving Fund loan program requirements pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs. CAP shall provide Additional Services not otherwise specified in the Agreement Scope of Services dated March 11, 2014 at the rates specified in the Additional Services Proposal listed in Exhibit 1, attached and incorporated into this resolution.

Mayor  
Connie Leon-Kreps

Commissioner  
Jose R. Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

## **BACKGROUND:**

The Village has embarked on several Utility Improvement contracts and has secured funding through the State of Florida Revolving Fund Program. This program requires the Village to submit documentation as to the progress and final completion of the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs to provide assurances of compliance with loan program requirements; and these personnel will assist the Village in this endeavor. The Village is seeking to modify the agreement with CAP Government for an Engineering Assistant for our Public Works Director to provide required services for all three of our utility restoration projects as required by the State Revolving Loan Fund Agreements that we have in place. The Sanitary Sewer Project is well underway and both the Water Main Project and the Water Meter Project are out to bid. It is imperative that this individual come on-board at this juncture as there are critical reports due to the State on a timely basis. The Village does not want to get behind on any of these reports and jeopardize future funding from the State, due to a bad rating on our administrative/financial responses.

The Village had the option of obtaining these services from both of our in-place engineering firms - CAP Government and Kimley Horn and Associates, Inc. The Village requested from companies a written proposal to provide the services for two positions – Engineering Assistant to be brought on-board immediately and for an Engineering Project Manager which will come on-board after the Water Mains and Water Meters Bids are awarded by the Commission in January 2017. Both companies provided a written quote for both positions with CAP Government providing the lowest hourly rate for both positions as outlined below:

1. **ENGINEERING ASSISTANT**
  - a. CAP Government - \$ 65.00 per hour
  - b. Kimley Horn - \$130.00 per hour
  
2. **ENGINEERING PROJECT MANAGER**
  - a. CAP Government - \$90.00 per hour
  - b. Kimley Horn - \$190.00 per hour

It is the desire of the Administration to move forward rapidly to provide both of these positions to the Public Works Department as they are required and approved under the Technical Services element in our current State Revolving Loan Fund Contracts, as well as being funded by these same loan contracts.

**BUDGETARY IMPACT:**

The positions will be fully funded with the State Revolving Fund Loans currently available.

**FDEP Loan DW-130400, Transmission & Distribution**

**FDEP Loan DW-130420, Distribution (Meters)**

**FDEP Loan WW-130410, Collection & Transmission**

**PERSONNEL IMPACT:**

None.

**CONTACT:**

Frank Rollason, Village Manager

Rodney Carrero-Santana, P.E., LEED AP, Director of Public Works



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** December 2, 2016

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

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AMENDMENT TO THE CURRENT CAP GOVERNMENT AGREEMENT FOR ADDITIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENGAGE PERSONNEL TO ASSIST THE PUBLIC WORKS DEPARTMENT IN MEETING THE REPORTING REQUIREMENTS FOR THE VILLAGE WATER MAIN REHABILITATION PROGRAM, WATER METER REPLACEMENT PROGRAM AND THE SANITARY SEWER REHABILITATION PROGRAM AS PART OF THE STATE FUNDING REQUIREMENTS; RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING LOAN FUND PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AMENDMENT TO THE CURRENT CAP GOVERNMENT AGREEMENT FOR ADDITIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENGAGE PERSONNEL TO ASSIST THE PUBLIC WORKS DEPARTMENT IN MEETING THE REPORTING REQUIREMENTS FOR THE VILLAGE WATER MAIN REHABILITATION PROGRAM, WATER METER REPLACEMENT PROGRAM AND THE SANITARY SEWER REHABILITATION PROGRAM AS PART OF THE STATE FUNDING REQUIREMENTS; RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING LOAN FUND PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Florida Statutes provides for loans to local government agencies to finance the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and

**WHEREAS**, the State requires the Village to submit documentation as to the progress and final completion of the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs to provide assurances of compliance with loan program requirements, and this personnel will assist the Village in this endeavor; and

**WHEREAS**, this scope of work necessitates professional services from an Engineering Consulting firm to provide the required personnel on an hourly basis to prepare subject documentation to comply with the State Revolving Fund loan program requirements pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs; and

**WHEREAS**, The Village has an ongoing contract with CAP Government, Inc. and with Kimley Horn and Associates, Inc. to provide the required engineering personnel on an hourly basis to prepare subject documentation to comply with the State Revolving Fund loan program requirements pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs; and

**WHEREAS,** The Village requested both firms to submit hourly rate proposals to provide the required engineering personnel and both documents are attached hereto as Exhibit 1; and

**WHEREAS,** The Village Manager has reviewed the above proposals and recommends that the company with the lower hourly rates be approved to provide the personnel for the subject services as required to prepare subject documentation to comply with the State Revolving Fund loan program requirements pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs.

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

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

**Section 2. Approval of the CAP Government, Inc. proposal.** The Commission of North Bay Village, Florida, hereby approves the proposal provided by CAP Government, Inc. for the engagement of the engineering personnel to provide the additional subject services as required to prepare subject documentation and on-site inspections to comply with the State Revolving Fund loan program requirements pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs. CAP shall provide Additional Services not otherwise specified in the Agreement Scope of Services dated March 11, 2014 at the rates specified in the Additional Services Proposal listed in Exhibit 1, attached and incorporated into this resolution.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized and directed to execute the said proposal, including any and all papers and documents necessary and incidental thereto.

**Section 4. Implementation of the Services.** The Village Manager is further designated to be the Village's representative who is authorized to provide the assurance and commitments that will be required by the said State Revolving Fund loan program; and to represent the Village in carrying out the Village's responsibilities under the Program, including the authority to delegate responsibility to appropriate Village staff to carry out the various technical, financial and administrative activities associated with implementing the Programs.

**Section 5. Repeal.** 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.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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: Personnel for Documentation Pertaining to the Water Main Rehabilitation, Water Meter Replacement and Sanitary Sewer Rehabilitation Programs.

May 24, 2016

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

**RE: Additional Services – Work Order for Engineering Assistant for the  
North Bay Village Public Works Department**

Dear Mr. Rollason:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above.

We propose to provide an Engineering Assistant to the North Bay Village Public Works Department, on an as-needed basis. This work will be performed on a time and material basis at a rate of Sixty Five (\$65.00) Dollars per hour in accordance with the current agreement with North Bay Village and CAP. Invoices will be sent monthly reflecting the actual hours worked.

This scope of work will begin on or before May 27<sup>th</sup>, 2016. These services can be terminated by either party with a two (2) week written notice.

It is our pleasure to continue to support the efforts of North Bay Village and we look forward to this engagement. If you should find this proposal acceptable, please execute in the space provided and return it to me. This will serve as our Notice to Proceed and upon receipt, we will begin providing these services. If you wish to discuss this proposal further, please contact me (305) 458.6000, at your earliest convenience.

Very truly yours,  
C.A.P. Government, Inc.



Carlos A. Penin, PE  
President

Accepted by:  
North Bay Village

\_\_\_\_\_  
Mr. Frank Rollason  
Village Manager

\_\_\_\_\_  
Date

cc: Raul Rodriguez, BU



## Job Description

**Job Title:** Engineering Assistant

**Prepared By:** Human Resources

**Prepared Date:** November 2016

The following job description is not intended to be all inclusive. Instead it is intended to delineate areas of responsibility and expectations.

**Summary:** The Engineering Assistant collects, maintains and distributes all documents necessary to define and control engineering processes that insure conformance to customer requirements; develops and maintains a comprehensive filing system and computer database for all documents to be retained in the document control center; manages the operation of the document control center to ensure that all users have the latest revision of appropriate documentation in a timely manner.. The assistant usually works with documents such as engineering drawings and reports, inspection instructions, confidentiality and contractual agreements, and material specifications.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- Assist the Project Manager and Project Team in all matters relative to project documents and the control and distribution.
- Process project documents and maintain document control files in accordance with project document control procedures. Responsibilities include establish and maintain files, receive, index and scan into document control system. Types of project documents include correspondence, field memos, submittals, pay requests, drawing log, safety notices, RFIs, and photos.
- Responsible for the control, scanning, indexing, linking and distribution of documents. This includes internal and external to project participants distribution of correspondence, technical submittals, project reports, Requests for Information, and contract plans and specifications.
- Prepare transmittals, distribute documents.
- Responsible for conducting regular review audits to ensure financial information on all records is accurate and up to date.
- Must be highly organized and detail oriented. Must be a proactive, self-starter with a results-oriented focus.
- Must be sensitive to time deadlines and ensure that work is accomplished in the time frames required and must be flexible and able to readily adapt to changing priorities
- Assist project managers to develop and maintain documents such as meeting agendas,

- meeting minutes, drawings, specifications and related items
- Periodically train other employees on records management procedures and policies which include documentation, retention, retrieval and destruction
  - Assist with migrations, audits and perform administrative tasks as needed
  - Control the retrieval of documents; Receive and process submittals or shop drawing and requests for information or RFI's and maintain via tracking logs
  - Assist project managers with organizing and compiling forms, drawings, documents and receipts for reimbursable invoicing.
  - Proficient with Microsoft software applications and Adobe software Requirements, familiarity with Document Control Systems
  - Coordinate with vendors to reconcile invoice discrepancies.
  - Expedites turnaround time of drawing and specification reviews. Runs reports showing status of documents by project.
  - Performs other related duties and tasks as necessary or as assigned.

**NOTE:** Management retains the discretion to add to or change the duties of the position at any time.

### **Education and/or Experience**

- Bachelor's degree in records management or business administration preferred.
- A minimum of three years' experience with document processing and data management, in the construction industry is preferred.
- Good command of written & spoken English and ability to prepare reports and statistics.
- Must be able to interface with a variety of people with different technical levels and educational backgrounds; must be detail-oriented and highly organized; and must be able to produce accurate and timely results while maintaining a customer-service attitude.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals and outside weather conditions. The noise level in the work environment is usually moderate.

<b>Employee Acknowledgement</b>	
Signature:	Date

<b>Manager Acknowledgement</b>	
Signature: <b>Manager</b>	Date

<b>Human Resources Department</b>	
Signature: <b>Human Resources</b>	Date

May 24, 2016

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

**RE: Additional Services – Work Order for Engineering Project Manager for the North Bay Village Public Works Department**

Dear Mr. Rollason:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above.

We propose to provide an Engineering Project Manager to the North Bay Village Public Works Department, on an as-needed basis. This work will be performed on a time and material basis at a rate of Ninety (\$90.00) Dollars per hour in accordance with the current agreement with North Bay Village and CAP. Invoices will be sent monthly reflecting the actual hours worked.

This scope of work will begin on or before June 6<sup>th</sup>, 2016. These services can be terminated by either party with a two (2) week written notice.

It is our pleasure to continue to support the efforts of North Bay Village and we look forward to this engagement. If you should find this proposal acceptable, please execute in the space provided and return it to me. This will serve as our Notice to Proceed and upon receipt, we will begin providing these services. If you wish to discuss this proposal further, please contact me (305) 458.6000, at your earliest convenience.

Very truly yours,  
C.A.P. Government, Inc.



Carlos A. Penin, PE  
President

Accepted by:  
North Bay Village

\_\_\_\_\_  
Mr. Frank Rollason  
Village Manager

\_\_\_\_\_  
Date

cc: Raul Rodriguez, BU



## Job Description

**Job Title:** Engineering Project Manager

**Prepared By:** Human Resources

**Prepared Date:** November 2016

The following job description is not intended to be all inclusive. Instead it is intended to delineate areas of responsibility and expectations.

**Summary:** Performs Civil Engineering, design, analysis, review, contract administration and management of municipal infrastructure projects. Manages design or construction group efforts on large scale or specialized infrastructure projects. This position will work on municipal engineering projects including storm water systems management, potable water systems management, wastewater systems management, regulatory permitting, utility design and/or construction (water & wastewater), roadway design and/or construction, erosion and sediment control design and/or construction as part of a multi-disciplinary group. The manager must be flexible, technologically savvy and client focused. Responsibilities are diverse and ranges from general civil engineering duties to technical work that requires working knowledge in AutoCAD, MS Excel, MS Word, and MS PowerPoint.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- Prepares and/or reviews designs, specifications and contract documents for infrastructure projects, including utilities, and supervises construction of same.
- Lead and coordinate civil engineering project staff from the project Engineer of Record in coordination with Construction Contractor.
- Coordinates graphics, exhibits, and site/civil construction plans.
- Manages consultants and contractors to assure both meet the project and client deadlines.
- Work in a timely fashion to assure that the Contractor meets project budgets.
- Assists in the preparation of the Municipal Capital Improvement Plan for Public Works.
- Assists in preparing updates/revisions to standard specifications.
- Coordinates with other Public Works Divisions, other Municipal Departments, and other agencies.
- Provides technical expertise in design, construction, and management of Municipal projects.
- Interprets intent of ordinances, statutes and laws of the municipality and monitors compliance of same.

- Participates in the consultant selection process and supervises their designs and construction plan preparation.
- Compose technical reports, memorandums and other written communications for municipality departments and general public.
- Assists in scheduling and assigning tasks to other division personnel.
- Assumes applicable duties of the Municipality Engineer as required.
- Performs other related duties and tasks as necessary or as assigned.

**NOTE:** Management retains the discretion to add to or change the duties of the position at any time.

**Education and/or Experience**

- Bachelor's degree from a college or university in Civil Engineering, plus a minimum of three years related experience and/or training in Civil Engineering tasks.
- Licensed Professional Engineer in the State of Florida.
- Experience working in the utility construction industry.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and ability to adjust focus.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals and outside weather conditions. The noise level in the work environment is usually moderate.

<b>Employee Acknowledgement</b>	
Signature:	Date

<b>Manager Acknowledgement</b>
--------------------------------

Signature: <b>Manager</b> Date

<b>Human Resources Department</b>
Signature: <b>Human Resources</b> Date

**PROJECT AGREEMENT**

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 16-03  
Professional Services Assistance  
Water Main and Water Meter Projects

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 16-03  
Professional Services Assistance  
Water Main and Water Meter Projects

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide professional services on an hourly basis associated with assisting the North Bay Village Public Works Department during construction of the Water Main Rehabilitation Project and the Water Meter Replacement Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See “Scope of Services” as listed in Exhibit “2.”

**SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed three hundred sixty (360) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

**SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Hourly Compensation.** VILLAGE agrees to pay CONSULTANT compensation at Consultant’s hourly rates, up to an estimated project budget to be determined. Prior to exceeding the budgeted amount, the CONSULTANT shall inform the VILLAGE and obtain authorization. CONSULTANT hourly rates associated with the Professional Services are attached as Exhibit “3.”

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel, courier services, mileage (at a rate approved by the VILLAGE), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the VILLAGE.

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

### **5.1 Invoices**

5.1.1 **Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 25 days of approval by the VILLAGE of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

**SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project.

**SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

**SECTION 9. SEVERABILITY**

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its \_\_\_\_\_, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

**ATTEST:**

**NORTH BAY VILLAGE**

\_\_\_\_\_  
Village Clerk

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

**ATTEST:**

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Gary R. Ratay, P.E.

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

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

(CORPORATE SEAL)

WITNESSES:

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

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

## **Exhibit "1"**

### **Project Description**

The CONSULTANT shall provide Professional Services on an hourly basis to support the North Bay Village Public Works Department during construction of the Water Main Rehabilitation Project and the Water Meter Replacement Project.

## Exhibit "2"

### Scope of Services

The following is a brief description of the Professional Services and associated CONSULTANT classifications requested by the VILLAGE. The services will be provided on an hourly basis as needed and will be performed in close coordination with VILLAGE staff.

1. Engineering Project Manager
  - a. This position will be located within the Village. It is expected to be charged on an hourly fee. A Public Works Engineering Project Manager is an Engineer that will work on municipal engineering projects including storm water systems management, potable water systems management, wastewater systems management, regulatory permitting, utility design and/or construction (water & wastewater), roadway design and/or construction, erosion and sediment control design and/or construction as part of a multi-disciplinary group. The manager must be flexible, technologically savvy and client focused.
  - b. Key Skills include: Responsible for the project management, lead and coordinate engineering project staff from the project Engineer of Record in coordination with Construction Contractor, monitor that the Contractor meets the project and client deadlines, works in a timely fashion to monitor that the Contractor meets project budgets, coordinates graphics, exhibits, and site/civil construction plans, compose technical reports, memorandums and other written communications.
  - c. Education: Bachelor's degree in Civil Engineering, licensed PE in the State of Florida.
  - d. Experience: working in the utility construction industry.
2. Engineering Assistant
  - a. This position will be located within the VILLAGE. It is expected to be charged on an hourly fee. A Public Works Engineering Assistant is a clerical specialist who manages various aspects of document control, including document archiving and document imaging. The assistant usually works with documents such as engineering drawings, inspection instructions, confidentiality agreements and material specifications
  - b. Key Skills include: organizing records, communication and interpersonal skills, documentation systems experience, and construction financial review
  - c. Education: Bachelor's degree in records management or business administration.
  - d. Experience working in the construction industry.

**Exhibit "3"**

**Hourly Billing Rates**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Engineering Project Manager	\$190.00
Engineering Assistant	\$130.00

## Rodney Carrero-Santana

---

**From:** Frank Rollason  
**Sent:** Thursday, December 01, 2016 3:31 PM  
**To:** VILLAGE COMMISSION; jose@marykramerlaw.com  
**Cc:** Rodney Carrero-Santana; Bert Wrains (bwrains@nbvillage.com) (bwrains@nbvillage.com); Jenice Rosado; Evelyn Herbello (EHerbello@nbvillage.com); rswitkes@switkeslaw.com; 'David Acosta (DAcosta@SwitkesLaw.com)'  
**Subject:** CONTRACTING FOR TECHNICAL SERVICES FOR SANITARY SEWER, WATER MAINS, & WATER METER PROJECTS  
**Importance:** High

Mayor and Commissioners, please be advised that I have authorized, within my \$5,000 expenditure limit, contracting with CAP Engineering for an Engineering Assistant for our Public Works Director to provide required services for all three of our utility restoration projects as required by the State Revolving Loan Fund Agreements that we have in place. The Sanitary Sewer Project is well underway and both the Water Main Project and the Water Meter Project are out to bid. It is imperative that this individual come on-board at this juncture as there are critical reports due to the State on a timely basis. We do not want to get behind on any of these reports and jeopardize future funding from the State due to a bad rating on our administrative/financial responses. We had the option of obtaining these services from both of our in-place engineering firms - CAP Engineering and Kimley Horn and Associates, Inc. We went to both companies and requested a written proposal to provide the services for two positions – Engineering Assistant to be brought on-board immediately and for an Engineering Project Manager which will come on-board after the Water Mains and Water Meters Bids are awarded by the Commission in January 2017. Both companies provided a written quote for both positions with CAP Engineering coming in low for both positions as outlined below:

1. ENGINEERING ASSISTANT
  - a. CAP Engineering - \$ 65.00 per hour
  - b. Kimley Horne - \$130.00 per hour
2. ENGINEERING PROJECT MANAGER
  - a. CAP Engineering - \$90.00 per hour
  - b. Kimley Horne - \$190.00 per hour

Normally, I would wait until a formal Resolution was brought before the Commission and approved. In this case, however, I cannot wait till the January 10<sup>th</sup> meeting to bring this item before the Commission. Therefore, I have authorized the immediate engagement for the Engineering Assistant starting Monday, December 5<sup>th</sup> on a limited basis to stay below my \$5,000 expenditure limit until the Commission takes formal action ratifying my actions for this position and authorizing the engagement of the Engineering Project Manager. Be advised that both of these positions are required and approved under the Technical Services element in our current State Revolving Loan Fund Contracts as well as being funded by these same loan contracts. I am going to attempt to get this item on the December 13<sup>th</sup> Agenda, but the cut-off for review by the Village Attorney and the Village Clerk has passed. So, at best, you will be able to take action on Dec 13<sup>th</sup> – at worse on Jan 10<sup>th</sup>.

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



## North Bay Village

5B

Administrative Offices

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

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

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

**DATE:** December 13, 2016

**TO:** Mayor Connie Leon Kreps  
Commissioner Jose Alvarez  
Commissioner Andreana Jackson  
Commissioner Eddie Lim

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

**SUBJECT:** FY 2016 Budget Amendment

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution amending the FY 2016 Adopted General Fund Budget (October 1, 2015 through September 30, 2016).

#### **BACKGROUND:**

The Finance Department has received and posted all revenues and expenditures received as of November 29, 2016 for the Fiscal Year 2016. There are many increases and decreases in the individual line items. These proposed adjustments to the FY 2016 budget have been presented to the Commission with each of the monthly financial statement during FY 2016. This will be a one-time Final Amendment to the FY 2016 Adopted General Fund Budget. This amendment contains the Building Fund and the Streets Maintenance Fund because they are included in the Financial Statements within the General Fund and not reported as separate funds.

#### **CURRENT:**

The Auditor General of Florida requires that the Village external auditor compare the Amended General Fund Budget to the actual revenues and expenditures and report any variances as a part of the annual audit. This action will eliminate any unforeseen audit comments.

**FINANCIAL IMPACT:**

The General Fund Revenue and Expenditures are listed on Attachment "A".

The Unreserved Fund Balances as of September 30, 2016 are projected as follows:

	<u>FY 2015</u> <u>Actual</u>	<u>FY 2016</u> <u>Budgeted</u>	<u>FY 2016</u> <u>Projected</u>
Required Reserves 20%	\$1,143,773	\$1,305,530	\$1,264,224
Unassigned Reserves	\$1,014,515	\$ 672,715	\$ 887,458
TOTAL	\$2,158,288	\$1,978,245	\$2,151,682

**BUGETARY IMPACT:**

This action will adjust the FY 2016 budget to account for the departments that are over or under budget.

**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](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

**DATE:** December 1, 2016

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

**FROM:** Frank K. Rollason   
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)**

**WHEREAS**, the Village Budget for Fiscal Year October 1, 2015 through September 30, 2016 was adopted on September 24, 2015 ("FY 2016"); and

**WHEREAS**, the Village Commission is authorized and empowered by Section 35.21 of the Village Code and Section 166.241(4), Florida Statutes to amend the annual budget; and

**WHEREAS**, the Village Manager has determined it is appropriate to amend the budget to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices.

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

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

**Section 2. Budget Amendment.** The annual budget for the Fiscal Year October 1, 2015 through September 30, 2016 is amended as summarized below and as detailed in "Attachment A" attached hereto.

GENERAL FUND	<u>FY 2016</u>	<u>FY 2016</u>
	<u>Original Budget</u>	<u>Amended Budget</u>
FY 2016 Revenues	\$ 5,846,527	\$ 6,044,518
FY 2016 Expenditures & Transfers	<u>\$ 5,822,810</u>	<u>\$ 5,692,659</u>
FY 2016 Increase in Fund Balance	\$ 23,717	\$ 351,859

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to amend the budget as set forth herein.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon 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	_____
Commissioner Jose Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

**PASSED AND ADOPTED** this 13<sup>th</sup> day of December 2016.

\_\_\_\_\_  
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: Amendment to Fiscal Year FY 2016 Budget.

North Bay Village, FL  
"ATTACHMENT A"

<b>General Fund Revenues and Expenditures</b>		
	FY 2016 Adopted Budget	FY 2016 Amended Budget
<b>Revenues</b>		
AD VALOREM TAXES	4,256,671	4,320,745
FRANSHISE FEES	439,500	452,528
UTILITY SERVICE TAX	781,599	814,427
LICENSES & PERMITS	104,000	79,467
INTERGOVERNMENTAL REVENUE	810,000	832,986
CHARGES FOR GENERAL SERVICES	64,680	77,206
FINES AND FORFEITS	72,000	110,818
MISCELLANEOUS REVENUES	84,000	186,427
<b>Total General Fund Revenues</b>	<b>6,612,450</b>	<b>6,874,604</b>
<b>Expenses</b>		
VILLAGE COMMISSION	49,695	46,189
VILLAGE MANAGER	204,995	204,784
VILLAGE CLERK	204,176	194,168
FINANCE DEPARTMENT	156,012	151,132
LEGAL SERVICES DEPARTMENT	165,600	194,185
OTHER GENERAL GOVERNMENTAL SERVICES	814,092	789,423
POLICE DEPARTMENT	4,566,078	4,499,266
RECREATION AND HUMAN SERVICES DEPARTMENT	254,349	198,268
<b>Total Operating Expenses</b>	<b>6,414,997</b>	<b>6,277,415</b>
TRANSFER TO AFTER SCHOOL & SUMMER FUND	7,706	22,106
TRANSFER TO STREET MAINTENANCE	134,499	165,166
TRANSFER TO TRANSPORTATION FUND	55,248	55,248
<b>Total General Fund Expenditures</b>	<b>6,612,450</b>	<b>6,519,935</b>
REVENUES OVER (UNDER) EXPENDITURES	-	354,668

<b>BUILDING FUND</b>		
<b>BUILDING DEPARTMENT</b>		
ACCOUNT DESCRIPTION	FY 2016 Adopted Budget	FY 2016 Amended Budget
REVENUES	771,406	649,824
EXPENDITURES	771,406	691,028
REVENUES OVER (UNDER) EXPENDITURES	-	(41,204)
RESERVES FOR BUILDING FUND	121,253	41,204

<b>STREET MAINTENANCE FUND</b>		
<b>STREET MAINTENANCE DEPARTMENT</b>		
ACCOUNT DESCRIPTION	FY 2016 Adopted Budget	FY 2016 Amended Budget
LOCAL OPTION FUEL TAX	119,499	117,044
REVENUE-MOTOR FUEL TAXES	56,808	55,359
FDOT R-O-W MAINTENANCE	2,832	2,832
OTHER MISCELLANEOUS REVENUES	2,000	4,943
TRANSFER IN FROM GENERAL FUND	134,499	165,166
<b>TOTAL REVENUES</b>	<b>315,638</b>	<b>345,344</b>
EXPENDITURES	315,638	345,344

REVENUES OVER (UNDER) EXPENDITURES	-	-
------------------------------------	---	---

Prepared by Sandra Zamacona 11/29/16 for Budget Amendment



**NORTH BAY VILLAGE POLICE DEPARTMENT**

5C

**RECOMMENDATION MEMORANDUM**

**DATE:** November 21, 2016

**TO:** Mayor Connie Leon Kreps  
Commissioner Jose R. Alvarez  
Commissioner Andreana Jackson  
Commissioner Eddie Lim

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

**PRESENTED BY STAFF:**  
Carlos Noriega, Police Chief

**SUBJECT:** November Commission Agenda- Request to Execute Law Enforcement Mutual Aid Agreement.

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Law Enforcement Mutual Aid Agreement with the City of Fort Lauderdale Police Department.

**BACKGROUND:**

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

**BUDGETARY IMPACT:**

There will be no impact to the General Fund

**PERSONNEL IMPACT:**

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

**CONTACT:**

Carlos Noriega, Chief of Police

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

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

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

**WHEREAS**, North Bay Village and the City of Ft. Lauderdale have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement for the rendering of law enforcement assistance.

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

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

**Section 2. Approval of Agreement.** The Mutual Aid Agreement between North Bay Village and the City of Ft. Lauderdale for law enforcement services is hereby approved.

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to take all actions necessary to implement the terms and conditions of the Agreements.

**Section 4. Execution of Agreements.** The Village Manager and the Village Police Chief are authorized to execute the agreements on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

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

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

**FINAL VOTE ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**PASSED AND ADOPTED** this 13th day of December 2016.

\_\_\_\_\_  
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: Mutual Aid with the City of Ft. Lauderdale Police Department.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** December 1, 2016

**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, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE CITY OF FT. LAUDERDALE; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

This agreement is entered into by and between the **City of Fort Lauderdale Police Department**, a Florida municipal corporation (“FLPD”), and the **North Bay Village Police Department**.

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and in intensive situations including but not limited to emergencies as defined under Section 252.34 Florida Statutes; and

WHEREAS, the **City of Ft. Lauderdale Police Department** and the **North Bay Village Police Department** have the authority under part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. Provisions for Requested Operational Assistance

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request or agree to render law enforcement assistance to the other in law enforcement emergencies to include; but not necessarily be limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, incidents or events requiring utilization of specialized units, or other emergency as defined in Section 252.34 Florida Statutes.

Section II. Provisions for Voluntary Cooperation

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and drug violations, pursuant to Chapter 893, Florida Statutes, back-up services, inter-agency task forces, and/or joint investigations including but not limited to, the City/County/State Traffic Enforcement Unit, Metropolitan Bureau of Investigation, The Special Weapons and Tactics Team, and the Bomb Disposal Unit.

Section III. Policy and Procedure

- A. In the event that a party to this Agreement is in need of assistance as set forth above, it shall notify the agency head or his/her designee from whom such assistance is

#### Section IV. Powers, Privileges, Immunities, and Costs

- A. Members of the subscribed law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities, as if they were performing their duties in the jurisdiction in which they are normally employed.
- B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to each other party to the Agreement as set forth above, provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services, in furnishing such mutual aid.
- C. The agency furnishing aid, pursuant to this Agreement, shall bear the loss or damages to such equipment, and shall pay any expense incurred in the operation and maintenance thereof.
- D. The agency furnishing aid, pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such aid.
- E. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.

#### Section V. Liability

Each party shall be responsible for the acts, omissions, and conduct of its agents, employees, and appointees that occur while said persons are engaged in providing services pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable.

#### Section VI. Insurance Provisions

Each party agrees, upon request, to provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be

canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

Section VIII: Effective Date

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect for the period from December 5, 2016 until December 19, 2016 unless terminated, cancelled or extended in writing by the parties.

Section VIII. Cancellation

This agreement may be canceled by either party upon delivery of written notice to the other party. Cancellation will occur at the direction of any subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

FORT LAUDERDALE POLICE  
DEPARTMENT

NORTH BAY VILLAGE POLICE  
DEPARTMENT

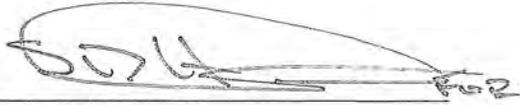
  
\_\_\_\_\_  
FRANKLIN C. ADDERLEY  
Chief of Police

\_\_\_\_\_  
CARLOS NORIEGA  
Chief of Police

Date: 11/18/16

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

APPROVED:  
CITY OF FORT LAUDERDALE,  
FLORIDA



LEE R. FELDMAN  
CITY MANAGER  
Pursuant to Resolution No. 00-24

Date: 11.18.2016

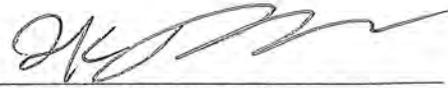
“APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY”



BRADLEY H. WEISSMAN  
Assistant City Attorney  
Police Legal Advisor

Date: 11/17/16

APPROVED:  
NORTH BAY VILLAGE,  
FLORIDA



FRANK ROLLASON  
VILLAGE MANAGER

Date: 11/30/16

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

ATTEST:

\_\_\_\_\_  
YVONNE HAMILTON  
VILLAGE CLERK

“APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY”

\_\_\_\_\_  
VILLAGE ATTORNEY

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP), AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS AND COMMISSIONER ANDREANA JACKSON)**

**WHEREAS**, North Bay Village recognizes basic energy services to be a vital key to the health, safety and well-being of Florida households and families; *and*

**WHEREAS**, poverty, unemployment and the slow economic recovery remain persistent national problems for many, and most especially, low-income households; *and*

**WHEREAS**, low-income families in Florida must disproportionately spend about three times more of their income on basic energy services than middle-income families do; *and*

**WHEREAS**, homes in low-income and minority communities severely lack energy efficiency features that can reduce energy consumption; *and*

**WHEREAS**, LIHEAP can provide vital heating, cooling and efficiency assistance to low-income households, including working-poor families, senior citizens, persons with disabilities and veterans; *and*

**WHEREAS**, the severe constraints on state and local budgets and the increased strain on the nation's support system provided by nonprofit, faith-based and charitable community organizations have reduced other resources available for energy assistance; *and*

**WHEREAS**, the primary Federal program providing assistance to low-income households to support their heating and cooling needs is the Low Income Home Energy Assistance Program (LIHEAP); *and*

**WHEREAS**, LIHEAP is not an entitlement, but rather a limited block grant program which provides flexible Federal-State partnerships to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient; *and*

**WHEREAS**, federal LIHEAP funding has declined from \$5.1 billion in 2010 and is currently \$3.4 billion in 2016; *and*

**WHEREAS**, due to this limited funding, less than 125,000 Florida households received LIHEAP assistance in 2014, or less than ten percent of the State's eligible households; *and*

**WHEREAS**, due to this limited funding, the National Energy Assistance Directors Association has reported that many low-income families "will have few choices but to cut back on essential necessities, such as medicine, food, and clothing"; *and*

**WHEREAS**, The National Energy and Utility Affordability Coalition (NEUAC) and other concerned national organizations support restoring LIHEAP funding to at least \$4.7 billion in federal fiscal year 2017; *and*

**WHEREAS**, another impactful solution to increase Florida’s share of funding, without increasing the overall federal LIHEAP budget, is for Congressional Appropriators to simply “follow LIHEAP’s enabling law” – the precise allocation formula actually prescribed by Congress. Florida and many other states in great need would see a meaningful increase in their share of LIHEAP funds, as the Program’s enabling law calibrates for the dangers of both extreme heat and cold. It also adjusts funding for changing energy costs, demographics and poverty. In fact, the Congressional Research Service’s latest (June 25, 2015) estimate confirmed that Florida would receive an additional \$38.5 million in LIHEAP funding - a 55 percent improvement - if appropriations were to simply adhere to LIHEAP’s lawfully-enacted enabling law, even if the Program were simply to be level funded;

**NOW THEREFORE BE IT RESOLVED**, that North Bay Village urges the Appropriations Committee of the United States Senate and House of Representatives to both fully follow LIHEAP’s enabling law when determining all future appropriations, and to restore LIHEAP funding to its historic levels.

**BE IT FURTHER RESOLVED** that a copy of this resolution be sent to all members of Congress, seeking their support for continued and fair funding for this life-saving Program.

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	_____
Commissioner Jose Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

**PASSED AND ADOPTED** this 13<sup>th</sup> day of December 2016.

\_\_\_\_\_  
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: Amendment to Fiscal Years 2014 and 2015 Budgets.



## North Bay Village

Administrative Offices

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

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

### **MEMORANDUM**

**North Bay Village**

**DATE:** December 1, 2016

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

**FROM:** Commissioner Andreana Jackson

A handwritten signature in blue ink, appearing to be "A. Jackson", is written over the "FROM:" line.

**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, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP), AND SETTING AN EFFECTIVE DATE.**

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

AJ:yph

Mayor  
**Connie Leon-Kreps**

Commissioner  
**Jose Alvarez**

Commissioner  
**Andreana Jackson**

Commissioner  
**Eddie Lim**



## North Bay Village

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### MEMORANDUM

North Bay Village

**DATE:** December 1, 2016

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

**FROM:**   
Mayor Connie Leon-Kreps

**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, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP), AND SETTING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim



1           **WHEREAS**, the Low Income Home Energy Assistance Program (LIHEAP) has been  
2 an effective and successful program in meeting the energy needs of low-income elderly,  
3 disabled, veterans and poor working households, and those making the difficult transition  
4 from welfare to work, throughout the United States, including Florida; and

5           **WHEREAS**, LIHEAP is not an entitlement, but rather a targeted block grant program  
6 which provides flexible Federal-State partnerships and is the foundation for many programs  
7 authorized by state public utility commissions to assist low-income customers to meet their  
8 bill payment obligations through direct assistance; to prevent service terminations during  
9 cold and hot weather emergencies; to make the transition from public assistance to economic  
10 self-reliance; to help low-income households remain economically self-sufficient; and

11           **WHEREAS**, federal LIHEAP funding has declined from \$5.1 billion in 2010 to \$3.4  
12 billion in 2015; and

13           **WHEREAS**, less than 135,000 Florida households received LIHEAP assistance in  
14 2014, or less than ten (10%) of all eligible; and

15           **WHEREAS**, according to the National Energy Assistance Directors Association, many  
16 low-income families “will have few choices but to cut back on essential necessities, such as  
17 medicine, food, and clothing”; and

18           **WHEREAS**, The National Energy and Utility Affordability Coalition (NEUAC) and  
19 other consumer advocate groups support increased LIHEAP funding and have asked that  
20 LIHEAP funding be increased to \$4.7 billion for FY 2016, which is the fully authorized  
21 funding level approved in the Energy Policy Act of 2005; and

22  
23           **WHEREAS**, another impactful solution to increase Florida’s share of funding, without  
24 increasing the overall federal LIHEAP budget, is for Congressional budget appropriators to  
25 simply “follow enabling law” – the allocation formula actually prescribed by Congress.  
26 Florida and other states (especially warm weather states) in great need would see a  
27 significant increase in their LIHEAP share, as the enabling law recognizes the dangers of  
28 extreme heat as well as extreme cold. It also factors in energy costs and the most recent  
29 demographics of population and poverty. In fact, the Congressional Research Service’s latest  
30 (June 25, 2015) estimate confirmed that Florida would conservatively gain an additional

1 \$38.5 million in LIHEAP funding - or 55% - if appropriations adhered to LIHEAP's enabling  
2 law. This is with no increase in the current federal funding total of \$3.39 billion.

3  
4 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE VILLAGE**  
5 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS**  
6 **FOLLOWS:**

7 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified as true and  
8 correct and incorporated herein by this reference.

9 **Section 2.** The Village Commission of the Village of Biscayne Park urges  
10 the Appropriations Committee of the United States House of Representatives and Congress  
11 to appropriate LIHEAP funding of at least \$3.39 billion in the FY 2016 budget; and that  
12 Congress follow the enabling law when determining appropriations by state.

13 **Section 3.** That a copy of this resolution be sent to all members of  
14 Congress, seeking their support continued funding for this program.

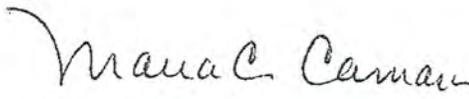
15 **Section 4.** This Resolution shall take effect upon adoption.

16  
17 PASSED AND ADOPTED this 10<sup>th</sup> day of November, 2015.

18  
19 **The foregoing resolution upon being**  
20 **put to a vote, the vote was as follows:**

21   
22 \_\_\_\_\_  
23 David Coviello, Mayor

24  
25 Attest:

26  
27   
28 \_\_\_\_\_  
29 Maria C. Camara, Village Clerk

30  
31  
32  
33 Approved as to form:

34  
35   
36 \_\_\_\_\_  
37 John J. Hearn, Village Attorney  
38

Mayor Coviello: Yes  
Vice Mayor Anderson: Yes  
Commissioner Jonas: Yes  
Commissioner Ross: Yes  
Commissioner Watts: Yes

**PROPOSED RESOLUTION NO. 2015-R-41**

**RESOLUTION NO. 3480**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING THE SUPPORT AND ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pembroke Pines ("City") recognizes electric and gas utility service to be a vital key to the health, safety and well-being of Florida households and families, and;

**WHEREAS**, poverty, unemployment and the slow economic recovery remain persistent national problems for many, and household expenses remain a burden on low-income households, and;

**WHEREAS**, low-income families in Florida disproportionately spend about three times more of their income on basic energy services than the typical middle-income American family, and;

**WHEREAS**, homes in low-income and minority communities severely lack energy efficiency features that enable lower energy bills, and;

**WHEREAS**, LIHEAP provides vital heating and cooling assistance to low-income families, including working-poor households, senior citizens, persons with disabilities and veterans, and;

**WHEREAS**, the severe constraints on state budgets and the increased strain on the nation's support system provided by nonprofit, faith-based and other

**PROPOSED RESOLUTION NO. 2015-R-41**

**RESOLUTION NO. 3480**

community organizations have reduced other resources available for energy assistance, and;

**WHEREAS**, the primary Federal program providing assistance to low-income households to pay high energy bills is the Low Income Home Energy Assistance Program (LIHEAP), and;

**WHEREAS**, the Low Income Home Energy Assistance Program (LIHEAP) has been an effective and successful program in meeting the energy needs of low-income elderly, disabled, veterans and working-poor households, and those making the difficult transition from welfare to work, throughout the United States, including Florida, and;

**WHEREAS**, LIHEAP is not an entitlement, but rather a targeted block grant program which provides flexible Federal-State partnerships and is the foundation for many programs authorized by state public utility commissions to assist low-income customers to meet their bill payment obligations through direct assistance; to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient, and;

**WHEREAS**, federal LIHEAP funding has declined from \$5.1 billion in 2010 to \$3.4 billion in 2015, and;

**WHEREAS**, less than 135,000 Florida households received LIHEAP assistance in 2014, or less than ten (10%) of all eligible, and;

**PROPOSED RESOLUTION NO. 2015-R-41**

**RESOLUTION NO. 3480**

**WHEREAS**, according to the National Energy Assistance Directors Association, many low-income families "will have few choices but to cut back on essential necessities, such as medicine, food, and clothing", and;

**WHEREAS**, the City Commission finds that supporting adequate funding of the low income home energy assistance program is in the best interest of the health, safety and welfare of the citizens and residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, AS FOLLOWS:**

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

**Section 2.** The City Commission of the City of Pembroke Pines, hereby supports adequate funding of the low income home energy assistance program.

**Section 3.** The appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon its

PROPOSED RESOLUTION NO. 2015-R-41

RESOLUTION NO. 3480

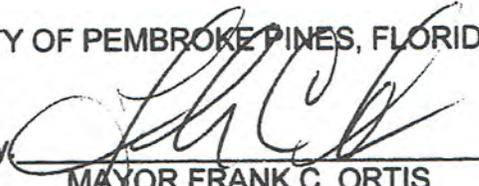
passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, THIS 16 DAY OF DECEMBER, 2016.

ATTEST:

  
MARLENE D. GRAHAM, CITY CLERK <sup>12/28/15</sup>

CITY OF PEMBROKE PINES, FLORIDA

By   
MAYOR FRANK C. ORTIS

SIPLE AYE

CASTILLO AYE

SCHWARTZ AYE

SHECHTER AYE

ORTIS AYE

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

## Yvonne Hamilton

---

**To:** Connie Leon-Kreps  
**Cc:** Jenorgen Guillen; dacosta@switkeslaw.com; rswitkes@switkeslaw.com  
**Subject:** RE: Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons

Madam Mayor:

At a previous Commission Meeting when the LIHEAP Resolution was submitted for support, a member of then Commission inquired as to how many of the members of the community would benefit from such a program. The matter was deferred to obtain more information.

I reached out to Aletha Player from FPL, and while she could not provide exact numbers at this time, she informed me that the Department of Health and Human Resources would set the criteria, which would be for residents, whose income fall below a certain criteria.

Ms. Player also mentioned that one of the reasons given for supporting the Ordinance, even if the Village has few or no residents who may qualify, is for "the good of all". People in the Village may not qualify, but people elsewhere in the community will.

Sincerely,



*Yvonne P. Hamilton, CMC*  
*Village Clerk*  
*North Bay Village*  
*1666 Kennedy Causeway, #300*  
*North Bay Village, FL 33141*  
*Telephone (305) 756-7171*  
*Facsimile (305) 756-7722*  
[\*yvonne.hamilton@nbvillage.com\*](mailto:yvonne.hamilton@nbvillage.com)

---

**From:** Connie Leon-Kreps  
**Sent:** Thursday, October 20, 2016 12:51 PM  
**To:** Yvonne Hamilton  
**Cc:** Jenorgen Guillen; [dacosta@switkeslaw.com](mailto:dacosta@switkeslaw.com); [rswitkes@switkeslaw.com](mailto:rswitkes@switkeslaw.com)  
**Subject:** Re: Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons

I want to introduce it....

& I don't believe it was withdrawn.  
I believe all voted yes except commissioner Chervony.  
Thanks

Sincerely,



**Connie Leon-Kreps, Mayor**

**North Bay Village**

**1666 Kennedy Cswy- Suite 300**

**North Bay Village, Florida 33141**

**Cel. 786 877-1163**

**Tel: [305-756-7171](tel:305-756-7171) \* Fax: [305-756-7722](tel:305-756-7722)**

[cleonkreps@nbvillage.com](mailto:cleonkreps@nbvillage.com)

<http://www.nbvillage.com/>

On Oct 20, 2016, at 11:55 AM, Yvonne Hamilton <[yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)> wrote:

Madam Mayor:

You introduced a similar item last year, but it was subsequently withdrawn from the agenda.

-----Original Message-----

From: Connie Leon-Kreps

Sent: Thursday, October 20, 2016 11:06 AM

To: Yvonne Hamilton; Jenorgen Guillen; [dacosta@switkeslaw.com](mailto:dacosta@switkeslaw.com); [rswitkes@switkeslaw.com](mailto:rswitkes@switkeslaw.com)

Subject: FW: Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons

Good morning,

Please review and advise ...

If I recall I had introduced this one in past.

Kindly respond.

Sincerely,

Connie Leon-Kreps, Mayor

## Yvonne Hamilton

---

**From:** Frank Rollason  
**Sent:** Thursday, October 20, 2016 2:50 PM  
**To:** Yvonne Hamilton  
**Cc:** Jenorgen Guillen (JGuillen@nbvillage.com); Evelyn Herbello; Jenice Rosado  
**Subject:** FW: Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons  
**Attachments:** Resolution Supporting Adequate Funding of LIHEAP 08 18 16rgedit.docx

Yvonne, so far both Commissioner Chervony and Commissioner Jackson have responded as wanting to co-sponsor, Frank.

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

**From:** Frank Rollason  
**Sent:** Thursday, October 20, 2016 12:30 PM  
**To:** VILLAGE COMMISSION  
**Cc:** Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com); Evelyn Herbello; Jenice Rosado  
**Subject:** Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons

FYI – please advise if any Commission Member wants to sponsor such a Resolution. We can prepare for the December 13<sup>th</sup> Agenda.

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

**From:** MDCLC [<mailto:mdclc@bellsouth.net>]  
**Sent:** Thursday, October 20, 2016 10:54 AM  
**To:** MDCLC  
**Subject:** FW: Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons

City Managers:

At the MDCLC Conference Luncheon, Former State Representative Joe Gibbons spoke on behalf of the Luncheon Sponsor FPL and asked the municipalities to provide a **Resolution Supporting Adequate Funding of the Low Income**

**Home Energy Assistance Program (LIHEAP).** Attached is a draft for your review and consideration. Once the resolution is passed in your respective municipalities please forward it to Ms. Aletha Player, Area Manager, FPL External Affairs, 4200 W. Flagler St, Miami, FL 33134 / [Aletha.Player@fpl.com](mailto:Aletha.Player@fpl.com). If you have any questions or need additional information please feel fresh to contact Aletha Player at 305.442.5452 or her e-mail.

Thank you,

Richard Kuper, Esq.

Executive Director

Miami-Dade County League of Cities

Biscayne Building

19 West Flagler Street, Ste. 707

Miami, FL 33130

(305) 416-4155

(305) 416-4157

[mdclc@bellsouth.net](mailto:mdclc@bellsouth.net)

[www.mdclc.org](http://www.mdclc.org)



North Bay Village  
1666 Kennedy Causeway, Ste 300  
North Bay Village FL 33141  
Tel: 305-756-7171  
Mob. 786 877-1163  
Fax: 305-756-7722  
[cleonkreps@nbvillage.com](mailto:cleonkreps@nbvillage.com)  
[www.nbvillage.com](http://www.nbvillage.com)

“Alone we can do so little; together we can do so much” -Helen Keller-

-----Original Message-----

From: MDCLC [<mailto:mdclc@bellsouth.net>]  
Sent: Thu 10/20/2016 10:51 AM  
To: MDCLC  
Subject: FW: Resolution on Low Income Home Energy Assistance Program (LIHEAP) from Luncheon Speaker Joe Gibbons

Board Members:

At the MDCLC Conference Luncheon, Former State Representative Joe Gibbons spoke on behalf of the Luncheon Sponsor FPL and asked the municipalities to provide a Resolution Supporting Adequate Funding of the Low Income Home Energy Assistance Program (LIHEAP). Attached is a draft for your review and consideration. Once the resolution is passed in your respective municipalities please forward it to Ms. Aletha Player, Area Manager, FPL External Affairs, 4200 W. Flagler St, Miami, FL 33134 / [Aletha.Player@fpl.com](mailto:Aletha.Player@fpl.com). If you have any questions or need additional information please feel fresh to contact Aletha Player at 305.442.5452 or her e-mail.

Thank you,

Richard Kuper, Esq.  
Executive Director  
Miami-Dade County League of Cities  
Biscayne Building  
19 West Flagler Street, Ste. 707  
Miami, FL 33130  
(305) 416-4155  
(305) 416-4157  
[mdclc@bellsouth.net](mailto:mdclc@bellsouth.net) <<mailto:mdclc@bellsouth.net>>  
[www.mdclc.org](http://www.mdclc.org) <<http://www.mdclc.org/>>

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8 OF THE COMMISSION MEETING AND AGENDA PROCEDURES, ENTITLED "ORDER OF BUSINESS" BY ADDING "GRANT WRITER'S REPORT"; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Village Commission desires to amend the Meeting and Agenda Procedures to include an item entitled "Grant Writer's Report".

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

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

**8. Order of business.**

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

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

- (1) Call to Order, Pledge of Allegiance, Roll Call.
- (2) A. Proclamations and Awards.  
B. Special Presentations.  
C. Additions and Deletions
- (3) Good & Welfare
- (4) Grant Writer's Report
- (45) Board Reports.
- (56) Consent Agenda.
- (67) Ordinances for First Reading and Resolutions.
- (78) Public Hearings Including Ordinances for Second Reading.
- (89) Unfinished Business
- (910) New Business
- (~~10~~11) Public Safety Discussion.
- (~~11~~12) Commissioners' Reports.
- (~~12~~13) Village Attorney's Report.

Addition shown by underlining and deleting by ~~strikethrough~~

- (1314) Village Manager's Report.
- (1415) Finance Report
- (1516) Approval of Minutes.
- (1617) Adjournment.

**9. Approval of minutes.**

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

**10. Rules of debate.**

- A. *Presiding officer not deprived of rights as commissioner.* The Mayor or Vice-Mayor, or such other member of the Village Commission as may be presiding, may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a commissioner by reason of his acting as the presiding officer.
- B. *Obtaining the floor.* Every member desiring to speak shall address the chair, shall be recognized by the presiding officer, and shall confine himself to the question under debate, avoiding all personalities and indecorous language.
- C. *Interruptions.* A member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a member while speaking is called to order, he or she shall cease speaking until the question of order is determined and, if in order, he or she shall be permitted to proceed.
- D. *Motion to reconsider.* A motion to reconsider any action taken by the Commission may be made only on the day the action was taken or at the next meeting of the Commission whether a regular or special meeting. The motion must be made by one of the prevailing side, but may be seconded by any member and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable.
- E. *Recorded remarks of commissioner.* A commissioner may request, through the presiding officer, the privilege of having an abstract of his statement on any subject under consideration by the Commission entered in the minutes.
- F. *Synopsis of debate.* The Village Clerk may be directed by the presiding officer, with consent of the Commission, to enter in the minutes a synopsis of the discussion on any question coming regularly before the Commission.

- G. *Limitation on debate.* Upon motion duly adopted by a majority of the Commission, debate on any one subject before the Commission may be limited to seven (7) minutes per member of the Commission, at the expiration of which the pending question will be moved to a vote.
- H. *Parliamentary procedure.* Any issue of procedure not addressed in these procedures shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised, in the most current edition. Unless objection thereto is made by some member of the Village Commission, the Mayor may refrain from a too rigid enforcement of such rules, to the end of expediting the transaction of business.

**11. Voting; filing of reasons.**

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

**12. Motion to table or adjourn.**

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

**13. Decorum.**

- A. *Commission members.* While the Village Commission is in session, the members must preserve order and decorum and a member shall, neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer, except as otherwise herein provided.
- B. *Impertinent remarks.* Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the Commission shall not be permitted to continue speaking before the Commission, unless permission to continue is granted by a majority vote of the Commission. This remedy shall be in addition to the provisions of Section 135.03(A).<sup>1</sup>

- C. *Public comment.* Individual's wishing to speak on agenda items other than advertised public hearings shall fill out a speaker's card and be recognized by the Mayor. This requirement shall not prevent the Mayor from recognizing additional speakers.
- D. *Public hearings.* Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" need only to be recognized by the Mayor. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. After the Public Hearing is closed by the Mayor, only members of the Village Commission or Village administration shall discuss the item.
- E. *Addressing Commission, manner and time.* Public discussion at public hearings or at items which are opened to public discussion shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, after due consideration for the substance, content, and relative importance of the subject. Each person who addresses the Commission shall step up to or present themselves at the speaker's podium and shall give his/her name and address. No other person other than the Commission and the person recognized by the Mayor as having the floor shall be permitted to enter into discussion without the permission of the Mayor. All questions from the public to the Commission; shall be addressed through the Mayor.

**14. Good and welfare presentations to commission.**

Any person desiring to address the Village Commission shall first secure the permission of the presiding officer to do so.

- A. *Written communications.* Interested parties, or their authorized representatives, may address the Commission by written communication in regard to matters then under discussion, a copy of which shall be provided to the Village Clerk.
- B. *Oral communications.* Taxpayers or residents of the Village, or their authorized legal representatives may address the Commission under Good and Welfare on any matter concerning Village business, or any matters over which the Commission has control. Additionally, any residents or taxpayers who desires to make a special presentation to the Commission under Good and Welfare and wishes to have the item placed on the agenda of the next regular Village Commission Meeting shall notify the Village Manager, in writing, subsequent to the previous Village Commission Meeting, but at least five business days in advance of the next regular meeting.

- C. *Decorum.* Each person addressing the Commission under Good and Welfare and Public Hearings shall step up to the microphone provided for the public and shall give his name and address in an audible tone of voice for the records. Unless further time is granted by the Commission, each speaker shall limit his address to three (180 seconds) minutes.

In the case of quasi-judicial hearings, the Village Commission shall allow parties sufficient time to present their case, provided that no one shall be allowed to speak more than thirty minutes without the express permission of the Village Commission. No person other than the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the presiding officer. No questions shall be asked of a commissioner except through the presiding officer.

**15. Public safety discussion.**

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

**16. Public hearings.**

As provided in Section 30.06 of the Code of Ordinances, whenever a public hearing is held pursuant to the Charter or ordinance or by direction of the Village Commission, the presiding officer shall read the title of the item on which the public hearing will be held. The presiding officer shall then recognize any interested persons or their authorized representatives, who may address the Commission in regard to the matter then under consideration. During the public hearing there shall be no debate by the Commission, although questions may be asked of the persons making such presentation by commissioners. Upon the conclusion of the presentation of the views by the public, the presiding officer shall declare the public hearing closed and the Commission may take action upon the subject matter of the public hearing.

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

**17. Maintenance of records; parliamentarian.**

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

**Section 2.** Severability. If any word, clause, phrase, sentence, paragraph, or section of this Resolution is held to be invalid by a Court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or section of this Resolution.

**Section 3.** Conflicts. Any resolutions or parts thereof found to be in conflict with any provision of this Resolution are hereby repealed.

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

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

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

PASSED and ADOPTED this 13th day of December 2016.

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

**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: Amending Commission Meeting Agenda – Grant Writer’s Report-12-13-2016



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** December 2, 2016

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

**FROM:** Mayor  Connie Leon-Kreps

**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 SECTION 8 OF THE COMMISSION MEETING AND AGENDA PROCEDURES, ENTITLED "ORDER OF BUSINESS" BY ADDING "GRANT WRITER'S REPORT"; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim



## NORTH BAY VILLAGE POLICE DEPARTMENT

5F

### RECOMMENDATION MEMORANDUM

**DATE:** November 21, 2016

**TO:** Mayor Connie Leon Kreps  
Commissioner Jose R. Alvarez  
Commissioner Andreana Jackson  
Commissioner Eddie Lim

**RECOMMENDED BY STAFF/COMMISSIONER:**

Frank Rollason, Village Manager

**PRESENTED BY STAFF:**

Carlos Noriega, Police Chief

**SUBJECT:** November Commission Agenda- Request to Execute Intergovernmental Agreement.

---

#### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Intergovernmental Agreement for fleet maintenance and repair services between North Bay Village and the City of Miami Beach.

#### BACKGROUND:

Execution of the agreement will allow North Bay Village to utilize the services of Miami Beach's Fleet Management Department. The City of Miami Beach agrees to provide, through its Fleet Management Department, certain fleet maintenance and repair services to the Village for an agreed upon rate. Miami Beach's Fleet Management Department is an efficient and effective operation that will allow the Village to meet its dynamic fleet maintenance and repair needs. As the primary fleet management resource for the Village, Miami Beach's Fleet Management Department will provide the Village with the improved efficacy inherent in a one stop shop fleet maintenance program. Among the improvements are: shop has very close proximity to the Village, an automated equipment inventory with comprehensive history of vehicle repairs, a schedule of maintenance for each vehicle, complete and accurate records for any and all work performed on each vehicle with improved expense tracking and access to a comprehensive network suppliers and providers of fleet services for vehicle public safety equipment and automotive parts. This will result in a more cost effective, reliable and efficient vehicle maintenance program than the current system utilizing, multiple, disparate vendors that are spread throughout Miami-Dade and Broward counties.

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

**BUDGETARY IMPACT:**

Rate Schedule:

Mechanic Labor Rate: \$93.00 per hour

Parts at Cost plus: 20%

Sublet mark-up: 10%

It should be noted that the above quoted Labor Rate represents a 14% (on average) reduction from the labor rate paid under the current system (\$107 - \$110 per hour depending on the vendor).

Projected maintenance and repair expenditures under this new and improved fleet maintenance process are expected to be in the area of \$35,000. This projection is based on the performance of an existing Miami Beach Fleet Management Department customer that services a fleet very similar in vehicle type (Key Biscayne); during FY 2016 Key Biscayne averaged \$760 in M&R costs per vehicle, multiplying that amount by the 38 vehicles currently in the Village's Police Fleet, yields an estimated annual cost of \$28,880, adding a 20% allowance to that estimate for contingencies and slightly increased costs yields an estimate of \$34,560 which has been rounded up to \$35,000.

**CONTACT:**

Carlos Noriega, Chief of Police

**INTERGOVERNMENTAL AGREEMENT  
FOR FLEET MAINTENANCE AND REPAIR SERVICES  
BETWEEN NORTH BAY VILLAGE, FLORIDA  
AND THE CITY OF MIAMI BEACH, FLORIDA**

This Intergovernmental Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Miami Beach, a Florida municipal corporation within Miami-Dade County, Florida, (hereinafter "Miami Beach"), and the North Bay Village, a Florida municipal corporation within Miami-Dade County, Florida, (hereinafter "the Village").

WITNESSETH:

**WHEREAS**, the Village recognizes that the Miami Beach Fleet Management Department has an efficient and effective resource for the Village to use in accomplishing its fleet maintenance and repair needs; and

**WHEREAS**, the Village wishes to utilize the services of Miami Beach's Fleet Management Department, and Miami Beach agrees to provide, through its Fleet Management Department, certain fleet maintenance and repair services to the Village for an agreed upon rate.

SECTION 1 - SCOPE OF WORK

Miami Beach, through its Fleet Management Department, shall be the designated provider of fleet management and repair services for the Village. The Miami Beach Fleet Management Director, or his designee, will be solely responsible for the scheduling and prioritizing of work to be performed and will make every effort to timely complete work and minimize downtime. Miami Beach shall provide the following general administrative and support services:

- a) Provide trained qualified technicians, supervision and necessary personnel to perform the services required by this Agreement.
- b) Miami Beach shall perform the services required by this Agreement at its Fleet Management Facility, located at 140 Mac Arthur Causeway, Miami Beach, and such office shall be open, generally, from 8:00am to 4:30pm, Monday through Friday, except for legal holidays.
- c) Maintain an automated equipment inventory, history of vehicle repairs, and any reports of damage or accidents and their associated repairs.
- d) Perform all vehicle preventative maintenance and repairs, as it deems necessary. A safety inspection is included during each visit.
- e) Provide a schedule of maintenance for each vehicle.
- f) Ensure all work performed is consistent with manufacturer and industry standards.

- g) Maintain complete and accurate records for any and all work performed on each vehicle. These records shall be available upon written request by the Village.
- h) Provide access to Miami Beach's suppliers and providers of fleet services for vehicle public safety equipment and automotive parts. This includes, but is not limited to, outside services for vehicle manufacturer's warranty work.

#### SECTION 2 – TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of four (4) years following the last date of execution of this Agreement by the Village and Miami Beach, and may be renewed by mutual agreement of the parties for an additional two (2) two-year terms. Either party may terminate this Agreement, without cause and for its convenience, upon sixty (60) days prior written notice to the other party.

#### SECTION 3 – COMPENSATION

- a) The Village shall pay Miami Beach for all services provided pursuant to this Agreement as provided in Exhibit "A" (Rate Schedule), a copy of which is attached hereto.
- b) Technician hourly rates, parts, materials and third party (sublet) work are billed at current rates as published by Miami Beach Fleet Management Department. Rates are reviewed annually and are subject to change at the sole discretion of Miami Beach.
- c) Repairs over \$500 will be made only with prior written authorization from the Village.
- d) Each month, an itemized (by vehicle) invoice will be prepared for all work completed by the last day of the month and submitted to the Village for payment. Payments shall be made within forty five (45) days of the date of the invoice.

#### SECTION 4 – MODIFICATIONS

This Agreement may only be amended in writing, through a written document signed by duly authorized representatives of the signatories to this Agreement.

#### SECTION 5 – NOTICES

All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and shall be sent by Registered Mail or Certified U.S. Mail, Return Receipt Requested, addressed to the party to receive such notices as follows:

To the Village:      North Bay Village  
                                 Carlos Noriega, Chief of Police  
                                 1666 John Kennedy Cswy, Suite #300  
                                 North Bay Village, Florida 33141

To Miami Beach: City of Miami Beach – Fleet Management Dept.  
Jorge Cano, Fleet Management Director  
140 Mac Arthur Causeway  
Miami Beach, Florida 33139

Each notice sent in accordance with the requirements of this section shall be deemed effectively given upon actual receipt. Each person designated herein to receive any notice or a copy thereof may change the address at which, or the person to whom notice or a copy thereof is to be delivered, by notice given in accordance with the requirements of this section.

#### SECTION 6 – VENUE AND WAIVER OF JURY TRIAL PROVISION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in Federal court. BY ENTERING INTO THIS AGREEMENT, THE VILLAGE AND CITY OF MIAMI BEACH EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

#### SECTION 7 – INDEMNIFICATION/INSURANCE

Subject to the limitations of Section 768.28, Florida Statutes, the village shall defend, indemnify and hold harmless Miami Beach, its officers, agents, and employees from any and all claims, losses, liabilities, injuries, damages and causes of action which arise out of the performance of services pursuant to this Agreement, except for any claim, loss, liability, injury, damages, demands or causes of action resulting from vehicle maintenance or repair service activities performed by Miami Beach in bad faith or with malicious purpose or in a manner which exhibits wanton and willful disregard of human rights, safety or property. The Village further agrees to name Miami Beach as an additional insured on the Village's Liability program "Garage Operations" coverage.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

**AGREED AND ACKNOWLEDGED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village Manager, North Bay Village

\_\_\_\_\_  
City Manager, City of Miami Beach

\_\_\_\_\_  
Village Attorney, North Bay Village

ATTEST:

\_\_\_\_\_  
Village Clerk, North Bay Village

\_\_\_\_\_  
City Clerk, City of Miami Beach

**Exhibit A**  
**City of Miami Beach Fleet Services**

**INTERAGENCY COOPERATION**

Miami Beach and the Village shall cooperate and will recognize the common goals and objectives of this Agreement. Fleet Management shall work to avoid any duplication of services and, where appropriate, shall provide for coordination, referral, and assistance to and among any external vendor or sublet for the betterment and efficiency of the Village.

**FACILITIES/EQUIPMENT INVENTORY**

Miami Beach shall provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the required herein. Miami Beach shall maintain all field equipment necessary for its fleet management functions in good repair and maintain all current licenses and registrations required by State and County Law. Such equipment shall be available for inspection by the Village during the term of this Agreement.

**Rate Schedule – Sedans and Light Trucks\***

Mechanic Labor Rate: \$93.00 per hour

Parts at Cost plus: 20%

Sublet mark-up: 10%

\*Rates are reviewed annually and are subject to change.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** December 5, 2016

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

**FROM:** Frank K. Rollason  
Village Manager

A handwritten signature in black ink, appearing to read "FRANK K. ROLLASON", is written over the printed name of the 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 AN INTERLOCAL AGREEMENT WITH THE CITY OF MIAMI BEACH FOR FLEET MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yp

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF MIAMI BEACH FOR FLEET MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village finds that it is in the best interest of the Village and its residents to enter into an Interlocal Agreement, pursuant to Section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

**WHEREAS**, the Village currently utilizes the services of several vendors throughout Miami-Dade County and Broward County for vehicle maintenance services; and

**WHEREAS**, the Village recognizes that the Miami Beach Fleet Management Department has an efficient and effective resource for the Village to use in accomplishing its police fleet maintenance and repair needs; and

**WHEREAS**, the Village wishes to utilize the services of the Fleet Management Department of Miami Beach, and Miami Beach agrees to provide, through its Fleet Management Department, certain fleet maintenance and repair services for police vehicles, as set forth in the agreement attached hereto as "Exhibit 1".

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

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

**Section 2. Authorization of Village Official:** The Village Manager is hereby authorized to enter into an Interlocal Agreement with the City of Miami Beach for fleet maintenance and repair services for police vehicles, in the form attached hereto as Exhibit 1.

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

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

**FINAL VOTE ADOPTION:**

Mayor Connie Leon-Kreps  
Commissioner Jose Alvarez  
Commissioner Andreana Jackson  
Commissioner Eddie Lim

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PASSED AND ADOPTED** this 13<sup>th</sup> day of December 2016.

\_\_\_\_\_  
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: Interlocal Agreement with City of Miami Beach for Fleet Maintenance and Repair Services



## 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

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

**DATE:** December 13, 2016

**TO:** Mayor Connie Leon Kreps  
Commissioner Jose Álvarez  
Commissioner Andreana Jackson  
Commissioner Eddie Lim

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

**SUBJECT:** Computer Contract Renewal and Upgrade

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving the agreements with Tyler Technology for the renewal and upgrade of the Village's Computer Systems.

#### **BACKGROUND:**

The Village awarded a 4-year contract to Tyler Technology in November 2012 for all of the Village's computer system except the police related computers. This included:

- a. Accounting systems
- b. Cashiering
- c. Purchase orders
- d. Building permits
- e. Code enforcement
- f. Business Tax Receipts (BTR)
- g. Utility billing, including meter reading

The main features of the new system was that it allowed electronic storage of invoices, applications, inspections reports, purchase orders and all other documents relating to each employees function and operation of the system. It replaced the Harris Computer System's MAINSTREET software.

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

The new system can also be accessed from any internet connection in the world, which provided an additional layer of backup and emergency operations. Village staff can run accounting, payroll, building permits and BTR from any safe location that has an internet connection, in case of any type of emergency.

Tyler maintains the data files onsite in Dallas, as well as they back up the system daily in three separate locations, including a cloud backup. This removes a large workload from Village staff. The System allows for electronic approvals by the required department heads, and staff as well as the finance director and the Village Manager. These approvals can be done from any location with the proper protocol and credentials of each user.

**CURRENT:**

The current system was implemented in segments, as the finance staff was involved in all implementations and could not complete all at one time. The utility billing was implemented first and went live in 2013. The system allows for automatic credit card payments, as well as the other methods of payments. We can still take credit card payments via phone or in person. We can now e-mail the utility bills at the customer's request, and this has assisted with improvements in the payment process.

Tyler introduced the new building permit processing system this year, ENERGOV. This renewal will include the small increased fee for the upgraded system. The building department staff as well as the finance staff attended a three-day user training meeting this year, where they received first hand review of the new ENERGOV, (building permitting, BTR and code enforcement) system. Other Village staff that did not see it firsthand had webinars available to review the new features of the system. Staff is looking forward to implementing the ENERGOV system in 2017.

**FINANCIAL:**

The FY 2017 General and Utility Fund budgets contain funding for the \$33,135 renewal of the existing computer systems. The Building Fund has sufficient funds designated for the implementation and training for the computer upgrade to ENERGOV. The building fund has the funding for any other related hardware needed to make this a fully operational and functioning computer system. This will include remote devices for the building inspectors.

The \$33,153 annual licensing and hosting fees will be split between General Fund and Utility Fund as the two funds use the system about equally with utility billing, cashing, and accounts payable and purchasing. The Building Fund has sufficient funding for the complete implementation of the new ENERGOV from the escrowed monies collected on each building permit for this type of expense. The expenses for ENERGOV for conversion, implementing and training are estimates and the Village will be billed only for actual documented expenses. The estimated one time cost is \$35,000 for implementations and training. The increased annual license fee is \$9,465. There will be the need for some electronic devices for reporting from the field and could cost an additional \$5,000 based on the devices available at the time. This could be up to \$49,465 for the first year. It will be \$9,465 annually thereafter.

Mayor  
**Connie Leon-Kreps**

Commissioner  
**Jose Alvarez**

Commissioner  
**Andreana Jackson**

Commissioner  
**Eddie Lim**

The funding for the system renewal and the ENERGOV upgrade is:

General Fund	001.19.519.3131	Contract Services Data Processing	\$16,576.50
Utility Fund	430.30.533.3131	Contract Services Data Processing	<u>\$16,576.50</u>
Total Renewal			\$33,153.00
Building Fund	111.00.208.2002	Technology Surcharge – Available	\$33,947.00
Building Fund	110.00.202.2004	Education Fes – Available	<u>\$20,564.00</u>
Total Funds Available			\$54,511.00

**PERSONNEL:**

None



## Proposal

Local Government Division

---

*Presented to:*

**Bert Wrains**

Finance Director  
North Bay Village  
1666 Kennedy Causeway  
Suite 300  
North Bay Village, FL 33141  
(305) 756-7171  
[bwains@nbvillage.com](mailto:bwains@nbvillage.com)

*Proposal date:*

November 3, 2016

*Submitted by:*

DK Robertson  
(800) 646-2633  
[dk.robertson@tylertech.com](mailto:dk.robertson@tylertech.com)

Tyler Technologies  
Local Government Division  
5519 53rd Street  
Lubbock, Texas 79414



Prepared for:  
**Bert Wrains**  
**North Bay Village**  
 1666 Kennedy Causeway  
 North Bay Village, FL 33141  
 (305) 756-7171  
 bwrains@nbvillage.com

Quoted By: **DK Robertson**  
 Quote Date: **11/03/16**  
 Expiration Date: **03/03/17**

**Tyler Related Products and Services**

Description	QTY	Hours	Services
<b>Energov Product Suite</b>			
<b>Permitting &amp; Land Management</b>	<i>Up to 10 Users</i>		
Permitting & Inspections		102	12,750
<i>- Configuration of up to 17 permit types</i>			
<b>License &amp; Regulatory Management</b>			
License Management		60	7,500
<i>- Configuration of up to 10 License Types</i>			
<b>Customer Relationship Management</b>			
Code Enforcement		32	4,000
<i>- Configuration of up to 16 Code Types</i>			
Fundamentals Training		32	4,000
<i>- Basic Fundamentals training on the EnerGov Platform</i>			
<b>System Extensions</b>			
Customer Portal			
Permitting & Inspections		8	1,000
<i>- Configuration of Citizen Access Portal</i>			
GIS Server		8	1,000
<i>- Integration with entity-licensed ESRI ARC GIS</i>			
iG Workforce Server		8	1,000
iG Workforce iPad Apps (each)	5	10	1,250
<i>- Configuration of iG Workforce</i>			
<b>Subtotal</b>		<b>260</b>	<b>\$32,500</b>

CONFIDENTIAL

**Conversion Services**

Description	Fee	Hours	Services	Investment
Permitting & Licensing - Conversion of Incode Permitting/Licensing Data	N/C	-	-	-
<b>Subtotal</b>	<b>\$0</b>	<b>-</b>	<b>\$0</b>	<b>\$0</b>

**Professional Services**

Description	Fee	Hours	Services	Investment
Project Management			\$2,500	\$2,500
<b>Subtotal</b>		<b>-</b>	<b>\$2,500</b>	<b>\$2,500</b>

**Length of Agreement**

**5 Years - 60 Months**

<b>Annual SaaS Fee</b>	<b>\$ 9,465</b>
<b>Annual User Fee</b>	<b>\$ -</b>

**Total Annual SaaS Fee** **\$ 9,465**

\*\*Additional fees will apply for additional users

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$35,000	
Annual SaaS Fee		\$ 9,465
<b>Summary Total</b>	<b>\$35,000</b>	<b>\$9,465</b>

Estimated Travel Expense:

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

CONFIDENTIAL



**AMENDMENT TO SUBSCRIPTION AGREEMENT**

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 ("Tyler") and the City of North Bay Village, with offices at 1700 Kennedy Causeway, North Bay Village, FL 33141 ("Client").

WHEREAS, Client and Tyler are parties to the contract numbered 2012-0136 dated October 17, 2012 governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the Agreement expires October 31, 2016;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

1. The term of the Agreement is hereby renewed for a four (4) year term commencing on November 1, 2016 and expiring on October 31, 2020 ("Term").
2. Upon execution of this Amendment, Tyler shall invoice Client \$33,135.00 for the first year's annual subscription fee, and in each year through the end of the Term.
3. The subscription fees are based on the number of twelve (12) users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
4. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

City of North Bay Village

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

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

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

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

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

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

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

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

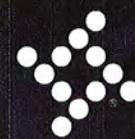


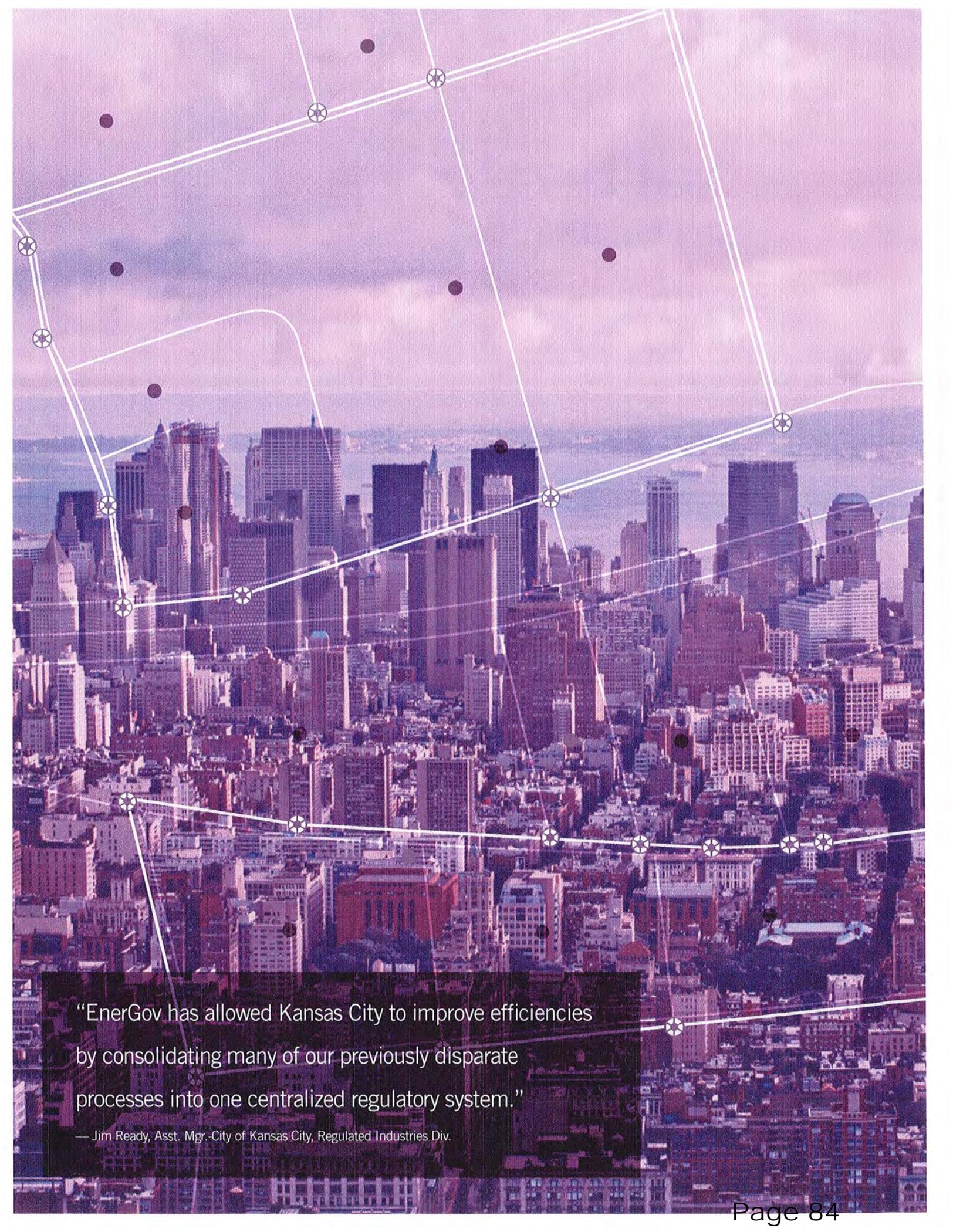
**energov**

a tyler planning, permitting &  
licensing solution

Managing  
Public Sector  
Planning, Permitting  
and Licensing in a  
New Dimension



 **tyler**  
technologies



“EnerGov has allowed Kansas City to improve efficiencies by consolidating many of our previously disparate processes into one centralized regulatory system.”

— Jim Ready, Asst. Mgr. -City of Kansas City, Regulated Industries Div.



## Managing government processes

is a complex and often daunting challenge. From planning, permitting and licensing to asset management and citizen requests, you need a solution that preserves informational integrity while efficiently synchronizing field work and in-house operations.

### **Problem solved with Tyler Technology's EnerGov solution.**

This industry-leading product is specifically designed to automate and centrally connect critical processes, including land use planning and project review, regulatory management, inspections, code enforcement, citizen requests, asset management, work order management and more. Using mobile-enabled and GIS-based technology, coupled with an intuitive user experience, you can be certain your agency is running efficiently, records are accurate and all work is synchronized from field to desk. Your process is always evolving. With EnerGov, you stay in step with the workflow unique to your departments — big or small.

# Mapping. Mobility. Accuracy.

## GIS-Centric Mapping

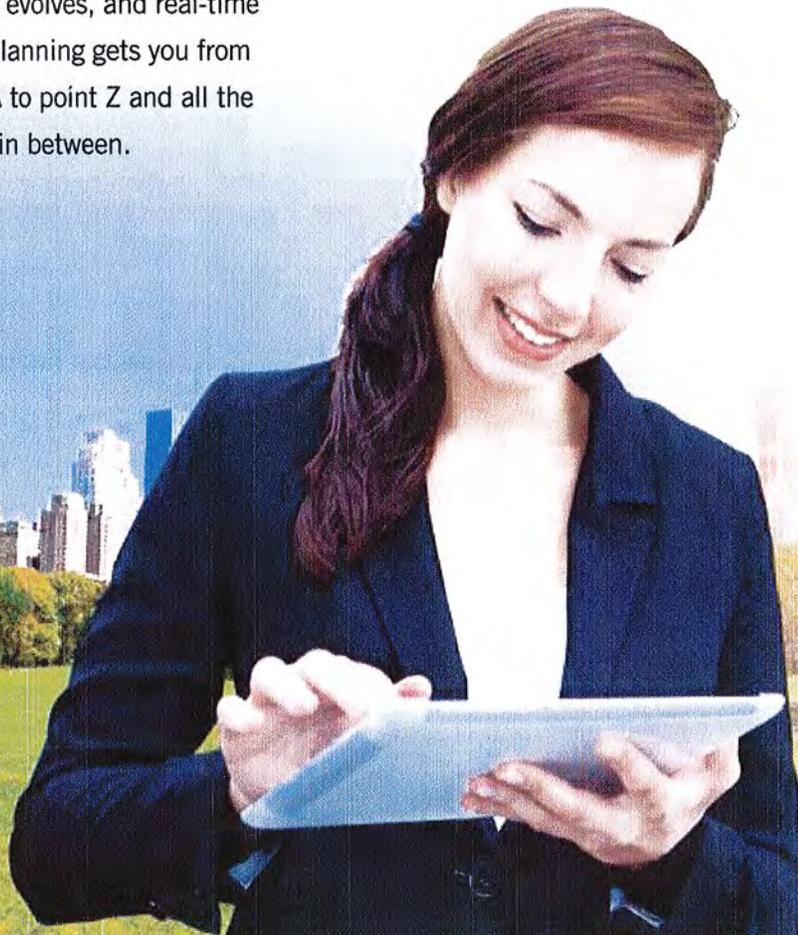
EnerGov's infused GIS technology is moving organizations forward by utilizing their spatial data to automate and streamline daily operations. When coupled with spatial analytics, the synergy creates a unique visual experience in data interpretation and business process management. Emerging relationships, patterns and trends allow you to plan and forecast as your agency evolves, and real-time route planning gets you from point A to point Z and all the points in between.

## Mobility

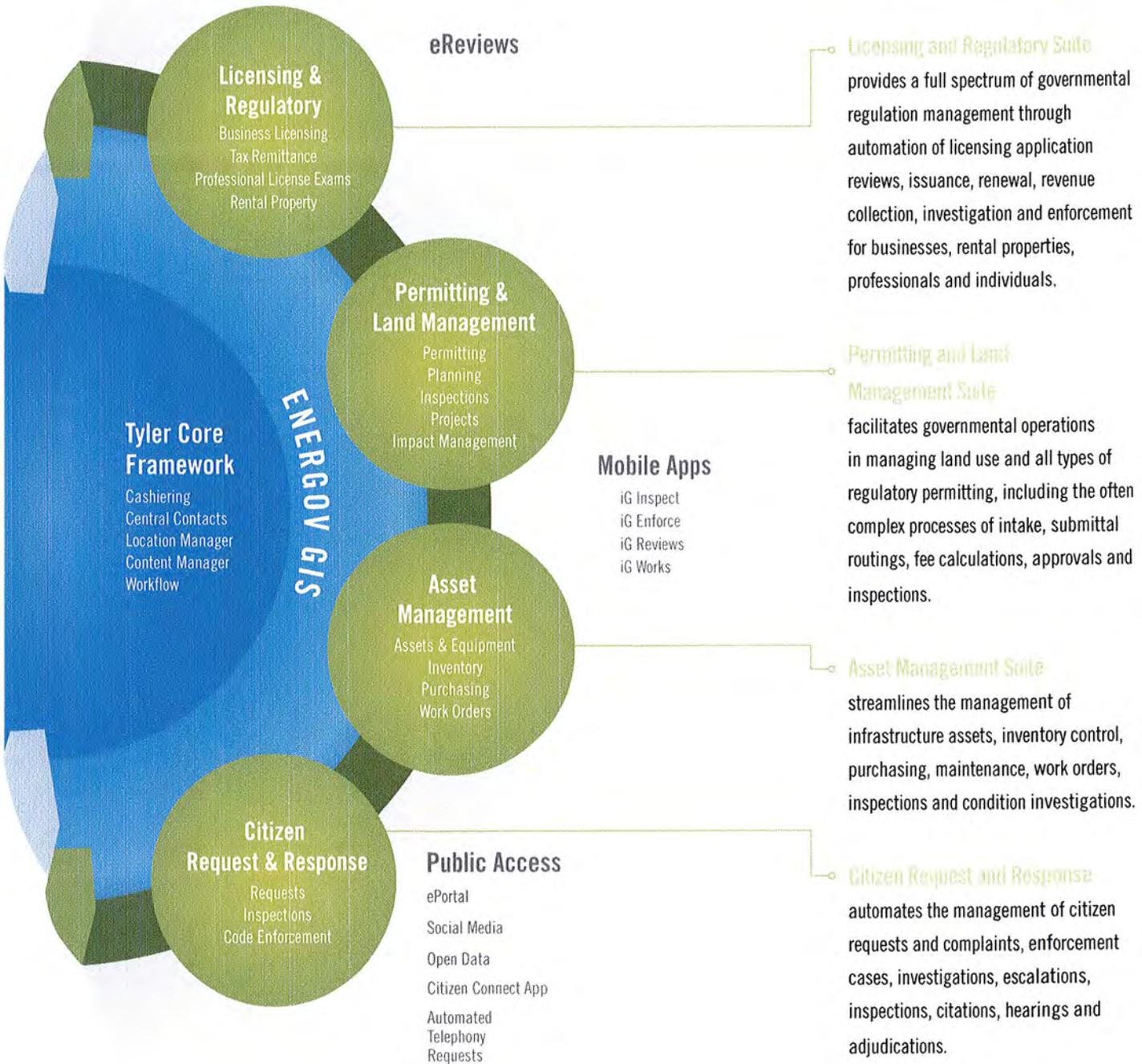
EnerGov's groundbreaking Mobile App Suite affords you the flexibility and precision needed while on the go. On-site inspections, work orders, environmental and safety issue assessment, full code compliance case management and the plan review process will never be easier than when you deploy iG Inspect™, iG Enforce™, iG Works™ or iG Reviews™.

## Accuracy

When budgets are tight and human resources are at a premium, EnerGov helps to unify the multiple layers of information required to sustain permitting, licensing, regulatory processes and communication among constituents. Having one central database allows for efficiency in data entry, inter-agency involvement and precision in reporting.



## Technology Solutions for Every Agency



# Join the revolution in mobile government!

## EnerGov Mobile App Suite

iGovernment is here with EnerGov's iG Workforce suite of mobile applications! This powerhouse suite redefines mobility and includes EnerGov's industry-leading mobile government workforce platform designed for the Apple iPad®. Now government field workers can use EnerGov's mobile apps to manage case loads, inspections, code enforcement and the plan review process on the go. Join the revolution in mobile government!

EnerGov's Mobile App Suite offers flexible operational capabilities to meet any agency's unique requirements with the capacity to run in disconnected mode when wireless connections are unavailable. It gives you the freedom to choose your location without the threat of losing mission-critical data.



iG Inspect™



iG Enforce™



iG Works™



iG Reviews™



*iG Inspect*

## Public Access and Response

### ePortal

EnerGov's ePortal is a fully integrated component of the EnerGov application and extends its flexibility and functionality across the Web to citizens and customers 24/7. With advanced, user-friendly features, you define and design the specific information and processes that will be available to citizens on the Web, and users enjoy easily navigable, streamlined permitting and application services.

- Application submission & payment processing
- Application status checks
- Inspection requests & cancellations

### Electronic Plan Submission and Review

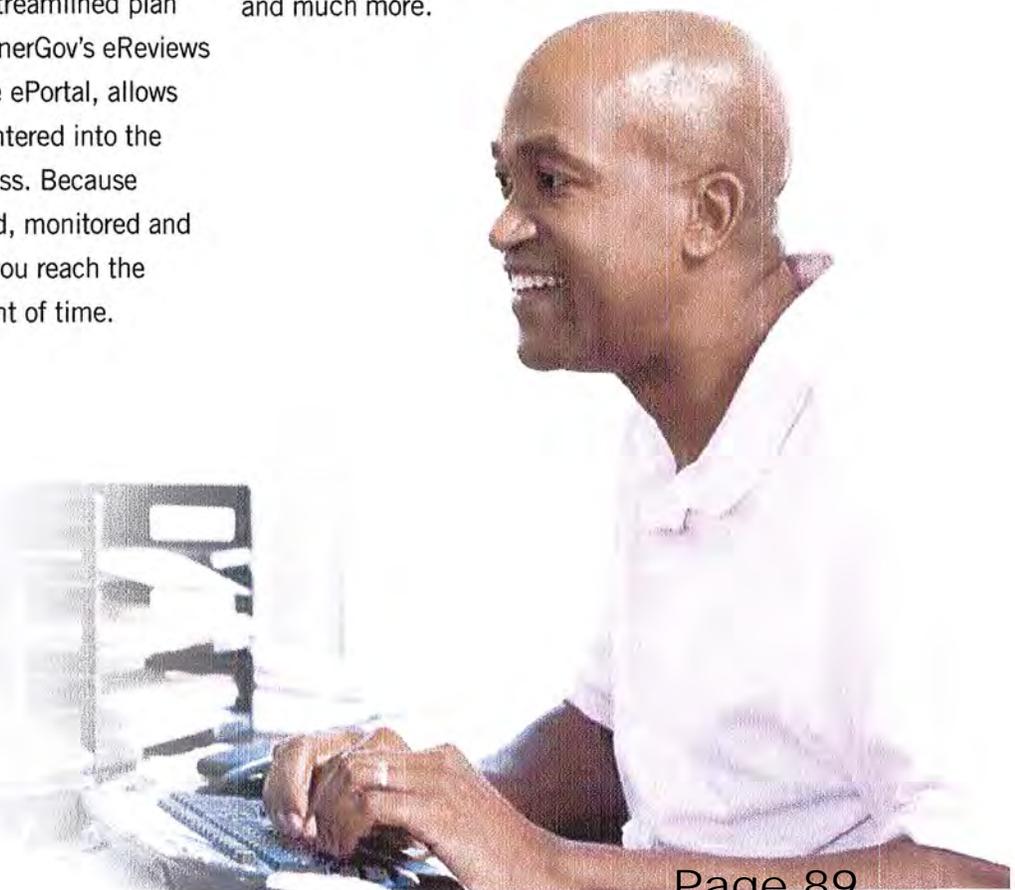
Now you can experience a more streamlined plan review process with the ePortal. EnerGov's eReviews feature, when activated within the ePortal, allows users' plans to be digitized and entered into the plan submission and review process. Because plans can be more easily accessed, monitored and managed by all parties involved, you reach the approval phase in a shorter amount of time.

### Open Data

EnerGov's open data service, EnerGov OData, allows your government organization more connectivity, flexibility and transparent communication with constituents than ever before. Using OData, your IT staff can create specialized applications for the Web, mobile devices, the GIS environment and other external or community-based uses which display a personalized combination of open source data most pertinent to those you serve.

### Social Media

Get and stay connected to your community. Using social media channels like Facebook and Twitter and automated communication as the conduit, you have the ability to achieve your desired level of transparency with citizens when it comes to community development initiatives, status updates and much more.



## Software that thinks like you do.

At Tyler Technologies (NYSE: TYL), we have a single mission: enable local governments to be more efficient, more accessible and more responsive to the needs of citizens. That's what we do. And that's all we do in partnership with more than 11,000 local government offices in all 50 states, Canada, the Caribbean and the United Kingdom.

Tyler Technologies is a leading provider of information management solutions and services for the public sector—and Tyler is the largest company in the country solely dedicated to providing software and IT services to the public sector market.

[info@tylertech.com](mailto:info@tylertech.com) | 1.888.355.1093 | [www.tylertech.com](http://www.tylertech.com)



**Empowering people who serve the public®**

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## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

North Bay Village

**DATE:** December 5, 2016

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

**FROM:** Frank K. Rollason   
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND TYLER TECHNOLOGIES, INC. FOR RENEWAL AND UPGRADE OF THE COMPUTER SYSTEM; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND TYLER TECHNOLOGIES, INC. FOR RENEWAL AND UPGRADE OF THE COMPUTER SYSTEM; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

WHEREAS, the Village entered into an agreement with Tyler Technologies, Inc. in 2012 for financial software and services, including Accounting Systems, Cashiering, Purchase Orders, Building Permits, Code Enforcement, Business Tax Receipts, and Utility Billing/Meter Reading; and

WHEREAS, the Village wishes to renew the agreement with an upgrade to the new ENERGOV system.

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

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

**Section 2. Approval of Agreement.** A four-year renewal Agreement between the Village and Tyler Technologies, Inc. for the current computer system, at a cost of \$33,135 and approval of the new ENRERGOV software, in substantially the form attached as Exhibit "1 and 2," together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney. The ENERGOV is approved at an amount not to exceed \$54,511.

**TYLER EXISTING SYSTEM**

General Fund 001.19.519.3131 Contract Services Data Processing	\$16,576.50
Utility Fund 430.30.533.3131 Contract Services Data Processing	<u>\$16,576.50</u>
Total Renewal	\$33,153.00

ENERGOV Upgrade  
Building Fund

111.00.208.2002	Technology Surcharge – Available	\$33,947.00
111.00.202.2004	Education Fes – Available	<u>\$20,564.00</u>
Total Available		\$54,511.00

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Tyler Technologies, Inc. on behalf of the Village in accordance with the proposal attached hereto as Exhibit 1 & 2, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

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

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

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

PASSED and ADOPTED this 13th day of December 2016.

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

**ATTEST:**

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

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

---

Robert L. Switkes & Associates, P.A.

North Bay Village/Resolution/Tyler Technologies-Renewal/Upgrade to ENERGOV.



## Staff Report Ordinance

*Amending Chapter 152, Section 152.076 of the Zoning Code entitled "Sign Definitions" by adding a definition for Temporary Signs; Section 152.078 entitled "Prohibited Signs" deleting existing language; Section 152.080 entitled "Exempted Signs" amending existing language; Section 152.081 entitled "Temporary Signs" deleting existing language and adding new language that provides scope, purpose and intent, duration for temporary signs, permission of owners, prohibition of lighting, exemptions from permitting; Section 152.082 entitled "Removal Of Signs" deleting existing language; Section 152.083 entitled "District Sign Regulations" amending existing language; Section 152.084 entitled "Variances, Planning" amending the title to "Sign Variances".*

*Prepared for: North Bay Village,  
Commission*



Serving Florida Local Governments Since 1988

# Memorandum

**From:** James G. LaRue, AICP  
**Date:** October 18, 2016  
**Subject:** Temporary Signs

---

The Village was approached by a member of the public, several months ago, requesting a temporary off premise open house real estate sign. Coincidentally, a recent Supreme Court decision, Reed v Town of Gilbert, was issued in 2015 requiring local jurisdictions to re-examine their regulations regarding temporary signs (see attached). Based on this landmark Supreme Court decision, local governments can no longer classify their temporary sign regulations by type and/or use. The sign codes for most local governments, including North Bay Village, provide different standards for temporary signs based on the type of signage. For example, political signs, real estate signs, and special event signs have different requirements with regard to duration, size and setbacks. Though this will no longer be allowed, the recent court decision does allow for differences in temporary signage regulations between zoning districts.

The proposed text changes were recommended for approval by the Planning & Zoning Board on September 6<sup>th</sup>, to amend the existing regulations and classify temporary signs in a content-neutral manner. The major points of this proposed amendment will be discussed at the meeting. Open house real estate signs will now be allowed consistent with the zoning district in where they are going to be located.



Serving Florida Local Governments Since 1988



## North Bay Village

Administrative Offices

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

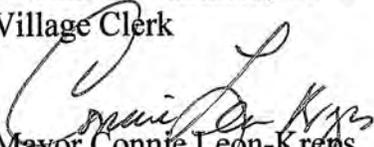
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** October 17, 2016

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

**FROM:**   
Mayor Connie Leon-Kreps

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE**

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Commission of North Bay Village has determined that it is appropriate to ensure that its Land Development Code, as it relates to temporary signs, is in compliance with all constitutional and other legal requirements; and

**WHEREAS**, the Village's planning staff have reviewed the proposed changes for consistency with the Village's Comprehensive Plan and Land Development Code, and finds that the proposed changes are consistent with the foregoing Code; and

**WHEREAS**, the Village has endeavored to adopt regulations governing signage that will comply with the First Amendment of the U.S. Constitution as interpreted by the U.S. Supreme Court; and

**WHEREAS**, the Village finds and determines that it is appropriate to update and revise its Land Development Code relative to temporary signs; and

**WHEREAS**, the Village recognizes that there have been decisions delivered by the U.S. Supreme Court over the past forty years that provide guidance to local governments in their regulation of signage, including *Linmark Associates, Inc. v. Township of Willingboro*, 431 U.S. 85 (1977); *Metromedia, Inc. v. San Diego*, 453 U.S. 490 (1981); *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984); *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410 (1993), and, *City of Ladue v. Gilleo*, 512 U.S. 43 (1994); and

**WHEREAS**, the Village wishes to preserve the aesthetic beauty of North Bay Village, Florida; and

**WHEREAS**, the Village finds and determines that Article II, Section 7, of the Florida Constitution, as adopted in 1968, provides that it shall be the policy of the state to conserve and protect its scenic beauty; and

**WHEREAS**, the Village finds and determines that the regulation of temporary signage, for purposes of aesthetics, directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty; and

**NOW, THEREFORE, BE IT ENACTED BY THE 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. Village Code Amended.** Chapter 152 “Zoning” of the North Bay Village Code of Ordinances are hereby amended to read as follows:

§ 152.076 - Sign Definitions.

Sign, temporary. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term “temporary sign” shall not include any substitution of message on an existing lawful sign or sign structure.

§ 152.078 - Regulations and specifications.

(A) General regulations governing signs. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

(1) Interference with public.

(a) The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public streets or sidewalks.

(b) Safety requirements.

1. No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.

2. Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.

- (2) Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.
- (3) Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.
- (4) Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.
- (5) Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.
- (6) Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any structure within the limits of any streets within the Village.
- (7) Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the right-of-way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

(B) Regulations governing specific type signage. Prohibited sign situations:

- (1) ~~Off-premise outdoor advertising display (commercial advertising) signs.~~
- (1) ~~(2)~~ Signs within or upon public property and rights-of-way.
  - (2) ~~(3)~~ Pole (ground) signs projecting over rights-of-way.
  - (3) ~~(4)~~ Flashing, activated, and animated signs.
  - (4) ~~(5)~~ Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.
  - (5) ~~(6)~~ Roof signs.
  - (6) ~~(7)~~ Snipe and sandwich signs.

Words ~~stricken~~ are deletion; words added are underlined.

~~(8) Provided, however, that national flags and flags of political subdivisions of the United States; flags of bona fide civic, charitable, fraternal, and welfare organizations; banner signs; and, during nationally recognized holiday periods, pennants, banners, streamers, and other fluttering, spinning, or similar type advertising devices pertaining to said holiday periods, may be provided on a temporary basis as provided below in this subchapter.~~

§ 152.080 - Exempted signs.

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the South Florida Building Code and in accordance with § 152.083.

- (A) Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.
- (B) Changing of the copy of a bulletin board, poster board, display encasement, or marquee.
- (C) Temporary nonilluminated signs which meet the criteria of Section 152.081, as permitted by the district regulations, advertising real estate for sale or lease, or announcing contemplated improvements of real estate, and located on the premises.
- ~~(D) National flags and flags of political subdivisions of the United States. Temporary nonilluminated signs, as permitted by the district regulations, erected in connection with new construction work and displayed on the premises during such time as the actual construction work is in progress. Once the construction work has been completed, such signs shall be removed immediately.~~
- (E) Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.
- ~~(F) Temporary political signs within commercial districts.~~
- ~~(F)-(G)~~ In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.
- ~~(G)~~ (H) Signs posted by the Village.

§ 152.081 - Temporary signs permits.

- (A) Scope. Notwithstanding anything to the contrary in the Village's Land Development Code or in any other ordinance or code provision of the Village, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (B) Purpose and intent. It is the purpose of these sign regulations to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the Village Commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
- (1) Encourage the effective use of signs as a means of communication in the Village;
  - (2) Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;
  - (3) Improve pedestrian and traffic safety;
  - (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
  - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
  - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
  - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
  - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
  - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the Village;

Words ~~stricken~~ are deletion; words added are underlined.

- (10) Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
- (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (C) Duration for temporary signs. If a temporary sign pertains to an event, the temporary sign shall be removed no later than seven days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.
- (D) Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.
- (E) Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (F) Exemptions from permitting. A temporary sign does not require a permit from the Village.
- (G) Within each Village zoning district, temporary signs shall conform to the following criteria:

	<u>Single Family Residential RS-1, RS-2</u>	<u>Multi-Family RM-40, RM-70</u>	<u>Commercial CG, CL</u>
<u>Maximum Number of Signs Allowed Per Parcel</u>	<u>3</u>	<u>3</u>	<u>4</u>
<u>Maximum Sign Area</u>	<u>3 sf</u>	<u>12 sf (RM-40) 20 sf (RM-70)</u>	<u>40 sf</u>
<u>Sign Height Maximum for a Freestanding Sign</u>	<u>4 ft</u>	<u>24 ft</u>	<u>24 ft</u>
<u>Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)</u>	<u>15 ft</u>	<u>24 ft</u>	<u>24 ft</u>
<u>Minimum Sign Setback for Ground Signs</u>	<u>2 ft</u>	<u>2 ft</u>	<u>2 ft</u>
<u>Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)</u>	<u>15 ft</u>	<u>15 ft</u>	<u>15 ft</u>
<u>Aggregate Maximum of Surface Area Allocated for All Sign Messages</u>	<u>12 sf</u>	<u>120 sf</u>	<u>160 sf</u>

Words ~~stricken~~ are deletion; words added are underlined.

~~The Building Official or other official as designated by the Village Manager, upon application as required in § 152.079, may issue temporary permits for signs and displays for a period of up to 90 days (including one renewal period up to an additional 30 days) when the use of such signs and displays would be in the public interest and would not result in damage to private property, such as but not limited to the following:~~

- ~~(A) Signs advertising a special civic or cultural event, such as a fair or exposition, play, concert, or meeting sponsored by a governmental or charitable organization.~~
- ~~(B) Special decorative displays used for holidays, public demonstrations, or promotion of nonpartisan civic purposes.~~
- ~~(C) Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.~~

~~The Building Official is authorized to grant administrative approval for request for temporary signs that exceeds the size requirements up to a maximum size of 60 square feet, upon proper application for a Building Permit.~~

#### § 152.082 - Removal of signs.

- ~~(A) Any sign previously associated with a vacated premises shall be removed from the premises by either the owner or lessee not later than 30 days from the time such activity ceases to exist.~~
- ~~(B) Political signs shall be removed within seven days after the last election in which the candidate or issue was on the ballot.~~

#### § 152.083 - District sign regulations.

- ~~(A) *Single-Family Residential (RS-1, RS-2) Districts.* No sign will be allowed in these districts except the following, and temporary signs meeting the criteria of Section 152.081 or the exemptions allowed in Section 152.081 or signs otherwise exempted in this subchapter:
  - ~~(1) A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the dwelling or building.~~
  - ~~(2) A private directional sign, nonilluminated, not to exceed one square foot in area.~~
  - ~~(3) One temporary non-illuminated real estate sign per parcel not to exceed 18" × 18." One "rider" sign not exceeding two inches vertically and the width of the base sign horizontally may be suspended from or attached to the base sign. Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and back of the base and rider sign. The sign (including the rider) shall also be subject to the following conditions and restrictions:
    - ~~a. Unless there is a wall or building closer upon which the sign may be placed, it shall be located on the owner's property at least five feet from any sidewalk, the sign may be placed no closer than five feet from the edge of the pavement. The top of the sign shall not be more than four feet above the finished grade of the ground. Any such sign shall be immediately removed upon the sale or lease of the lot and/or improvements upon which it is displayed.~~~~~~

Words ~~stricken~~ are deletion; words added are underlined.

- b. ~~The sign shall be constructed of metal, plastic, wood, or pressed wood. Said signs shall be fastened to a supporting member constructed of angle iron not exceeding one inch by one inch or two inches by two inches for a wooden post. Said supporting members shall be all white or black in color and have no letters or numbers upon it.~~
  - c. ~~Where such sign is suspended from an arm of the support, such arm shall not exceed a length of 16 inches.~~
  - d. ~~The sign shall be placed so that its center line is parallel or perpendicular to the front property line.~~
  - e. ~~Only one sign shall be permitted on any one premises, provided, however, that where the property abuts a waterway, a sign may also be placed to be visible from such waterway with a setback from the waterway of not less than ten feet.~~
  - f. ~~The sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material. Flags, streamers, movable items or like devices shall not be attached to the sign.~~
- (4) ~~One temporary nonilluminated political sign per parcel not to exceed three square feet in area.~~
- (B) *Multifamily Residential (RM-40, RM-70) Districts.* No sign will be allowed in these districts except the following, and temporary signs meeting the criteria of Section 152.081 or the exemptions allowed in Section 152.081 or signs otherwise exempted in this subchapter:
- (1) Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.
  - (2) ~~One temporary nonilluminated sign per building or on such permit unit basis as may be allowed by applicable condominium or homeowners association bylaws, rules and regulations, such sign not to exceed 12 square feet in area in RM-40 Districts and not to exceed 24 square feet in area in RM-70 Districts, advertising real estate for sale or for lease, or announcing contemplated improvements of the premises on which the sign is located.~~
  - (3) ~~One temporary nonilluminated political sign per building or on such per unit basis as may be allowed by applicable condominium or homeowners association bylaws, rules and regulations, such sign not to exceed 12 square feet in area in RM-40 Districts and not to exceed 20 square feet in area in RM-70 Districts.~~
  - (42) A permanent, nonilluminated, flat or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a multifamily dwelling, group of multifamily dwellings, or the name of the motel or hotel. In the case of a detached sign, it shall not be located in any required rear or side yard setback area, nor closer than ten feet from the front property line, nor shall any part of the sign be more than ten feet above the ground.
  - (53) Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the building.

Words stricken are deletion; words added are underlined.

~~(6) A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~

(C) *Commercial (CG, CL) Districts.* No sign will be allowed in these districts except the following, and temporary signs meeting the criteria of Section 152.081 or the exemptions allowed in Section 152.081 ~~or signs otherwise excepted in this subchapter:~~

(1) Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.

~~(2) A temporary nonilluminated real estate sign, not to exceed 24 square feet, advertising real estate for sale or for lease. A temporary nonilluminated sign may announce contemplated improvements of real estate, provided such sign does not exceed 24 square feet. Political signs are exempt from application of § 152.083(C).~~

~~(3) A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~

~~(42)~~ A permanent flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area. Signs shall not be permitted on any wide bay frontage.

(a) All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.

(b) For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

~~(53)~~(a) A projection sign, placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only in which case there is no restriction on proximity (see Appendix B).

Words ~~stricken~~ are deletion; words added are underlined.

- (b) All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.
- (64) A ~~permanent~~ detached illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.
- (7) ~~A temporary sign may be attached to street frontage windows. However, the total area of such signs shall not exceed ten percent of the total area of such windows and doors or within five feet of the rear of the window (see Appendix B).~~

§ 152.084 – Sign Variances, ~~planning~~.

There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning, and would benefit the community. The standards for granting the planning variance are:

- (A) The sign variance must relate to a particular piece of land;
- (B) The sign variance can be granted without substantial detriment to the public good;
- (C) The benefits of the deviation would outweigh any detriment; and,
- (D) The variance would not substantially impair the intent or purpose of the Village's Comprehensive Plan and/or Zoning Ordinance.

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

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

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

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

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

**The Votes were as follows:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

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

**FINAL VOTES AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**DULY PASSED AND ADOPTED** \_\_ day of \_\_\_\_\_ **2016.**

\_\_\_\_\_  
**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 Ordinance: Temporary Signs.



### 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, DECEMBER 13, 2016** 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 ITEMS AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND READING)*
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.080 ENTITLED "PROHIBITED SIGNS"; 152.081 ENTITLED "EXEMPTED SIGNS"; 152.082 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND READING)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*
6. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(SECOND READING)*
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND 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  
*(November 28, 2016)*

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTSAIS  
*Special to the Miami Herald*

Miami Springs announced Monday that it has been awarded a \$119,600 grant from the Florida Department of Transportation for new bike paths and sidewalks. "Walking and biking in Miami Springs will be getting safer," states a city news release, which points

out that the Citywide Bicycle and Pedestrian Mobility Study and Master Plan grant was awarded by FDOT via the Miami-Dade Metropolitan Planning Organization.

"Over decades, Miami Springs has built bike paths, non-motorized mixed-use paths and sidewalks in various parts of the city, many of which are working sort of independently from each other,"

Miami Springs City Planner Chris Heid said.

The city's streets and sidewalks were laid out "pre-1950s," officials said. Since that time, there have been "significant" changes in the field of urban planning.

The grant will help Miami Springs provide alternatives to driving as well as connect to public transit routes and surrounding communities.

**OGGETTI**

**SALE!**

**DEC., 10<sup>th</sup> & 11<sup>th</sup>**

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## **Staff Report Ordinance**

*Amending Chapter 151, Section 151.26 of the Village Code Entitled "Off-Street Parking Regulations" to prohibit charging for parking at hotels, motels, apartments and condominium properties in the Village.*

*Prepared for: North Bay Village,  
Commission*



**LaRue Planning  
& Management Services, Inc.**

1375 Jackson Street, Suite 206  
Fort Myers, Florida  
239-334-3366

Serving Florida Local Governments Since 1988

# Memorandum

**From:** James G. LaRue, AICP  
**Date:** October 18, 2016  
**Subject:** Off Street Parking Charges Prohibited

---

Parking on Harbor Island continues to be an issue for many residents. Through the efforts of Village staff, it was discovered that many of off-street parking spaces at the newer developments were going unused, as the residents of those developments chose to use the on-street public parking spaces instead. There were two reasons cited for this situation:

1. It was often quicker and easier to park in the street, rather than to use the off-street parking garage; and
2. The owners and/or associations were charging residents and authorized guests for the use of the off-street parking spaces.

In an effort to address this problem, we were directed to write a land development code amendment which would effectively prohibit charging for the parking spaces that were required to be built as part of the development site plan approval. The code already prohibited charging residents for the first parking space provided with their unit. This proposed ordinance would prohibit charging for any parking spaces which should be assigned to the residents and guests of the residents.

The proposed text changes were recommended for approval by the Planning & Zoning Board on September 6th.



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## North Bay Village

Administrative Offices

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

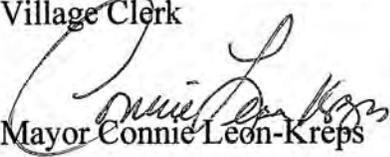
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** October 17, 2016

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

**FROM:**   
Mayor Connie Leon-Kreps

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Commission of North Bay Village has determined that parking spaces that were required to be built as part of an approved site plan should be provided to guests and tenants at no additional charge; and

**WHEREAS**, the Commission of North Bay Village has determined that the practice of charging additional rent or fees for parking spaces is contributing to the paucity of available public street parking spaces.

**NOW, THEREFORE, BE IT ENACTED BY THE 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. Village Code Amended.** Section 151.26 of the North Bay Village Code of Ordinances is hereby amended to read as follows:

**§ 151.26 – Off-street parking regulations.**

- (A) Owners and operators of apartments, ~~condominiums, licensed by the Village and of hotels, or motels, and condominium associations licensed by the Village~~ are prohibited from requiring ~~guests, tenants, or guests of those tenants, to pay~~ licensed establishments from requiring the payment of any additional rent or charge for ~~one~~ the off-street parking spaces which were required to be built according to the approved development site plan for each apartment on the premises where the apartments were required to provide spaces for off-street parking under the ordinances in effect at the time the apartments or hotels were constructed.

(B) The owner and operator of every apartment, hotel, and motel licensed by the Village shall be required to provide at least one parking space as a part of the lease or room rental for each tenant or guest leasing or renting the facilities where the apartment, hotel, or motel was constructed in accordance with the provisions of the Village Code and the ordinances of the Village requiring at least one off-street parking space for each apartment, hotel, or motel room.

~~(C) It shall be unlawful for any owner and operator of an apartment, hotel, or motel licensed by the Village to make any additional charge or require additional rental for the first parking space referred to in the preceding divisions of this section or to reduce the rental or charges to any tenant or guest not utilizing the parking spaces.~~

(D)(C) It shall be unlawful for any person, firm, or corporation to interfere with, or block ingress, egress, or the interior drive of any parking area constructed in accordance with the off-street parking provisions of the zoning ordinance of the Village which are currently in effect or which were in effect at the time the off-street parking plan was approved by the Village.

~~(E)(D)~~ It shall be unlawful for any person, firm, or corporation owning, leasing, or occupying the premises which incorporate an off-street parking area authorized under the provisions of the Zoning Code of the Village to permit interference with ingress, egress, or the interior drive of the off-street parking area.

~~(F)(E)~~ Any person, firm, or corporation owning or operating an apartment, hotel, or motel licensed by the Village that is in compliance with the provisions of divisions (A), (B) and (C) above is hereby authorized to designate individual parking spaces in the approved off-street parking area of the premises for individual tenants, guests, or units, and it shall be unlawful for any person, firm, or corporation, not so designated or otherwise authorized to use the parking spaces that have been so designated by appropriate sign stating "RESERVED FOR \_\_\_\_\_."

(G)(F) Any person violating the provisions of this section shall be subject to the maximum penalty provided by the Charter. (A)

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

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

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

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

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

**The Votes were as follows:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

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

**FINAL VOTES AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**DULY PASSED AND ADOPTED** \_\_ day of \_\_\_\_\_ 2016.

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

**ATTEST:**

---

**Yvonne P. Hamilton**  
**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 Ordinance- Prohibition of Additional Charges for Tenant and Guest Parking.



### 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, DECEMBER 13, 2016** 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 ITEMS AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*SECOND READING*)
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.080 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*FIRST READING*)
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*SECOND READING*)
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*FIRST READING*)
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (*SECOND HEARING*)
6. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (*SECOND READING*)
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND 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  
(November 28, 2016)

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTSAIS  
*Special to the Miami Herald*

Miami Springs announced Monday that it has been awarded a \$119,600 grant from the Florida Department of Transportation for new bike paths and sidewalks. "Walking and biking in Miami Springs will be getting safer," states a city news release, which points

out that the Citywide Bicycle and Pedestrian Mobility Study and Master Plan grant was awarded by FDOT via the Miami-Dade Metropolitan Planning Organization.

"Over decades, Miami Springs has built bike paths, non-motorized mixed-use paths and sidewalks in various parts of the city, many of which are working sort of independently from each other,"

Miami Springs City Planner Chris Heid said.

The city's streets and sidewalks were laid out "pre-1950s," officials said. Since that time, there have been "significant" changes in the field of urban planning.

The grant will help Miami Springs provide alternatives to driving as well as connect to public transit routes and surrounding communities.

**OGGETTI**

**SALE!**

**DEC., 10<sup>th</sup> & 11<sup>th</sup>**

**155 SE 10th Ave, Hialeah, 33010**  
(1/2 block off NW 54th street)

**305/576-1044**

All sales final. Credit Cards accepted.

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY FORMER COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, the American Psychiatric Association published a position statement in December 1998 opposing any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality *per se* is a mental disorder or that a patient should change his or her homosexual orientation; and

**WHEREAS**, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including, among other things, confusion, depression, social withdrawal, suicidality, substance abuse, self-hatred, high-risk sexual behavior, and a feeling of being dehumanized; and

**WHEREAS**, following the report issued by the APA Task Force, the American Psychological Association issued a Resolution in 2009 on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and encouraging psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increased family and school support, and reduced rejection of sexual minority youth; and

**WHEREAS**, the American Academy of Child and Adolescent Psychiatry published a statement in 2012 in its journal that, "[g]iven that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated"; and

**WHEREAS**, the American Academy of Pediatrics, the American Medical Association Council of Scientific Affairs, the National Association of Social Workers, the American Counseling Association Governing Council, the American School Counselor Association, and the American Psychoanalytic Association have each asserted in reports or position statements that sexual orientation change efforts, including reparative therapy or conversion therapy, are not recommended and may be harmful; and

**WHEREAS**, the Pan American Health Organization issued a statement in 2012 that "[t]hese supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements"; and

**WHEREAS**, the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services issued a report in 2015 examining the scientific literature on conversion therapy and concluded that "conversion therapy-efforts to change an individual's sexual orientation, gender identity or gender expression-is a practice that is not supported by credible evidence" and that "may put young people at risk of serious harm"; and

**WHEREAS**, North Bay Village ("Village") has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

**WHEREAS**, the Village Commission hereby finds that being lesbian, gay, bisexual, or transgender is not a disease, disorder, illness, deficiency, or shortcoming, and that research has demonstrated sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, or transgender persons; and

**WHEREAS**, it is the desire of the North Bay Village Commission to support the movement to prohibit the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

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

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

**Section 2.** The Commission of North Bay Village hereby expresses support for the movement to prohibit the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

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

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

**FINAL VOTE ON ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Adreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2016.

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

ATTEST:

\_\_\_\_\_  
Yvonne Hamilton, CMC, 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 Resolution: Supporting Ban on Conversion Therapy.



## North Bay Village

Administrative Offices

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

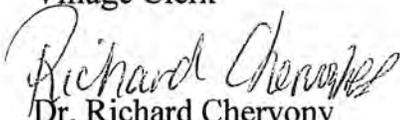
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** October 18, 2016

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

**FROM:**   
Dr. Richard Chervony  
Commissioner

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

RC/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the American Psychiatric Association published a position statement in December 1998 opposing any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality *per se* is a mental disorder or that a patient should change his or her homosexual orientation; and

**WHEREAS**, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including, among other things, confusion, depression, social withdrawal, suicidality, substance abuse, self-hatred, high-risk sexual behavior, and a feeling of being dehumanized; and

**WHEREAS**, following the report issued by the APA Task Force, the American Psychological Association issued a Resolution in 2009 on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and encouraging psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increased family and school support, and reduced rejection of sexual minority youth; and

**WHEREAS**, the American Academy of Child and Adolescent Psychiatry published a statement in 2012 in its journal that, "[g]iven that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated"; and

**WHEREAS**, the American Academy of Pediatrics, the American Medical Association Council of Scientific Affairs, the National Association of Social Workers, the American Counseling Association Governing Council, the American School Counselor Association, and the American Psychoanalytic Association have each asserted in reports or position statements that sexual orientation change efforts, including reparative therapy or conversion therapy, are not recommended and may be harmful; and

**WHEREAS**, the Pan American Health Organization issued a statement in 2012 that "[t]hese supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements"; and

**WHEREAS**, the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services issued a report in 2015 examining the scientific literature on conversion therapy and concluded that "conversion therapy-efforts to change an individual's sexual orientation, gender identity or gender expression-is a practice that is not supported by credible evidence" and that "may put young people at risk of serious harm"; and

**WHEREAS**, North Bay Village ("Village") has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

**WHEREAS**, the Village Commission hereby finds that being lesbian, gay, bisexual, or transgender is not a disease, disorder, illness, deficiency, or shortcoming, and that research has demonstrated sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, or transgender persons; and

**WHEREAS**, it is the desire of the North Bay Village Commission to prohibit, within the geographic boundaries of the Village, the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

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

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

**Section 2: Village Code Amended.** TITLE XIII of the Code of Ordinances of North Bay Village, entitled "General Offenses" is hereby amended to create Chapter 137 as follows:

- A. Creation of new Chapter 137 entitled "Sexual Orientation or Gender Identity Change Efforts," to read as follows:

**TITTLE XIII: - GENERAL OFENSES**

\* \* \*

## CHAPTER 137 - Sexual Orientation or Gender Identity Change Efforts

### **§137.01 Definitions.**

The following words, terms, and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except when the context clearly indicates a different meaning:

Conversion therapy means any counseling, practice, or treatment performed with the goal of changing a person's sexual orientation or gender identity including, but not limited to, efforts to change behaviors, gender expression, or to reduce or eliminate sexual or romantic attraction or feelings toward a person of the same gender. Conversion therapy does not include counseling that:

- a) Provides support to a person undergoing gender transition; or
- b) Provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

Minor means a person less than eighteen (18) years of age.

Reparative therapy has the same meaning as conversion therapy defined in this section.

### **§137.02 Conversion therapy prohibited.**

A person who is licensed by the State of Florida to provide professional counseling, or who performs counseling as part of his or her professional training under Chapters 458, 459, 490, or 491 of the Florida Statutes, as such chapters may be amended, including, but not limited to, medical practitioners, osteopathic practitioners, psychologists, psychotherapists, social workers, marriage and family therapists, and licensed counselors, may not engage in conversion or reparative therapy with a minor.

### **§137.03 Enforcement; penalties.**

A violation of Section 137.02 shall be enforced pursuant to the procedures set forth in Chapter 153 of this Code. The penalty for a violation shall be \$200.00. Each day that a violation occurs constitutes a separate offense.

\* \* \*

**Section 3: Repeal.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 4: Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

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

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

The foregoing Ordinance was offered by Vice Mayor Jorge Gonzalez, who moved for its approval on first reading. This motion was seconded by Commissioner Andreana Jackson, and upon being put to a vote, the vote was as follows:

**THE VOTES WERE AS FOLLOW:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Absent</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this 13th day of October 2016.

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	_____
Commissioner Jose Alvarez	_____
Commissioner Adreana Jackson	_____
Commissioner Eddie Lim	_____

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2016.

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

ATTEST:

\_\_\_\_\_  
Yvonne Hamilton, CMC, 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: Conversation Therapy.



## North Bay Village

Administrative Offices

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

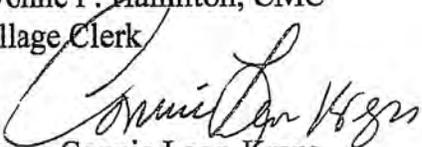
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** August 23, 2016

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

**FROM:**   
Mayor Connie Leon-Kreps

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

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, DECEMBER 13, 2016** 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 ITEMS AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*SECOND READING*)
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.080 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*FIRST READING*)
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*SECOND READING*)
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (*FIRST READING*)
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (*SECOND HEARING*)
6. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (*SECOND READING*)
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND 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  
(November 28, 2016)

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTHALIS  
*Special to the Miami Herald*

Miami Springs announced Monday that it has been awarded a \$119,600 grant from the Florida Department of Transportation for new bike paths and sidewalks. "Walking and biking in Miami Springs will be getting safer," states a city news release, which points

out that the Citywide Bicycle and Pedestrian Mobility Study and Master Plan grant was awarded by FDOT via the Miami-Dade Metropolitan Planning Organization.

"Over decades, Miami Springs has built bike paths, non-motorized mixed-use paths and sidewalks in various parts of the city, many of which are working sort of independently from each other,"

Miami Springs City Planner Chris Heid said.

The city's streets and sidewalks were laid out "pre-1950s," officials said. Since that time, there have been "significant" changes in the field of urban planning.

The grant will help Miami Springs provide alternatives to driving as well as connect to public transit routes and surrounding communities.

**OGGETTI**

**SALE!**

**DEC., 10<sup>th</sup> & 11<sup>th</sup>**

**155 SE 10th Ave, Hialeah, 33010**  
(1/2 block off NW 54th street)

**305/576-1044**

All sales final. Traffic Carls is not.

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida) (hereafter "SB 356") which provided that a local law, ordinance, or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of rental of vacation rentals; and

**WHEREAS**, in April 12, 2016, North Bay Village adopted Ordinance No. 2016-005, creating a Vacation Rental License Program to regulate short-term vacation rentals; and

**WHEREAS**, the regulations pursuant to Ordinance 2016-005 only regulates single family dwellings in Village areas zoned RS-1 and RS-2 because the majority of the short-term vacation rental complaints received by the Village were from single-family neighborhoods at the time the Ordinance was adopted; and

**WHEREAS**, some residences are located in condominiums, apartments, and other buildings that are governed by associations that manage and operate the community and enforce its rules and regulations; and

**WHEREAS**, Chapter 718, Florida Statutes (the Florida Condominium Act) contains provisions protecting the rights of unit owners, including the unit owner's rights to elect directors, have an annual meeting, receive advance notice of all association meetings, committee meetings, and board of directors' meetings, and the right to attend and speak at meetings; and

**WHEREAS**, the Village encourages residential condominium, apartment, and building associations/managers to adopt rules and regulations to regulate short-term vacation rentals within their premises, and the Village understands that some of these condominium, apartment, and building residences may not have adopted rules and regulations that regulate short-term vacation rentals within their premises and community; and

**WHEREAS**, the Village now seeks to regulate certain unregulated residential condominium, apartment, and building dwelling units in the Village Areas zoned RM-40 and RM-70, in order to protect the health, safety, and general welfare of North Bay Village residents.

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

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

**Section 2: Village Code Amended.** Chapter 152 – Zoning of the North Bay Village Code of Ordinances is hereby amended to read as follows:

\* \* \*

**VACATION RENTAL LICENSE PROGRAM**

**GENERAL PROVISIONS**

**§152.112.01 PURPOSE.**

The purpose of this subchapter, Section 152.112, is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- (A) for a vacation rental license;
- (B) for safety and operational requirements;
- (C) for parking standards;
- (D) for solid waste handling and containment;
- (E) for licensure requiring posting of vacation rental information;
- (F) for administration, penalties and enforcement.

**§152.112.02 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**VILLAGE.** North Bay Village, Florida, as geographically described in its Charter.

**HABITABLE ROOM.** A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

**OCCUPANT.** Any person who occupies, either during the day or overnight, a Vacation Rental.

**TRANSIENT PUBLIC LODGING ESTABLISHMENT.** Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

**VACATION RENTAL.** Any individually or collectively owned single- or multi-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1 and RS-2 and any individually or collectively owned residential condominium, apartment, or building dwelling unit that is also a transient public lodging establishment in the Village Areas zoned RM-40 and RM-70 that are located in a residential building or community that has not adopted rules, regulations, or provisions regulating the dwelling unit's use of transient public lodging establishments.

**VACATION RENTAL REPRESENTATIVE.** A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a Village Vacation Rental license.

### VACATION RENTAL LICENSE

#### § 152.112.010 LICENSE REQUIRED.

After July 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the Village, except that Vacation Rental's in Village areas zoned RM-40 and RM-70 require a Vacation license only after February 9, 2017. After July 1, 2016, only Vacation Rentals in Village areas zoned RS-1 and RS-2 must holding an active Vacation Rental license issued by North Bay Village may to operate within the Village; and after February 9, 2017 all Vacation Rentals must hold an active Vacation Rental license issued by North Bay Village to operate within the Village. A separate Vacation Rental license shall be required for each Vacation Rental, as defined in Section 152.112.02.

#### § 152.112.011 APPLICATION FOR VACATION RENTAL LICENSE.

(A) A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the Village a completed Vacation Rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.

(B) A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:

(1) A completed Vacation Rental license application form, which must identify; the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.

(2) Payment of applicable fees.

(3) A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.

(4) A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

(5) Evidence of the Vacation Rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

(6) A copy of the current Local Business Tax Receipt.

(7) *Interior building sketch by floor.* A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.

(8) A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.

(9) Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.

(10) A section indicating whether the Vacation Rental will have 10 or fewer occupants or more than 10 occupants.

(11) A copy of the generic form vacation rental/lease agreement to be used when contracting with transient Occupants and guests.

(C) Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.

(D) Vacation Rental license applications shall be sworn to under penalty of perjury and false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

#### **§ 152.112.012 MODIFICATION OF VACATION RENTAL LICENSE.**

An application for modification of a Vacation Rental license shall be required in the event that any of the following changes to the Vacation Rental are proposed:

- (A) An increase in the gross square footage.
- (B) An increase in the number of bedrooms.
- (C) An increase in the maximum occupancy.
- (D) An increase in the number of parking spaces, or a change in the location of parking spaces.
- (E) An increase in the number of bathrooms.
- (F) Any other material modifications that would increase the intensity of use.

**§ 152.112.013 DURATION OF VACATION RENTAL LICENSE.**

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this subchapter. Vacation Rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

**§ 152.112.014 RENEWAL OF VACATION RENTAL LICENSE.**

A property owner must apply annually for a renewal of the Vacation Rental license no later than 60 days prior to the expiration date of the previous Vacation Rental license.

**§ 152.112.015 LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.**

Vacation Rental licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental license as to that Vacation Rental shall be null and void upon the sale or transfer.

**VACATION RENTAL REPRESENTATIVE**

**§ 152.112.020 DUTIES OF VACATION RENTAL REPRESENTATIVE.**

Every Vacation Rental Representative shall:

(A) Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the Vacation Rental; and

(B) Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the Village for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and

(C) Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.

## **STANDARDS AND REQUIREMENTS FOR VACATION RENTALS**

### **§ 152.112.030 GENERAL**

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of Vacation Rentals in the Village.

### **§ 152.112.031 LOCAL PHONE SERVICE REQUIRED.**

*Local phone service.* At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.

### **§ 152.112.032 PARKING STANDARDS.**

Occupants and visitors to the Vacation Rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.

### **§ 152.112.033 SOLID WASTE HANDLING AND CONTAINMENT.**

Requirements for garbage storage and collection shall be as follows:

(A) Notice of the location of the trash storage containers and rules for collection shall be posted inside the Vacation Rental.

### **§ 152.112.034 MAXIMUM OCCUPANCY.**

Requirements for space shall be as follows:

(A) Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.

(B) Every room in a Vacation Rental occupied for sleeping purposes shall:

(1) Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.

(2) Have a minimum width of 8 feet.

(C) Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.

(D) Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

**§ 152.112.035 POSTING OF VACATION RENTAL INFORMATION.**

(A) In each Vacation Rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:

(1) The name, address and phone number of the Vacation Rental Representative;

(2) The maximum occupancy of the Vacation Rental;

(3) A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.

(4) A sketch of the location of the off-street parking spaces;

(5) The days and times of trash pickup;

(6) The location of the nearest hospital; and

(7) The local non-emergency police phone number.

(B) A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

**ADMINISTRATION, PENALTIES, AND ENFORCEMENT**

**§ 152.112.055 ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.**

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this subchapter.

**§ 152.112.056 APPEALS.**

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within 10 days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

**§ 152.112.057 NOTICE.**

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

**§ 152.112.058 PENALTIES AND ENFORCEMENT.**

(A) Any violation of this subchapter may be punished by citation, as specifically described in Chapter 153 – Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license as provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.

(B) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

(C) *Suspension of license.*

(1) In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.

(2) For violations of the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.

(D) *Revocation of license.*

(1) The Village Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.

(2) The Village Manager shall revoke a Vacation Rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.

(3) The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the Vacation Rental license.

(E) For all purposes under this subchapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.

(F) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

## VESTING

### § 152.112.070 RENTAL AGREEMENT VESTING.

It is recognized that there are likely existing rental/lease agreements for Vacation Rentals as the time of passage of this ordinance which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

\* \* \*

**Section 3:** **Repeal.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 4: Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

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

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

The foregoing Ordinance was offered by Vice Mayor Jorge Gonzalez, who moved for its approval on first reading. This motion was seconded by Mayor Connie Leon-Kreps, and upon being put to a vote, the vote was as follows:

**THE VOTES WERE AS FOLLOW:**

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

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this 25th day of October 2016.

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	_____
Commissioner Jose Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2016.

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

ATTEST:

\_\_\_\_\_  
Yvonne Hamilton, CMC, 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:STVR-RM40 and RM-70 Zoning Districts.



## North Bay Village

Administrative Offices

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

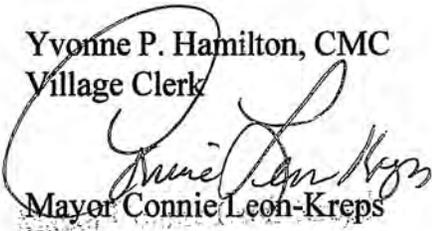
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** October 17, 2016

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

**FROM:**   
Mayor Connie Leon-Kreps

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK/ypb

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

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, DECEMBER 13, 2016** 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 ITEMS AT PUBLIC HEARINGS:

1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND READING)*
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.080 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND READING)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*
6. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(SECOND READING)*
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND 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.

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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  
*(November 28, 2016)*

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTHALIS  
*Special to the Miami Herald*

Miami Springs announced Monday that it has been awarded a \$119,600 grant from the Florida Department of Transportation for new bike paths and sidewalks. "Walking and biking in Miami Springs will be getting safer," states a city news release, which points

out that the Citywide Bicycle and Pedestrian Mobility Study and Master Plan grant was awarded by FDOT via the Miami-Dade Metropolitan Planning Organization.

"Over decades, Miami Springs has built bike paths, non-motorized mixed-use paths and sidewalks in various parts of the city, many of which are working sort of independently from each other,"

Miami Springs City Planner Chris Heid said.

The city's streets and sidewalks were laid out "pre-1950s," officials said. Since that time, there have been "significant" changes in the field of urban planning.

The grant will help Miami Springs provide alternatives to driving as well as connect to public transit routes and surrounding communities.

**OGGETTI**

**SALE!**

**DEC., 10<sup>th</sup> & 11<sup>th</sup>**

**155 SE 10th Ave, Hialeah, 33010**  
(1/2 block off NW 54th street)

**305/576-1044**

All sales final. Credit Cards Accepted.



## Staff Report Ordinance

*Amending Chapter 152, of the Zoning Code by adding Section 152.033 entitled "Government Use District" to create standards for a Government Use Zoning District.*

*Prepared for: North Bay Village,  
Commission*



# Memorandum

**From:** James G. LaRue, AICP  
**Date:** October 18, 2016  
**Subject:** Government Use District

---

Soon, the Village Commission will be reviewing architectural plans for the new Village Hall. In anticipation of that event, it is appropriate to develop a government use zoning district that will allow governmental uses. None of the existing commercial or residential zoning districts, including the current zoning district for this property (high density multifamily residential), currently allow governmental uses as a permitted use. This Government Use Zoning District, as proposed in ordinance, provides flexible setback and height requirements. The parking standards for "government offices and facilities" are already contained in Section 152.044(C)3 as follows:

One space for every 300 square feet of gross floor area, plus one space for every four seats in any public assembly area.

We are not recommending any changes to these parking standards. The proposed governmental use zoning district regulations are consistent with the Village's Public Buildings and Grounds Future Land Use category and we recommend approval of this ordinance to the Village Commission.

The proposed text changes were recommended for approval by the Planning & Zoning Board on September 6<sup>th</sup>.



**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Commission of North Bay Village has determined that a government use zoning district should be created to accommodate the development of government owned facilities; and

**WHEREAS**, the Commission of North Bay Village hereby finds and declares that the government use is consistent within the Public Buildings and Grounds Future Land Use category.

**WHEREAS**, the Commission of North Bay Village desires to ensure adequate public facilities to operate the governmental functions of North Bay Village.

**WHEREAS**, the Planning and Zoning Board has reviewed this Ordinance at a duly advertised public hearing and recommended approval of the Ordinance; and

**WHEREAS**, the Commission of North Bay Village hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

**NOW, THEREFORE, BE IT ENACTED BY THE 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. Village Code Amended.** Section 152.033 of the North Bay Village Code of Ordinances is hereby created to read as follows:

**§ 152.033 – Government use district.**

(A) Purpose and intent. The Government Use Zoning District is intended for federal, state and local government activities, transportation facilities, public facilities and utilities and other similar facilities owned or operated by government that generally serve and benefit the community.

(B) Uses permitted.

(1) Government owned facilities

(2) Government operated facilities

(C) Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions.

(D) Site development standards

(1) Minimum lot size

- a. Area: no minimum lot size
- b. Frontage: no minimum frontage

(2) Minimum yard setbacks

- a. Kennedy Causeway: 20 feet
- b. Other street frontages: 10 feet
- c. Rear: 10 feet
- d. Abutting commercial zoning district: 5 feet
- e. Abutting multi-family zoning district: 7 feet
- f. Abutting single-family zoning district: 15 feet

(3) Maximum building height: 150 feet

(4) Minimum pervious area: Fifteen percent of the total parcel

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

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

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

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

A motion to approve the foregoing Ordinance on first reading on October 25, 2016 was offered by Vice Mayor Jorge Gonzalez, seconded by Mayor Connie Leon-Kreps.

**The Votes were as follows:**

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

Words ~~stricken~~ are deletion; words added are underlined.

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

**FINAL VOTES AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**DULY PASSED AND ADOPTED** \_\_\_ day of \_\_\_\_\_ 2016.

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

**ATTEST:**

\_\_\_\_\_  
**Yvonne P. Hamilton**  
**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 Ordinance- Prohibition of Additional Charges for Tenant and Guest Parking.**



## North Bay Village

Administrative Offices

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

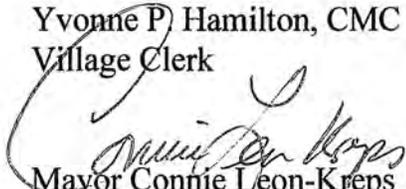
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** October 17, 2016

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

**FROM:**   
Mayor Connie Leon-Kreps

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

CLK/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
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YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
(November 28, 2016)

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTHALIS  
*Special to the Miami Herald*

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out that the Citywide Bicycle and Pedestrian Mobility Study and Master Plan grant was awarded by FDOT via the Miami-Dade Metropolitan Planning Organization.

"Over decades, Miami Springs has built bike paths, non-motorized mixed-use paths and sidewalks in various parts of the city, many of which are working sort of independently from each other,"

Miami Springs City Planner Chris Heid said.

The city's streets and sidewalks were laid out "pre-1950s," officials said. Since that time, there have been "significant" changes in the field of urban planning.

The grant will help Miami Springs provide alternatives to driving as well as connect to public transit routes and surrounding communities.

**OGGETTI**  
**SALE!**  
**DEC., 10<sup>th</sup> & 11<sup>th</sup>**

**155 SE 10th Ave, Hialeah, 33010**  
(1/2 block off NW 54th street)  
**305/576-1044**  
All sales final. Traffic Cams Noted.

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY FORMER COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, the City Commission adopted Ordinance No. 2008-19 on September 25, 2008 granting the Village Administration the authority to charge the utility customers for the cost of the increase to the Village by Miami-Dade County Water and Sewer Department for wholesale water purchase, which results in an increase in the water and sewer bills; and

**WHEREAS**, the Village Commission desires to evaluate any such future increases to make a determination as to whether or not the cost would be passed through to the Village's utility customers.

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

**Section 51.04(D) of the Village Code is amended to read as follows:**

**Section 1: Section 51.04 Minimum monthly water service charge; amount of water allowed without service charge.**

(D) Upon notification to the Village by Miami Dade County Water and Sewer Authority of an increase to its wholesale customers, the Village Manager shall so notify the Village Commission. The Village Commission shall determine if the meter rate charged under this Chapter shall be increased proportionately to the increase in the rate charged to the City Village; ~~thereby and therefore the increasing the~~ meter rate shall increase on the same percentage basis as the rate charged by Miami Dade County. Hereinafter, all increases from Miami Dade County will be proportionately assessed by the City of North Bay Village without further action from the Commission. Any increases not consistent with Miami-Dade County charges will still require Commission approval. Proper notification of the amount and reason for any such increase shall be furnished to the customers.

**Section 2:** All Ordinances or parts of Ordinance in conflict herewith be and the same are hereby repealed.

**Section 3:** This Ordinance shall take effect upon its passage in accordance with law.

**Section 4. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

**Section 5. Codification.** This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

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

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

A motion to approve the foregoing Ordinance on first reading on October 25, 2016 was offered by Vice Mayor Jorge Gonzalez; seconded by Commissioner Richard Chervony.

**The Votes** were as follows:

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

A motion to enact the foregoing Ordinance was offered by \_\_\_\_\_; seconded by \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2016.

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

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
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: Miami Dade County Wholesale Water & Sewer increase-Section 51.04(D)



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

#### North Bay Village

**DATE:** October 17, 2016

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

**FROM:**   
Dr. Richard Chervony  
Commissioner

**SUBJECT:** Introduction of Ordinance

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

RC/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
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Commissioner  
Dr. Richard Chervony

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1. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(SECOND READING)*
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.080 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
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5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*
6. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. *(SECOND READING)*
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND 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.

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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  
*(November 28, 2016)*

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTSAIS  
*Special to the Miami Herald*

Miami Springs announced Monday that it has been awarded a \$119,600 grant from the Florida Department of Transportation for new bike paths and sidewalks. "Walking and biking in Miami Springs will be getting safer," states a city news release, which points

out that the Citywide Bicycle and Pedestrian Mobility Study and Master Plan grant was awarded by FDOT via the Miami-Dade Metropolitan Planning Organization.

"Over decades, Miami Springs has built bike paths, non-motorized mixed-use paths and sidewalks in various parts of the city, many of which are working sort of independently from each other,"

Miami Springs City Planner Chris Heid said.

The city's streets and sidewalks were laid out "pre-1950s," officials said. Since that time, there have been "significant" changes in the field of urban planning.

The grant will help Miami Springs provide alternatives to driving as well as connect to public transit routes and surrounding communities.

**OGGETTI**  
**SALE!**  
**DEC., 10<sup>th</sup> & 11<sup>th</sup>**

**155 SE 10th Ave, Hialeah, 33010**  
(1/2 block off NW 54th street)  
**305/576-1044**  
All sales final. Traffic Cams accepted.

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY FORMER COMMISSIONER RICHARD CHERVONY)**

**WHEREAS**, the City Commission adopted Ordinance No. 2008-18 on September 25, 2008 granting the Village Administration the authority to charge the utility customers the cost for any increase in waste disposal rates to the Village by Miami-Dade County Solid Waste Management for disposal fees, without approval of the Commission; and

**WHEREAS**, the Village Commission desires to evaluate any such future increases and make a determination as to whether or not the cost would be passed through to the Village's solid waste customers.

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

**Section 94.18 Schedule of Waste Collection and Disposal Fees, Records to be kept.**

**Section 1:** Section 94.18(f) of the Village Code is hereby amended to read as follows:

(f) Upon notification to the Village by Miami Dade County Solid Waste Management of an increase in the waste collection and disposal fees, the Village Manager shall so notify the Village Commission. The Village Commission shall determine if the waste collection and disposal fees charged under this Chapter shall be increased proportionately to the increase in the rate charged to the City Village; thereby and therefore the increasing the rate shall increase on the same percentage basis as the rate charged by Miami Dade County. Hereinafter, all increases from Miami Dade County will be proportionately assessed by the City of North Bay Village without further action from the Commission. Any increases not consistent with Miami Dade County charges will still require Commission approval. Proper notification of the amount and reason for any such increase shall be furnished to the customers.

**Section 2:** All Ordinances or parts of Ordinance in conflict herewith be and the same are hereby repealed.

**Section 3:** This Ordinance shall take effect upon its passage in accordance with law.

**Section 4. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

**Section 5. Codification.** This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

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

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

A motion to approve the foregoing Ordinance on first reading was offered by Commissioner Richard Chervony; seconded by Vice Mayor Jorge Gonzalez.

**The Votes** were as follows:

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

A motion to enact the foregoing Ordinance was offered by \_\_\_\_\_; seconded by \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2016.

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

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
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: Miami Dade County Solid Waste Management-Waste Collection and Disposal Fees.



## North Bay Village

Administrative Offices

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

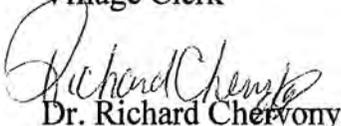
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

#### North Bay Village

**DATE:** October 17, 2016

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

**FROM:**   
Dr. Richard Chervony  
Commissioner

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE.**

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

RC/ypb

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim



### NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

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YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
(November 28, 2016)

## MIAMI SPRINGS

# \$119,600 grant awarded for new bike paths, sidewalks

BY THEO KARANTSAIS  
*Special to the Miami Herald*

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Miami Springs City Planner Chris Heid said.

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(1/2 block off NW 54th street)  
**305/576-1044**  
All sales final. Traffic Counts Noted.



## 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

#### RECOMMENDATION MEMORANDUM

**DATE:** October 10, 2016

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

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

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

**SUBJECT:** Award of Bid for Landscaping Services - RFP NBV 2016-004

#### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving a contract with VisualScape, Inc., a landscape contractor who responded to Village RFP2016-004 – Village Landscape Maintenance Services. This contract would be for an initial period of one year with the option to renew for two additional single-year periods for the same annual cost at the sole option of the Village.

#### BACKGROUND:

North Bay Village has been under contract with SFM for the past three years, and for the past seven months on a month-to-month basis. SFM was also rated highest in the responses to the RFP with an overall score of 92.75 out of a possible 100 points and with a bid price of \$86,293.66. VisualScape, on the other hand, came in at a score of 63.25 (second in the group of four responses) with a bid price of \$78,900. The cost of the contract, however, is not the overriding factor in my recommendation. Since I have been your Village Manager, SFM has been the Village's Landscape Maintenance contractor. And, since I have been here, there are continual issues concerning the level of service that SFM provides.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

It has been my experience that SFM has been in the reactive mode of service delivery rather than a proactive mode. Continually, our Public Works Director and Public Works Supervisor need to meet with SFM supervisory personnel to ‘remind’ them of their contractual obligations in an “after the fact” mode. While regular maintenance of the grounds does take place, those items above and beyond are not performed without meetings required by the Administration to go forward and follow-up to make sure it is done right. Attached, you will find a list documenting some of the ongoing issues affecting the level of the quality of service that has been provided by SFM. I believe it is in the best interest and general welfare of the Village that the landscaping contract be changed, and am thus recommending that the Commission move down to the second highest ranked firm, VisualScape, Inc., and award the Landscaping Maintenance contract to them.

**FINANCIAL IMPACT:**

Account No. 112.18.541.3138 entitled Contract Services-Grounds Maintenance budgeted at \$96,050. Amount: \$78,900 annually

**PERSONNEL IMPACT:**

There should be a savings of both the Department Director’s and Public Works Supervisor’s time in following on both contract obligations and quality of work in the field.

**CONTACT:**

Frank K. Rollason, Village Manager

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village, in accordance with applicable State and local laws, has solicited Request for Proposals (RFP) from qualified companies to perform landscaping services for the Village; and

**WHEREAS**, four (4) responses were received from E. Rodriguez Landscaping, Inc., Mitchell's Lawn, LLC, SFM Services, Inc., and VisualScape, Inc.; and

**WHEREAS**, the proposals were evaluated by a Committee consisting of Lt. Jim McCready, Detective, NBV Police Department, Mr. Danilo Caicedo, Project Manager, Stantec, Mr. David Hernandez, Community Redevelopment Agency, City of Miami (Retired), and Rodney Carrero-Santana, P.E., LEED AP, NBV Public Works Director; and

**WHEREAS**, the Evaluation Committee ranked the proposers as follows:

1. SFM Services, Inc.
2. VisualScape, Inc.
3. E. Rodriguez Landscaping, Inc.
4. Mitchell's Lawn, LLC

**WHEREAS**, the Village Manager finds that it is in the best interest of the Village to award the RFP to the #2 ranked proposer and request that the Village Commission authorize the execution of a related contract, pursuant to the scope of services and bid price outlined in RFP No. 2016-004.

**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 Proposal.** The Village Manager is authorized to enter into an agreement with VisualScape, Inc. at a cost of \$78,900 (Account No. 112.18.541.3138)-Contract Services-Ground Maintenance) annually and pursuant to the scope of services outlined in RF P No. 2016-004 proposal, subject to the approval as to form and legality by the Village Attorney.

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

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

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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

Administrative Offices

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

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

### MEMORANDUM

#### North Bay Village

**DATE:** October 18, 2016

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

**FROM:** Frank K. Rollason  
Village Manager 

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; 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  
Andreana Jackson

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices

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

### MEMORANDUM

**DATE:** September 16, 2016

**TO:** Frank K. Rollason  
Village Manager

**FROM:** Rodney Carrero-Santana, P.E., LEED AP  
Public Works Director, North Bay Village

**SUBJECT:** Evaluation Proposal Meeting – RFP No. NBV 2016-004; Village  
Landscape Maintenance Services

---

On September 12, 2016, a bid was received at North Bay Village for the referenced project. The evaluation committee met on September 14, 2016 at 2:30 PM to evaluate the bid. The committee was composed of the following professionals:

1. Lt. Jim Mcready, Detective, Police Department, North Bay Village.
2. Mr. Danilo Caicedo, Project Manager, Stantec.
3. Mr. David Hernandez, Community Red. Agency, City of Miami (Retired).
4. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village who served as an evaluation committee chair.

Four companies submitted for consideration. These were: Mitchell's Lawn, LLC., E. Rodriguez Landscaping, Inc.; VisualScape, Inc.; and SFM Services, Inc.

After having evaluated the proposals that some of the companies submitted had some informalities in the proposal package as follows:

1. Mitchell's Lawn Company did not submit all of the required forms documentation, as required in the RFP.
2. E. Rodriguez Landscaping, Inc. did not submit the acknowledgement sheet for Addendum #2, as required in the RFP.
3. VisualScape, Inc. did not submit the documentation that demonstrates the financial ability to perform this contract, as required in the RFP.

Besides the informalities previously stated the proposers met the mandatory elements of Section 6 of the RFP. The packages were found generally to be compliant with the intent of the requisites in the RFP.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim

The proposal evaluation points for each contractor are as follows:

<b>Ranking</b>	<b>Bidder</b>	<b>Total Eval. Points Max 100</b>	<b>A- Expert &amp; Exper. Points Max 50</b>	<b>B- Resp. of Ref. Points Max 25</b>	<b>C- Cost Points Max 25</b>	<b>Price Average</b>
4	Mitchell's Lawn, LLC.	12.25	8.25	2.00	2.00	\$126,494.50
3	E. Rodriguez Landscaping, Inc.	53.75	24.50	9.00	20.25	\$70,583.19
2	VisualScape, Inc.	63.25	23.50	17.25	22.50	\$78,900.00
1	SFM Services, Inc.	92.75	48.75	23.50	20.50	\$86,293.66

Therefore, out of a total of 100 points the highest ranked proposer, SFM Services, Inc., achieved 92.75 points.

The Technical Review Committee recommends that it is in the best interest of the Village that the Village Manager exercise the authority pursuant to Section 36.25 (N) (1) of the Village Code to negotiate the best terms and conditions with the responsive bidders or proposers. The reasons for these negotiations are stipulated above. Should the Village Manager choose to exercise his authority, we recommend that the bid be accepted, and a negotiation with SFM Services, Inc. be ensued.

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village.

Row	Bidder	Eval Criteria											
		50				25				25			
		DA	JM	DC	RC	DA	JM	DC	RC	DA	JM	DC	RC
1	SFM - Total = 92.75 \$ 84,591.00; \$ 86,282.00; \$ 88,008.00	50	46	50	49	25	20	24	25	20	17	21	24
		48.75				23.5				20.5			
3	E. Rodriguez - Total = 53.75 \$ 68,920; \$ 70,380.70; \$ 72,448.86	25	30	28	20	7	3	16	10	23	20	18	20
		24.50				9.00				20.25			
4	Mitchell - Total = 12.25 \$ 123,998; \$ 126,477.96; \$ 129,007.52	10	5	10	8	5	0	3	0	5	0	3	0
		8.25				2.0				2.0			
2	VisualScape - Total = 63.25 \$ 78,900.00; \$ 78,900.00; \$ 78,900.00	35	25	24	20	18	18	18	15	23	23	23	23
		23.50				17.25				22.5			

Average

**LABOR READY.**

Rodney Carrero

Chair

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NYSE: TRLB





Technical Evaluation Review Form

NBV RFP 2016-004

Mitelli's Law

Bid Name & #	Bidder Name	
Bonds	Y	N
(D) (7) - Bonds.		
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:		
1) A bid guarantee equal to five percent of the bid price;		
2) A performance bond for 100 percent of the contract price; and		
3) A payment bond for 100 percent of the contract price.		
b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.		
Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards		
SUBCONTRACTORS, ETC.		
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work		
BID FORM		
TOTAL BID AMOUNT (South Side only)		
TRENCH SAFETY		
QUALIFICATION REQUIREMENTS		
constructed at least three (3) similar projects in the last five (5) year period		
Addenda		
BID SECURITY/Bond Form		
PUBLIC ENTITY CRIMES Form		
Additional Criteria		

	Y	N
Tab 1 Prop Sig, Sect 6, Form 1, 2, 3, 4, 5, 6, 7, 8, 9	✓	
Tab 2		
Tab 3		
Tab 4		
Tab 5		
Tab 6	✓	
Tab 7		
Tab 8		
Tab 9		
Tab 10	✓	
Tab 11		
Tab 12	✓	
Tab 13		
Addendum 1, 2	✓	

yr 1 P 123, 998

yr 2 \$126, 477.96

yr 3 \$129, 007.92

Technical Evaluation Review Form

NBV RFD 2016-004

R. Rodriguez

Bid Name & #	Bidder Name
Bonds	Y N
(D) (7) - Bonds.	
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	
1) A bid guarantee equal to five percent of the bid price;	
2) A performance bond for 100 percent of the contract price; and	
3) A payment bond for 100 percent of the contract price.	
b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.	
Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards	
SUBCONTRACTORS, ETC.	N/A
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	
BID FORM	✓
TOTAL BID AMOUNT (South Side only)	
TRENCH SAFETY	N/A
QUALIFICATION REQUIREMENTS	
constructed at least three (3) similar projects in the last five (5) year period	
Addenda	
BID SECURITY/Bond Form	N/A
PUBLIC ENTITY CRIMES Form	
Additional Criteria	

Tab 1	Form I, Sect. 6	Y	N
Tab 2		✓	
Tab 3		✓	
Tab 4		✓	
Tab 5		✓	
Tab 6	Form 3	✓	
Tab 7	Form 4	✓	
Tab 8		✓	
Tab 9		✓	
Tab 10	Says End 2016 - we are not there yet	✓	
Tab 11		✓	
Tab 12		✓	
Tab 13	Form 2, Form 9, Form 5, <sup>Add 4 min</sup> Form 10, Form 7, Form 8	✓	

yr 1 - \$68,920 ; \$70,385.70 ; \$72,448.86

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Tim Mcready

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a TrueBlue company  
NYSE Symbol: TRL



*E. P. ...*

Bid Name & #	Bidder Name
Bonds	Y N
(D) (7) - Bonds.	
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	
1) A bid guarantee equal to five percent of the bid price;	
2) A performance bond for 100 percent of the contract price; and	
3) A payment bond for 100 percent of the contract price.	
b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.	
Standard General Conditions of the Construction Contract, EJDC C-700 (2007 Edition) meets standards	
SUBCONTRACTORS, ETC.	
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	
BID FORM	
TOTAL BID AMOUNT (South Side only)	
TRENCH SAFETY	
QUALIFICATION REQUIREMENTS	
constructed at least three (3) similar projects in the last five (5) year period	
Addenda	
BID SECURITY/Bond Form	
PUBLIC ENTITY CRIMES Form	
Additional Criteria	

*FINANCE ? 400 12-31-16*  
*EXPERIENCE 1000 PUGH AT WAY*  
*68 290 LOWEST*

VISUAL SCAPE

Bid Name & #	Bidder Name
Bonds	Y N
(D) (7) - Bonds.	
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	
1) A bid guarantee equal to five percent of the bid price;	
2) A performance bond for 100 percent of the contract price; and	
3) A payment bond for 100 percent of the contract price.	
b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.	
Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards	
SUBCONTRACTORS, ETC.	
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	
BID FORM	
TOTAL BID AMOUNT (South Side only)	
TRENCH SAFETY	
QUALIFICATION REQUIREMENTS	
constructed at least three (3) similar projects in the last five (5) year period	
Addenda	
BID SECURITY/Bond Form	
PUBLIC ENTITY CRIMES Form	
Additional Criteria	

Bonds ?  
~~W. C. ...~~

GFM

Bid Name & #	Bidder Name
Bonds	Y      N
(D) (7) - Bonds.	✓
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	✓
1) A bid guarantee equal to five percent of the bid price;	✓
2) A performance bond for 100 percent of the contract price; and	✓
3) A payment bond for 100 percent of the contract price.	✓
b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.	✓
Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards	✓
SUBCONTRACTORS, ETC.	
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	✓
BID FORM	✓
TOTAL BID AMOUNT (South Side only)	✓
TRENCH SAFETY	✓
QUALIFICATION REQUIREMENTS constructed at least three (3) similar projects in the last five (5) year period	✓
Addenda	
BID SECURITY/Bond Form	✓
PUBLIC ENTITY CRIMES Form	✓
Additional Criteria	

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David Hernandez

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**TrueBlue** company  
AECOM



Mitchell

1) A YES - 100  
B YES - 100  
C YES -  
E YES -

2 YES  
YES

3) Minimal Exp. in Right-of-Way - 100 Historist -  
on Road - 10 ~~10~~

b) 10

c) 0 - High Bid

S.F. M.

A - 50  
~~25~~ 25  
20  
Excellent in Flight-Exp.  
Excellent in ~~Exp~~ Excellent  
2<sup>nd</sup> PLACE Bid Cost + 98,000

---

E. Rodriguez

A) 25 - Minimum Exp. In Flight way  
IN GOVERNMENT WORK

B) ~~7~~ 7 Financial of OFF is

C) 25 LOWEST Bid + 68,000

# Visual Slope

78,000 Bid

- A) Exp. Experience 2011 - To Present 35
- B) Response / Ref - ~~20~~ 18
- C) Cost \$ low (2) lowest 20 23

*M. Tobolsky*

Bid Name & #	Bidder Name
Bonds	Y N
(D) (7) - Bonds.	
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	
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b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.	
Standard General Conditions of the Construction Contract, EJDC C-700 (2007 Edition) meets standards	
SUBCONTRACTORS, ETC.	
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	
BID FORM	
TOTAL BID AMOUNT (South Side only)	
TRENCH SAFETY	
QUALIFICATION REQUIREMENTS	
constructed at least three (3) similar projects in the last five (5) year period	
Addenda	
BID SECURITY/Bond Form	
PUBLIC ENTITY CRIMES Form	
Additional Criteria	

*#17241 - 124000 - C/VEP SOME MORE THAN*

*VISUAL / SFMA*

*NO C/VEP COMMITMENT EXP*

*NO FOLD*

Technical Evaluation Review Form

Bid Name & #	Bidder Name
Bonds	Y N
(D) (7) - Bonds.	
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	
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3) A payment bond for 100 percent of the contract price.	
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Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards	
SUBCONTRACTORS, ETC.	
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	
BID FORM	
TOTAL BID AMOUNT (South Side only)	
TRENCH SAFETY	
QUALIFICATION REQUIREMENTS constructed at least three (3) similar projects in the last five (5) year period	
Addenda	
BID SECURITY/Bond Form	
PUBLIC ENTITY CRIMES Form	
Additional Criteria	

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Daniela Carcedo

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TrueBlue company  
NYSE Symbol: TB



Ukradit

$$\frac{a}{4} \quad \frac{35 + 25 + 14 + 20}{4} = 23.5 \text{ (a)}$$

$$\frac{c}{4} \quad \frac{23 + 23 + 23 + 21}{4} = 22.5 \text{ (c)}$$

$$\frac{b}{4} \quad \frac{18 + 18 + 18 + 15}{4} = 17.25$$

$$\boxed{z = 17.25}$$

SHEET 40%

$$\text{SF. } a/4 = \frac{50 + 46 + 50 + 49}{4} = 48.75$$

$$b/4 = \frac{50 + 20 + 24 + 25}{4} = 29.5$$

$$c/4 = \frac{20 + 17 + 21 + 24}{4} = 20.5$$

$$\Delta E = \underline{\underline{22.7}}$$

Pod,

$$a/4 = \frac{20 \times 30 + 28 + 20}{4} = 24.5$$

$$b/4 = \frac{7 + 3 + 16 + 10}{4} = 9.0$$

$$c/4 = \frac{23 \times 20 + 18 + 20}{4} = 10.25$$

$$\Delta E = \underline{\underline{23.75}}$$

$$\text{MIT. } a/4 = \frac{10 + 5 + 10 + 8}{4} = 8.25$$

$$b/4 = \frac{5 + 0 + 3 + 0}{4} = 2 \quad \Delta E = \underline{\underline{12.25}}$$

$$c/4 = \frac{5 + 0 + 3 + 0}{4} = 2$$

730<sup>R</sup>

E. RODRIGUEZ CONSULTING INC

Bid Name & #	Bidder Name
2016 004	
Bonds	Y N
(D) (7) - Bonds.	✓
a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:	
1) A bid guarantee equal to five percent of the bid price;	
2) A performance bond for 100 percent of the contract price; and	
3) A payment bond for 100 percent of the contract price.	✓
b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.	✓
Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards	
<del>SUBCONTRACTORS, ETC.</del>	
List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work	
BID FORM	
TOTAL BID AMOUNT (South Side only)	
TRENCH SAFETY	
QUALIFICATION REQUIREMENTS	
constructed at least three (3) similar projects in the last five (5) year period	
Addenda	
BID SECURITY/Bond Form	
PUBLIC ENTITY CRIMES Form	
Additional Criteria	

ASPER.  
3 a / 38  
 b 18  
 e 18

HITCHEDL'S LEWIN LLC

RFP	Bid Name & #	2016 004	Bidder Name	
	Bonds		Y	N
	(D) (7) - Bonds.			<input checked="" type="checkbox"/>
	a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:			
	1) A bid guarantee equal to five percent of the bid price;			
	2) A performance bond for 100 percent of the contract price; and			
	3) A payment bond for 100 percent of the contract price.			
	b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.			
	Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards			
	SUBCONTRACTORS, ETC.			
	List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work			
	BID FORM			
	TOTAL BID AMOUNT (South Side only)			
	TRENCH SAFETY			
	QUALIFICATION REQUIREMENTS			
	constructed at least three (3) similar projects in the last five (5) year period			
	Addenda			
	BID SECURITY/Bond Form			
	PUBLIC ENTITY CRIMES Form			
	Additional Criteria			

#3 a. = DIONIS provide  
 b = 3  
 c = 3

79<sup>R</sup>

Visual Scope:

RFP	Bid Name & #	2016 004	Bidder Name
	Bonds		Y N <input checked="" type="checkbox"/>
	(D) (7) - Bonds.		
	a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:		
	1) A bid guarantee equal to five percent of the bid price;		
	2) A performance bond for 100 percent of the contract price; and		
	3) A payment bond for 100 percent of the contract price.		
	b) All other contracts. The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.		
	Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) meets standards		
	SUBCONTRACTORS, ETC.		
	List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work		
	← BID FORM		
	TOTAL BID AMOUNT (South Side only)		
	TRENCH SAFETY		
	QUALIFICATION REQUIREMENTS		
	constructed at least three (3) similar projects in the last five (5) year period		
	Addenda		
	BID SECURITY/Bond Form		
	PUBLIC ENTITY CRIMES Form		
	Additional Criteria		

3. a. 304

b. 18

c. 20

Exp.  
Def.  
Cost.

18812

SFM SERVICES, INC.

RFP.	Bid Name & #	2016 004	Bidder Name
	Bonds		Y N
	(D) (7) - Bonds.		
	a) Construction contracts greater than \$50,000.00. For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:		
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	SUBCONTRACTORS, ETC.		
	List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work		
	<del>BID FORM</del>		
	TOTAL BID AMOUNT (South Side only)		
	TRENCH SAFETY		
	QUALIFICATION REQUIREMENTS		
	constructed at least three (3) similar projects in the last five (5) year period		
	Addenda		
	BID SECURITY/Bond Form		
	PUBLIC ENTITY CRIMES Form		
	Additional Criteria		

As per \$ .25

#3 250,  
#24,  
#21.

# List of E-mails 10/10/16

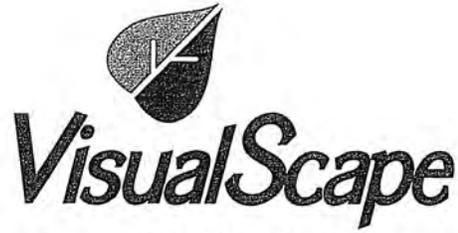
---

1. Continuation of Month to Month Landscaping Services by SFM Services Inc 021716
2. Dead plants at Habor Island 052716
3. FW additional palm maintenance NBI 050916
4. FW East West Drive Proposal 022616
5. FW From FB 030916
6. FW Intersection of Hispanola and North Treasure 070116
7. FW N B Village fertilizer 8-2-12 PALM 070616
8. FW NBI SFM Landscape Proposal 062716
9. FW NBI SFM Landscape Proposal 070516
10. FW TOT LOT on Galleon Street 030915
11. FW Tree Trimming for Hurricane Season 042816
12. FW Vogel Park Fire Ants 031315
13. Fwd Dead Tree Replacement - Bulbout-7517 Mutiny Av 042516
14. Fwd Harbor island Bulb-out Maintenance 062116
15. Fwd Not Good enough graffiti 060315
16. Harbor island Bulb-out Maintenance 062216
17. Magnesium Treatment at crown and Base of Palm Trees 050115
18. NBV Items and Hurricane Season 041816
19. NBV Vogel Park Sod 090216
20. North Bay Island Installation 071216
21. pending items from 11 12 15 meeting 112015
22. Pirates alley needs trimming 032415
23. Pressure Cleaning of Streets 060316
24. RE 1881 South Treasure Drive Tree Removal Quote 041615
25. RE additional palm maintenance NBI 050916
26. Re Additional palm tree trimming 062116
27. RE City Clerk 072816
28. RE Dead Bottle Palm at North Bay Island Entrance 072116
29. RE Dead plants at Habor Island 061516
30. RE From FB 031216
31. Re North Bay Village Pending items 051816
32. RE North Bay Village Pending items 052316
33. RE Phillip Schonberger Park
34. Re PLANTERS ON EAST AND WEST DRIVE HARBOR ISLAND 042716
35. RE Pressure Cleaning of Streets 060816
36. RE Pressure Cleaning of Streets 061516
37. RE Pressure Cleaning of Streets 061616
38. RE Progress Meeting 082415
39. RE Residents Concerns 051815
40. RE sprinkler gone berserk 7810 Miami View 080415
41. Re Tree Trimming 052015

# List of E-mails 10/10/16

---

- 42. RE Tree Trimming for Hurricane Season 050616
- 43. Roebelini Palm 091416
- 44. SFM Progress Meeting 04 21 16
- 45. Shell Gas Station foliage removal & Maintenance Contract 012516
- 46. Sidewalk Pressure Cleaning North Bay Village 061616
- 47. Teleconference Meeting Minutes 072716
- 48. Tree Trimming for Hurricane Season 042516
- 49. Vogel Park 051716



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

\*



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

**Village Landscaping Maintenance Services**  
**RFP 2016-004**

 **COPY**



**2011 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# V48861

**FILED**  
**Feb 11, 2011**  
**Secretary of State**

**Entity Name:** VILA AND SON TREE FARMS, INC.

**Current Principal Place of Business:**

20451 SW 216 STREET  
MIAMI, FL 33170 US

**New Principal Place of Business:**

**Current Mailing Address:**

20451 S.W. 216 STREET  
MIAMI, FL 33170 US

**New Mailing Address:**

**FEI Number:** 65-0349370      **FEI Number Applied For ( )**      **FEI Number Not Applicable ( )**      **Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

KESHEN, NELSON C  
9155 SO DADELAND BLVD  
PH-1, 1718  
MIAMI, FL 33156 US

**Name and Address of New Registered Agent:**

LEAL, RICARDO L  
20451 SW 216 ST  
MIAMI, FL 33170 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: RICARDO LEAL

Electronic Signature of Registered Agent

02/11/2011

Date

**OFFICERS AND DIRECTORS:**

Title: P  
Name: CARLOS VILA, JUAN  
Address: 20451 SW 216 STREET  
City-St-Zip: MIAMI, FL 33170

Title: VP  
Name: VILA, IVAN  
Address: 20451 SW 216 STREET  
City-St-Zip: MIAMI, FL 33170

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JUAN CARLOS VILA

Electronic Signature of Signing Officer or Director

P

02/11/2011

Date

1	PROPOSAL SIGNATURE PAGE
2	STATEMENT OF QUALIFICATIONS
3	PRELIMINARY SCOPE OF SERVICES
4	ABILITY TO MEET THE PROJECT SERVICES
5	EXPERIENCE
6	STAFF
7	REFERENCES
8	GOVERNMENTAL AGENCIES REFERENCES
9	LITIGATIONS
10	FINANCIALS
11	ADDITIONAL SERVICES RATES
12	INSURANCE



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 1

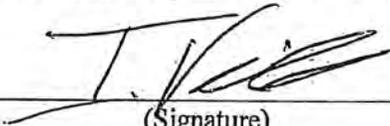
# PROPOSAL SIGNATURE PAGE

**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 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:  9/8/2016  
(Signature) (Date)  
Name: Ivan Vila  
Title: President (printed)  
Company: \_\_\_\_\_ (Legal  
Registration) VisualScape Inc.

**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: 15980 NW 117 Ave  
City: Miami State: FL  
Zip Code: 33018  
Telephone No. 305-362-2404  
FAX No. 305-362-2403  
E-MAIL: IVila@visualscapeinc.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.

**SECTION 6- TERM OF AGREEMENT AND COMPENSATIONS**

The term of this Agreement shall be three (3) calendar years from the date of Village's approval and shall be compensated for the total annual sum of \$ 78,900.00.  
(to be typed in by bidder)

Payment to be processed by the Village on a monthly basis upon receipt of contractor's invoice.

The Village shall review the Contractor's performance each year on the anniversary of the date of the Village approval.

Village reserves the right to terminate contract after a thirty (30) day notice sent via certified mail.

**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing the total costs for the Village for landscaping maintenance services as described in this request for proposals scope of services. The total cost is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. If the Village acquires additional land during the time of any of the below contracts, the Village and vendor will negotiate the cost of the additional services requested.

Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<u>TOTAL COST FOR 1ST YEAR CONTRACT</u>	\$ 78,900.00
<u>TOTAL COST FOR 2<sup>ND</sup> YEAR CONTRACT</u>	\$ 78,900.00
<u>TOTAL COST FOR 3<sup>RD</sup> YEAR CONTRACT</u>	\$ 78,900.00

Taxpayer 45-2599402 Identification \_\_\_\_\_ Number: \_\_\_\_\_

BIDDER: VisualScape Inc. \_\_\_\_\_  
(Company Name)

  
\_\_\_\_\_  
(Signature of Authorized Representative)

Ivan Vila \_\_\_\_\_  
(Printed Name and Title)



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

1.

n/a

2.

7. Licenses:

a. County or Municipal Occupational License No.

7130750, 7478421

(Attach Copy)

b. Occupational License Classification:

Services, Specialty Building Contractor

c. Occupational License Expiration Date:

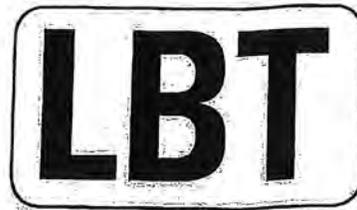
September 30, 2017

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

45-2599402

012315

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



6856166

**BUSINESS NAME/LOCATION**  
VISUALSCAPE INC  
15980 NW 117 AVENUE  
MIAMI FL 33018

**RECEIPT NO.**  
**RENEWAL**  
**7130750**

**EXPIRES**  
**SEPTEMBER 30, 2017**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
VISUALSCAPE INC  
C/O IVAN C VILA  
Employee(s) 10

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$75.00 07/13/2016  
CREDITCARD-16-039964

*This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.*

*The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.*

*For more information, visit [www.miamidadegov/taxcollector](http://www.miamidadegov/taxcollector)*

016256

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



7196149

**BUSINESS NAME/LOCATION**  
VISUALSCAPE INC  
15980 NW 117 AVE  
MIAMI FL 33018

**RECEIPT NO.**  
**RENEWAL**  
**7478421**

**EXPIRES**  
**SEPTEMBER 30, 2017**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
VISUALSCAPE INC  
C/O IVAN C VILA PRES  
Worker(s) 10

**SEC. TYPE OF BUSINESS**  
196 SPECIALTY BUILDING CONTRACTOR  
SCC131151702

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$75.00 07/13/2016  
CREDITCARD-16-039964

*This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.*

*The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.*

*For more information, visit [www.miamidadegov/taxcollector](http://www.miamidadegov/taxcollector)*



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

VILA, IVAN C  
VISUALSCAPE, INC  
15980 NW 117TH AVE  
MIAMI FL 33018

Congratulations! With this license you become one of the nearly one 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](http://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

SCC131151702 ISSUED: 07/10/2016

CERTIFIED SPECIALTY CONTRACTOR  
VILA, IVAN C  
VISUALSCAPE, INC  
IRRIGATION SPECIALTY CONTRACTOR

IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1607100001800

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
SCC131151702

The IRRIGATION SPECIALTY CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

VILA, IVAN C  
VISUALSCAPE, INC  
15980 NW 117TH AVE  
MIAMI FL 33018



ISSUED: 07/10/2016

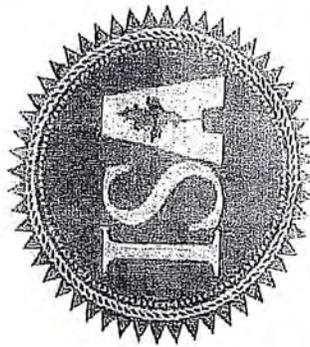
DISPLAY AS REQUIRED BY LAW

SEQ # L1607100001800

**INTERNATIONAL SOCIETY OF ARBORICULTURE  
CERTIFIED ARBORIST™**

**Ivan Carlos Vila**

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director  
International Society of Arboriculture

*Skiera*

Certification Board, Chair  
International Society of Arboriculture

FL-6787A	Nov 07, 2015	Dec 31, 2018
Certification Number	Certified Since	Expiration Date



The Florida Nursery, Growers & Landscape Association  
*Confers on*

**Adrian Rivero C39 00323**

*The Title of*  
**FNGLA Certified Landscape Contractor (FCLC)**

Expiration Date: March 31, 2019  
Certified Since: January 2006

*Billy Butterfield*

Billy Butterfield, FNGLA President

*Merry Mott*

Merry Mott, FNGLA Certification Director

**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that VisualScape Inc. 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)                      Ivan Vila  
\_\_\_\_\_  
Print Name    President  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date    9/8/2016  
\_\_\_\_\_

Witness my hand and official notary seal/stamp at VisualScape Inc. - Miami the day and year written above

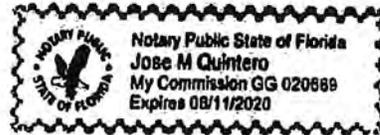
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ivan Vila as President, of VisualScape Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of VisualScape Inc 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 8 day of September, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:





## North Bay Village

Administrative Offices

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

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

*Addendum 1*  
*Issued on September 6, 2016*

VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

**Notice to all Bidders:**

1. Question:  
Can you provide the yards of mulch for the city landscaping proposal? Page 21 section H

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

2. Question:  
Can you provide on average the amounts of plants used historically in the past for replacement or any info on Section G on page 20?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

3. Question:  
What is the tree count or can you provide information on section D on page 20 from past services?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services.**

4. Question:  
Irrigation repairs are to be included up to 1"inch pipe? Page 21 section G.

**ANSWER:** Up to 2" inch pipe with associated fittings and labor. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.

5. Question:  
Confirm 24 cut mow schedule. Page 18 section A.

**ANSWER:** The Village recommends following the schedule shown in the RFP or every two weeks, whichever is shorter at the discretion of the Village.

6. Question:  
What are the exact boundaries? We were just told the Causeway & the 3 islands. Is it possible to be given more definitive boundaries?

**ANSWER:** Using as a reference the picture in the RFP, the east most end bent of the first concrete bridge is the western Village limit. Proceeding east bound up to the west most end bent of the last bridge is the eastern limit of the Village.

7. Question:  
Is it at all possible to be given a count of palms, annuals, mulch bags, or acreage of grass?

**ANSWER:** No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.

8. Question:  
I was actually wondering if this was previously bid out & if so, what was it bid at?

**ANSWER:** The scope of work from the previous bid has substantially changed, therefore it does not compare and the previous bid amount is not applicable.

9. Question:  
Page 18 – Mowing: There is a typo on the months of service. February service is missing. Can you please clarify, and provide exact number of services requested per year?

**ANSWER:** The month of February should be included. The paragraph should read as follows:

▪ **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, February, March and April.

10. Question:  
Page 19 – Raking: States that use of leaf blowers is prohibited. Is this correct? Please confirm. Also, can you provide copy of City’s noise ordinance.

**ANSWER:** The use of leaf blowers will not be allowed. The noise ordinance is attached to this Addendum.

11. Question:  
Page 20 – Plantings/Replacement: Need to know quantity of seasonal plants included in this replacement program otherwise it’s not an apples to apples comparison.

**ANSWER:** The Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services or as directed by the Village.

12. Question:  
Page 21 – Mulching: No frequency of mulch application listed. Please clarify.

**ANSWER:** The Village does not have the frequency amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services. In addition, the bidder should provide a minimum of 2” of mulch per application or as directed by the Village.

13. Question:

Page 22 – North Bay Island: First paragraph talks about maintaining trees, shrubs, and hedges within any public right of way on the island. Does this include the “undefined” right of way/swale in front of resident homes? Please clarify this with more specifics.

**ANSWER:** In North Bay Island, the Village right-of-way is approximately 25 feet from the roadway centerline on both sides. Any vegetation that encroaches on the right-of-way needs to be maintained.

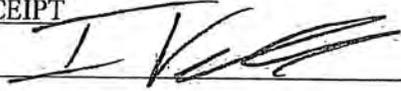
14. Question:

Is a performance bond required?

**ANSWER: YES, IT IS MANDATORY.**

PROOF OF RECEIPT

**Recipient Signature:**



**Print Name:**

Ivan Vila

**Company:**

VisualScape Inc.

**Date:**

9/8/2016

**SUBMIT WITH RFP RESPONSE**

Chapter 96

**NUISANCES, NOISE**

**General Provisions**

- § 96.01 Amusement rides and carnival equipment prohibited.
- § 96.02 Odors, disturbing noise, and the like prohibited.

**Noise Restrictions**

- § 96.10 Excessive or unusual noises prohibited.
- § 96.11 Music.
- § 96.12 Bells, sirens, horns, and the like.
- § 96.13 Soft-drink stands or restaurants.
- § 96.14 Discharge of guns, firecrackers, and the like.
- § 96.15 Construction activity.
- § 96.16 Blowers, fans, and engines.
- § 96.17 Motorboats to have mufflers.
- § 96.18 Motor vehicle burglar alarms.

**GENERAL PROVISIONS**

**§ 96.01 Amusement rides and carnival equipment prohibited.**

(A) The operation or maintenance of any merry-go-round, Ferris wheel, roller coaster, whip, pony ride or pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village shall, for the purpose of this section be deemed a nuisance detrimental to the health, convenience, comfort, welfare, and safety of the citizens of the Village and the creation of such a nuisance is hereby declared to be unlawful.

(B) It shall be unlawful for any person to operate, maintain, or permit any merry-go-round, Ferris wheel, roller coaster, whip, pony ride, pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village.

(1964 Code, § 13-2; Ord. 122, passed 5-1-57; Am. Ord. 143, passed 12-10-58)

*Cross reference*—General penalty for Code violations, § 10.99.

**§ 96.02 Odors, disturbing noise, and the like prohibited.**

Whoever, in the Village, shall commit, or shall aid, abet, or assist another in maintaining any

source or cause of noxious odor or of any loud disturbing noise or other nuisance, or causing the same to exist, shall be guilty of an offense against the Village.

(1964 Code, § 13-7(z))

*Cross reference*—General penalty for Code violations, § 10.99.

**NOISE RESTRICTIONS**

**§ 96.10 Excessive or unusual noises prohibited.**

It shall be unlawful to make any loud, unnecessary, excessive, or unusual noise in the Village. (1964 Code, § 13-8(1); Ord. 198, passed 7-19-67)

*Cross reference*—General penalty for Code violations, § 10.99.

**§ 96.11 Music.**

(A) Operation of radios, phonographs, or other sound-making devices, bands, orchestras, and musicians. It shall be unlawful for any person owning, occupying or having charge of any building or premises or any part thereof, in the Village, at any time to cause or suffer or allow any loud, unnecessary, excessive, or unusual noises in the operation of any radio, phonograph, or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician, or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician, or group of musicians, where the noise or music is plainly audible at a distance of 100 feet from the building, structure, vehicle, or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance of 100 feet from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section. (1964 Code, § 13-8(z))

(B) Hours of operation of juke boxes and radios.

(1) It shall be unlawful for any person owning, occupying, or having charge of any

business establishment, or any part thereof, in the Village to cause or suffer to cause the playing or operating of music boxes, juke boxes, radios, musical instruments, or any other musical devices on or about the premises between the hours of 11:00 p.m. and 7:00 a.m. the following day; unless such music boxes, juke boxes, radios, musical instruments, and other devices are played or operated in a closed building and the sound is not audible from outside the building so as to disturb the quiet, comfort, or repose of persons in any dwelling, hotel, or other type of residence.

- (2) On a second conviction of this division, the municipal judge may, at his discretion, revoke and terminate any license issued by the Village to the licensee.

(1964 Code, § 13-8(3); Ord. 198, passed 7-19-67)

**Cross reference**—General penalty for Code violations, § 10.99.

#### § 96.12 Bells, sirens, horns, and the like.

(A) It shall be unlawful for any person to ring any hand bell, beat, or strike any pan, pail, or other like article, or sound any gong or blow any whistle or horn, or other than musical instrument when used as part of a band of music or orchestra, except to give necessary signals on a motor vehicle, motorcycle, bicycle, or similar vehicle, or to cry out the sale of goods, wares, or merchandise; or to make, aid, continue, or encourage or assist in making any other loud or unusual noises on the streets of the Village.

(1964 Code, § 13-8(4))

(B) It shall be unlawful for any person to carry or use on any vehicle any gong or siren whistle similar to that used on ambulances or vehicles of the police and fire divisions.

(1964 Code, § 13-8(7); Ord. 198, passed 7-19-67)

#### § 96.13 Soft-drink stands or restaurants.

It shall be unlawful to blow, ring, or sound any automobile horn, chime, or bell on or about premises used in conjunction with the operation of any barbecue or soft-drink stand or restaurant where such barbecue or soft-drink stand or restaurant

premises shall be located within a distance of 100 feet from improved residential property, unless such blowing, ringing, or sounding shall be necessary for the protection of life or property.

(1964 Code, § 13-8(5); Ord. 198, passed 7-19-67)

**Cross reference**—General penalty for Code violations, § 10.99.

#### § 96.14 Discharge of guns, firecrackers, and the like.

It shall be unlawful to fire or discharge squibs, firecrackers, or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except on proclamation or by written permission of the Village Manager.

(1964 Code, § 13-8(6); Ord. 198, passed 7-19-67; Ord. No. 2011-06, § 4, 11-8-11)

**Cross reference**—General penalty for Code violations, § 10.99.

#### § 96.15 Construction activity.

(A) It shall be unlawful for any person to conduct any new building construction operations on Saturdays and Sundays except in case of emergency as defined in division (B) below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by loud or unusual noise, except in case of emergency as defined in division (B) below.

(B) For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.

"Emergency." Any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.

(C) The Village Manager is empowered to determine and declare that an emergency condition exists within the definition contained in division

(B) above and authorize the construction activity at times other than allowed herein only as is necessary to meet the emergency.

(1964 Code, § 13-8(8); Ord. 198, passed 7-19-67; Am. Ord. 83-18, passed 9-28-83; Am. Ord. 84-07, passed 8-28-84)

Cross reference—General penalty for Code violations, § 10.99.

**§ 96.16 Blowers, fans, and engines.**

It shall be unlawful to operate or cause to be operated any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that the same shall not cause annoyance to the public or disturb the rest and quiet of persons residing or occupying property near enough thereto to be annoyed by the unmuffled blower, fan, or exhaust of any such engine.

(1964 Code, § 13-8(9); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

**§ 96.17 Motorboats to have mufflers.**

It shall be unlawful for any person to operate, or for the owners of any motorboat or outboard motorboat to permit same to be operated upon any river, bay or waterway in the Village, unless such motorboat or outboard motorboat is equipped with an adequate muffler, which muffler shall not be open or cutout while the boat is being operated. However, in the case of a sanctioned race, permission may be granted by the Village Manager to operate motorboats without mufflers.

(1964 Code, § 13-8(10); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

**§ 96.18 Motor vehicle burglar alarms.**

(A) Definition. The following term shall have the following meaning for purposes of this section:

"Alarm system" shall mean a motor vehicle siren or horn alarm system contained in or appurtenant to a motor vehicle, designed to activate and sound in the event of a break in or attempted invasion of the vehicle.

(B) It shall be unlawful for any motor vehicle equipped with an alarm system to activate and emit a siren or horn noise, audible at the distance of 100 feet intermittently or continuously within a period in excess of 15 minutes between the hours of 11:00 p.m. and 7:00 a.m.

(C) Any person who owns or has custody of any such offending motor vehicle shall be deemed in violation of this section and upon the first occurrence, receive a warning that a subsequent occurrence within 120 days shall result in enforcement action under Chapter 153 and subject to a civil penalty of up to \$100.00.

(D) Any duly designated law enforcement officer and code enforcement officer is authorized and empowered to enter without force upon private property in order to detect and issue a citation and/or notice of violation to and upon any person who violates the provisions of this section.  
(Ord. No. 93-12, § 1, 10-12-93)



## North Bay Village

Administrative Offices

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

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

### *Addendum 2*

*Issued on September 7, 2016*

VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

### Notice to all Propers:

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, 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.

### PROOF OF RECEIPT

Recipient Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

Ivan Vila

VisualScape Inc.

9/8/2016

**SUBMIT WITH RFP RESPONSE**

**FORM 7**

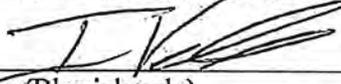
**INDEPENDENCE AFFIDAVIT**

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

1. He/She is President of VisualScape Inc., 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)                      Ivan Vila  
\_\_\_\_\_  
Print Name    President  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date    9/8/2016

[Acknowledgment on following page.]

Not Applicable

Witness my hand and official notary seal/stamp at VisualScape Inc. - Miami the day and year written above

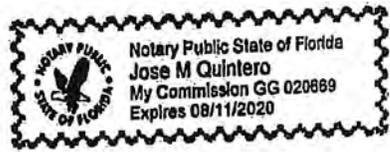
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ivan Vila as President, of VisualScape Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of VisualScape Inc. 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 8 day of September, 2016.

  
\_\_\_\_\_  
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 President of VisualScape Inc., 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)

Ivan Vila

Print Name

President

Title

9/8/2016

Date

Witness my hand and official notary seal/stamp at VisualScape Inc. - Miami the day  
and year written above

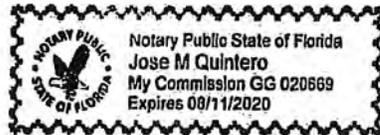
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ivan Vila as President, of VisualScape Inc., 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 8 day of September, 2016.

  
\_\_\_\_\_  
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:

Ivan Vila, President

[print individual's name and title]

for VisualScape Inc.

[print name of entity submitting sworn statement]

whose business address is 15980 NW 117 Avenue

Miami, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2599402  
(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.]

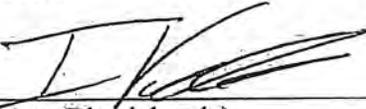
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

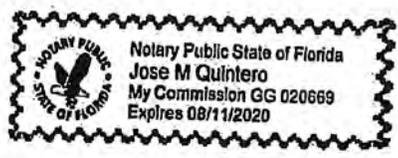
  
\_\_\_\_\_  
Signature (Blue ink only)

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

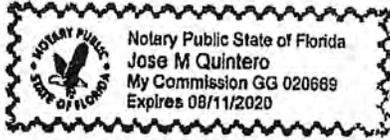
On this the   8   day of  September , 20  16 , before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)  Ivan Vila  and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

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

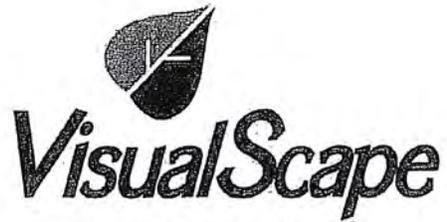


NOTARY PUBLIC:  
SEAL OF OFFICE:



\_\_\_\_\_  
(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



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 2

# STATEMENT OF QUALIFICATIONS



VisualScape is a team of seasoned green industry professionals who create partnerships with its Landscape Maintenance clients, providing them with a stress-free experience while servicing their landscaping maintenance needs. VisualScape uses an innovative model to manage its customer relations (CRM) – unheard of in Florida’s landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for client concerns, facilitates a proactive communication to ensure efficient, and valuable service delivery. Your CRM representative will make sure your needs are taking care of, bring to your attention preventive measures and efficient/effective solutions to keep your landscape healthy. His main responsibility is to free our clients from managing their landscaping needs while keeping the grounds looking great!

We have combined our extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee not only that your grounds are going to look impeccable but that you will have one less thing to worry about.

VisualScape provides ongoing training and education in order to provide the essential skills & knowledge to deliver the landscape and horticultural services required by our clients. Our focus and attention to detail will ensure we are delivering the highest level of service possible at all times. You will therefore see quality inspections, comprehensive crew training, a detailed process to support this training, focused attention from a Client Relations Manager, and our encouragement of greater participation from you to ensure that the detail consistently meets your expectations.

Our proactive approach to identify deficiencies and provide quality maintenance patrols consist of providing monthly evaluations from both the CRM and PM to provide accountability and improved quality. Providing only one point of contact for all your landscaping needs with clear and pro-active communication will result in quick response time.

VisualScape will provide the Village with adequate crews to perform the work listed on this RFP. We provide specialized crews for the different tasks required throughout the year including detail crews, mow crews, irrigation technicians, beautification crews, and arbor care crews. Our team of over 100 green industry professionals are available to the Village to provide these services or any additional landscape services needed.

  
Ivan C. Vila  
President



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

### **Section 3**

## **PRELIMINARY SCOPE OF SERVICES**



### Preliminary Scope of Services

VisualScape will provide specialized landscape professional crews which will be dedicated to performing services for North Bay Village. All work will be performed as specified in this RFP. The crews' composition is as follows:

5 Man Detail/Mow Crew responsible for mowing, edging, Line trimming, lifting trees, pruning, shearing, and weeding shrub and groundcover beds, and debris removal. The crew will consist of:

- 1 - English speaking, experienced, and professional Supervisor and 4 trained Crew Members
  - 1 - Pick-up Truck with dump bed
  - 1 - Enclosed Trailer
  - 1 - Riding Mowers
  - 1 - Walk behind Mower
  - 1 - Push Mower
  - 2 - Edger
  - 2 - Line Trimmers
  - 2 - Trimmers
  - 1 - Power pruner
  - 1 - Pole Saw
  - 1 - Back Pack Sprayer
- Hand pruners, shears and other miscellaneous hand tools.

3 Man Tree/Palm Pruning crew. The crew will consist of:

- 1 - English speaking, experienced, certified tree trimmer/Supervisor and 2 trained Crew Members
  - 1 - Bucket Truck with dump bed
  - 1 - Chipper
  - 2 - High powered chain saw
  - 1 - Power pruner
  - 1 - Pole Saw
- Hand pruners, hand saws and other miscellaneous hand tools.



4 Man Enhancement/Mulching/Annual Flower Crew will complete the mulching and Annual flower change outs. Additional crews and Supervision will be available to the City for special projects. The crew will consist of:

- 1 - English speaking, experienced, and professional Supervisor and 3 trained Crew Members

- 1 - Pick-up Truck with dump bed

- 1 - Open Trailer

- 1 - Skid Steer

Wheel Barrels, rakes, shovels, picks, and other miscellaneous hand tools.

3 Man Fertilizer Crew will provide the Granular Fertilization to all landscape areas per specifications listed under the scope of work. The crew will consist of:

- 1 - English speaking, experienced, Certified Fertilizer applicator / Supervisor and 2 trained Certified Fertilizer applicator / Crew Members

- 1 - Pick-up Truck

- 1 - Open Trailer

- 1 - Gas powered spreader

Wheel Barrels, spreaders both wheeled and hand held, and other miscellaneous hand tools.

2 Man irrigation crew will complete the irrigation maintenance specified. The crew will consist of:

- 1 - English speaking, experienced, certified irrigation technician/Supervisor and 1 trained technician helper

- 1 - Irrigation Van

- 1 - Trencher (if applicable)

Miscellaneous irrigation parts and hand tools. Necessary for completing most irrigation repairs

1 - Working, highly trained, professional Production Manager will also be assigned to oversee these crews.

Our VisualScape Team creates partnerships with all of our customers and we take pride and ownership of all the properties we work on. If additional services / requests are required at any time we VisualScape will accommodate. Please consider us as a part of your team.



## QUALITY ASSURANCE PROCESSES

**Site Evaluations:** Site evaluations are conducted monthly, at a minimum. It can be arranged more frequently if requested by the client. We ask that a client representative is available to accompany our Site Manager or Client Relations Manager during the site evaluation process. The site evaluation will focus on and identify the following:

- Review scope of work vs. performed work: identify any areas needing attention.
- Site Cleanliness: ensuring site is clean and free of landscape debris and litter.
- Risk Management: identifying & correcting any safety violations or hazards.
- Damages or repairs: identifying areas that may have been damaged due to our scope of work and repairing such damages.
- Crew training: conduct training with crew on identified areas during inspection needing reinforcement, such as pruning, debris pick-up, proper mower operation, and job site safety.

**CRM (Customer Relations Manager) Model:** The CRM model's main objective is to provide clear and proactive communication to our customers in order to enhance customer satisfaction. The CRM model takes what is known as the "Account Manager" role, and splits it in two: CRM (responsible for customer communication and development), and PM -production manager - (responsible for production).

Here is what this means to our customers:

- One point of contact for all your landscape needs
- Clear and pro-active communication
- Quick response time
- Minimize the time clients have to spend on managing the landscape
- Provide landscape budgets and solutions
- Monthly evaluations from both the CRM and PM provides accountability and improved quality

**Employee Orientation:** VisualScape's orientation is the introduction of employees to their jobs, co-workers and the organization by providing them with information regarding such items as quality service and safety standards, policies, procedures, company mission, goals, and culture.



It is absolutely necessary for the new employee to know that he/she will be entering a company where the health and safety of the employees are of primary importance, that complying with and ensuring compliance with safety measures and procedures is of extreme value, and that compliance with this duty can be rewarded, whereas noncompliance can result in disciplinary actions that can include dismissal. During this orientation we make it clear that the booklet they receive, the Workplace Safety Program, contains all the regulations in condensed form that will help them behave in a manner that will prevent accidents and problems while working; therefore, it is reviewed carefully.

**Employee Performance Evaluations & Incentives:** Our Company conducts yearly employee evaluations. Performance is measured and rewarded based on key competencies including safety, quality, customer service, and job performance. Incentives such as merit bonuses and/or barbeques for top production crews are given every month.

**On the Job Training:** We encourage our employees to seek certifications and explore external resources for business related training and education. In many cases, the Company will pay for or reimburse the registration, tuition fee and or related expenses for approved seminars, workshops, and short courses conducted by recognized landscape and related trade associations.

In addition to that the Company provides internal training, for which we offer a wide variety of technical and non-technical courses in-house. We identify the needed courses through our site evaluations, customer feedback, performance evaluations and needs assessments. The training is conducted by our management team or resources such as vendors and suppliers that provide the latest trend and technology in the most commonly used industry equipment & products.

**Safety Tool Box Meetings:** Meetings held once a week at VisualScape yard. It is mandatory for all employees to attend. Topics are chosen from our library of 52 safety topics or the Workplace Safety Program.

**Quarterly Safety Committee Meetings:** A safety committee has been established to recommend improvements to our workplace safety program, and to identify corrective measures needed to eliminate or control recognized safety and health hazards.

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.



The safety committee will be responsible for assisting management in the following functions:

- Reviewing workplace safety rules
- Evaluating employee accident and illness prevention programs
- Providing and monitoring workplace safety education and training
- Review status of accidents occurred
- Safety supplies request & inventory

The safety program will be updated by evaluating employee accident injury records, establishing trends and patterns, and formulating corrective measures to prevent recurrence.

Safety committee members will participate in safety training and monitor workplace safety education and training to ensure that the safety program is being followed and pertinent information is being documented. Meetings are held quarterly.



### ***Emergency Plan***

In the event of a catastrophic emergency, equipment including trucks, loaders, wood chippers, hand tools, trucks, trailers, and all necessary equipment to perform job operations are available at the client's request. Emergency routes will be provided by supervisors and managers.

VisualScape participates and fully understands the disaster response plan in the cities and all adjoining cities within our service area, and follows their guidelines.

Emergency grids will be set up for employees working during an emergency. VisualScape maintains an active pre disaster plan in addition to a post-disaster plan, which includes five means of communication. Communication plans among management includes: cell phone, mobile radio, PDA, email, and smart phones. No employee will be left working alone; team action will be implemented. All communication / IT equipment will be forwarded to mobile devices to keep open lines of communication with clients, employees, and vendors.

Crew members will report to an assigned supervisor, who will take visual head counts based on current employee rosters. All Managers are trained in basic first aid and safety procedures.

Emergencies can/will be reported by any employee who witnesses it. All crews have radios in which to communicate.

For catastrophic response events, "Typical Emergency Crew" consists of a four-man crew, dump truck, dump trailer, and all necessary saws and hand tools. Loader, skid steer, and wood chipper can also be provided as needed. Emergency crew is billed separately from contract revenues at a per our rate.

#### **Local Emergency Call List:**

Ivan C. Vila (President / CRM) - 786-859-1331  
Juan C. Vila (Director of Operations) - 786-288-9393  
Adrian Rivero (Enhancement Manager) - 786-367-4686  
Jose Quintero (Administrative) - 786-449-6242



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 4

### ABILITY TO MEET PROJECT SERVICES



## Yearly Landscape Management Schedule

Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Turf Care	1	1	1	2	2	2	2	2	2	1	1	1
Shrubs, Hedge, and Ground Cover	1	1	1	2	2	2	2	2	2	1	1	1
Trees and Palms	1	1	1	2	2	2	2	2	2	1	1	1
Annual Pruning of Palms					1							
Weed Control	1	1	1	2	2	2	2	2	2	1	1	1
Planting/Annuals				1						1		
Litter	1	1	1	2	2	2	2	2	2	1	1	1
Fertilization			1			1				1		
Mulching										1		
Irrigation Maintenance	1	1	1	1	1	1	1	1	1	1	1	1

- This schedule is a guideline for services to be performed throughout the year. Dependant on weather, growing patterns, and specific needs of the landscape this schedule is subject to adjustments in order to achieve the optimum quality of landscape.



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## Section 5

### EXPERIENCE



## Experience

The following are ongoing projects to detail past experience on maintenance contracts:

**Miami-Dade Aviation Department** – Molly Adams, Landscape Architect  
Miami, Florida 33102-5504  
Phone: 305.876.7380,  
Fax: 305.869.4165

- Miami International Airport Section Group #1 – Total acres 95
- Opa Locka Executive Airport Group #4
- Tamiami Executive Airport Group #5

Services provided for these locations include: Turf mowing, daily trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of all plant material and sod areas, mulching, pest and disease inspection and treatment, and water truck services.

Contractual services started on January of 2014 and continue through June 31, 2017.

**Town of Cutler Bay** - Alfredo Quintero, Public Works Department – Total acres 55  
10720 Caribbean Blvd  
Cutler Bay, FL 33189  
Phone: 305.234.4262, Fax 305.234.4251

- Landscape Maintenance Services (Right-of-Ways) RFP #13-02

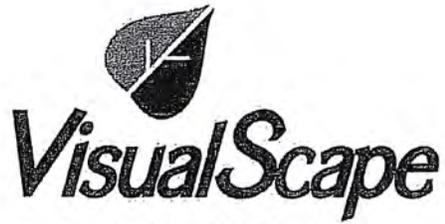
Services provided include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest and disease inspection and treatment, and water truck services.

Contractual services started on June of 2013 and continue through June of 2019.

**City of Hialeah** - Hector Ranzola, Public Works – Total acres 25  
5601 East 8 Ave  
Hialeah FL 33013  
Office 305.687.2611, Fax 305.687.2632

- Maintenance Contract #2011/2012-3210-12-010 Section 3 and Section 4 and Cultural Park
- Services provided include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest/disease inspection and treatment, and water truck services.

Contractual services started on September of 2012 and continue through September 2017



15980 NW 117 Ave  
Miami, FL 33018  
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## **Section 6**

### **STAFF**

## *About VisualScape*

VisualScape is a team of seasoned green industry experts committed to create partnerships with its Landscape Maintenance clients, providing them with a stress-free experience while servicing their landscaping maintenance needs.

We use an innovative model to manage our customer relations (CRM) – unheard of in Florida’s landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for client concerns, facilitating proactive communication to ensure efficient, valuable service delivery. Your CRM representative will make sure your needs are taking care of, bring to your attention preventive measures and efficient/effective solutions to keep your landscape healthy. His main responsibility is to free you from managing your landscaping needs while keeping your grounds looking great!

We have combined our extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee not only that your grounds are going to look impeccable but that you will have one less thing to worry about.



*Ivan C. Vila*

President/CRM

Core Responsibilities

- Oversee and enforce quality control measures
- Manage Agronomic programs
- Responsible for preparing and managing both operating and capital improvement budgets for all properties in portfolio.
- Budget Formulation & Administration
- Responsible for revenue growth, profitability, customer satisfaction, and employee development.
- Oversee Customer Relations program
- Hire and Manage subcontractors
- Strategic & Tactical Planning/Corporate Vision
- Policy & Procedure Creation/Implementation

*Juan C. Vila*

Operations Manager

Core Responsibilities

- Multi-Site Operations Management
- Team Training, Coaching & Empowerment
- Workflow Planning & Prioritization
- Vendor Selections & Negotiations
- Recruiting and hiring
- Scheduling
- Fleet Management
- Safety Program Implementation

*Jose M. Quintero*

Estimating

Core Responsibilities

- Estimating/Bids/Proposals
- Billing for Landscape Construction and special projects
- New Job/Contract set up and documentation logistics
- COI and Bond Requesting
- Material Purchasing
- Fleet assistance and tracking



*Mercy Navarro*

Human Resources

Core Responsibilities

- General Administrative Duties
- New Hire Orientation and Application Process
- Payroll
- Billing for Maintenance Department
- Accounts Payable
- Company Licenses and Certification maintenance

*Wilfrid Milien*

Maintenance Production Manager

Core Responsibilities

- Training of new Maintenance field employees
- Dispatch and logistics of Maintenance crews
- Scheduling and routing for Maintenance crews

*Adrian Rivero*

Enhancement /Arbor manager

Core Responsibilities

- Training of New Landscape Construction and Arbor employees
- Dispatch and logistics of landscape Construction and Arbor crews
- Scheduling and routing for Landscape Construction and Arbor crews
- Employee Supervision and management



## *President Resume*

### *CAREER SUMMARY*

Well-rounded business professional with over 14 years of green industry experience. Proven track record implementing customer service initiative and quality control measure in two nationally acclaimed industry companies.

Key areas of expertise include:

- Strategic Planning
- Integrated Pest Management
- Customer Service
- Operations Management
- Agronomic Programs
- Site Safety/OSHA Compliance
- Bidding/Estimating/Proposals
- Landscape Installation projects
- Horticultural Knowledge
- Vendor & Customer relationships
- Budgeting & Cost Controls
- Quality Control
- Leadership
- Communications Skills
- Property maintenance experience
- Project planning & scheduling

### *PROFESSIONAL EXPERIENCE*

#### **VisualScape Inc., Miami, FL**

Lawn maintenance Company established in June 2011. The main focus of the Company is to provide lawn maintenance services and installation to commercial properties throughout Florida. VisualScape has an emphasis on premier customer service and quality along with an experienced team that can provide full landscape services to its client base.

#### **Owner/President**

June 2011 – Present

- Oversee and enforce quality control measures
- Manage Agronomic programs
- Responsible for preparing and managing both operating and capital improvement budgets for all properties in portfolio.
- Inspect all new construction activities to ensure landscape quality is at the highest standard prior to turnover to property management/client.
- Responsible for revenue growth, profitability, safety performance, customer satisfaction, and employee development.
- Oversee of Customer Relations program
- Hire and Manage subcontractors



## **Vila & Son Landscaping Corporation**

Tampa, FL

Large Commercial Landscape Company that operated in 8 locations statewide with a range of employees of 500-900 at peak.

### **Customer Relations Manager / Operations Manager**

February 2011 – May 2011

- Established a new customer-relations management approach resulting in an increase in customer satisfaction, retention, and referrals.
- Managed all aspects of a 2.2 million dollar maintenance book of business including 7 maintenance routes, 47 employees, 35 customers, and 47 properties.
- Responsible for scheduling and managing labor for assigned accounts. Increased revenue earned per man hour by 20%.
- Created and lead weekly safety and training meetings for all branch employees.
- Built monthly budgets and achieved monthly profit goals.
- Responsible for achieving high customer survey results.
- Ensured all equipment was properly maintenance and service.
- Attended Home Owners Associations board meetings monthly.

## **HighGrove Partners**

Atlanta, GA

Serving the needs of metropolitan Atlanta since 1989, HighGrove Partners provides a comprehensive range of landscape and land development services to office parks, commercial buildings, and institutional and community facilities.

Services include landscape architecture, design-build, installation, land development services, maintenance, seasonal color, irrigation and water management.

### **Apprentice CRM / Customer Relations Manager**

March 2010 – January 2011

- Trained with operations, upper management, and other CRMs, in order to learn the maintenance business.
- Learned many landscape maintenance procedures in both operations and customer relations essential to any landscape maintenance.
- Managed 950K of maintenance accounts including 45 properties (HOAs, industrial, office, apartment, and retail).



- Met with clients on a regular basis to build relationships, discuss maintenance issues, review and build budgets, sell enhancements, and create referral business.
- Secured a 100% retention rate on all accounts.
- Prospected for potential clients outside of current accounts to generate additional business; built and performed sales presentations.

**Vila & Son Landscaping Corporation**

Miami, FL

**Estimator/Senior Estimator**

February 2007 – January 2009

- Managed and cross-trained a team of four estimators.
- Lead weekly estimating meetings, reviewing current and future proposals, emphasizing the importance of building relationships and following up with customers.
- Established group estimating including production personnel to produce accurate estimates.
- Established a system which generated more last look opportunities.

**Vila & Son Landscape Depot**

Loxahatchee, FL

**Manager**

September 2005 – January 2007

- Lead the team that created the Vila & Son Landscape Depot facility.
- Sold a variety of landscape and hardscape materials to both retail and wholesale customers.
- Managed a team of six employees, consisting of a sales/designer, a driver, a crew leader, and three gardeners.
- Helped assemble marketing plans, including advertising, implementing promotions, and participating in several home and plant shows.

**Vila & Son Landscaping Corporation**

Miami, FL

**Several positions**

2001 – 2005

- Gardener; crew leader; field supervisor; estimator assistant; project manager assistant.



*EDUCATION & TRAINING*

**Florida International University**  
Miami, FL

*Bachelor of Business Administration Degree*  
December 2009

- Major: Management
- 3.1 GPA

**OSHA 30 Hours**  
OSHA, Miami, FL 2009

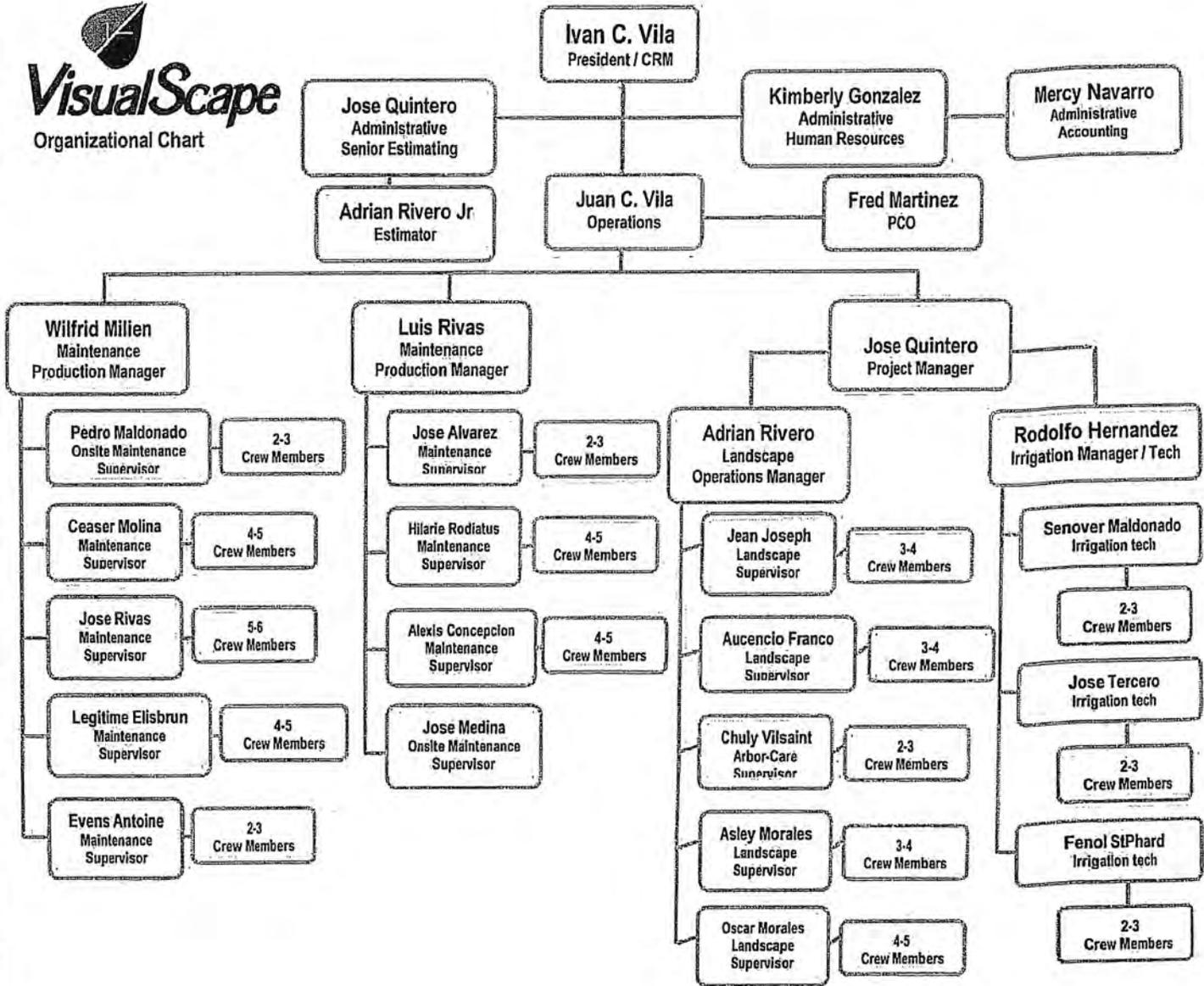
**Irrigation Contractor License**  
Lic No. SCC131151702

**ISA Certified Arborist**  
Lic No. FL-6787A



**QUALITY MANAGEMENT & ORGANIZATION**

VisualScape Inc. has a qualified team with more than 30 years of industry experience to service their customer base in all their Landscape needs. This team is trained in identifying and correcting deficiencies in properties through quality control measures. Our company quality management conforms to the following organizational structure:



**Ivan C. Vila** has more than 14 years of experience in the green industry performing various positions such as estimating, account management, client relations, and operations for both landscape installation and maintenance. This experience allows him to manage the business from all perspectives – client, employees, financials, etc. He has implemented procedures to ensure that everyone adheres to clear quality control measures and horticultural best practices. He is responsible for fielding and handling customer request/needs and provides proactive communication and solutions in the areas of quality, safety, enhancements, budgeting, scheduling.

**Juan C. Vila** has more than 30 years of experience in the green industry, most of them owning an award-winning, state-wide, \$70-million a year landscaping company with more than 700 employees. His main focus has always been the building of client relationships and promoting a culture of success through integrity and commitment in his enterprises. At the core of his business philosophy is giving back to the community – among the several commitments he has been involved in he has dedicated much of his efforts in support of the Fisher House MVA.

He is responsible for operations, oversees scheduling, and is in constant communication with the CRM (customer relations manager) at all times to ensure the customer is aware of what services are taking place on the property on any given day.

**Jose Quintero:** Jose has over 20 years of experience in the green industry. He has managed several different aspects of the business including accounting, estimating, project management, and customer service. He is responsible that all administrative items from estimating through billing run smoothly and that all customers receive optimum level of service from all members of the team.

**Wilfrid Milien:** Wilfrid has more than 20 years of experience in the green industry. His expertise is in managing high end commercial lawn maintenance properties, ensuring that all maintenance clients are satisfied and that his supervisors are performing at optimum levels of quality through horticultural best practices. Wilfrid is responsible for directing his crews to perform based on the scope of work of each project. He also trains his supervisors on the technical aspects of the job along with the quality safety standards of the company.

**Adrian Rivero:** Adrian has more than 15 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. He has managed Landscape installation projects from \$10k up to \$4 million in revenue, giving our clientele a quality product in an efficient, timely, and safe way. He is responsible for the design, scheduling, and completion of VisualScape beautification projects as well as arbor-care.

**Rodolfo Hernandez:** Rodolfo has more than 14 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. Rodolfo has supervised large irrigation installation projects as well as maintenance projects of various sizes. He is responsible for scheduling, training, and quality assurance standards for irrigation installation and maintenance.

**Luis Rivas:** Luis has more than 10 years of experience in the green industry. His expertise is servicing high end commercial lawn maintenance clients, ensuring that all maintenance clients are satisfied and that his crew services at the upmost quality through horticultural best practices. Luis is a working supervisor responsible for directing his crew to perform based on the scope of work of each project.

**Senover Maldonado:** Senover has more than 15 years of experience in the green industry. His expertise is in servicing the irrigation systems of large commercial properties. He also has experience in the installation of large irrigation systems as well as trouble shooting issues. His responsibility is to inspect properties and ensure that all systems are operational performing as efficiently as possible.

**Chuly Vilsaint:** Chuly had over 17 years of experience in the green industry. His area of expertise is arbor-care. He has experience in maintaining and pruning trees for large municipal clients. His responsibility is to perform all arbor care work required including climbing ensuring that all work is completed using horticultural best practices.





15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 7

### REFERENCES

**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: The Towers of Quayside  
Address: One Quay Blvd  
Miami, FL 33138  
Phone Number: 305-895-7100  
Principal Contact Person(s): Tom Davis - quaymgt@aol.com  
Year Contract Initiated: March 2014
2. Name of Agency: The W Hotel Saurth Beach  
Address: 2201 Collins Avenue  
Miami Beach, FL 33139  
Phone Number: 305-938-3001  
Principal Contact Person(s): Gregory Polino - Gregory.Polino@whotels.com  
Year Contract Initiated: July 2011
3. Name of Agency: Nirvana Master Association  
Address: 703 NE 63 Street  
Miami, FL 33138  
Phone Number: 305-762-4111  
Principal Contact Person(s): Maria Machin - maria.machin@nirvanacondos.net  
Year Contract Initiated: November 2011



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

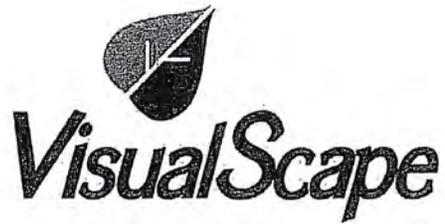
## Section 8

# GOVERNMENTAL AGENCIES REFERENCES

**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: Miami-Dade Aviation Department  
Address: P.O. Box 025504  
Miami, FL 33102-5504  
Phone Number: 305-876-7380  
Principal Contact Person(s): Molly Adams or Debra Charles  
Year Contract Initiated: January 2014
2. Name of Agency: Town of Cutler Bay  
Address: 10720 Caribbean Blvd. Suite 105  
Cutler Bay, m FL 33189  
Phone Number: 305-234-4262  
Principal Contact Person(s): Alfredo Quintero  
Year Contract Initiated: June 2013
3. Name of Agency: City of Hialeah  
Address: 5601 East 8 Avenue  
Hialeah, FL 33013  
Phone Number: 305-687-2611  
Principal Contact Person(s): Hector Ranzola or Tina Figueroa  
Year Contract Initiated: June 2012



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 9

### LITIGATIONS



VisualScape Inc. has no previous or current litigation or arbitration history.



Ivan C. Vila  
President



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## **Section 10**

### **FINANCIALS**



**Financial Reports**

VisualScape Inc. is able and will provide Financial Reports upon your request. VisualScape did not include this information here in because documents submitted as part of this RFP will become public information. VisualScape would prefer to keep these documents private. VisualScape is financially capable to provide the services requested in this RFP.

A handwritten signature in black ink, appearing to read "I Vila", with a large, sweeping flourish extending to the right.

Ivan Vila  
President



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 11

### ADDITIONAL SERVICES RATES



The following rates may be used for additional services not provided in contract:

Laborer - \$28.00 hour

Small earth moving equipment with operator - \$65.00 hour

Supervisor - \$65.00 hour

Irrigation Technician - \$55.00

3 man tree crew with all small engine equipment, bucket truck and chipper -  
\$145.00 hour

Dump Truck 10 cubic yards with driver \$65.00 hour

Dumping Fees per cubic yard \$25.00

Additional Mulch per pallet \$332.00 each

St Augustine Sod per pallet \$325.00 each

Pest Control - including chemicals \$150.00 hour

Arborist Certified \$145.00 hour

Soil Test \$125.00 each

Water Truck with operator \$75.00 hour



## 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](http://www.nbvillage.com)

### MEMORANDUM

**DATE:** September 9, 2016

**TO:** Frank K. Rollason  
Village Manager

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

**SUBJECT:** North Bay Village Requests for Proposals

---

At approximately 3:00 p.m. today, the Deputy Village Clerk Jenorgen Guillen and I conducted the scheduled opening of the proposals submitted in response to the Village's Requests for Proposals for the below listed services.

Esteban Rodriguez from E. Rodriguez Landscaping, Inc. and Christian Infante, of SFM Services, were in attendance.

Four (4) proposals were received for landscaping services, one (1) for the Public Works Yard Fence project, and one (1) for the Temporary Day Labor Services from the following proposers:

Village Landscaping Maintenance Services, RFP No. 2016-004

1. VisualScape
2. SFM Services, Inc.
3. E. Rodriguez Landscaping, Inc.
4. Mitchell's Lawn LLC

The bid opening concluded at 3:15 p.m.



15980 NW 117 Ave  
Miami, FL 33018  
Contact: Ivan C. Vila 305-362-2404

## Section 12

### INSURANCE

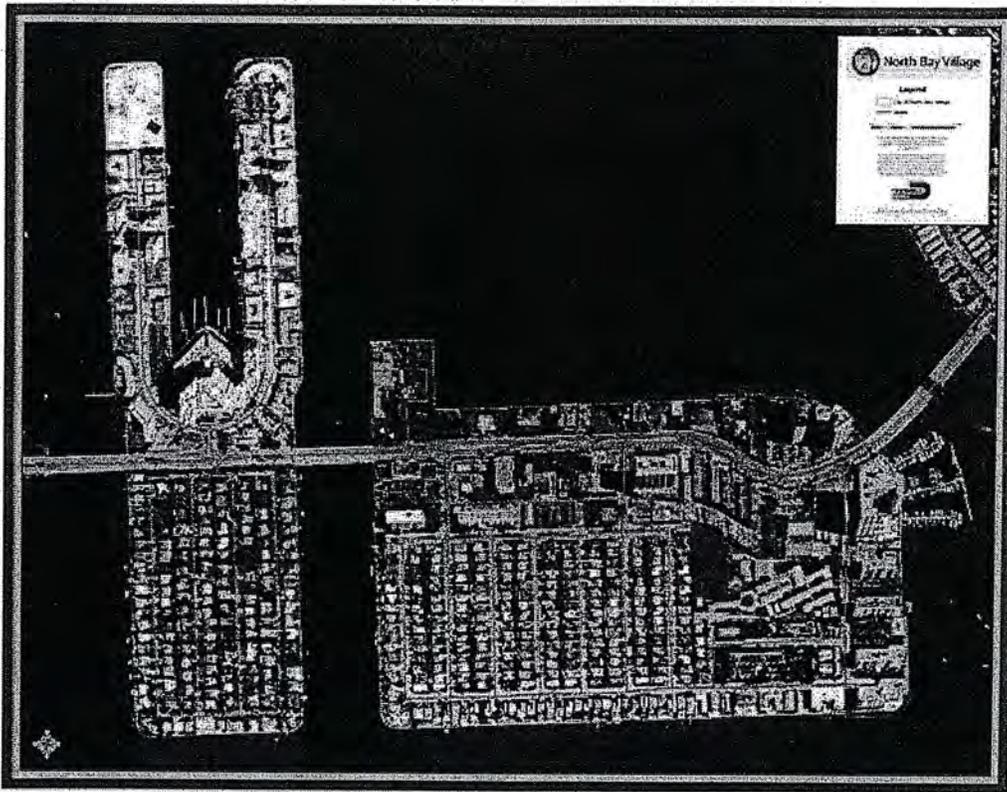


North Bay Village, Florida



REQUEST FOR PROPOSALS  
FOR  
VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE SEPTEMBER 9, 2016, 3:00 P.M.  
North Bay Village, Florida

Table of Contents



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## SECTION 6- TERM OF AGREEMENT AND COMPENSATIONS

The term of this Agreement shall be three (3) calendar years from the date of Village's approval and shall be compensated for the total annual sum of \$ 123,998.00 (First year).  
(to be typed in by bidder)

Payment to be processed by the Village on a monthly basis upon receipt of contractor's invoice.

---

~~The Village shall review the Contractor's performance each year on the anniversary of the date of the Village approval.~~

Village reserves the right to terminate contract after a thirty (30) day notice sent via certified mail.

---

## **SECTION 11 – 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 the total costs for the Village for landscaping maintenance services as described in this request for proposals scope of services. The total cost is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. If the Village acquires additional land during the time of any of the below contracts, the Village and vendor will negotiate the cost of the additional services requested.

Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<u>TOTAL COST FOR 1ST YEAR CONTRACT</u>	\$ 123,998 <sup>00</sup>
<u>TOTAL COST FOR 2<sup>ND</sup> YEAR CONTRACT</u>	\$ 126,477.96
<u>TOTAL COST FOR 3<sup>RD</sup> YEAR CONTRACT</u>	\$ 129,007.52

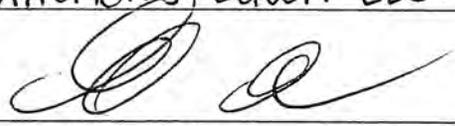
**Taxpayer**  
46-2609433

**Identification**

**Number:**

**BIDDER:**  
Mitchell's Lawn LLC.

(Company Name)



(Signature of Authorized Representative)

Elsa Gelman / President.

(Printed Name and Title)

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

1. Full Name of Business Concern (Proposer):

Elsa Gelman

Principal Business Address:

15405 SW 117 ave  
Miami, Fl. 33177

2. Principal Contact Person(s):

Elsa Gelman

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>Elsa Gelman</u>	<u>15405 SW 117 ave</u>	<u>President</u>
<u>Ariana Igelko</u>	<u>15405 SW 117 ave</u>	<u>Secretary</u>

If a corporation, in what state incorporated: Florida

Date Incorporated: April 2013  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

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

Name	Address	Title
1. <u>Mitchell's Lawn LLC.</u>	<u>15405 SW 117 ave.</u>	
2.		

---

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

1. Lawn maintenance, irrigation, landscaping

2. \_\_\_\_\_

7. Licenses:

a. County or Municipal Occupational License No.

Miami-Dade County

(Attach Copy)

b. Occupational License Classification:

See attached

c. Occupational License Expiration Date:

See attached

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

46-2604933

**FORM 3  
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or supervisor that will be overseeing the laborers assigned to our Village under the specification of NBV RFP 2016-004. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

A. Name & Title

SEE ATTACHED.

---

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

**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: Anthony Greenwood / McDonalds  
Address: Various McDonalds located throughout # miami, + his personal homes.  
Phone Number: (305) 202-0461 / mistergreenwood@me.com  
Principal Contact Person(s): Anthony Greenwood

Year Contract Initiated: 2013

2. Name of Agency: Independent Living  
Address: 4601 NW 71 Ave Miami (Job site)  
5200 Blue Lagoon, Suite 500, Miami, FL (Billing/mailing).  
Phone Number: (305) 262-1292 ext 6443  
Principal Contact Person(s): Connie Garcia.

Year Contract Initiated: 2012

3. Name of Agency: FMC.  
Address: Various locations throughout south Florida.  
Main Add: 12000 SW 131 Ave, Miami FL 33186.  
Phone Number: (305) 254-0424  
Principal Contact Person(s): Anne Gonzalez

Year Contract Initiated: 2015

**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Mitchell's Lawn LLC. 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)  
Elisa Gelman  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Title  
09/09/2010  
\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at Mitchells Lawn LLC 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 Elsa Gelman as President, of Mitchells Lawn LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Mitchells Lawn LLC, 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 8<sup>th</sup> day of September, 2016

[Signature]  
NOTARY PUBLIC

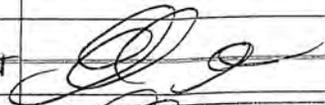
My Commission Expires:



**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)
1	09/07/2010	ELSA GELMAN	President	
2	09/07/2010	ELSA GELMAN	President	

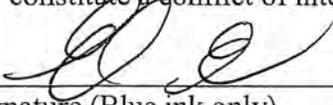
**FORM 7  
INDEPENDENCE AFFIDAVIT**

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

1. He/She is Elsa Gelman of Mitchell's Lawn LLC; 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)

Elsa Gelman  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

09/08/2014  
\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at Mitchells Lawn LLC 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 Elsa Gelman as President, of Mitchells Lawn LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of Mitchells Lawn LLC 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 8<sup>th</sup> day of September, 2016

[Signature]  
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 Elsa Gelman of Mitchells Lawn LLC, 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)

Elsa Gelman  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

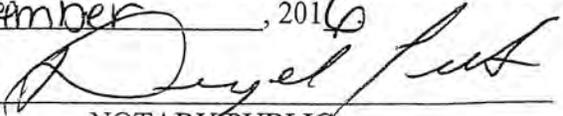
09/08/2010  
\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at Mitchells Lawn LLC 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 Elsa Gelman as President, of Mitchells Lawn LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Mitchells Lawn LLC 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 8<sup>th</sup> day of September, 2016

  
\_\_\_\_\_  
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:

EISA Gelman

[print individual's name and title]

for Mitchell's Lawn LLC.

[print name of entity submitting sworn statement]

whose business address is 15065 SW 177 Ave. Miami, FL.

33177

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-2609433  
(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 8<sup>th</sup> day of September, 20 10., before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Elsa Gelman 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:





(2)

# Mitchell's Lawn LLC

15665 SW 117 AVE \* Miami, FL 33177 \* Tel: 305-233-9991 \* Fax: 305-251-9067

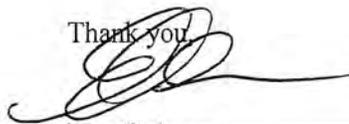
To whom it may concern:

I would like to take this opportunity to introduce our company and to offer our services. We at Mitchell's Lawn LLC always strive to be the best and do so by providing the best possible maintenance to your property at all times. Once we are awarded the contract we will guarantee 100% satisfaction on all our services.

We are a full service company, with trained technicians in lawn maintenance, landscape renovation, tree trimming and sprinkler maintenance, haul debris and pressure cleaning. We also haul trash and do major clean-up and haul of debris.

Mitchell's Lawn LLC was founded in 1987, specializing in commercial and estate properties. The company is composed of a fleet of over 30 trucks and a large inventory of turf equipment. Each crew has a foreman and a roving supervisor who ensures that each property is constantly maintained and manicured to the highest standards.

Thank you



---

Elsa Gelman  
(president)

---

Mitchells Lawn LLC  
15665 SW 117<sup>th</sup> Avenue  
Miami, Fl. 33177  
(305) 233-9991

"OUR CUSTOMERS ARE #1"

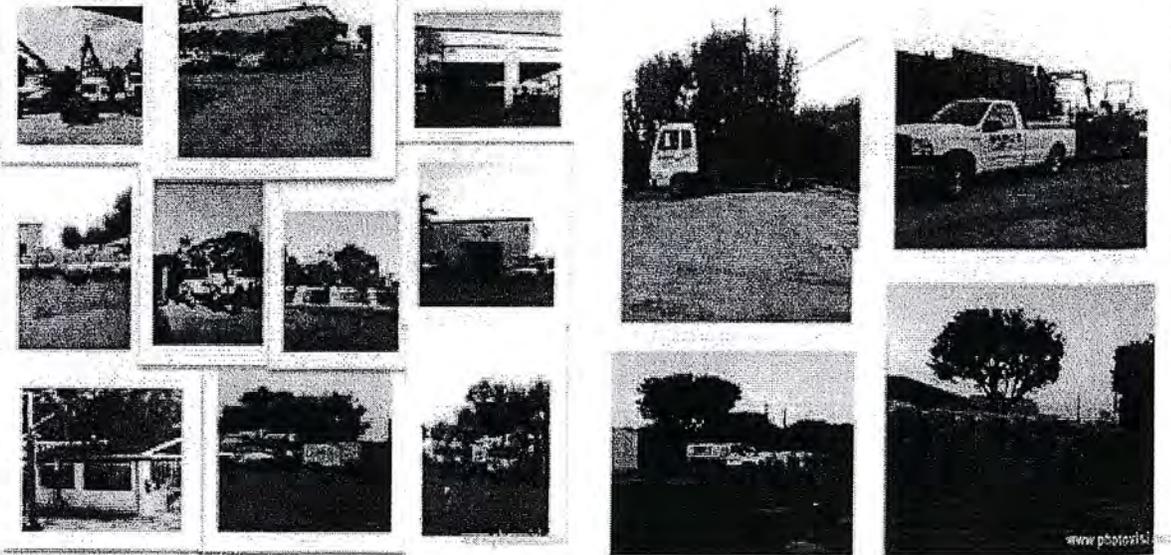
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"OUR CUSTOMERS ARE #1"

# Mitchell's Lawn LLC

15665 SW 117 AVE \* Miami, FL 33177 \* Tel: 305-233-9991 \* Fax: 305-251-9067

## Mitchell's Lawn Maintenance



---

"OUR CUSTOMERS ARE # 1"

"OUR CUSTOMERS ARE # 1"

# ADRIANA IGELKO

9331 SW 100 ST, MIAMI, FL 33147 | 305-389-9790

**OBJECTIVE** | I want to be part of the success in an environment of growth and excellence, and continue enhancing my knowledge and experience in the field, and providing the best service in my power.

**SKILLS & ABILITIES** | 6+ years in administrative experience, excellent communication skills, great customer service, computer proficient, familiar with Microsoft works and Microsoft Office, Microsoft Outlook, Quickbooks Pro, great organizational skills , 55wpm

**EXPERIENCE** | **SECRETARY / MITCHELLS LAWN LLC**  
2013 - PRESENT

Preparing daily bank deposits, reconciling accounts for the accountant, preparing estimates for clients. Addressed any problems or needed improvements around the office, as well as resolve problems and any complaints.

**SECRETARY / MITCHELLS LAWN MAINTENANCE CORP**  
2001 - 2013

Preparing daily bank deposits, reconciling accounts for the accountant, preparing estimates for clients

# ELSA GELMAN

707 ANASTASIA AVE, CORAL GABLES, FL 33134 | 305-389-9790

**OBJECTIVE** | I want to be part of the success in an environment of growth and excellence, and continue enhancing my knowledge and experience in the field, and providing the best service in my power.

**SKILLS & ABILITIES** | 15+ years in administrative experience, excellent communication skills, great customer service, computer proficient

**EXPERIENCE** | **PRESIDENT / MITCHELLS LAWN LLC**  
2013 - PRESENT

Supervision of over 35 employees. Ensured that all daily administrative and data entry functions were completed, and implemented company's policy and procedure.

**SECRETARY / MITCHELLS LAWN MAINTENANCE CORP**  
2001 - 2013

Preparing daily bank deposits, reconciling accounts for the accountant, preparing estimates for clients. Addressed any problems or needed improvements around the office, as well as resolve problem and any complaints.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2016

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

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

<b>PRODUCER</b> Gil, Garden, Avetrani Insurance Group 10689 N. Kendall Drive Suite 208 Miami FL 33176		<b>CONTACT NAME:</b> Yamile Corral <b>PHONE (A/C, No, Ext):</b> (305) 630-4777 <b>E-MAIL ADDRESS:</b> YCorral@ggaig.com <b>FAX (A/C, No):</b> (305) 279-3022															
<b>INSURED</b> Mitchell's Lawn LLC 15665 SW 117 Avenue Miami FL 33177		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER B: Great American Alliance</td> <td>26832</td> </tr> <tr> <td>INSURER C: Ascendant Underwriters LLC</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Wesco Insurance Company	25011	INSURER B: Great American Alliance	26832	INSURER C: Ascendant Underwriters LLC	19445	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES CERTIFICATE NUMBER: 16/17 Mitchells Lawn LLC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WPP123768501	2/4/2016	2/4/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution Liability \$ 100,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA02042016	2/4/2016	2/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS371774701	2/4/2016	2/4/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC684320	1/5/2016	1/5/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is listed as Additional Insured with respects to the General Liability policy.

### CERTIFICATE HOLDER

### CANCELLATION

North Bay Village 1666 Kennedy Causeway Suite 300 North Bay Village, FL 33141	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Joe Avetrani/YC
--	--

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# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

# LBT

7187727

BUSINESS NAME/LOCATION  
MITCHELL'S LAWN LLC  
15665 SW 117 AVE  
MIAMI, FL 33177

RECEIPT NO  
RENEWAL  
7468759

EXPIRES  
SEPTEMBER 30, 2017

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
MITCHELL'S LAWN LLC  
C/O ELSA GELMAN, MGR

SEC. TYPE OF BUSINESS  
213 SERVICE BUSINESS

PAYMENT RECEIVED  
BY TAX COLLECTOR  
225.00 07/21/2016  
0225-16-002481

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec. 8a-276.



For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

Form 2



*Florida Minority Certification Program*

# Disadvantaged Business Enterprise (DBE)

## Certificate of Eligibility

MITCHELL'S LAWN LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

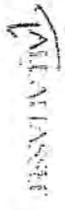
APPROVED NAICS CODES:

*Victoria V. Smith*  
561730

DATE:

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation

*8/12/15*



13

# State of Florida

## Minority, Women & Florida Veteran Business Certification

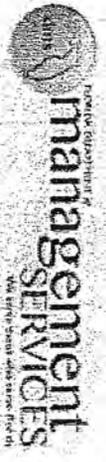
### MITCHELL'S LAWN MAINTENANCE

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

01/19/2016 to 01/19/2018



Chad Poppell, Secretary  
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.osd.dms.state.fl.us



MITCHELL'S LAWN LLC  
DBA MITCHELL'S LAWN MAINTENANCE  
15665 SW 117 AVE  
MIAMI FL 33177-1630

Register for our upcoming Wealth Management webinar on April 27th. Visit our blog  
to learn more: [continentalbank.com/blog](http://continentalbank.com/blog)

**3003-679-4 Commercial Checking**

**Summary of Activity Since Your Last Statement**

Balance Forward From 07/01/2016	25,619.08	Images Enclosed.....	278
36 Deposits/Credits.....	181,609.13 +	Minimum Balance.....	30,547.32
287 Withdrawals/Debits.....	168,940.97 -	Average Balance.....	44,774.57
Ending Balance As Of 07/29/2016	38,287.24	Average Available Balance.....	35,845.84

**DEPOSITS**

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
07/01/2016	6,173.75	Regular Deposit	07/13/2016	10,615.67	Regular Deposit
07/01/2016	5,266.75	Regular Deposit	07/13/2016	2,942.00	Regular Deposit
07/01/2016	747.80	Regular Deposit	07/14/2016	9,100.20	Regular Deposit
07/05/2016	32,102.48	Regular Deposit	07/15/2016	10,866.40	Regular Deposit
07/07/2016	24.00	Force Pay Credit	07/18/2016	675.00	Regular Deposit
		NSF Charge Refund	07/19/2016	22,313.83	Regular Deposit
07/07/2016	24.00	Force Pay Credit	07/19/2016	1,420.00	Regular Deposit
		NSF Charge Refund	07/20/2016	8,483.11	Regular Deposit
07/07/2016	7,930.15	Regular Deposit	07/22/2016	10,578.63	Regular Deposit
07/08/2016	12,046.60	Regular Deposit	07/26/2016	20,719.25	Regular Deposit
07/11/2016	10,506.75	Regular Deposit	07/26/2016	1,069.17	Regular Deposit

**OTHER CREDITS**

DATE	AMOUNT	DESCRIPTION
07/01/2016	480.00	Ach deposit MENTOR HEALTHCAR MENTOR0701
07/01/2016	275.00	Ach deposit FIRST TRANSIT XXXXXXXXXXXX ISA*00**00**ZZ*00000 0000012345*ZZ*000000000012345*160630*151
07/01/2016	165.00	Ach deposit INTUIT PYMT SOLN DEPOSIT
07/05/2016	145.60	Ach deposit INTUIT PYMT SOLN DEPOSIT
07/12/2016	1,170.00	Ach deposit NOAA TREAS 310 MISC PAY RMR*IV*33275/

32834

33275

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**MITCHELL'S LAWN LLC**

**COMPILED FINANCIAL STATEMENTS**

**FOR THE INTERIM PERIOD**

**ENDED JUNE 30, 2016**

## MITCHELL'S LAWN, LLC

## Balance Sheet

As of June 30, 2016

	Jun 30, 16
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1100 · Cash in Continental Bank	16,272.94
Total Checking/Savings	16,272.94
Accounts Receivable	
1200 · Accounts Receivable	273,510.15
Total Accounts Receivable	273,510.15
Other Current Assets	
1600 · Advances to Employees	846.54
Total Other Current Assets	846.54
<b>Total Current Assets</b>	<b>290,629.63</b>
Fixed Assets	
1710 · Machinery & Equipment	14,530.00
1716 · Transportation Equipment	121,056.26
1720 · Leasehold Improvement	31,348.00
1799 · Accumulated Depreciation - ALL	-54,129.00
Total Fixed Assets	112,805.26
<b>TOTAL ASSETS</b>	<b>403,434.89</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	47,389.51
Total Accounts Payable	47,389.51
Credit Cards	
2010 · Bank of America CC Liab	1,277.98
2011 · Discover CC Liab	17,323.85
Total Credit Cards	18,601.83
Other Current Liabilities	
2050 · Loans Payable to A Ameri-Lawn	3,900.00
2101 · Child Support Liability	5,444.24
2321 · Other Payroll Deductions	6,831.55
2330 · State Unemployment Tax Payable	285.43
2340 · Federal Unemployment Tax Pay.	1,007.38
Total Other Current Liabilities	17,468.60
Total Current Liabilities	83,459.94
Total Liabilities	83,459.94
Equity	
3550 · Paid in Capital - Elsa G	23,511.00
3551 · Paid in Capital - Adriana	7,837.00
3600 · Accum. Adj. Acct./ R/E	350,299.00
3700 · Distributions Elsa G. 75%	-91,078.19
3701 · Distributions Adriana   25%	-27,913.77
Net Income	57,319.91
Total Equity	319,974.95
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>403,434.89</b>

**MITCHELL'S LAWN, LLC**  
**Profit & Loss Prev Year Comparison**  
 January through June 2016

	Jan - Jun 16	Jan - Jun 15	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4010 · Sales Landscaping Services	950,121.64	889,004.33	61,117.31	6.9%
4020 · Tree Service Income	135,716.83	150,852.34	-15,135.51	-10.0%
4050 · Dump Service Fee income	33,086.50	21,729.15	11,357.35	52.3%
4070 · Delivery Income	600.00	100.00	500.00	500.0%
4080 · Sprinkler Service	49,497.95	32,433.68	17,064.27	52.6%
4090 · Sales Returns & Allowances	-2,951.77	-5,656.09	2,704.32	47.8%
<b>Total Income</b>	<b>1,166,071.15</b>	<b>1,088,463.41</b>	<b>77,607.74</b>	<b>7.1%</b>
<b>Cost of Goods Sold</b>				
50000 · Cost of Goods Sold	5,828.92	6,412.93	-584.01	-9.1%
5110 · Purchases Return & Allowances	-10,811.62	-15,084.79	4,273.17	28.3%
5200 · Direct Labor	459,319.71	438,251.20	21,068.51	4.8%
5400 · Nursery Plants Direct Cost	46,770.21	50,124.29	-3,354.08	-6.7%
5500 · Business Truck & Auto Expense				
5393 · Gasoline Expense	74,529.62	84,164.27	-9,634.65	-11.5%
5680 · Truck Repairs & Expenses	49,883.53	67,339.94	-17,456.41	-25.9%
5681 · Parking & tolls	9,512.50	11,080.52	-1,568.02	-14.2%
<b>Total 5500 · Business Truck &amp; Auto Expense</b>	<b>133,925.65</b>	<b>162,584.73</b>	<b>-28,659.08</b>	<b>-17.6%</b>
<b>Total COGS</b>	<b>635,032.87</b>	<b>642,288.36</b>	<b>-7,255.49</b>	<b>-1.1%</b>
<b>Gross Profit</b>	<b>531,038.28</b>	<b>446,175.05</b>	<b>84,863.23</b>	<b>19.0%</b>
<b>Expense</b>				
6010 · Accounting & Tax	6,564.00	7,875.00	-1,311.00	-16.7%
6030 · Advertising	5,189.52	3,102.08	2,087.44	67.3%
6090 · Automobile Expense	5,242.74	0.00	5,242.74	100.0%
6095 · Auto Leasing Costs	10,464.95	8,498.19	1,966.76	23.1%
6100 · Bad Debts	16,441.96	4,700.00	11,741.96	249.8%
6110 · Bank Service Charges	87.07	880.07	-793.00	-90.1%
6120 · Bonus	50.00	40.00	10.00	25.0%
6150 · Consulting	0.00	779.25	-779.25	-100.0%
6160 · Commissions	0.00	65.00	-65.00	-100.0%
6180 · Contributions	375.00	304.00	71.00	23.4%
6270 · Delivery	0.00	1,260.00	-1,260.00	-100.0%
6280 · Dues and Subscriptions	4,173.23	3,516.11	657.12	18.7%
6295 · Electricity	5,669.97	5,509.30	160.67	2.9%
6300 · Entertainment & Meals	779.72	0.00	779.72	100.0%
6320 · Equipment Rental	6,547.48	0.00	6,547.48	100.0%
6360 · Insurance - General & Auto	13,203.49	54,445.65	-41,242.16	-75.8%
6361 · Insurance Liability	12,707.00	10,869.20	1,837.80	16.9%
6362 · Insurance Worker's Compensation	57,485.02	5,486.40	51,998.62	947.8%
6400 · Legal Fees	43,655.81	84,169.29	-40,513.48	-48.1%
6425 · Licenses and Permits	1,239.75	5,634.97	-4,395.22	-78.0%
6430 · Maintenance Service	1,127.87	449.40	678.47	151.0%
6436 · Office Expenses	6,980.30	7,934.27	-953.97	-12.0%
6500 · Payroll Expenses	35,351.40	40,492.84	-5,141.44	-12.7%
6600 · Postage and Delivery	781.47	925.94	-144.47	-15.6%
6680 · Repairs & Maintenance	124,899.82	99,749.21	25,150.61	25.2%
6685 · Security	937.00	1,592.38	-655.38	-41.2%
6690 · Subcontractors	52,038.12	25,911.50	26,126.62	100.8%
6710 · Officer's Compensation	15,000.00	14,400.00	600.00	4.2%
6730 · Telephone	5,633.47	5,722.92	-89.45	-1.6%
6750 · Trash Removal	36,162.66	6,578.94	29,583.72	449.7%
6760 · Uniforms & Laundry	-172.39	-248.87	76.48	30.7%
6770 · Unemployment Taxes	3,018.35	12,216.93	-9,198.58	-75.3%

MITCHELL'S LAWN, LLC  
Profit & Loss Prev Year Comparison  
January through June 2016

	<u>Jan - Jun 16</u>	<u>Jan - Jun 15</u>	<u>\$ Change</u>	<u>% Change</u>
6775 · Water	947.20	952.21	-5.01	-0.5%
6781 · Penalties & Fines	1,136.39	566.95	569.44	100.4%
Total Expense	<u>473,718.37</u>	<u>414,379.13</u>	<u>59,339.24</u>	<u>14.3%</u>
Net Ordinary Income	<u>57,319.91</u>	<u>31,795.92</u>	<u>25,523.99</u>	<u>80.3%</u>
Net Income	<u>57,319.91</u>	<u>31,795.92</u>	<u>25,523.99</u>	<u>80.3%</u>

**MITCHELL'S LAWN, LLC**  
**Statement of Cash Flows**  
 January through June 2016

	Jan - Jun 16
<b>OPERATING ACTIVITIES</b>	
Net Income	57,319.91
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	88,079.57
1600 · Advances to Employees	-234.39
2000 · Accounts Payable	1,945.54
2010 · Bank of America CC Liab	-715.33
2011 · Discover CC Liab	4,470.61
2150 · HOME DEPOT CC LIABILITY	-507.03
2101 · Child Support Liability	1,193.86
2300 · FICA Taxes Payable	-737.04
2320 · FWT Taxes Payable	-295.98
2321 · Other Payroll Deductions	1,910.21
2330 · State Unemployment Tax Payable	-2,086.60
2340 · Federal Unemployment Tax Pay.	480.26
Net cash provided by Operating Activities	150,823.59
<b>INVESTING ACTIVITIES</b>	
1710 · Machinery & Equipment	-5,490.00
1716 · Transportation Equipment	-18,734.42
1720 · Leasehold Improvement	-31,348.00
Net cash provided by Investing Activities	-55,572.42
<b>FINANCING ACTIVITIES</b>	
3550 · Paid in Capital - Elsa G	23,511.00
3551 · Paid in Capital - Adriana	7,837.00
3600 · Accum. Adj. Acct./ R/E	-307,398.93
3700 · Distributions Elsa G. 75%	137,263.09
3701 · Distributions Adriana I 25%	54,322.80
Net cash provided by Financing Activities	-84,465.04
Net cash increase for period	10,786.13
Cash at beginning of period	5,486.81
Cash at end of period	16,272.94



## North Bay Village

Administrative Offices

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

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

*Addendum 1*  
*Issued on September 6, 2016*

---

### VILLAGE LANDSCAPING MAINTENANCE SERVICES

**RFP NO. NBV RFP 2016-004**

Issued by: North Bay Village

**Notice to all Bidders:**

1. Question:

Can you provide the yards of mulch for the city landscaping proposal? Page 21 section H

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

2. Question:

Can you provide on average the amounts of plants used historically in the past for replacement or any info on Section G on page 20?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

3. Question:

What is the tree count or can you provide information on section D on page 20 from past services?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services.**

4. Question:  
Irrigation repairs are to be included up to 1"inch pipe? Page 21 section G.

**ANSWER: Up to 2" inch pipe with associated fittings and labor. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

5. Question:  
Confirm 24 cut mow schedule. Page 18 section A.

---

**ANSWER: The Village recommends following the schedule shown in the RFP or every two weeks, whichever is shorter at the discretion of the Village.**

---

6. Question:  
What are the exact boundaries? We were just told the Causeway & the 3 islands. Is it possible to be given more definitive boundaries?

**ANSWER: Using as a reference the picture in the RFP, the east most end bent of the first concrete bridge is the western Village limit. Proceeding east bound up to the west most end bent of the last bridge is the eastern limit of the Village.**

7. Question:  
Is it at all possible to be given a count of palms, annuals, mulch bags, or acreage of grass?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

8. Question:  
I was actually wondering if this was previously bid out & if so, what was it bid at?

**ANSWER: The scope of work from the previous bid has substantially changed, therefore it does not compare and the previous bid amount is not applicable.**

9. Question:  
Page 18 – Mowing: There is a typo on the months of service. February service is missing. Can you please clarify, and provide exact number of services requested per year?

**ANSWER:** The month of February should be included. The paragraph should read as follows:

▪ **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, February, March and April.

---

**10.** Question:

Page 19 – Raking: States that use of leaf blowers is prohibited. Is this correct? Please confirm. Also, can you provide copy of City’s noise ordinance.

**ANSWER:** The use of leaf blowers will not be allowed. The noise ordinance is attached to this Addendum.

**11.** Question:

Page 20 – Plantings/Replacement: Need to know quantity of seasonal plants included in this replacement program otherwise it’s not an apples to apples comparison.

**ANSWER:** The Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services or as directed by the Village.

**12.** Question:

Page 21 – Mulching: No frequency of mulch application listed. Please clarify.

**ANSWER:** The Village does not have the frequency amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services. In addition, the bidder should provide a minimum of 2” of mulch per application or as directed by the Village.

**13.** Question:

Page 22 – North Bay Island: First paragraph talks about maintaining trees, shrubs, and hedges within any public right of way on the island. Does this include the “undefined” right of way/swale in front of resident homes? Please clarify this with more specifics.

**ANSWER:** In North Bay Island, the Village right-of-way is approximately 25 feet from the roadway centerline on both sides. Any vegetation that encroaches on the right-of-way needs to be maintained.

14. Question:

Is a performance bond required?

ANSWER: YES, IT IS MANDATORY.

PROOF OF RECEIPT

Recipient Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

Elsa Gelman  
Mitchell's Lawn LLC.  
09/08/2014

SUBMIT WITH RFP RESPONSE



## North Bay Village

Administrative Offices

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

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

### *Addendum 2*

*Issued on September 7, 2016*

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#### VILLAGE LANDSCAPING MAINTENANCE SERVICES

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#### RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

#### Notice to all Propers:

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, 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.

Recipient Signature:

Print Name:

Company:

Date:

PROOF OF RECEIPT  
  
\_\_\_\_\_  
Eliza Gelman  
\_\_\_\_\_  
Mitchell's Lawn LLC.  
\_\_\_\_\_  
09/08/2014  
\_\_\_\_\_

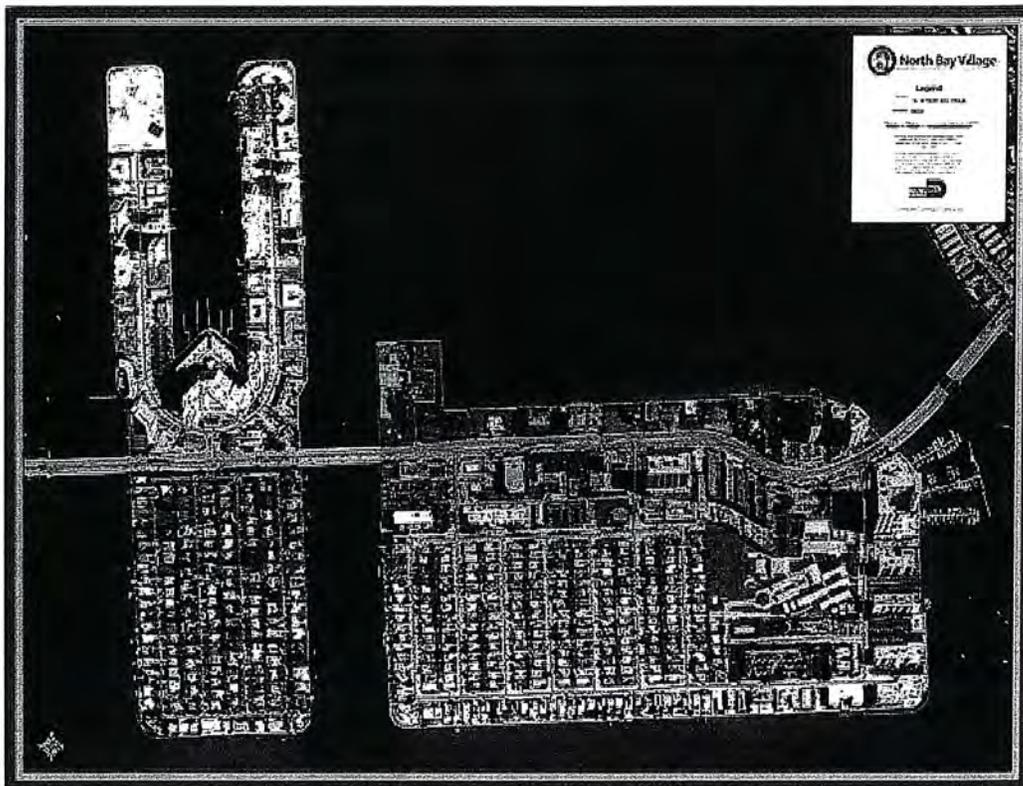
**SUBMIT WITH RFP RESPONSE**

**North Bay Village, Florida**



**REQUEST FOR PROPOSALS  
FOR  
VILLAGE LANDSCAPING MAINTENANCE SERVICES**

**RFP NO. NBV RFP 2016-004**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE SEPTEMBER 9, 2016, 3:00 P.M.  
North Bay Village, Florida**

**Table of Contents**

## SECTION 1 – REQUEST FOR PROPOSALS NOTICE

### NORTH BAY VILLAGE REQUEST FOR PROPOSALS VILLAGE LANDSCAPING MAINTENANCE SERVICES

#### RFP NO. NBV 2016-004

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to provide landscaping maintenance services for the Village.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, 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 bound 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](http://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](mailto: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 Code 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

**(The rest of this page is intentionally left blank)**

### **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 11 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.

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 Section 11 of this RFP. 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**

## **SECTION 4 - SPECIAL CONDITIONS**

### **4.1. General Conditions**

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

### **4.2. Variances**

While the Village allows Vendors 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 Vendor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Vendor 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. 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 two (2) year warranty of the installed materials.

### **4.6. Invoices/Payment Application**

Payments will be made based upon work completed. Payment shall be made by the 15<sup>th</sup> of the month following receipt of the Vendor's invoice or payment application for the services provided.

### **4.7. 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 Vendor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Vendor and the Village agree on modifications or revisions to the task elements, after the

excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Vendor 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.

#### **4.11. Insurance**

The Vendor 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 Vendor'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 must equal no less than one million dollars (\$1,000,000.00) each occurrence. The Vendor 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.

Additionally insured should be stated as follows:

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

#### **4.12. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to

obstruction to the public and the residents along and adjacent to the area of work. The contractor must adhere to all Village codes. Access to fire hydrants, for Village-related work shall be provided at all times. Work conducted within the State of Florida Department of Transportation (F.D.O.T.) right- of-way on John F. Kennedy Causeway (79th Street, State Road 934) shall be performed in accordance with the F.D.O.T. safety guidelines.

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor must have the capability to communicate via two-way radio and/or cellular phone with the designated Village representative.

The contractor will take all necessary precautions for the safety of, and will provide the necessary protection, to prevent damage, injury, or loss to:

1. All employees on the work site and other persons, who may be affected thereby,
2. All the work and materials or equipment to be incorporated therein, whether in storage on or off the site, and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities, in the course of work.

- **Edging** ✓  
Mechanical edging will be performed using a hard blade vertical edger. Surfaces adjacent to asphalt, concrete curbs, sidewalks and planted beds will be edged in conjunction with the mowing operation at every visit.

- **Trimming of Grass** ✓  
Grass will be trimmed in conjunction with the mowing operation at each visit. Particular attention will be given to trimming around sprinkler systems to ensure their adequate water delivery. Contractor will be responsible for the repair and replacement of broken or damaged sprinklers caused by their operation.

- **Raking** ✓  
Grass clippings caused by mowing, edging, and trimming will be removed from curbs, storm drains, parking lots, streets, walkways, planted beds and all other adjacent surfaces on the same day mowed. The use of leaf blowers will not be allowed unless approved by the Village. All mechanical equipment used by the contractor will follow the Noise Ordinance of North Bay Village, Title IX, Chp. 96

## **B. Shrub, Hedge and Ground Cover Care**

- **Shrubs and Hedges**  
Shrubs and hedges are to be maintained by manual or mechanical hedge clippers. (NO MACHETES). Dead or broken branches will be removed from shrubs and hedges.

- **Ground Cover and Planted Beds**  
Ground cover and planted beds will be trimmed or pruned as necessary to maintain a desired bed height and to encourage plants to flow out to provide complete coverage.

Separation of ground cover varieties will be made so that there is no spread to areas occupied by other ground cover varieties.

## **C. Trees and Palms**

- **Maintenance Pruning**  
Suckers and new sprouts will be removed from tree trunks on a routine basis. Low limbs and branches will be pruned and maintained to provide a ten-foot (10') clearance over walkways, sidewalks, parking lots and other areas, which would interfere with vehicles and/or pedestrians. Overall ten-foot (10') clearance will be maintained on all trees unless certain varieties dictate a lower branch height. Limbs and branches, which obstruct the view of street signage, will be

- b) Shrubs and ground cover - Three applications per year, April, July, and November with one (1) lb. of Lesco. 8-1010 fertilizer per one hundred (100) sq. ft., or equal as approved by the Director of Public Works of North Bay Village.
- c) Trees - Two applications per year, April and September, with one-half lb. of 6-6-6 or 8-10-10 Lesco fertilizer per 1" caliper measured 24" above root ball.
- d) Palms - Three applications per year, as per schedule for tree fertilization, as follows:
  - i. Palms 4'-6' overall height - one-half lb. of improved Palm Special fertilizer per application.
  - ii. Palms 8'-12' overall height - one (1) lb. of improved Palm Special fertilizer per application.
  - iii. Palms 14'-50' overall height - three (3) lbs. of Improved Palm fertilizer per application.
- e) Seasonal - One initial and one mid-term application of Nutricote total seventy (70) day 13-3-13 fertilizer for each seasonal color planting, or equal as approved by the Director of Public Works of North Bay Village.
- f) Trace Element Deficiency - Shrubs and ground cover - If plants begin to show systems of chlorosis, drench root-ball area, as needed, with Minor-gro Mix, 798-C, by Vigoro (or equal). Follow manufacturer's instructions, or equal as approved by the Director of Public Works of North Bay Village.
- g) Contractor shall maintain, and repair Village-wide irrigation system as needed. Prior approval must be obtained by the Public Works Department. Village will pay for materials used.
- h) Mulching - All those areas with mulch will be maintained by the Contractor, as well as any new areas as designed by the Village. The mulch will be supplied by the contractor.

5.3 **Areas Specifically Covered By This Contract**

**a) Treasure Island** *U*

All grass areas on each side of Hispanola and Adventure Avenues. All grass areas at the Schonberger Park, Public Works Building and yard. All mediums on Adventure Avenue, Hispanola Avenue and North Treasure Drive. All sidewalks and curbs. Pirates Alley. Hedge trimming and weed control, Village parking lot adjacent to the nursing home at the intersection of North Treasure Drive and Mutiny Avenue.

Company assumes responsibility for all damage, including irrigation components, replacement of turf, plant life, that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

1. The removal of storm or freeze-related debris.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control. Litter to be picked up Village-wide every day Contractor is working

All mediums from the middle of the west flat bridge to the east drawbridge. All areas within the public right-of-way along Kennedy Causeway, more specifically those areas on both sides just west of the east drawbridge, the area in front of Channel 7 and that area on the north side of the east and west flat bridges.

Company assumes responsibility for all damage, including irrigation components, replacement of turf, plant life, that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

1. The removal of storm or freeze-related debris.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control. Litter to be picked up Village-wide every day Contractor is working along the right of way and other Village properties.

MEH.

## SECTION 7- EVALUATION PROCEDURES

### 7.1 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 is independent and licensed to practice in the State of Florida. ✓
  - b) The Vendor has no conflict of interest with regard to any other work performed by the vendor for North Bay Village. >
  - d) The Vendor has a record of quality work. \
  - e) The Vendor 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(s) that do not meet the following qualifications shall be deemed non-responsive.**

Vendor shall be in good standing with all regulatory departments of the State of Florida.

Vendor shall have at least one operating office located within Florida

3. Evaluation Criteria:

- IFM | 200  
=50
- ✓ a) Expertise and Experience and process for providing services (Maximum Points - 50)  
(i.e. the firm's past experience on providing these services))
  - b) Responses of references (Maximum Points - 25)
  - c) Cost (Maximum Points - 25)

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

## **SECTION 8 - 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 2016-004) 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 on or before September 9, 2016 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Vendor.

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

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 services

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.

- 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

## **SECTION 11 – 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 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 subVendors, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____
_____	_____	_____

**FORM 3  
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or supervisor that will be overseeing the laborers assigned to our Village under the specification of NBV RFP 2016-004. 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

**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor (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

**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)

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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:

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

\_\_\_\_\_  
(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

ADD



## North Bay Village

Administrative Offices

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

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

### *Addendum 1*

*Issued on September 6, 2016*

VILLAGE LANDSCAPING MAINTENANCE SERVICES

**RFP NO. NBV RFP 2016-004**

Issued by: North Bay Village

#### **Notice to all Bidders:**

1. Question:  
Can you provide the yards of mulch for the city landscaping proposal? Page 21 section H

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

2. Question:  
Can you provide on average the amounts of plants used historically in the past for replacement or any info on Section G on page 20?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

3. Question:  
What is the tree count or can you provide information on section D on page 20 from past services?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services.**

**ANSWER:** The month of February should be included. The paragraph should read as follows:

- **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, February, March and April.

10. Question:

✓ Page 19 – Raking: States that use of leaf blowers is prohibited. Is this correct? Please confirm. Also, can you provide copy of City’s noise ordinance.

**ANSWER:** The use of leaf blowers will not be allowed. The noise ordinance is attached to this Addendum.

11. Question:

Page 20 – Plantings/Replacement: Need to know quantity of seasonal plants included in this replacement program otherwise it’s not an apples to apples comparison.

**ANSWER:** The Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services or as directed by the Village.

12. Question:

Page 21 – Mulching: No frequency of mulch application listed. Please clarify.

**ANSWER:** The Village does not have the frequency amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services. In addition, the bidder should provide a minimum of 2” of mulch per application or as directed by the Village.

13. Question:

Page 22 – North Bay Island: First paragraph talks about maintaining trees, shrubs, and hedges within any public right of way on the island. Does this include the “undefined” right of way/swale in front of resident homes? Please clarify this with more specifics.

**ANSWER:** In North Bay Island, the Village right-of-way is approximately 25 feet from the roadway centerline on both sides. Any vegetation that encroaches on the right-of-way needs to be maintained.

Chapter 96

NUISANCES, NOISE

General Provisions

- § 96.01 Amusement rides and carnival equipment prohibited.
- § 96.02 Odors, disturbing noise, and the like prohibited.

Noise Restrictions

- § 96.10 Excessive or unusual noises prohibited.
- § 96.11 Music.
- § 96.12 Bells, sirens, horns, and the like.
- § 96.13 Soft-drink stands or restaurants.
- § 96.14 Discharge of guns, firecrackers, and the like.
- § 96.15 Construction activity.
- § 96.16 Blowers, fans, and engines.
- § 96.17 Motorboats to have mufflers.
- § 96.18 Motor vehicle burglar alarms.

GENERAL PROVISIONS

§ 96.01 Amusement rides and carnival equipment prohibited.

(A) The operation or maintenance of any merry-go-round, Ferris wheel, roller coaster, whip, pony ride or pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village shall, for the purpose of this section be deemed a nuisance detrimental to the health, convenience, comfort, welfare, and safety of the citizens of the Village and the creation of such a nuisance is hereby declared to be unlawful.

(B) It shall be unlawful for any person to operate, maintain, or permit any merry-go-round, Ferris wheel, roller coaster, whip, pony ride, pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village.

(1964 Code, § 13-2; Ord. 122, passed 5-1-57; Am. Ord. 143, passed 12-10-58)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.02 Odors, disturbing noise, and the like prohibited.

Whoever, in the Village, shall commit, or shall aid, abet, or assist another in maintaining any

source or cause of noxious odor or of any loud disturbing noise or other nuisance, or causing the same to exist, shall be guilty of an offense against the Village.

(1964 Code, § 13-7(z))

Cross reference—General penalty for Code violations, § 10.99.

NOISE RESTRICTIONS

§ 96.10 Excessive or unusual noises prohibited.

It shall be unlawful to make any loud, unnecessary, excessive, or unusual noise in the Village. (1964 Code, § 13-8(1); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.11 Music.

(A) Operation of radios, phonographs, or other sound-making devices, bands, orchestras, and musicians. It shall be unlawful for any person owning, occupying or having charge of any building or premises or any part thereof, in the Village, at any time to cause or suffer or allow any loud, unnecessary, excessive, or unusual noises in the operation of any radio, phonograph, or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician, or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician, or group of musicians, where the noise or music is plainly audible at a distance of 100 feet from the building, structure, vehicle, or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance of 100 feet from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section.

(1964 Code, § 13-8(z))

(B) Hours of operation of juke boxes and radios.

(1) It shall be unlawful for any person owning, occupying, or having charge of any

(B) above and authorize the construction activity at times other than allowed herein only as is necessary to meet the emergency.

(1964 Code, § 13-8(8); Ord. 198, passed 7-19-67; Am. Ord. 83-18, passed 9-28-83; Am. Ord. 84-07, passed 8-28-84)

**Cross reference**—General penalty for Code violations, § 10.99.

**§ 96.16 Blowers, fans, and engines.**

It shall be unlawful to operate or cause to be operated any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that the same shall not cause annoyance to the public or disturb the rest and quiet of persons residing or occupying property near enough thereto to be annoyed by the unmuffled blower, fan, or exhaust of any such engine.

(1964 Code, § 13-8(9); Ord. 198, passed 7-19-67)

**Cross reference**—General penalty for Code violations, § 10.99.

**§ 96.17 Motorboats to have mufflers.**

It shall be unlawful for any person to operate, or for the owners of any motorboat or outboard motorboat to permit same to be operated upon any river, bay or waterway in the Village, unless such motorboat or outboard motorboat is equipped with an adequate muffler, which muffler shall not be open or cutout while the boat is being operated. However, in the case of a sanctioned race, permission may be granted by the Village Manager to operate motorboats without mufflers.

(1964 Code, § 13-8(10); Ord. 198, passed 7-19-67)

**Cross reference**—General penalty for Code violations, § 10.99.

**§ 96.18 Motor vehicle burglar alarms.**

(A) Definition. The following term shall have the following meaning for purposes of this section:

"Alarm system" shall mean a motor vehicle siren or horn alarm system contained in or appurtenant to a motor vehicle, designed to activate and sound in the event of a break in or attempted invasion of the vehicle.

(B) It shall be unlawful for any motor vehicle equipped with an alarm system to activate and emit a siren or horn noise, audible at the distance of 100 feet intermittently or continuously within a period in excess of 15 minutes between the hours of 11:00 p.m. and 7:00 a.m.

(C) Any person who owns or has custody of any such offending motor vehicle shall be deemed in violation of this section and upon the first occurrence, receive a warning that a subsequent occurrence within 120 days shall result in enforcement action under Chapter 153 and subject to a civil penalty of up to \$100.00.

(D) Any duly designated law enforcement officer and code enforcement officer is authorized and empowered to enter without force upon private property in order to detect and issue a citation and/or notice of violation to and upon any person who violates the provisions of this section.  
(Ord. No. 93-12, § 1, 10-12-93)

ADD



## North Bay Village

Administrative Offices

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

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

*Addendum 2*  
*Issued on September 7, 2016*

VILLAGE LANDSCAPING MAINTENANCE SERVICES

**RFP NO. NBV RFP 2016-004**

**Issued by:** North Bay Village

**Notice to all Propers:**

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, 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.

PROOF OF RECEIPT

**Recipient Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Company:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**SUBMIT WITH RFP RESPONSE**



## VILLAGE LANDSCAPING MAINTENACNE SERVICES

RFP NO. NBV RFP 2016-004



SFM SERVICES, INC.  
9700 NW 79<sup>TH</sup> AVE.  
HIALEAH GARDENS, FL 33016  
MR. CHRISTIAN INFANTE  
PH: 305-818-2424 ext. 17



**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing the total costs for the Village for landscaping maintenance services as described in this request for proposals scope of services. The total cost is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. If the Village acquires additional land during the time of any of the below contracts, the Village and vendor will negotiate the cost of the additional services requested.

Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<u>TOTAL COST FOR 1ST YEAR CONTRACT</u>	\$ 84,591.00
<u>TOTAL COST FOR 2<sup>ND</sup> YEAR CONTRACT</u>	\$ 86,292.00
<u>TOTAL COST FOR 3<sup>RD</sup> YEAR CONTRACT</u>	\$ 88,008.00

Taxpayer 59-2766887 Identification Number:

BIDDER: SFM Services, Inc.  
(Company Name)

  
(Signature of Authorized Representative)

Christian Infante, President  
(Printed Name and Title)

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

1. Full Name of Business Concern (Proposer): SFM Services, Inc.

Principal Business Address: 9700 NW. 79 Ave.  
Hialeah Gardens, FL 33016

2. Principal Contact Person(s): Christian Infante

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>Christian Infante</u>	<u>1430 Cecilia Ave Coral Gables, FL 33146</u>	<u>President</u>
<u>Jose M. Infante</u>	<u>840 Granada Groves Ct. Coral Gables, FL 33134</u>	<u>Vice President</u>

If a corporation, in what state incorporated: Florida  
Date Incorporated: January 8 1987  
Month Day Year  
If a Joint Venture or Partnership, date of agreement: N/A

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

Name	Address	Title
<u>1. SFM Services, Inc.</u>	<u>- Christian Infante - 9700 NW 79 Ave. Hialeah Gardens, FL 33016</u>	<u>President</u>
<u>2.</u>		

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

1.

N/A

2.

7. Licenses:

a. County or Municipal Occupational License No.

SFM Services Inc. - 6485858

(Attach Copy)

b. Occupational License Classification:

213 - Service Business

c. Occupational License Expiration Date:

September 30, 2016

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

59-2766887

**FORM 3  
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or supervisor that will be overseeing the laborers assigned to our Village under the specification of NBV RFP 2016-004. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- 
- A. Name & Title - SEE Attached Resumes
- 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

**Christian Infante**  
9700 NW 79<sup>th</sup> Ave.  
Hialeah Gardens, Fl. 33016  
cinfante@sfmtservices.com

**Education**

1992 to 1996 Christopher Columbus High school  
1997 to 2002 Florida International University  
Bachelor's degree in Marketing  
2006 University of Florida  
Certificate Course in Horticulture  
2008 ISA Certified Arborist

**Experience**

1998 to Present SFM Services, Inc.  
Oversee all aspects of janitorial and landscape operations  
Implemented floor care programs  
New account start ups  
Directly involved in all phases of disaster recovery projects  
Maintain business relations with clients  
Prepare government bids  
Sales and Marketing  
New contract negotiations and business development

**Additional Skills**

Certified Arborist with ISA  
Fluent in English and Spanish  
Computer literate: Microsoft Word, Excel, Powerpoint,  
Effective Management, Communication, and Leadership  
skills, C.P.R. Certified  
MOT Certified (Maintenance of Traffic)

**Volunteer  
Activities**

Board of directors of Jose Peres ALS Recovery Golf Classic.  
Miami Lighthouse for the Blind Business Advisory Board  
Trustee Member of the Greater Miami Chamber of  
Commerce  
Pillar Member Miami Beach Chamber of Commerce  
BNI Member (Business Network International)

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: City of Doral  
Address: 8401 NW 53rd St.  
Doral FL 33166  
Phone Number: 305-593-6725  
Principal Contact Person(s): Rudy DeLaTorre - Public Works  
Year Contract Initiated: 2006<sup>old</sup> to Present
2. Name of Agency: City of Coral Gables  
Address: 2800 SW 72nd Ave  
Miami, FL 33155  
Phone Number: 305-460-5130  
Principal Contact Person(s): Mr. Troy Springmeyer - Public Service  
Year Contract Initiated: 2002 to Present
3. Name of Agency: City of Miami Beach  
Address: 1700 Convention Center Drive  
Miami Beach, FL 33139  
Phone Number: 305-673-7000  
Principal Contact Person(s): Mr. Rodney Knowles  
Year Contract Initiated: 2011<sup>old</sup> to Present<sup>old</sup>

**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that SFM Services, Inc. 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)  
Christian Infante  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Title  
9/16/16  
\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at SFM Services, Inc. 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 Christian Infante as President, of SFM Services, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of SFM Services, Inc. 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 none as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6<sup>th</sup> day of September, 2016.

June 30, 2020  
My Commission Expires:

Diana Lynn Sanchez  
NOTARY PUBLIC

Diana Lynn Sanchez



**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)
1	9-6-16	Christian Infante	Pres.	
2	9-7-16	Christian Infante	Pres.	

**FORM 7**

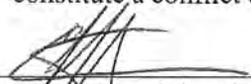
**INDEPENDENCE AFFIDAVIT**

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

1. (He/She is Christian Infante of SFM Services, Inc., 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)  
Christian Infante  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Title  
9/6/16  
\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at SFM Services, Inc the day and year written above

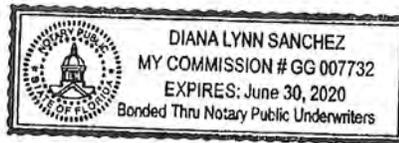
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Christian Infante as President, of SFM Services, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of SFM Services, Inc 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 is personally known to me or has produced none as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6<sup>th</sup> day of September, 2016

June 30, 2020  
My Commission Expires:

Diana Lynn Sanchez  
NOTARY PUBLIC  
Diana Lynn Sanchez

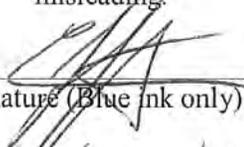


**FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL**

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 Christian Infante of SFM Services, Inc., 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)

Christian Infante  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

9/6/16  
\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at SFM Services, Inc. the day and year written above

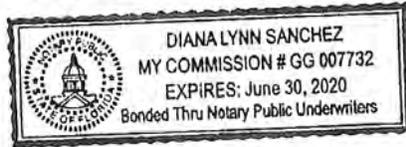
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Christian Infante as President, of SFM Services, Inc., 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 none as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6<sup>th</sup> day of September, 2016.

June 30, 2020  
My Commission Expires:

Diana Lynn Sanchez  
NOTARY PUBLIC  
Diana Lynn Sanchez



**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:

Christian Infante - President

[print individual's name and title]

for

SFM Services, Inc.

[print name of entity submitting sworn statement]

whose business address is

9700 N.W. 29 Ave.

Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2766887  
(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 )

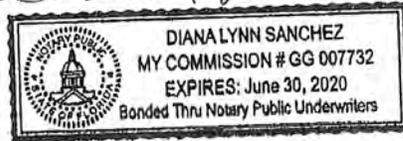
)

COUNTY OF MIAMI-DADE )

On this the 6<sup>th</sup> day of September, 20 16, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Christian Infante 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.

Diana Lynn Sanchez  
\_\_\_\_\_  
Notary Public, State of Florida  
Diana Lynn Sanchez



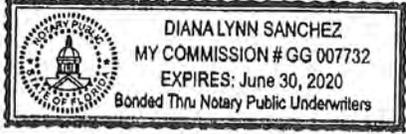
NOTARY PUBLIC:  
SEAL OF OFFICE:

*Diana Lynn Sanchez*

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

*Diana Lynn Sanchez*

*Christian Infante*  
 Personally known to me, or



\_\_\_ Personal identification:

\_\_\_  
(Type of Identification Produced)

\_\_\_ Did take an oath, or

\_\_\_ Did Not take an oath



## North Bay Village

Administrative Offices

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

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

### *Addendum 1 Issued on September 6, 2016*

#### VILLAGE LANDSCAPING MAINTENANCE SERVICES

#### RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

#### **Notice to all Bidders:**

1. Question:  
Can you provide the yards of mulch for the city landscaping proposal? Page 21 section H

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

2. Question:  
Can you provide on average the amounts of plants used historically in the past for replacement or any info on Section G on page 20?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

3. Question:  
What is the tree count or can you provide information on section D on page 20 from past services?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services.**

4. Question:

Irrigation repairs are to be included up to 1" inch pipe? Page 21 section G.

**ANSWER: Up to 2" inch pipe with associated fittings and labor. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

5. Question:

Confirm 24 cut mow schedule. Page 18 section A.

**ANSWER: The Village recommends following the schedule shown in the RFP or every two weeks, whichever is shorter at the discretion of the Village.**

6. Question:

What are the exact boundaries? We were just told the Causeway & the 3 islands. Is it possible to be given more definitive boundaries?

**ANSWER: Using as a reference the picture in the RFP, the east most end bent of the first concrete bridge is the western Village limit. Proceeding east bound up to the west most end bent of the last bridge is the eastern limit of the Village.**

7. Question:

Is it at all possible to be given a count of palms, annuals, mulch bags, or acreage of grass?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

8. Question:

I was actually wondering if this was previously bid out & if so, what was it bid at?

**ANSWER: The scope of work from the previous bid has substantially changed, therefore it does not compare and the previous bid amount is not applicable.**

9. Question:

Page 18 – Mowing: There is a typo on the months of service. February service is missing. Can you please clarify, and provide exact number of services requested per year?

**ANSWER:** The month of February should be included. The paragraph should read as follows:

▪ **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, February, March and April.

10. Question:  
Page 19 – Raking: States that use of leaf blowers is prohibited. Is this correct? Please confirm. Also, can you provide copy of City’s noise ordinance.

**ANSWER:** The use of leaf blowers will not be allowed. The noise ordinance is attached to this Addendum.

11. Question:  
Page 20 – Plantings/Replacement: Need to know quantity of seasonal plants included in this replacement program otherwise it’s not an apples to apples comparison.

**ANSWER:** The Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services or as directed by the Village.

12. Question:  
Page 21 – Mulching: No frequency of mulch application listed. Please clarify.

**ANSWER:** The Village does not have the frequency amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services. In addition, the bidder should provide a minimum of 2” of mulch per application or as directed by the Village.

13. Question:  
Page 22 – North Bay Island: First paragraph talks about maintaining trees, shrubs, and hedges within any public right of way on the island. Does this include the “undefined” right of way/swale in front of resident homes? Please clarify this with more specifics.

**ANSWER:** In North Bay Island, the Village right-of-way is approximately 25 feet from the roadway centerline on both sides. Any vegetation that encroaches on the right-of-way needs to be maintained.

14. Question:

Is a performance bond required?

**ANSWER: YES, IT IS MANDATORY.**

BROOF OF RECEIPT

Recipient Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

  
Christian Infante  
SFM Services  
9-8-16

**SUBMIT WITH RFP RESPONSE**



## North Bay Village

Administrative Offices

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

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

*Addendum 2*  
*Issued on September 7, 2016*

VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

**Notice to all Propers:**

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, 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.

PROOF OF RECEIPT

Recipient Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

*Christina Infante*  
*SFM Services*  
*9-8-16*

SUBMIT WITH RFP RESPONSE

**Tab. 2 Statement of Qualifications**

SFM Services, Inc. appreciates the opportunity to participate in the procurement process for landscape maintenance services and is proud to have been servicing the city of North Bay Village since 2012. SFM has been providing landscape maintenance services since 1987 to a mixed client base composed of major public facilities, government entities and commercial properties. We have the knowledge, experience, resources, and financial stability to carry out the services specified in this RFP. Enclosed you will find that SFM has several comparable contracts.

SFM is your complete landscape service company. Aside from routine maintenance SFM also offers with its own in house work forces the following:

- Landscape Installation
- Tree trimming & removal
- Irrigation Installation
- Landscape Design
- Certified Arborist Consulting
- Disaster Recovery

SFM stockholders Mr. Jose Infante and Christian Infante are both ISA Certified Arborists. Jose Infante is also a licensed commercial pesticide applicator and a FNGLA Certified Landscape Maintenance Technician. (See attached certificates) Additionally, SFM has 2 other ISA certified arborists on staff. The SFM team uses the horticultural best management practices possible.

Some of SFM’s notable clients in landscape services are the following entities:

- City of Coral Gables
- City of Miami Beach
- Homestead Miami Speedway
- City of South Miami
- Town of Miami Lakes
- City of Doral

SFM is headquartered in Hialeah Gardens and also owns a 10-acre tree farm in Homestead. SFM currently has approximately 650 employees. Many of them receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



SFM is the premier landscaping company in South Florida, recognized for our exceptional landscape maintenance, and installation. We maintain and service commercial properties, communities, and cities across South Florida. You can see our work along South Florida's most prominent roads including: City of Coral Gables, City of Doral, City of South Miami, City of Miami Springs, City of Miami Beach, and several others.

Our team of experienced landscape professionals is equipped with a vast knowledge in horticulture. That, plus access to the latest equipment and a fleet of 75 vehicles, sets us apart from others. SFM is not your typical landscape company. We offer a variety of landscape services including: landscape installation and maintenance, tree care, debris removal, irrigation installation and maintenance and disaster recovery services.

SFM Services is part of FNGLA (Florida Nursery, Growers and Landscape Association) and of the ATSSA (American Traffic Safety Services Association) for Safer Roads. We are also Florida Department of Transportation or FDOT pre-qualified.

**Benefits of Hiring SFM Services:**

- Over 650 employees in Miami-Dade County
- Experience managing public venues
- SFM ownership will be directly involved
- Equipped for Hurricane Clean Up
- **4 Certified Arborists a phone call away**

We enforce a drug free policy and all employees are bonded and go through a criminal background check. We are a local certified minority owned company and we are confident that we are the right choice for City of North Bay Village.

Respectfully Submitted,

*Christian Infante*

Christian Infante  
President



**Tab. 3 Project Approach**

SFM has successfully provided landscape maintenance services to the City of North Bay Village from 2012 to present. We have the knowledge, experience, resources, and financial stability to carry out the services specified in this RFP. We are proposing the following staff to service the City of North Bay Village contract:

- 1 Contract Manager, Alain Barriero. Mr. Barriero has been the contract manager for SFM in North Bay Village. He will be the point of contact with the City.
- 2 Landscape Crew Foramens
- 2 Landscape Maintenance Crews
- 1 Irrigation Maintenance Crew
- 1 ISA Certified Arborist to oversee tree/palm trimming.
- 1 Project work Crew. (Mulching, fertilizing, flower planting)



The price quoted includes the following as stated in the RFP:

<b>Scope of Work</b>	<b>Frequency</b>
Landscape maintenance indicated areas in NBV	26 x per year
Irrigation wet check	12 x per year
Mulching	1 x per year
Trimming of Palms	1 x per year
Changing of flowers at 4 Island entrances	2 x per year
Fertilization of palms and shrubs	3 x per year
Fertilization of trees and sod	2 x per year

**Communication & Work Schedules**

Work schedules are based on the specifications of the RFP. A yearly calendar (Sample below) will be provided to the City representative. Daily reports will be sent via email notifying what areas of the City where completed the previous day and what area will be worked on the following day.

*“SAMPLE YEARLY SCHEDULE”*

<b>Task</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Mowing/Edging	x	x	x	x	x	x	x	x	x	x	x	x
Fertilize Turf/Shrubs		x			x				x			
Tree Trimming					x							



**“SAMPLE OF DAILY REPORT”**



Daily Maintenance Checklist

Date: \_\_\_\_\_  
Contract: North Bay Village  
Location: #1 - JFK Causeway Medians  
Crew Leader: \_\_\_\_\_

Mowing	<input type="checkbox"/>	Weed Control	<input type="checkbox"/>
Edging	<input type="checkbox"/>	Pest Control	<input type="checkbox"/>
Weeds	<input type="checkbox"/>	Fertilizer	<input type="checkbox"/>
Blower	<input type="checkbox"/>	Tree Trimming	<input type="checkbox"/>

Irrigation Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alain Barreiro  
Supervisor Name: \_\_\_\_\_

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



**Tab 4. Ability to Meet the Project Services**

As previously mentioned in Tab 3, the scope of work will be performed with the following staff:

- 1 Contract Manager
- 2 Landscape Crew Foremen
- 2 Landscape Maintenance Crews
- 1 Irrigation Maintenance Crew
- 1 ISA Certified Arborist to oversee tree/palm trimming.
- 1 Project work Crew. (Mulching, fertilizing, flower planting)

Below is actual monthly schedule provided to North Bay Village.

 <b>City of North Bay Village MAINTENANCE CHECKLIST -August 2016</b>									
Area ID	Level of Service	Location	DATE: Week 1	DATE: Week 2	DATE: Week 3	DATE: Week 4	DATE: Week 5	# of Services	Comments
<b>LEVEL SERVICE LOTS</b>									
1	26	JFK Causeway Medians		8/8/16		8/22/16			Mowing, Edging, Weeds, Blower, Weed Control and Tree Trimming
2	26	Wall Area of North Bay Island		8/8/16		8/23/16			
3	26	Harbor Island and Vogel Park		8/9/16		8/23/16			
4	26	Harbor Island Police Yard		8/9/16		8/23/16			
5	26	Harbor Island Ixora West / East		8/9/16		8/23/16			
6	26	North Treasure Island & Dog Alley		8/8/16		8/22/16			
7	26	Treasure Island		8/9/16		8/22/16			
8	26	Police Station / PW / Toddler Park		8/9/16		8/22/16			
9	26	Treasure Island Trinette		8/9/16		8/23/16			
		Hispanola Ave and Adventura		8/8/16		8/22/16			
		City of North Bay Village							



## Equipment

SFM has all the necessary equipment and personnel needed to provide landscape services requested in the RFP. Below please find inventory of vehicles and equipment as well as a few pictures.

(3) Bucket Trucks

(3) Chippers. Bandit & Vermeer

(3) Stump grinders



(25) Scag Mowers (Propane Fuel)



(55) Pick up trucks. Chevy & Ford

All smaller equipment used will be ECHO brand.

- Power trim edgers
- Back pack blowers
- String trimmers
- Assorted hand tools



**ECHO**  
Outdoor Power Equipment

(2) Self loader grapple trucks. (40CY)



## Hurricane Recovery Equipment



Supply and transport up to 50 gallons of fuel for emergencies.



Bucket trucks available to trim any dangerous branches.



Front end loaders to perform the "1<sup>st</sup> pass" through main artery roads.



Excavator with chipper attachment to mulch collected debris.



Self loader grapple truck to pick up debris from right-of-ways.



## **Tab 5: Number of Years Experience**

SFM has been providing landscape maintenance services since 1987 to a mixed client base composed of major public facilities, government entities and commercial properties.

SFM is your complete landscape service company. Aside from routine maintenance SFM also offers with its own in house work forces the following:

- Landscape Installation
- Tree trimming & removal
- Irrigation Installation
- Landscape Design
- Certified Arborist Consulting
- Disaster Recovery

Some of SFM's government clients in landscape services are the following:

1. City of Coral Gables
2. City of South Miami
3. City of Miami Beach
4. Town of Miami Lakes
5. City of North Bay Village
6. City of North Miami Beach
7. City of Doral
8. City of Miami
9. Miami Parking Authority
10. Miami Dade County School Board
11. City of Miami Springs
12. City of Miramar
13. City of Lauderdale
14. City of Dania Beach
15. City of Coconut Creek
16. FDOT District 6 & 4



## **Tab. 6 Personnel Qualifications**

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ FNGLA Maintenance Technicians
- ✓ Licensed Herbicide Applicators
- ✓ Horticultural Certifications
- ✓ Tree Trimmer Licensed



**Jose M. Infante**, Founder and Vice President of SFM Services has forty (40) years of experience in the landscape industry. He is also a certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association) He also holds a pest control applicator license.



**Christian Infante**, President has seventeen (17) years of experience in landscape management & irrigation. Mr. Infante has a Bachelor's degree in Business Marketing & Management from Florida International University (FIU), an ISA Certified Arborist, and a certification in Horticulture and M.O.T. traffic control.



**Mario Cantero**, Landscape Manager. Mr. Cantero has been oversees all landscape operations. He has nine (9) years of experience in the service industry. He is M.O.T. certified and certified in Horticultural Studies. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.



**Robert Fisk**, Environmental Planner has a bachelor degree in landscape architecture from Louisiana State University. Mr. Fisk is also an ISA certified arborist and has over 15 years of landscape & irrigation experience.



**Robert Sunshine**, ISA Certified Arborist and SFM project manager with 10 years of experience in landscape management. Robert currently completed overseeing a large landscape and irrigation project for SFM at the Zoo Miami.





**SFM Maintenance Crews.** Management strongly believes in promoting from within our own staff. All supervisors have begun at the maintenance personnel level. SFM has very low turnover compared to other firms in the industry.



**Rodney McNeil**, Athletic Fields Specialist. Mr. McNeil has four years of agronomy related studies. He has been directly involved in all of all phases of golf course construction from land clearing through turf grass establishment. He is a member of the Florida Turf Grass Association, Florida Golf Course Superintendents Association, and the Golf Course Superintendents Associations of America.



**Alex Vila**, Asset Manager. Mr. Vila plans, directs, and coordinates the operation of SFM's fleet of over 70 vehicles and equipment. He also oversees the preventative maintenance program for equipment and vehicles.



**Sandy Lopez**, Human Resource & Payroll handles all SFM's HR duties. Also oversees that payroll is submitted on time. Employees with any issues or accident reports meet with Maria routinely.



**Ester Garcia**, Chief Financial Officer oversees all the daily accounting activities for SFM. Due to this labor intensive industry, daily reviews of direct labor and overhead absorption and produce analysis for management. Complete monthly financial review with recommendations to management.

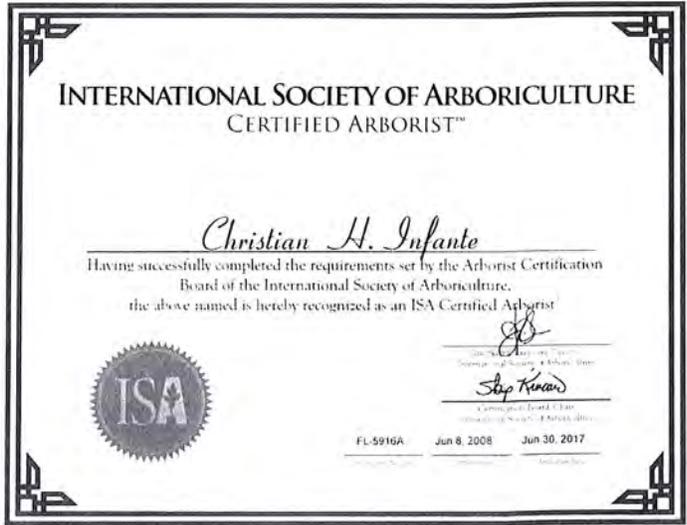


**Mario Lignarolo**, Vice President of Business Development has twenty (20) years of experience in related management. During 2005 and 2006, Mr. Lignarolo ran all the day-to-day operations of SFM Services, Inc. in Mississippi post Hurricane Katrina.

**Luis Yibirin**, Senior Project Manager has four (04) years of experience in related management. Mr. Yibirin assisted all SFM operations in Mississippi. He is a Certified General Contractor by the State of Florida and is familiar with OSHA rules and regulations.



**Licenses & Certifications**



CLASS: **A**

**TREE TRIMMER LICENSE**

TTL#: **A- 528** EXPIRES: **08/31/2016**

**SFM SERVICES, INC.**  
 9700 NW 79TH AVENUE  
 HIALEAH GARDENS, FL 33016

TRAINED EMPLOYEE: JOSE M. INFANTE



# FNGLA CERTIFICATIONS

*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.*

## **SFM SERVICES, INC.**

is a member of the  
**Florida Nursery, Growers & Landscape Association**  
 through June 30, 2015

  
 Ben Bolusky, Executive Vice President



*Member in good standing since 2009*



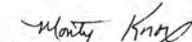
The Florida Nursery, Growers & Landscape Association  
*Confers on*

Jose Infante Certificate No. M33 0033

*The Title of*  
 FNGLA Certified Landscape Maintenance Technician (FCLMT)



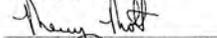
March 31, 2013  
 Expiration Date

  
 Monty Knox, FNGLA President

  
 Ben Bolusky, FNGLA CEO

February, 2010  
 Certified Since

  
 Harold Jenkins, FNGLA Certification Chair

  
 Merry Mott, FNGLA Certification Dir



# BEST MANAGEMENT PRACTICES

 FLORIDA GV7762-1 Certificate # GV7762 Trainee ID #	<b>Certificate of Training Best Management Practices Florida Green Industries</b>	<b>UF UNIVERSITY of FLORIDA</b> IFAS Extension
The undersigned hereby acknowledges that		
<b>Eduardo Rivera</b>		
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.		
<u>Dr. L.E. Trenholm</u> Issuer	<u>H. Mayer</u> Instructor	<u>12/1/2009</u> Date of Class
		<u>Heather Ritchie</u> DEP Program Administrator
Not valid without seal		

 FLORIDA GV25406-1 Certificate # GV25406 Trainee ID #	<b>Certificate of Training Best Management Practices Florida Green Industries</b>	<b>UF UNIVERSITY of FLORIDA</b> IFAS Extension
The undersigned hereby acknowledges that		
<b>Mario Cantero</b>		
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.		
<u>Donald P. King</u> Issuer	<u>H. Mayer</u> Instructor	<u>10/29/2013</u> Date of Class
		<u>Lee Hankins</u> DEP Program Administrator
Not valid without seal		



# PESTICIDE LICENSE

Florida Department of Agriculture and Consumer Services  
 Pesticide Certification Office  
 Commercial Applicator License  
 License # CM18951

STATE OF FLORIDA  
 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
 PESTICIDE CERTIFICATION OFFICE  
 6.5A

Issued: March 1, 2012 Expires: February 29, 2016

*[Signature]*

Florida Department of Agriculture and Consumer Services  
 Pesticide Certification Office  
 Authorized Purchasing Agent for Restricted Use Pesticide  
 Authorizing License: (M18951)

STATE OF FLORIDA  
 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
 PESTICIDE CERTIFICATION OFFICE

Issued: March 1, 2012 Expires: February 29, 2016

*[Signature]*

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 13, 2014	LF219647	May 12, 2018

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 12, 2018

ROBERT SUNSHINE  
 11331 SW 115TH TERRACE  
 MIAMI, FL 33176

*[Signature]*  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

ROBERT SUNSHINE

LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF219647

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 12, 2018

Signature  
*[Signature]*  
 COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL  
 3125 CONNER BLVD, SUITE N  
 TALLAHASSEE, FLORIDA 32399-1650



# HORTICULTURE CERTIFICATIONS



# MAINTENANCE OF TRAFFIC CERTIFICATIONS

*The American Traffic Safety  
Services Association*

*This is to certify that*  
**Christian Infante**

has demonstrated a thorough knowledge of the standards, guidelines and practices of traffic control in highway construction and maintenance work areas and has completed all the requirements of the American Traffic Safety Certification Program to the satisfaction of the Certification Board, is this date awarded the designation of:

**Traffic Control Supervisor**

and is fully entitled to all the rights and privileges associated with this designation. This certificate will remain in effect until the expiration date noted herein unless otherwise revoked by action of the Certification Board.

Issue Date: 11/05/2013		Training & Products Dept. Director
Expiration Date: 11/12/2017		President, CEO
Certification #: 177632		

*The American Traffic Safety  
Services Association*

*This is to certify that*  
**Jose Infante**

has demonstrated a thorough knowledge of the standards, guidelines and practices of traffic control in highway construction and maintenance work areas and has completed all the requirements of the American Traffic Safety Certification Program to the satisfaction of the Certification Board, is this date awarded the designation of:

**Traffic Control Supervisor**

and is fully entitled to all the rights and privileges associated with this designation. This certificate will remain in effect until the expiration date noted herein unless otherwise revoked by action of the Certification Board.

Issue Date: 11/05/2013		Training & Products Dept. Director
Expiration Date: 11/12/2017		President, CEO
Certification #: 177633		

**Certificate of Qualification**

This certifies that  
**Mario Cantero**

*has attended and successfully completed the Florida DOT Approved Course*  
**Advanced Maintenance of Traffic**

Candidate at Doral, FL on the 23 day of July, 2013.

	Richard Cabrera Instructor	David Page Program Coordinator
Expiration Date: 7/24/2017		

**The American Traffic Safety  
Services Association**

Hereby Recognizes That

**Luis Rodriguez**  
has attended the  
**Florida Intermediate Training-Grant  
Training Course**

February 24, 2009  
EPA  
West Palm Beach, FL  
Location

	Training & Products Dept. Director	Executive Director
---	------------------------------------	--------------------



# Louisiana State University

and

## Agricultural and Mechanical College

On the nomination of the Faculty of the  
College of Design  
has conferred upon

**Robert Wade Fisk**

the degree of

**Bachelor of Landscape Architecture**

with all the Honors, Rights and Privileges to that degree appertaining.

In Testimony Whereof, the seal of the University and the signatures as authorized  
by the Board of Supervisors are hereunto affixed. Given at Baton Rouge, Louisiana  
May twenty-first, nineteen hundred and ninety-two.

*Rolfe H. McColister Jr.*  
Chairman of the Board of Supervisors

*Allen G. Copping*  
President



*William E. Davis*  
Chancellor

*Kim Cargant*  
Dean



# OCCUPATIONAL LICENSE

10751

## Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

5770822

**BUSINESS NAME/LOCATION**  
SFM LANDSCAPE SERVICES LLC  
9700 NW 79 AVE  
HIALEAH GARDENS FL 33016

**RECEIPT NO.**  
**RENEWAL**  
**1743963**



**EXPIRES**  
**SEPTEMBER 30, 2016**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
SFM LANDSCAPE SERVICES LLC  
Employee(s) 100

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$450.00 09/16/2015  
CHECK21-15-130371

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.  
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

03882

## Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

6221246

**BUSINESS NAME/LOCATION**  
SFM SERVICES INC  
9700 NW 79 AVE  
HIALEAH GARDENS FL 33016

**RECEIPT NO.**  
**RENEWAL**  
**6485858**



**EXPIRES**  
**SEPTEMBER 30, 2016**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
SFM SERVICES INC  
Employee(s) 15

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$67.50 09/16/2015  
CHECK21-15-130075

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.  
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



## **Tab 7 & 8: Past Performance**



### **City of Coral Gables**

2800 SW 72<sup>nd</sup> Ave. Miami, Fl. 33155

Troy Springmyer, Public Service

Ph: 305.460.5130 Fax: 305.460.5133

Email: [tspringmyer@coralgables.com](mailto:tspringmyer@coralgables.com)

Date of Service: 2011 to Present

Contract amount: Approximately \$600,000.00

#### *Description of Service:*

SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming.



### **City of Doral**

8401 NW 53<sup>rd</sup> Terrace. Doral, Fl. 33166

Rudy De La Torre, Public Works

Ph: 305.593.6725 Fax: 305.470.6850

Email: [delatorrer@cityofdoral.com](mailto:delatorrer@cityofdoral.com)

Date of Service: 2006 to Present

Contract Amount: Approximately \$350,000.00

#### *Description of Service:*

SFM has provided complete landscape and irrigation maintenance to the City. SFM also completed the City's first beautification project on NW 58<sup>th</sup> Street. Other services currently provided are street sweeping services and canal cleaning services.



### **Miami Parking Authority**

190 NE 3<sup>rd</sup> Street. Miami, Fl. 33132

Arthur Noriega, CEO

Ph: 305.373.6789 Fax: 305.371.9451

Email: [anoriega@miamiparking.com](mailto:anoriega@miamiparking.com)

Date of Service: 2009 to Present

Contract Amount: Approximately \$400,000.00

#### *Description of Service:*

SFM provides complete landscape maintenance and daily porter service to MPA's 30 parking locations throughout the City of Miami.





**Town of Miami Lakes**

Alex Rey, Town Manager  
Ph: 305.364.6100 Fax: 305.558.8511  
Email: [reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)  
Date of Service: 2004 to Present  
Contract Amount: Approximately \$350,000.00

*Description of Service:*

SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.



**City of Miami Beach (Right of Ways & Buildings)**

Millie McFadden  
Ph: 305-673-7720 Fax: 786.394.5424  
Email: [mililiemcfadden@miamibeachfl.gov](mailto:mililiemcfadden@miamibeachfl.gov)  
Date of Service: 2011 to Present  
Contract Amount: Approximately \$900,000.00

*Description of Service:*

SFM provides complete landscape maintenance (tree trimming, irrigation, litter control, lawn care) throughout the city's right of ways and municipal buildings.

- Additional references are available upon request.
- SFM has never failed to complete work awarded.





Discover the Opportunities™

October 20, 2011

*City Council*

Steven C. Bateman  
Mayor

Judy Waldman  
Vice Mayor

Jon Burgess  
Councilman

Wendy Lobos  
Councilwoman

Elvis R. Maldonado  
Councilman

Stephen R. Shelley  
Councilman

Jimmie L. Williams, III  
Councilman

George Gretsas  
City Manager

*City Hall*

790 N. Homestead Blvd.  
Homestead, FL 33030  
305-224-4400  
www.cityofhomestead.com

SFM Services, Inc.  
9700 NW 79<sup>th</sup> Ave  
Miami, FL 33016

**RE: Letter of Recommendation**

To whom it may concern:

SFM Services, Inc is currently under contract with the City since 2008 for the landscaping maintenance that includes: mowing, weed-eating, edging, weed control, shrub/hedge trimming, tree pruning, litter & debris control, chemical pest control, mulch, and fertilization of all city lots, parks, medians and alleyways. Their performance of work has met all requirements and is within the contract agreement.

Should you have any questions, please feel free to contact me at 305-224-4842.

Sincerely,  
*Dennis Ray Maytan, Jr.*

Dennis Ray Maytan, Jr.  
Director  
Parks & Recreation Department





May 13, 2010

To Whom It May Concern:

Since 2004, SFM Services has provided complete landscape and janitorial services to Homestead-Miami Speedway. Our property is a major public facility measuring over 660 acres. The SFM crew is onsite year round making sure our track is in pristine condition for the 300,000 + patrons that visit us yearly.

Their experience and knowledge in horticulture and event maintenance makes them a key component to our success. I look forward to continue working with SFM Services, Inc. Please feel free to list me as a reference.

Sincerely,

Al Garcia  
Vice President Operations  
Homestead Miami Speedway  
One Speedway Boulevard  
Homestead, Florida 33035  
305.230.5374

**HOMESTEAD-MIAMI SPEEDWAY**

One Speedway Boulevard • Homestead, Florida 33035-1500 • Phone ( 305 ) 230-5000 • Fax ( 305 ) 230-5223  
[www.homesteadmiamispeedway.com](http://www.homesteadmiamispeedway.com)





# Town Of Miami Lakes

15700 NW 67 Avenue, Suite 302 • Miami Lakes, Florida 33014  
(305) 364-6100/Fax (305) 558-8511  
www.townofmiamilakes.com

July 25, 2007

Mr. Christian Infante, Vice-President  
SFM Services, Inc.  
9700 N.W. 79 Avenue  
Miami, FL 33016

Dear Mr. Infante:

Please accept this letter as a reference from the Town of Miami Lakes for the outstanding services currently being provided in the following areas: Landscape Services for Town right-of-ways.

Additional services provided that have been performed to meet the Town's standards as part of the regular right-of-way maintenance include tree trimming, landscape improvements, irrigation installation and maintenance, graffiti removal, litter control services and canal maintenance. The response time has been excellent for both routine and special services requested by the Town, especially after weather related incidents and Town sponsored events.

The Town looks forward to continue maintaining the level of service that our residents have grown accustomed to and appreciate your receptiveness and responsiveness when there has been room for improvement.

Sincerely,

Osdel F. Larrea  
Public Works and Code Compliance Director

cc: SFM file



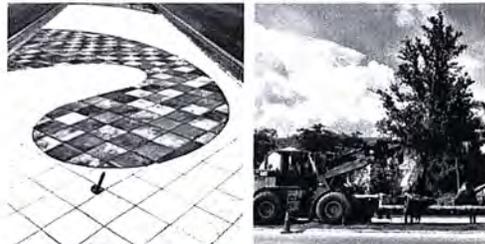
**Landscape Installation**



FDOT Landscape Installation  
Coral Way Exits of SR 826



City of Coconut Creek



Old Spanish Village



## **Tab 9: Litigation**

SFM Services, Inc. has recently been served as a 3<sup>rd</sup> party in a litigation between the Town of Miami Lakes and person who had an accident at Royal Oaks Park that is owned and operated by the Town of Miami Lakes. SFM has been included in the lawsuit because SFM maintained the athletic fields in the park. The alleged accident took place in 2009. This case is still pending.

## **Tab 10: Financial Ability**

### **Trade References**

1. Lopefra  
Ricky Lopez,  
305.431.8551
2. Florida Wood Recycling  
Harvey Schneider  
305.805.0033
3. Veritiv  
Nick Iannone  
561.723.2792

### **Bank Reference**

Wells Fargo  
Ge-Mar Boothe  
305.789.1264

Audited financials are available upon request. SFM Services, Inc.'s revenue is over \$20,000,000.00 per year.



**Tab 11: Hourly Rates**

<b>Description</b>	<b>Hourly Rate</b>
Landscaper with basic tools during regular working hours.	\$26.00
Landscaper with basic tools after working hours. (After 5PM)	\$50.00
Irrigation technician with basic tools.	\$55.00
Water truck with operator.	\$65.00
Bucket truck with operator.	\$135.00
Vacuum street sweeper with operator.	\$85.00
<b>Disaster Recovery Rates</b>	<b>Hourly Rate</b>
Chainsaw with operator.	\$36.00
Self loader truck with operator.	\$140.00
Bucket truck with operator.	\$165.00
Superintendent with pickup truck.	\$60.00
Skidsteer loader with operator.	\$65.00
Backhoe with operator.	\$95.00
Mechanical street sweeper with operator.	\$135.00

- There is a 4-hour minimum for hourly rates above.



# Tab 12: Insurance



## CERTIFICATE OF LIABILITY INSURANCE

SFMSE-1 OP ID: LC

DATE (MM/DD/YYYY)  
07/15/2016

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

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

<b>PRODUCER</b> BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez		<b>CONTACT NAME:</b> Fausto Alvarez <b>PHONE (A/C, No, Ext):</b> 305-364-7800 <b>FAX (A/C, No):</b> 305-714-4401 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> SFM Services, Inc. SFM Janitorial Services LLC 9700 NW 79 Avenue Hialeah, FL 33016		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Amerisure Insurance Company      NAIC # 19488 INSURER B : The North River Ins. Company      21105 INSURER C : Zurich American Insurance Co.      16535 INSURER D : INSURER E : INSURER F :	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retention:\$10,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER	X	GL20654890701	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA206549105	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5811061437	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	WC2066144	12/12/2015	12/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime		MPL647831602	11/01/2015	11/01/2016	Limit 250,000 Ded. 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Homestead to be included as additional insured as respects to General Liability if required by written contract.

<b>CERTIFICATE HOLDER</b>  HOMESTC  City of Homestead 450 SE 6th Avenue Homestead, FL 33030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Brown and Brown of Florida Inc
---	--

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



## **Tab 13: Additional Information** **Distinctive Features Offered**

### **Disaster Recovery Services**

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore for any Emergency, **SFM can deploy additional employees**. Some of our clients in disaster recovery services include:

- Miami-Dade County
- Dade County School Board
- Florida Dept. of Transportation
- City of Doral
- Town of Miami Lakes

SFM's additional crews can be dispatched to:

- Install hurricane shutters
- Debris removal & disposal
- Supply generators, 2-way radios, etc.
- Emergency water extraction & restoration
- Trim low hanging dangerous branches



SFM has provided disaster recovery service to several municipalities after the following storms:

- Hurricane Andrew
- Hurricane Wilma
- Hurricane Katrina (Mississippi & Florida)
- Hurricane Francis
- Hurricane Charley
- Hurricane Dennis
- Hurricane Ike (Texas)



## Street Sweeping Services

SFM owns a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

### **SFM Currently Sweeps:**

- City of Doral
- City of West Park
- City of Lauderdale Lakes
- FDOT District 4
- Town of Miami Lakes



## Pressure Washing Services



SFM has 3 trailer mounted pressure washing rigs equipped with water holding tank and steam pressure capability.

## Litter Control Services

SFM offers litter control and large debris removal services to several municipalities throughout Miami-Dade County.

SFM is equipped with:

- Echo friendly utility cars
- Self loader grapple trucks (45CY)



## Employee Safety BBQ



➤ **242 Days without an employee accident!!!**



**Landscapers Safety Training**



## **SAFETY PROGRAM**

To assist in providing a safe and healthy work environment for employees, clients and students, SFM Services has established a workplace safety program. This program is a top priority for SFM. The Human Resources Department has the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

When new employees are hired, they watch training videos with all safety procedures. Signed verification forms of them having seen a video before they start working is kept in their file. Several of SFM's management is also certified in Maintenance of Traffic.

SFM provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe workplace practices and procedures to eliminate or minimize hazards.



Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the last 5 years, SFM has had two citations from the U.S. Department of Labor Occupational Safety and Health Administration. Both citations were to a tree trimming crew for not wearing a protective helmet and the other for not wearing a body belt attached to the boom. Both were corrected during the inspection and addressed in safety training.



## Drug Free Workplace Program

SFM Services is committed to providing a safe, efficient and productive work environment for all employees and for that we have a drug free policy, employees may be asked to provide body substances samples (such as urine and /or blood) to determine the illicit or illegal use of drugs and alcohol. We test 15 employees each month. SFM is proud to participate in the National Drug Free Workplace Program.

### **Objectives/goals:**

1. To reduce drug use in the workplace
2. To increase productivity
3. To improve efficiency
4. To reduce accidents in the workplace
5. To demonstrate a more professional attitude and standard of conduct
6. To deliver better customer service



### **To achieve these goals, SFM conducts:**

1. Initial and periodic safety training sessions
2. Drug Abuse Awareness pamphlets
3. Random Drug Screening of existing employees
4. Complete drug Screening of all job candidates prior to start of assignments
5. Alcohol and Drug screening in the event of work-related accidents
6. Formal and informal counseling by trained supervisors

## Hiring Format

Prior to commencement of work SFM performs investigative background checks for all employees. While performing investigative background checks which will include the following:

**CRIMINAL  
BACKGROUND  
CHECK  
SYSTEM**

- Social Security Number Verification
- Criminal History Search (7 years)
- Employment Verification
- Violent Sexual Offender Registry Search
- DMV Records (5 years)
- Florida HRS Abuse Registry



## Customer Billing

SFM invoices its clients once per month. Any hourly work invoiced will have payroll records and sign in sheets for proper documentation. All SFM employees use a time and attendance system that allows them to use their employee I.D. as a tool to record the start and finish of the work day.



## Quality Control Measures

SFM Services' quality control program monitors the performance of services to insure the contract specifications are being met and that the quality of service is to the client's standards.

The onsite contract manager meets as needed with the client representative throughout the contract to ensure the quality of service the client deserves is being met.

SFM Quality Control Officer performs unannounced inspections and checks for:

- ✓ Proper Landscape Practices
- ✓ Personal Protective Equipment (PPE) Usage
- ✓ Equipment Conditions
- ✓ MOT (Maintenance of Traffic)



Members of the SFM administration also perform unannounced checks.



## Community Involvement

SFM strongly believes in giving back to the community. Christian Infante, President of SFM is personally involved in several of the charities listed below.

- ✓ **Harbor Island Clean Up Day & Arbor Day**  
SFM recently sponsored this event by providing a cleanup crew with equipment free of charge. SFM has also donated a tree to North Bay Village for Arbor Day the last 2 years.
- ✓ **Jose A. Perez ALS Golf Classic**  
Christian Infante has been on the Golf tournament committee for last 14 years. He has help raised funds for the research of Amyotrophic Lateral Sclerosis also known as ALS, “Lou Gehrig’s” disease.
- ✓ **City of Miami Golf Classic**  
Jose Infante is currently on the executive committee for this charity golf tournament. The funds are for programs for persons with disabilities and for the Sandra DeLuca Development Center.
- ✓ **Tee For Tots**  
This charity is dedicated to raising funds for pediatric cancer research, specifically neuroblastoma, and to assist with support services for pediatric cancer patients.

Susan G. Komen



City of Doral  
Earth Day Tree Donation



Miami Dade Schools & Miami  
Dolphins Butterfly Garden





E. RODRIGUEZ LANDSCAPING INC.

VILLAGE LANDSCAPING MAINTENANCE  
SERVICES

RFP NO. NBV RFP 2016-004

9/9/16

## Table of Contents

1. Proposal Signature Page
2. Statement of Qualifications
3. Preliminary Scope of Services
4. Ability to Meet the Project Services
5. Experience
6. Staff Qualifications
7. References
8. North Bay Village or Governmental Contracts
9. Litigations
10. Financial Stability
11. Additional Services
12. Certificates of Insurance
13. Additional Information

# Proposal Signature

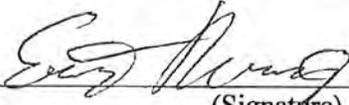
## Page

**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 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:  9/7/16  
(Signature) (Date)  
Name (printed) Esteban Rodriguez  
Title: President  
Company: \_\_\_\_\_ (Legal  
Registration) E. Rodriguez Landscaping Inc.

**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: PO Box 971987  
City: Miami State: Florida  
Zip Code: 33197  
Telephone No. 786-286-7112  
FAX No. N/A  
E-MAIL: green4you@bellsouth.net

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.

**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing the total costs for the Village for landscaping maintenance services as described in this request for proposals scope of services. The total cost is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. If the Village acquires additional land during the time of any of the below contracts, the Village and vendor will negotiate the cost of the additional services requested.

Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<u>TOTAL COST FOR 1ST YEAR CONTRACT</u>	\$ 68,290.00
<u>TOTAL COST FOR 2<sup>ND</sup> YEAR CONTRACT</u>	\$ 70,338.70
<u>TOTAL COST FOR 3<sup>RD</sup> YEAR CONTRACT</u>	\$ 72,448.86

**Taxpayer**  
20-3322525

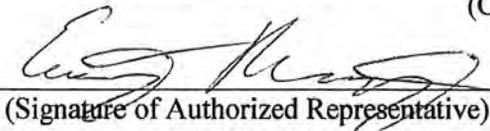
**Identification**

**Number:**

**BIDDER:**

E. Rodriguez Landscaping, Inc.

(Company Name)



(Signature of Authorized Representative)

Esteban Rodriguez, President

(Printed Name and Title)

**SECTION 6- TERM OF AGREEMENT AND COMPENSATIONS**

The term of this Agreement shall be three (3) calendar years from the date of Village's approval and shall be compensated for the total annual sum of \$ 68,290 (Year 1).  
(to be typed in by bidder)

Payment to be processed by the Village on a monthly basis upon receipt of contractor's invoice.

The Village shall review the Contractor's performance each year on the anniversary of the date of the Village approval.

Village reserves the right to terminate contract after a thirty (30) day notice sent via certified mail.

# Statement of Qualifications

# **E. RODRIGUEZ LANDSCAPING**

## **PROPERTY MAINTENANCE**

**P.O. Box 971987**

**MIAMI FLORIDA 33197**

**(786)286-7112**

**GREEN4YOU@BELLSOUTH.NET**

*"LET US KEEP IT LOOKING GOOD FOR YOU"*

---

September 9, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

To whom it may concern:

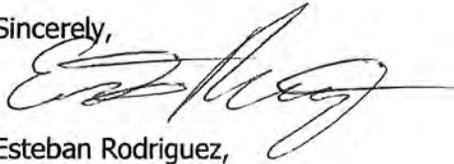
On behalf of **E. Rodriguez Landscaping**, I am pleased to submit the enclosed proposal for Lawn maintenance services. **E. Rodriguez Landscaping** has a strong tradition of paying unequalled attention to our customers' needs, and working hard to make sure those needs are met and/or is exceeded. With over 15 years of experience, I am sure we can do the same for North Bay Village.

In addition to the proposal, enclosed is a list of references, including key contacts of private and governmental nature who would be happy to speak to you about their experiences using **E. Rodriguez Landscaping** services. The scope of work provided in the Request for Proposal, is similar to the type of services we are currently and have provided to the City of South Miami, the Town of Cutler Bay as well as the Village of Palmetto Bay.

Our company currently would assign one crew to this project consisting of five crewmembers and one supervisor. These staff members will be available to complete all items listed under the scope of work for this RFP. If needed, our company would be able to provide additional employees in the case additional work is required.

Please call or e-mail me at the number shown above if you would like to discuss any aspect of the proposal. I look forward to speaking with you soon and hope we can continue to do business together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Esteban Rodriguez', written in a cursive style.

Esteban Rodriguez,  
President

# Preliminary Scope of Services

# **E. RODRIGUEZ LANDSCAPING**

## **PROPERTY MAINTENANCE**

**P.O. Box 971987**

**MIAMI FLORIDA 33197**

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September 7, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

Preliminary Scope of Services for this project are as follows:

- Turf Care (Schedule in following section)
  - Mowing-using rotary powered mowers
  - Edging-using mechanical hard blade edger
  - Trimming of grass- by mechanical means, with care to avoid damage to any structure
  - Raking-grass clipping to be collected without the use of leaf blowers unless approved by North Bay Village
- Shrubs, Hedges and Ground Cover Care
  - Shrubs and hedges- trimming by mechanical means, with dead or broken branches removed and discarded
  - Ground Cover and Planted Beds- to be trimmed or pruned according to the Village specifications
- Trees and Palms
  - Maintenance Pruning- to be performed on a routine basis, low limbs to be pruned to maintain a minimum height of 10 ft. clearance unless otherwise dictated by the Village or tree species. Trimming to be performed as well for sign obstruction at Village request.
  - Annual Pruning of All Village Palms
  - Weed Control in beds- to be performed by mechanical, manual or chemical means depending on feasibility.

- Weed Control in Sidewalks- to be performed by mechanical, manual or chemical means depending on feasibility.
- Planting replacement- seasonal plants to be installed up to 2 times per year at the discretion of the Village Public Works Department
- Litter- to be picked up during each service and discarded by us. Special care will be taken not to allow debris to flow into storm water inlets.
- Fertilizing- To be applied according to the scope provided. (schedule in next section).

# Ability to Meet the Project Services

# **E. RODRIGUEZ LANDSCAPING**

## **PROPERTY MAINTENANCE**

**P.O. BOX 971987**

**MIAMI FLORIDA 33197**

**(786)286-7112**

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September 7, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

### Schedule of Maintenance:

- Turf Care (Mowing, Edging, Trimming of Grass, and Raking)
  - May, June, July and August
    - Every two weeks
  - September, October, November, December, January, February, March and April
    - Every three weeks
- Shrubs, Hedges and Ground Cover Care
  - To be performed as needed during turf care services
- Trees and Palms
  - Maintenance Pruning
    - To be performed on a routine basis as needed, or on cases requested by the Village
  - Annual Pruning of All Village Palms
    - Annual in May
  - Weed Control in beds
    - As needed during Turf Care services
  - Weed Control in Sidewalks
    - As needed during Turf Care services
  - Planting replacement
    - Up to 2 times per year at the discretion of the Village Public Works Department
  - Litter

- To be picked up during each service
- Fertilizing
  - Grass
    - Twice per year
  - Shrubs and ground cover
    - April, July, and November
  - Trees
    - April and September
  - Palms
    - Three applications per year
  - Seasonal
    - Two application- initial installation and mid season
  - Trace element deficiency- shrubs and ground cover
    - At Village Public Works request when plants show signs of distress
  - Irrigation systems
    - To be repaired with Village approval as needed with Village incurring cost of materials
  - Mulching
    - As needed

# Experience

# **E. RODRIGUEZ LANDSCAPING**

## **PROPERTY MAINTENANCE**

**P.O. Box 971987**

**MIAMI FLORIDA 33197**

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September 7, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

E. Rodriguez Landscaping, Inc. has over 15 years of experience in landscape maintenance services. Our company has handled contracts that include residential, commercial and government properties. As you will see in our contracts section we currently provide similar services for the Town of Cutler Bay, the Village of Palmetto Bay, City of Homestead and the City of South Miami. We have also previously done right of way maintenance for FDOT, and currently hold a federal contract for the Homestead Air Force Base.

Our services include right of way maintenance, code enforcement property abatement, general landscape services, tree trimming, irrigation repair and installation, and emergency debris removal. All of these services have been provided to multiple governmental agencies in an efficient and professional manner.

Should you have any questions, please feel free to contact any of our references listed.

# Staff Qualifications

# **E. RODRIGUEZ LANDSCAPING**

## **PROPERTY MAINTENANCE**

**P.O. Box 971987**

**MIAMI FLORIDA 33197**

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September 7, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

- A. Name & Title: Esteban Rodriguez, President
- B. Years of Experience with this company: 16 years  
With Other Similar companies: 25 years
- C. Education: South Dade Senior High  
28401 SW 167th Ave  
Homestead, FL 33030  
High School Diploma  
Class of 1990
- D. Professional References:

Vanessa Bencomo,  
Village of Palmetto Bay Code Compliance coordinator  
[vbencomo@palmettobay-fl.gov](mailto:vbencomo@palmettobay-fl.gov)  
(305)259-1234

Fanny Carmona  
Village of Palmetto Bay Parks and Recreation Director  
[awhite@palmettobay-fl.gov](mailto:awhite@palmettobay-fl.gov)  
(305)259-1234

Rafael G. Casals, Town Manager  
[rcasals@cutlerbay-fl.gov](mailto:rcasals@cutlerbay-fl.gov)  
(305)234-4262

All other staff have a minimum of 3 years experience in landscaping services. A staff list will be provided at the commencement of services.

# References

**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: Village of Palmetto Bay  
Address: 9705 E. Hibiscus Street, Palmetto Bay, FL 33157  
  
Phone Number: 305-259-1234  
Principal Contact Person(s): Vanessa Bencomo  
  
Year Contract Initiated: 2012
2. Name of Agency: Town of Cutler Bay  
Address: 10720 Caribbean Blvd., Cutler Bay, FL 33189  
  
Phone Number: 305-234-4262  
Principal Contact Person(s): Elena Garcia  
  
Year Contract Initiated: 2012
3. Name of Agency: City of South Miami  
Address: 6130 Sunset Dr., South Miami, FL 33143  
  
Phone Number: 305-663-6338  
Principal Contact Person(s): Carol Bynum  
  
Year Contract Initiated: 2012

**North Bay Village or  
Governmental  
Contracts**

# E. RODRIGUEZ LANDSCAPING PROPERTY MAINTENANCE

P.O. Box 971987  
MIAMI FLORIDA 33197  
(786)286-7112

GREEN4YOU@BELLSOUTH.NET  
"LET US KEEP IT LOOKING GOOD FOR YOU"

---

## Experience

### Project: Lot Maintenance and Abandoned Property

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

Phone Number: (305)259-1234

Work performed: Lawn Maintenance Services for Code Compliance property abatement

Contract awarded: October 1, 2012

Current Rate: \$40 flat rate per property, \$10 per cubic yard of debris removed

References: Vanessa Bencomo, Code Compliance coordinator

[vbencomo@palmettobay-fl.gov](mailto:vbencomo@palmettobay-fl.gov)

(305)259-1234

Allen White, Code Compliance officer

[awhite@palmettobay-fl.gov](mailto:awhite@palmettobay-fl.gov)

(305)259-1234

Darby Delsalle, Planning and Zoning Director

[ddelsalle@palmettobay-fl.gov](mailto:ddelsalle@palmettobay-fl.gov)

(305)259-1234

### Town of Cutler Bay

10720 Caribbean Blvd.

Cutler Bay, FL 33189

Phone Number: (305)234-4262

Work performed: Lawn Maintenance Services for Code Compliance property abatement

Phone Number: (305)234-4262

Contract awarded: Piggyback from Village of Palmetto Bay contract

Current Rate: \$40 flat rate per property, \$10 per cubic yard of debris removed

References: Elena Garcia, Code Compliance Administrative Coordinator

[egarcia@cutlerbay-fl.gov](mailto:egarcia@cutlerbay-fl.gov)

(305)234-4262

Rafael G. Casals, Town Manager  
[rcasals@cutlerbay-fl.gov](mailto:rcasals@cutlerbay-fl.gov)  
(305)234-4262

Luis Colmenarez  
[lcolmenarez@cutlerbay-fl.gov](mailto:lcolmenarez@cutlerbay-fl.gov)  
(305)234-4262

**City of South Miami**

6130 Sunset Drive

South Miami, FL 33143

Phone Number: 305-663-6338

Work performed: Lawn Maintenance Services for Code Compliance property abatement Phone

Contract awarded: Piggyback from Village of Palmetto Bay contract

Current Rate: \$40 flat rate per property, \$10 per cubic yard of debris removed

References: Carol Bynum, Senior Code Enforcement Officer

[cbynum@southmiamifl.gov](mailto:cbynum@southmiamifl.gov)

305-663-6335

David Struder, Code Enforcement Officer II

[dstruder@southmiamifl.gov](mailto:dstruder@southmiamifl.gov)

305-663-6335

Wilfred Hall, Code Enforcement Officer I

[whall@southmiamifl.gov](mailto:whall@southmiamifl.gov)

305-663-6335

# Litigations

**E. RODRIGUEZ LANDSCAPING  
PROPERTY MAINTENANCE**

P.O. BOX 971987  
MIAMI FLORIDA 33197  
(786)286-7112

GREEN4YOU@BELL SOUTH.NET

*"LET US KEEP IT LOOKING GOOD FOR YOU"*

---

**Litigation History**

September 9, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

To whom it may concern:

E. Rodriguez Landscaping, Inc. has not been involved in any litigation of any type within the past three years.

Sincerely,



Esteban Rodriguez,  
President

# Financial Stability

# E. RODRIGUEZ LANDSCAPING PROPERTY MAINTENANCE

P.O. BOX 971987  
MIAMI FLORIDA 33197  
(786)286-7112

GREEN4YOU@BELLSOUTH.NET  
"LET US KEEP IT LOOKING GOOD FOR YOU"

---

## Income statement

	2015
<b>GROSS PROFIT</b>	\$380,600
<b>OPERATING EXPENSES</b>	
Salary (Office & Overhead)	78,000
Outside Services	\$1,000
Supplies (office & operation)	\$15,000
Repairs & Maintenance	\$10,000
Advertising	\$1,000
Accounting & legal	\$5,000
Telephone	\$1,800
Utilities	\$8,000
Insurance	\$12,000
Other expenses	\$10,000
<b>TOTAL EXPENSES</b>	\$141,800
<b>NET PROFIT BEFORE TAXES</b>	\$238,800
Income Taxes	\$6,376
<b>NET PROFIT AFTER TAX</b>	\$232,424

## Cash Flow Statement

	2015
Cash on hand	\$154,000
<b>CASH RECEIPTS</b>	
Cash Sales	\$380,600
<b>TOTAL CASH RECEIPTS</b>	\$380,600
<b>TOTAL CASH AVAILABLE</b>	\$534,600
<b>CASH PAID OUT</b>	
Gross Wages	\$78,000
Outside Services	\$1,000
Supplies	\$15,000
Repairs & Maintenance	\$10,000
Advertising	\$1,000
Accounting & legal	\$5,000
Telephone	\$1,800
Utilities	\$8,000
Insurance	\$12,000
Other expenses	\$10,000
<b>TOTAL CASH PAID OUT</b>	\$141,800
<b>CASH POSITION</b>	\$392,800



# Additional Services

# **E. RODRIGUEZ LANDSCAPING**

## **PROPERTY MAINTENANCE**

**P.O. Box 971987**

**MIAMI FLORIDA 33197**

**(786)286-7112**

**GREEN4YOU@BELLSOUTH.NET**

*"LET US KEEP IT LOOKING GOOD FOR YOU"*

---

September 7, 2016

North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

Rates for additional services

Rates for any additional services, not included in the scope of services will be provided at any time upon request. Service prices may fluctuate depending on availability of materials and service requested. Any quote given will be honored for a period of 30 days and may be negotiated by the Village Public Works Director.

# Certificates of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/8/2016

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

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

PRODUCER <b>I M ANDERSEN &amp; ASSOCIATES INC</b> 15420 SW 157 Terrace Miami, FL 33187		CONTACT NAME <b>INGOLF ANDERSEN</b> PHONE (A/C No. Ext) <b>(305) 251-7974</b> FAX (A/C No.) <b>(305) 251-8472</b> E-MAIL ADDRESS <b>imingolfwetrust@gmail.com</b>	
INSURED <b>E RODRIGUEZ LANDSCAPING, INC.</b> P.O. BOX 971987 MIAMI, FL 33197		INSURER(S) AFFORDING COVERAGE INSURER A <b>PENN-AMERICA INSURANCE CO</b> INSURER B <b>PROGRESSIVE INSURANCE</b> INSURER C INSURER D INSURER E INSURER F	

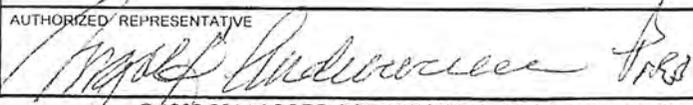
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	Y	PAV0086408	03/21/16	03/21/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.00 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	04439720-6	11/28/15	11/28/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LANDSCAPING, GRADING, TREE TRIMMING

CERTIFICATE HOLDER	CANCELLATION
NORTH BAY VILLAGE 1666 KENNEDY CAUSEWAY, 3RD FLOOR NORTH BAY VILLAGE, FL 33141	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 



# Additional Information



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

1.

N/A

2.

---

7. Licenses:

a. County or Municipal Occupational License No.

3750966

(Attach Copy)

b. Occupational License Classification:

Service Business

c. Occupational License Expiration Date:

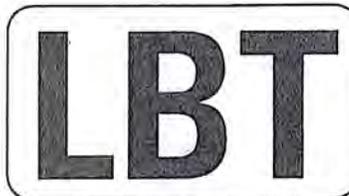
9/30/16

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

20-3322525

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



3750966

**BUSINESS NAME/LOCATION**  
E RODRIGUEZ LANDSCAPPING  
INC  
12700 SW 194 AVE  
MIAMI, FL 33196

**RECEIPT NO.**  
RENEWAL  
3916179

**EXPIRES**  
**SEPTEMBER 30, 2016**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

<b>OWNER</b>	<b>SEC. TYPE OF BUSINESS</b>
E RODRIGUEZ LANDSCAPPING INC	213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

Employee(s) 1

82.50 10/20/2015  
FPPU10-16-001041

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

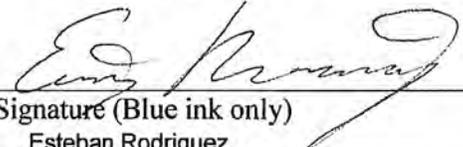


**FORM 5**

**DRUG-FREE WORKPLACE**

The undersigned vendor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that E. Rodriguez Landscaping, Inc. 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)  
Esteban Rodriguez  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Title  
9/7/16  
\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at Homestead, FL 33033 the day and year written above

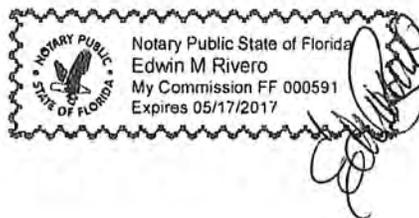
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Esteban Rodriguez as owner, of F. Rodriguez Landscaping Inc an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of F. Rodriguez Landscaping Inc 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 Florida CDLR362200713270 as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7<sup>th</sup> day of September, 2016

Edwin M. Rivero  
NOTARY PUBLIC

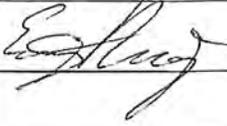
My Commission Expires:



**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)
1	9/6/16	Esteban Rodriguez	President	



## North Bay Village

Administrative Offices

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

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

### *Addendum 1*

*Issued on September 6, 2016*

#### VILLAGE LANDSCAPING MAINTENANCE SERVICES

#### RFP NO. NBV RFP 2016-004

**Issued by:** North Bay Village

#### **Notice to all Bidders:**

1. Question:

Can you provide the yards of mulch for the city landscaping proposal? Page 21 section H

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

2. Question:

Can you provide on average the amounts of plants used historically in the past for replacement or any info on Section G on page 20?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

3. Question:

What is the tree count or can you provide information on section D on page 20 from past services?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services.**

4. Question:

Irrigation repairs are to be included up to 1" inch pipe? Page 21 section G.

**ANSWER: Up to 2" inch pipe with associated fittings and labor. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

5. Question:

Confirm 24 cut mow schedule. Page 18 section A.

**ANSWER: The Village recommends following the schedule shown in the RFP or every two weeks, whichever is shorter at the discretion of the Village.**

6. Question:

What are the exact boundaries? We were just told the Causeway & the 3 islands. Is it possible to be given more definitive boundaries?

**ANSWER: Using as a reference the picture in the RFP, the east most end bent of the first concrete bridge is the western Village limit. Proceeding east bound up to the west most end bent of the last bridge is the eastern limit of the Village.**

7. Question:

Is it at all possible to be given a count of palms, annuals, mulch bags, or acreage of grass?

**ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.**

8. Question:

I was actually wondering if this was previously bid out & if so, what was it bid at?

**ANSWER: The scope of work from the previous bid has substantially changed, therefore it does not compare and the previous bid amount is not applicable.**

9. Question:

Page 18 – Mowing: There is a typo on the months of service. February service is missing. Can you please clarify, and provide exact number of services requested per year?

**ANSWER:** The month of February should be included. The paragraph should read as follows:

▪ **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, February, March and April.

10. Question:  
Page 19 – Raking: States that use of leaf blowers is prohibited. Is this correct? Please confirm. Also, can you provide copy of City’s noise ordinance.

**ANSWER:** The use of leaf blowers will not be allowed. The noise ordinance is attached to this Addendum.

11. Question:  
Page 20 – Plantings/Replacement: Need to know quantity of seasonal plants included in this replacement program otherwise it’s not an apples to apples comparison.

**ANSWER:** The Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services or as directed by the Village.

12. Question:  
Page 21 – Mulching: No frequency of mulch application listed. Please clarify.

**ANSWER:** The Village does not have the frequency amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services. In addition, the bidder should provide a minimum of 2” of mulch per application or as directed by the Village.

13. Question:  
Page 22 – North Bay Island: First paragraph talks about maintaining trees, shrubs, and hedges within any public right of way on the island. Does this include the “undefined” right of way/swale in front of resident homes? Please clarify this with more specifics.

**ANSWER:** In North Bay Island, the Village right-of-way is approximately 25 feet from the roadway centerline on both sides. Any vegetation that encroaches on the right-of-way needs to be maintained.

14. Question:

Is a performance bond required?

ANSWER: YES, IT IS MANDATORY.

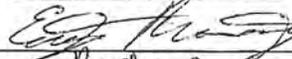
PROOF OF RECEIPT

Recipient Signature:

Print Name:

Company:

Date:

  
\_\_\_\_\_  
Esteban Rodriguez  
E. Rodriguez Landscaping, Inc.  
9/7/12

SUBMIT WITH RFP RESPONSE

Chapter 96

NUISANCES, NOISE

General Provisions

- § 96.01 Amusement rides and carnival equipment prohibited.
- § 96.02 Odors, disturbing noise, and the like prohibited.

Noise Restrictions

- § 96.10 Excessive or unusual noises prohibited.
- § 96.11 Music.
- § 96.12 Bells, sirens, horns, and the like.
- § 96.13 Soft-drink stands or restaurants.
- § 96.14 Discharge of guns, firecrackers, and the like.
- § 96.15 Construction activity.
- § 96.16 Blowers, fans, and engines.
- § 96.17 Motorboats to have mufflers.
- § 96.18 Motor vehicle burglar alarms.

GENERAL PROVISIONS

§ 96.01 Amusement rides and carnival equipment prohibited.

(A) The operation or maintenance of any merry-go-round, Ferris wheel, roller coaster, whip, pony ride or pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village shall, for the purpose of this section be deemed a nuisance detrimental to the health, convenience, comfort, welfare, and safety of the citizens of the Village and the creation of such a nuisance is hereby declared to be unlawful.

(B) It shall be unlawful for any person to operate, maintain, or permit any merry-go-round, Ferris wheel, roller coaster, whip, pony ride, pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village.

(1964 Code, § 13-2; Ord. 122, passed 5-1-57; Am. Ord. 143, passed 12-10-58)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.02 Odors, disturbing noise, and the like prohibited.

Whoever, in the Village, shall commit, or shall aid, abet, or assist another in maintaining any

source or cause of noxious odor or of any loud disturbing noise or other nuisance, or causing the same to exist, shall be guilty of an offense against the Village.

(1964 Code, § 13-7(z))

Cross reference—General penalty for Code violations, § 10.99.

NOISE RESTRICTIONS

§ 96.10 Excessive or unusual noises prohibited.

It shall be unlawful to make any loud, unnecessary, excessive, or unusual noise in the Village. (1964 Code, § 13-8(1); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.11 Music.

(A) Operation of radios, phonographs, or other sound-making devices, bands, orchestras, and musicians. It shall be unlawful for any person owning, occupying or having charge of any building or premises or any part thereof, in the Village, at any time to cause or suffer or allow any loud, unnecessary, excessive, or unusual noises in the operation of any radio, phonograph, or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician, or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician, or group of musicians, where the noise or music is plainly audible at a distance of 100 feet from the building, structure, vehicle, or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance of 100 feet from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section.

(1964 Code, § 13-8(z))

(B) Hours of operation of juke boxes and radios.

(1) It shall be unlawful for any person owning, occupying, or having charge of any

business establishment, or any part thereof, in the Village to cause or suffer to cause the playing or operating of music boxes, juke boxes, radios, musical instruments, or any other musical devices on or about the premises between the hours of 11:00 p.m. and 7:00 a.m. the following day; unless such music boxes, juke boxes, radios, musical instruments, and other devices are played or operated in a closed building and the sound is not audible from outside the building so as to disturb the quiet, comfort, or repose of persons in any dwelling, hotel, or other type of residence.

- (2) On a second conviction of this division, the municipal judge may, at his discretion, revoke and terminate any license issued by the Village to the licensee.

(1964 Code, § 13-8(3); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

**§ 96.12 Bells, sirens, horns, and the like.**

(A) It shall be unlawful for any person to ring any hand bell, beat, or strike any pan, pail, or other like article, or sound any gong or blow any whistle or horn, or other than musical instrument when used as part of a band of music or orchestra, except to give necessary signals on a motor vehicle, motorcycle, bicycle, or similar vehicle, or to cry out the sale of goods, wares, or merchandise; or to make, aid, continue, or encourage or assist in making any other loud or unusual noises on the streets of the Village.

(1964 Code, § 13-8(4))

(B) It shall be unlawful for any person to carry or use on any vehicle any gong or siren whistle similar to that used on ambulances or vehicles of the police and fire divisions.

(1964 Code, § 13-8(7); Ord. 198, passed 7-19-67)

**§ 96.13 Soft-drink stands or restaurants.**

It shall be unlawful to blow, ring, or sound any automobile horn, chime, or bell on or about premises used in conjunction with the operation of any barbecue or soft-drink stand or restaurant where such barbecue or soft-drink stand or restaurant

premises shall be located within a distance of 100 feet from improved residential property, unless such blowing, ringing, or sounding shall be necessary for the protection of life or property.

(1964 Code, § 13-8(5); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

**§ 96.14 Discharge of guns, firecrackers, and the like.**

It shall be unlawful to fire or discharge squibs, firecrackers, or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except on proclamation or by written permission of the Village Manager.

(1964 Code, § 13-8(6); Ord. 198, passed 7-19-67;

Ord. No. 2011-06, § 4, 11-8-11)

Cross reference—General penalty for Code violations, § 10.99.

**§ 96.15 Construction activity.**

(A) It shall be unlawful for any person to conduct any new building construction operations on Saturdays and Sundays except in case of emergency as defined in division (B) below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by loud or unusual noise, except in case of emergency as defined in division (B) below.

(B) For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.

"Emergency." Any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.

(C) The Village Manager is empowered to determine and declare that an emergency condition exists within the definition contained in division

(B) above and authorize the construction activity at times other than allowed herein only as is necessary to meet the emergency. (1964 Code, § 13-8(8); Ord. 198, passed 7-19-67; Am. Ord. 83-18, passed 9-28-83; Am. Ord. 84-07, passed 8-28-84)

**Cross reference**—General penalty for Code violations, § 10.99.

**§ 96.16 Blowers, fans, and engines.**

It shall be unlawful to operate or cause to be operated any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that the same shall not cause annoyance to the public or disturb the rest and quiet of persons residing or occupying property near enough thereto to be annoyed by the unmuffled blower, fan, or exhaust of any such engine. (1964 Code, § 13-8(9); Ord. 198, passed 7-19-67)

**Cross reference**—General penalty for Code violations, § 10.99.

**§ 96.17 Motorboats to have mufflers.**

It shall be unlawful for any person to operate, or for the owners of any motorboat or outboard motorboat to permit same to be operated upon any river, bay or waterway in the Village, unless such motorboat or outboard motorboat is equipped with an adequate muffler, which muffler shall not be open or cutout while the boat is being operated. However, in the case of a sanctioned race, permission may be granted by the Village Manager to operate motorboats without mufflers. (1964 Code, § 13-8(10); Ord. 198, passed 7-19-67)

**Cross reference**—General penalty for Code violations, § 10.99.

**§ 96.18 Motor vehicle burglar alarms.**

(A) Definition. The following term shall have the following meaning for purposes of this section:

"Alarm system" shall mean a motor vehicle siren or horn alarm system contained in or appurtenant to a motor vehicle, designed to activate and sound in the event of a break in or attempted invasion of the vehicle.

(B) It shall be unlawful for any motor vehicle equipped with an alarm system to activate and emit a siren or horn noise, audible at the distance of 100 feet intermittently or continuously within a period in excess of 15 minutes between the hours of 11:00 p.m. and 7:00 a.m.

(C) Any person who owns or has custody of any such offending motor vehicle shall be deemed in violation of this section and upon the first occurrence, receive a warning that a subsequent occurrence within 120 days shall result in enforcement action under Chapter 153 and subject to a civil penalty of up to \$100.00.

(D) Any duly designated law enforcement officer and code enforcement officer is authorized and empowered to enter without force upon private property in order to detect and issue a citation and/or notice of violation to and upon any person who violates the provisions of this section. (Ord. No. 93-12, § 1, 10-12-93)

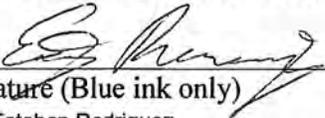
**FORM 7  
INDEPENDENCE AFFIDAVIT**

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

1. He/She is President of E. Rodriguez Landscaping, Inc., 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)  
Esteban Rodriguez

\_\_\_\_\_  
Print Name  
President

\_\_\_\_\_  
Title  
9/7/16

\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at Homestead, FL 33033 the day and year written above

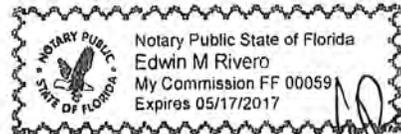
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Estban Rodriguez as owner, of E. Rodriguez Landscaping Inc an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of E. Rodriguez Landscaping Inc 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 Florida CDLR 362200713270 as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of September, 2016.

Edwin M. Rivero  
NOTARY PUBLIC

My Commission Expires:

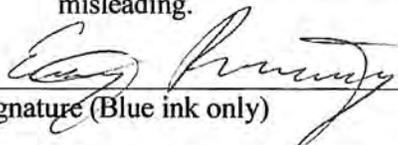


**FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL**

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 President of E. Rodriguez Landscaping, Inc., 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)

Esteban Rodriguez

Print Name

President

Title

9/7/16

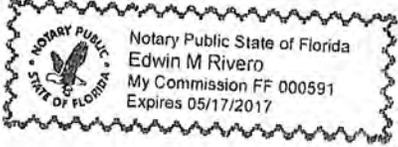
Date

Witness my hand and official notary seal/stamp at Homestead, FL 33033 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 Esteban Rodriguez as OWNER, of E. Rodriguez Landscaping, Inc. an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of E. Rodriguez Landscaping, Inc. 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 Florida CDL R362200713270 as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of September, 2016

Edwin M. Rivero  
\_\_\_\_\_  
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:

Esteban Rodriguez, President

[print individual's name and title]

for E. Rodriguez Landscaping, Inc.

[print name of entity submitting sworn statement]

whose business address is PO Box 971987, Miami, FL 33197

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-3322525  
(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.]

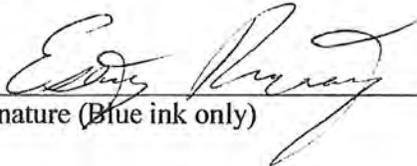
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

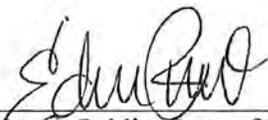
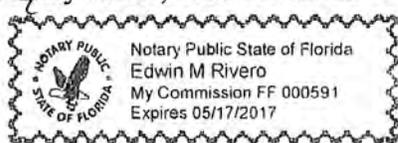
STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

On this the 7 day of September, 20 16, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Esteban Rodriguez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

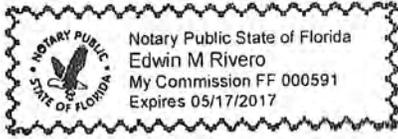
WITNESS my hand and official seal.

  
Notary Public, State of Florida  


NOTARY PUBLIC:  
SEAL OF OFFICE:

Edwin M. Rivero

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



Personally known to me, or

Personal identification:  
Florida CDL R362200713270  
(Type of Identification Produced)

Did take an oath, or

Did Not take an oath

DEC 16 1:03 PM

**JOSHUA FURMAN, MD, FACC, FAHA, FACP**

1440-79<sup>TH</sup> ST CSWY #323-A  
MIAMI BEACH, FL 33141  
305-861-3139 305-865-0269-FAX

**CARDIOLOGY  
INTERNAL MEDICINE**

11/10/16

Dear Mayor, Vice Mayor and Fellow Commissioners,

RE: Candidate for Open At Large Commission Seat.

I, Dr. Joshua Furman, would respectfully like to be considered for the Open At Large commission seat.

I am a 40-year resident of Treasure Island. My Cardiology practice has been located in North Bay Village for 38 years.

I have served on the Business and Development committee as well as the Planning and Zoning committee.

I care deeply about education, environment and proper development for our city.

Sincerely,

Joshua Furman, MD



# Douglas N. Hornsby M.D.

---

1353 Bay Terrace  
North Bay Village, FL 33141

Work (305) 759-9293  
Home(305) 756-7427

**Current Positions** President  
Digital Radiology, Inc.  
1353 Bay Terrace  
North Bay Village, FL 33141

**Fellowship** Brigham and Women's Hospital, Harvard Medical School  
Boston, Massachusetts  
Radiology Management and Body Imaging  
2002

J. Rutherford Internship at the American College of Radiology  
Reston, Virginia  
2002

University of Miami, Miami, Florida  
Fellowship in Musculoskeletal Radiology  
July through September 2002

**Residency** Mount Sinai Medical Center  
Miami Beach, Florida  
PGY II-V, Diagnostic Radiology, 1997-2000  
Chief Resident, 2000 - 2001  
Class Representative, 1997 - 2000

**Internship** University of Tennessee  
Memphis, Tennessee PGY-I,  
Medicine 1996 - 1997

**Medical Schools** Spartan Health Sciences University  
St. Lucia, West Indies 1993 - 1995, 2<sup>ND</sup>  
MD with Honors

CETEC University  
Santa Domingo, Dominican Republic  
1981 - 1983, 1 MD

**Medical Schools**  
**Continued** University of Tennessee  
College of Medicine  
Memphis, Tennessee  
1977 - 1980

**Undergraduate**  
**Degree** Lemoyne-Owen College  
Memphis, Tennessee  
1974 - 1981, BS, Magna Cum Laude

**Military** Combat Medic (91C20)  
Republic of South Vietnam, 1969  
US Army 1967 - 1973

Honor Graduate  
NCO Academy  
Schofield Barracks, Hawaii, 1969

US Navy Reserves  
1973 - 1982

**Scholarships** Health Professionals Scholarship  
1974- 1977

**Honors** First Recipient of the Annual  
Douglas N. Hornsby Leadership Award  
Presented annually in Dr Hornsby's honor  
By the Florida Radiological Society  
2004 - 2005

Marconi-Picker Award as  
Best Resident in Florida by  
Florida Radiology Society  
Presented at the Breakers in Palm Beach, Florida  
2001

The Evelyn and Harry Indursky Award  
for Best Resident at  
Mount Sinai Medical Center  
2000

Neuroradiology Award  
Mount Sinai Medical Center  
1997

**Organizational  
Positions**

Board of Governors  
Florida Medical Association  
2000 - 2002

Alternate Counselor  
American College of Radiology  
2008

Member of the House of Delegates  
Florida Medical Association  
2000 - 2001 & 2005

Florida Radiology Society  
Board of Governors  
2002 - Present

Florida Medical Associations  
Council of Ethical and Judicial Affairs  
2000 - 2001  
Council of Medical and Socio-Economics  
2000 - 2002

American College of Radiology  
Task Force of Medical Services  
2002

Representative from the American College of  
Radiology to the Joint Meeting with the ASRT  
For Consensus position on credentialing requirements  
For Radiology Assistants, Washington, DC  
2002

Board of Directors  
Florida Physicians Association  
2002 - 2001

Founder and President of  
The Resident and Fellow Section Florida  
Radiology Society  
2000 - 2001

Chair of the Florida Delegation to the Resident  
Fellow section of the American  
Medical Association Annual Meeting (A-00\_  
Chicago, Illinois

2000 - 2001

**Organizational**  
**Positions**  
**Continued**

Chair and Florida Resident of the  
Fellow Delegation to the  
American Medical Association  
Interim Business Meetings  
San Diego, California (1-99)  
Orlando, Florida (1-00)  
San Francisco, California (1-01)

American Medical Association  
Credentials Committee  
Interim Meeting (1-00)  
Orlando, Florida

President  
Resident and Fellow Section  
Florida Medical Association  
2002

Vice President  
Resident and Fellow Section  
Florida Medical Association  
1999 - 2001

Mount Sinai Medical Center  
Resident Representative to the  
Florida Medical Association  
1999 - 2001

Board of Directors  
Dade County Medical Association  
Miami, Florida  
2000 - 2001

Legislative Committee  
Dade County Medical Association  
Miami, Florida  
1999 - 2001

Membership Committee  
Dade County Medical Association  
Miami, Florida  
1999 - 2001

**Organizational  
Positions  
Continued**

Mount Sinai Medical Center  
Medical Educational Committee  
Emergency Room Committee  
2000 - 2001

University of Tennessee  
Medical Student Delegate to the  
American Medical Association  
1978 - 1980

Florida Representative to the  
American College of Radiology  
National Conventions  
1999 - 2001

Resident Delegate to the  
Florida Radiology Society  
1998 - 2001

Southeast Regional Director of  
American Medical Student Association  
1980

President of the University of Tennessee  
American Medical Student Association  
1978 - 1980

Vice President of the University of Tennessee  
American Medical Student Association  
1977 - 1978

**Employment**

President and Owner  
Digital Radiology, Inc.  
2002 - Present

Director of Radiology  
South Shore Hospital  
Miami, Beach, Florida  
2003 - 2004

Adjunct Professor in Radiology  
Barry University

Miami Shores, Florida  
1999 - 2000 & 2005

**Employment**  
**Continued**

President and Owner  
American Medical Consultants  
Memphis, Tennessee  
1988 - 1996

President and Owner of  
Helping Hands Nursing, Inc.  
Helping Hands Private Nursing, Inc.  
With 16 Offices in TN, IL, MO, AR, AL and MS  
1979 - 1991

President and Owner of  
American Nursing Resources, Inc.  
Memphis, Tennessee  
1983 - 1987

President and Owner of  
Med-Gas, Inc.  
Memphis, Tennessee  
1983 - 1987

**Research**

American College of Radiology  
Imaging Network  
1999

American College of Radiology Imaging Network  
Lung Committee with Dr. D. Aberle, UCLA  
1999

American Medical Student Association  
Community Technical Assistance Program  
Kalihi Valley Medical Clinic  
Honolulu, Hawaii  
June - September 1978

**Presentations**

"CT Pulmonary Angiography an Overview"  
Presented at the Annual Meeting of the  
Florida Radiological Society at  
The Breakers, Palm Beach, Florida  
2001

**Publications**

“Radiology Scheduling: Preferences of users of radiological services  
And impact on referral base retention and extension” Mozumdar, B.C.  
M.D.; Hornsby, D. M.D.; Intriere, LA, MD; Ros, P, MD, MPH.  
Accepted for publication,  
Society of Chairman of Academic Radiology (SCAR)  
2003

“Outcomes of a Management Arrangement between a radiology group  
and a university based hospital” Hornsby, D. MD; Doubilet, P, MD; Ros,  
P, MD MPH  
Accepted for RSNA  
2003

“Foundation for the Future: Residence and the ACR State Chapters”  
ACR Bulletin  
2002

**Professional  
Organizations**

American Medical Association  
Florida Medical Association  
Dade County Medical Association  
American College of Radiology  
American Roentgen Ray Society  
Radiology Society of North America  
Florida Radiology Society  
American Association of Academic Chief Residents in Radiology  
(A3CR2)  
Association of University Radiologist  
Southern Medical Association American  
College of Physicians Massachusetts  
Medical Society Massachusetts  
Radiology Society  
Martin County Medical Association

**Civic  
Organizations**

Special Olympics

**Social  
Organizations**

Mensa  
Military Order of the Purple Heart  
Disabled American Veterans

**Awards for  
Valor**

Silver Star  
Bronze Star with V Device X 4

Air Medal with V Device  
Army Commendation Medal  
Vietnamese Cross-of-Gallantry

**Other Combat  
Medals**

Purple Heart x 2 Combat  
Medic Badge Flight Crew  
Member Wings

**Medical Licenses**

Florida  
Arkansas

**Board Certification**

American Board of Radiology  
Diagnostic Radiology



November 29, 2016

Hi Yvonne,

Thank you for accepting  
the enclosed resume from  
my husband, Doug Hornsby, M.D.  
as application to the at large  
seat on the NBV commission.

Sissy Shute  
305-335-6007

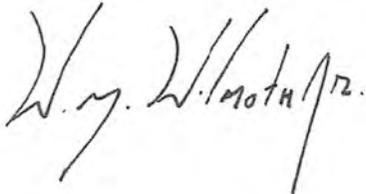
North Bay Village Commission Members:

I would like to express my interest in the At-large commission seat appointment on the North Bay Village Commission to fulfill the remainder of that term.

As a first generation Honduran-American, I am acutely aware of the importance of civic duty. This has manifested in my leadership on the Planning and Zoning Board, first as a board member and then as Vice-Chair. Through my service, I have developed a deep understanding of public affairs and have championed citizen input into the process. As a commissioner, I would continue to work fervently to help the Village achieve measured and successful growth.

As a seven year resident, I am acutely aware of the role the commission will play in shaping the vision of the Village. As we consider the impact of several large capital investments that will determine the future of the Village, our ability to work together in a thoughtful and diligent manner will be paramount. I believe my experience in finance, business, negotiation and management of large construction projects will add to the discussion on how best to move forward.

I am willing and prepared to continue service to the citizens of North Bay Village and to work in concert with the Commission and city staff to keep moving the Village forward in a positive direction.

A handwritten signature in black ink, appearing to read "M. Wilmoth". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Marvin Wilmoth

**From:** [Yvonne Hamilton](#)  
**To:** [Jenorgen Guillen \(JGuillen@nbvillage.com\)](mailto:JGuillen@nbvillage.com)  
**Subject:** FW: Marvin Wilmoth Bio  
**Date:** Monday, December 05, 2016 10:13:22 AM

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Thanks.

**From:** Marvin Wilmoth [mailto:marvin.wilmoth@gmail.com]  
**Sent:** Monday, December 05, 2016 10:07 AM  
**To:** Yvonne Hamilton  
**Subject:** Marvin Wilmoth Bio

Yvonne,

Please see below a personal bio for reference to share with members of the NBV community that have questions.

Marvin Wilmoth

Marvin, a Florida native, is the son of Honduran parents and is driven by his passion for service. He is currently Vice President - Development for KCG and is responsible for the origination of multifamily opportunities and the establishment and management of strategic relationships throughout the Eastern United States. Marvin has over ten years of experience in finance, development, and acquisitions having originated and managed developments representing over 1,000 residential units and \$270 million of total development cost in the Southeast and Caribbean. Marvin began his career at J.P. Morgan's Investment Banking Division in New York where he transacted over \$9.6 billion of debt, equity and acquisition value.

Marvin is currently Vice Chair of the North Bay Village Planning and Zoning Board, a Strategic Advisor for EcoTech Visions and heads the SEO South Florida Alumni Association. Marvin has a B.S., Business Administration, Florida A & M University; M.B.A., Finance Concentration, Florida A&M University; M.S., Real Estate Development, Columbia University, New York.

- Success Magazine's 2010 Top 40 under 40
- Recipient of the 2012 business Leader Magazine South Florida Movers and Shakers Award
- The Miami Foundation - Miami Fellows Leadership Class VIII 2014-2015
- Connect Florida Leadership Class VI 2015-2016
- 2016 BMe Community Leader Award

## Yvonne Hamilton

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**From:** Hoppykenny <hoppykenny@aol.com>  
**Sent:** Monday, December 05, 2016 6:27 PM  
**To:** Yvonne Hamilton  
**Subject:** At-Large Commissioner Seat

Dear Yvonne,

This e-mail will confirm my intention of submitting my name for the above referenced open position in North Bay Village.

I have been a resident of the City for over forty-six years. Am a graduate of the University of Miami with a B.A., majoring in Finance with a minor in Insurance.

At various times, have served the City in the following capacities:

- Member - Search Committee for City Manager
- Member - Search Committee for City Attorney
- Member - Search Committee for Police Chief
- Member - Charter Review Board
- Chairman of Planning & Zoning
- Member of original Guard House Committee for North Bay Island, successfully negotiating with Miami-Dade County to get the Guard House installed and operational, with Cameras at the Front of the Island
- Charter Member of the North Bay Village Optimists
- Original Block Captain for the NBV Crime Watch, working with the City Mgr to get Crime Watch signs installed on the Island

Past President of Miami Beach Police Athletic League, starting up the North Bay Village, Surf/Bal Bay, and Key Biscayne PALs during my term in office.

Board of Directors of SHOMRIM Society of South Florida - at the time I joined was the only non-police member

Worked with Florida Power & Light Co. as a private citizen to get ALL NEW POWER LINES installed on North Bay Island over a three year period, at no cost to any resident. FPL also trimmed a great deal of vegetation and trees, significantly improving the electric service to our Island, and eliminating antiquated equipment. This was accomplished before the current sitting Commission.

Original Founder and President of the Overtown Property Owners' Association, working directly with City of Miami Police and Administration to improve the Standard of Housing and Relationships with residents in Overtown

Past Director of Membership for the Building Service Contractors Association International (BSCAI)

Friend of Mt. Sinai Medical Center  
Member of Inner Circle Joe DiMaggio's Childrens' Hospital

It is anticipated that my vast business experience in both Property Management and Real Estate, and experience in Community Service would enhance and be a valuable asset to the North Bay Village Commission. It would be an honor and privilege to serve North Bay Village in another capacity.

Thank you for your consideration,  
Kenny Stowe

### How to get listed

Go to Miamiherald.com/events. Click on "Add Event" and follow the prompts. In the "Event Keywords" box, use terms that are related to your event. For example, if it is a business-related event, use terms such as Business & Technology, networking or business meeting. Limit the description field to about 2 1/2 lines. Make sure to include the name of the organization that is hosting the event. Please select the category of Special Event if your event does not match one of the categories in the short drop-down list.

### Sunday, December 4

**Aqua Art Miami -- Miami Art Week 2016** Aqua Art Miami, the sister satellite fair to Art Miami, will celebrate its 12th edition at the Aqua Hotel (1530 Collins Avenue Miami Beach 33139), from Wednesday, November 30th to Sunday, December 4th, 2016. The festive Preview has become the destination of influential collectors and art professionals who migrate en masse from the Art Miami and CONTEXT fairs at the Pavillon.

One of the best fairs for emerging art during Miami's Art Week, Aqua Art Miami has consistently earned critical recognition for presenting vibrant and noteworthy international art programs with a particular interest in supporting young and established galleries with strong emerging and mid-career artists. This year Aqua Art Miami has partnered with the Association of Women Art Dealers (AWAD), a non-profit trade network on a mission to facilitate business between and for women art dealers. On Friday, December 2nd from 10am -11am Aqua Art Miami and AWAD will host a special morning panel addressing "Unconscious gender bias and the art world: What's the reality for women art dealers, and what role do they have to play?" moderated by Susan Mumford, Founder and CEO of AWAD.

Aqua Art Miami continues to attract increasingly diverse and

distinguished exhibitors while retaining the fair's signature relaxed vibe and lively energy. The fair's unique environment in a classic South Beach hotel with spacious exhibition rooms that open onto a breezy, intimate courtyard has become a favorite gathering spot for collectors, curators and art-lovers to discover fresh talent and acquire new works while exchanging cultural ideas and forming meaningful connections.

Multi-Day Pass provides admission to Art Miami, CONTEXT and Aqua Art Miami Fairs, and complimentary shuttle service will be available, and complimentary shuttle service will be available between the fairs.

Tickets: \$20 one day pass, \$90 multi-day pass, \$15 Students 12-18 & Seniors 62+. Hours: Opening Night VIP Preview: 3PM-10PM, Dec. 4 11 am-9 pm, Art Miami Pavilion 3101 NE First Ave., Miami.

**ART MIAMI & CONTEXT ART MIAMI HIGHLIGHT ICONIC CONTEMPORARY, MODERN, POST-WAR, POP WORKS & UNIQUE EXHIBITIONS KICKING**

**OFF THE OPENING OF 2016 ART WEEK** Art Miami (www.artmiami.com), the city's original and longest running contemporary and modern art fair, together with its adjacent sister fair, CONTEXT Art Miami (www.contextartmiami.com), will present an array of iconic and exemplary works, dynamic projects and special installations.

The 27th annual edition of Art Miami kicks off the opening day of Art Week on Tuesday, November 29th, with a VIP Private Preview to benefit Perez Art Museum Miami (PAMM) in the Art Miami Pavilion (3101 NE 1st Avenue, Miami) sponsored by Christie's International Real Estate. Together with its international affiliates, Christie's International Real Estate will host an elegant booth at the main entrance of the fair, showcasing luxury residential property offerings from around the world.

As in the past, the prestigious fair promises to showcase the finest investment quality paintings, design, photography, prints, drawings, sculpture, and video art, highlighting works from the 20th and 21st centuries.

Now in its fifth year, CONTEXT Art Miami is expanding. Dedicated to the development and reinforcement of emerging and mid-career artists, CONTEXT will take place in a stand-alone 65,000-square-foot pavilion just one block away from the Art Miami Pavilion in the middle of Midtown. Both fairs will be open to the public Wednesday, November 30th through Sunday, December 4th, 2016.

With a combined exhibition space covering three city blocks and totaling 250,000 square feet, Art Miami and CONTEXT Art Miami have grown to include a roster of more than 200 international galleries, showcasing 1,875 artists from 60 countries around the globe.

One-Day Fair Pass provides admission to Art Miami and CONTEXT Fairs, and complimentary shuttle service will be available between the fairs.

Multi-Day Pass provides admission to Art Miami, CONTEXT and Aqua Art Miami Fairs. Tickets: \$40 one-day pass, \$85 multi-day pass, \$25 Students 12 & 18 & seniors 62. Children under 12. Free. VIP Prev Dec. 4 11 am-6

p.m. \$40 one-day pass, \$85 multi-day pass. VIP Preview Benefit: \$250 Art Miami Pavilion 3101 NE First Ave., Miami.

**Coco Chanel Exhibition: Art Basel 2016** Haute Marché Consignment Boutique, in collaboration with Miami International University of Art and Design (MIU) Fashion Merchandising students, will be hosting a unique exhibit in honor of "Coco" Chanel. For a limited time only, this chic boutique will be transformed into a museum excursion that will be highlighting classic Chanel pieces. The theme will be Celebrating the year of the woman: commemorating Coco Chanel's influence through fashion. The Coco Chanel exposition will be taking place on November 30 from 7pm to 10pm. The exhibition will be invitation only for the opening reception on November 30th, 2016 and the public opening will take place from December 1st to the 4th. Haute Marché boutique is located in North Miami's Art & Design District. The boutique can be found on 895 NE 125th St., North Miami, 33161

SEE CALENDAR, 39NE

## NORTH BAY VILLAGE NOTICE OF COMMISSION VACANCY



PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL CONSIDER THE APPOINTMENT OF AN AT-LARGE COMMISSIONER FOR THE DURATION OF THE 2016-2018 TERM, AT ITS MEETING SCHEDULED FOR DECEMBER 13, 2016.

INDIVIDUALS SEEKING THE SEAT OF AT-LARGE COMMISSIONER MUST BE A CURRENT RESIDENT FROM ANY LOCATION WITHIN THE VILLAGE FOR A PERIOD OF NO LESS THAN ONE (1) YEAR.

INTERESTED CITIZENS MAY SUBMIT A "LETTER OF INTEREST", ALONG WITH PROOF OF RESIDENCY (PREFERABLY A FLORIDA DRIVER LICENSE) AND A VOTER REGISTRATION CARD TO THE VILLAGE CLERK'S OFFICE.

CONTACT THE VILLAGE CLERK'S OFFICE AT (305) 756-7171 OR VISIT THE VILLAGE ADMINISTRATIVE OFFICES, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE FOR FURTHER INFORMATION.

Yvonne P. Hamilton, CMC  
Village Clerk  
(November 30, 2016)

Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.

3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the Village by filing with the Village Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.

G. *Results of election.*

1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the Village electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.
2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal of the ordinance, such referendum action cannot be brought up again for a period of one year from the date of the election.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00;  
Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

## ARTICLE VI. BOARDS

### 6.01. Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the

Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint *ex officio* non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### 6.02. Civil service.

#### A. *Civil Service Board.*

1. The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

#### B. *Employees covered by collective bargaining agreement.*

Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

### 6.03. Planning and Zoning Board.

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsi-

bilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the Village Commission relating to a request for a variance or special use exception, it shall require the Village Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## ARTICLE VII. FINANCE AND TAXATION

### 7.01. State Law applicable.

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### 7.02. Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### 7.03. Preparation and submission of budget.

The Village Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the Village estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

- A. Within the budget year, and
- B. Within the five (5) next succeeding years.

In preparing the budget, the Village Manager shall review and revise the estimates as he may deem advisable.

- A. *Budget message.* The budget message submitted by the Village Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the Village for the fiscal year and shall describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.
- B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the Village Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the Village. The budget message shall also detail the prospective amounts for munic-

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.

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.

Civil Service Board

- § 32.20 Establishment.

Planning and Zoning Board

- § 32.30 Creation; members.
- § 32.31 Vacancy.
- § 32.32 Officers.
- § 32.33 Meetings.
- § 32.34 Powers; rules and regulations.
- §§ 32.40-32.44 Reserved.

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.

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.

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.

Business Development Advisory Board

- § 32.78 Establishment.
- § 32.79 Composition.
- § 32.80 Qualifications.
- § 32.81 Terms; removal from office.
- § 32.82 Vacancy.
- § 32.83 Power and duties.
- § 32.84 Officers.
- § 32.85 Meetings; quorum; voting period.

Special Needs Advisory Board

- § 32.86 Created.
- § 32.87 Purpose.
- § 32.88 Powers and duties.
- § 32.89 Meetings; selections of officers.
- § 32.90 Terms; vacancies; removal.
- § 32.91 Sunset review.

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)

**§ 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.

(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 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

**\*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.

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 until the new Board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

#### § 32.14 Vacancies.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04)

#### § 32.15 Power and duties.

The Community Enhancement Board shall be charged with the following duties:

- (1) To continually study the needs of the entire Village for floral landscaping, including the entrances of the several islands and the median strips, including both privately owned and publicly owned property.
- (2) Determine the existence of alleged violations of law which adversely affect the aesthetics of the Village.
- (3) Entertain complaints from citizens regarding existence of conditions which are detrimental to the aesthetic values and quality of life of the Village.
- (4) To file a report of its activities with the Village Commission and the Village Man-

ager, including the recommendations to the Commission for the beautification of the Village at least once per year.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 05-04, 3-15-05; Ord. No. 2013-08, § 2, 10-8-13)

#### § 32.16 Officers.

The Community Enhancement Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

#### § 32.17 Meetings; quorum; voting period.

(A) The Community Enhancement Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village bulletin boards. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.  
(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

**CIVIL SERVICE BOARD**

**§ 32.20 Establishment.**

For provisions concerning the Civil Service Board, see § 33.021.

**PLANNING AND ZONING BOARD**

**§ 32.30 Creation; members.**

(A) *Created; composition.* A Planning & Zoning Board is hereby created which shall be composed of five members to be appointed by the Village Commission. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island and two at-large members.

(B) *Qualifications of members.* The members of the Board shall be appointed and shall be qualified electors of the Village as defined in the Charter, and shall also be and remain during their respective terms of office, residents of the Village.

(C) *Terms, vacancies, removal from office.* The original members of the Board shall be appointed by the Village Commission at the meeting in which this section is finally adopted. Members of the Board shall be appointed by the Village Commission for a term of two years.

(D) *Participation of ex officio members.* The Mayor and the Village Manager shall serve as ex officio members of the Planning and Zoning Board; however, their participation in matters before the Board shall be limited to discussion and their presence shall not constitute a quorum in the absence of other members, nor shall they be entitled to vote or otherwise participate in making recommendations to the Village Commission. (1964 Code, § 2-40; Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76; Ord. No. 04-15, 7-27-04)

**State law reference**—Municipal planning and zoning, F.S. § 163.01 et seq.

**§ 32.31 Vacancy.**

In the event that a vacancy shall occur on the Planning and Zoning Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term of the member. Any member may be removed from office by the Village Commission upon majority vote of the Commission. (1964 Code, § 2-40(c); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

**§ 32.32 Officers.**

The Planning and Zoning Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. At all meetings the Vice-Chairman, in case of the absence of the Chairman, shall act in his stead. The Board shall designate its own Secretary and professional advisors, the compensation thereof to be fixed by the Village Commission. (1964 Code, § 2-40(d); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

**§ 32.33 Meetings.**

The Planning and Zoning Board shall hold regular meetings at such time and place as the Mayor and Commission may establish by Resolution and may hold special meetings at any other time on written call of the Chairman, mailed three days prior to the called meeting. Notices of all meetings shall be sent to residents, home owners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairman shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting. All meetings of the Board shall be open to the public and three members shall constitute a quorum. A

majority vote of the Board shall be required on all recommendations made to the Village Commission.

(1964, Code, § 2-40(e); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76; Ord. No. 01-03, § 1, 3-27-01)

**§ 32.34 Powers; rules and regulations.**

(A) The Planning and Zoning Board shall have the authority and duties set forth in § 152.101.

(B) The Board shall adopt its own rules and regulations and rules of procedure including but not limited to rules and regulations in connection with the processing of applications for variances. (1964 Code, § 2-40(f) and (g); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

**§§ 32.40—32.44 Reserved.**

Ord. No. 2015-008, § 2, adopted May 15, 2015, amended the Code by repealing former §§ 32.40—32.44 in their entirety. Former §§ 32.40—32.44 pertained to the police department, and derived from the 1964 Code, §§ 15-7—15-9; Ord. 2, adopted August 9, 1945; Ord. 241, adopted May 24, 1972; Ord. 81-13, adopted July 15, 1981; Ord. No. 2008-22, adopted October 14, 2008. For similar provisions, see Ch. 39.

**RENT CONTROL BOARD**

**§ 32.50 Establishment.**

For provisions concerning the Rent Control Board, see §§ 95.13 and 95.14.

**ARTS, CULTURAL AND SPECIAL  
EVENTS BOARD**

**§ 32.60 Arts, Cultural and Special Events Board.**

An Arts, Cultural and Special Events Board is hereby created which shall be composed of five members, appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**§ 32.61 Qualification of members.**

The members of the Arts, Cultural and Special Events Board shall be appointed and shall be qualified electors of the Village as defined in the Charter and shall also be and remain during their respective terms of office, residents of the Village. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07)

**§ 32.62 Terms; vacancies; removed from office.**

Members of the Board shall be appointed by the Village Commission for a term of two years. In the event that a vacancy shall occur on the Board by reason or resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**§ 32.63 Officers.**

The Arts, Cultural and Special Events Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is

directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager not later than two weeks after each meeting.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**§ 32.64 Meetings; quorum; voting period.**

(A) The Arts, Cultural and Special Events Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**§ 32.65 Powers and duties.**

(A) The Arts, Cultural and Special Events Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the delivery of the following human services:

- (1) Recreation and park planning activities.
- (2) Program financing and services.

- (3) Physical components of outdoor and indoor leisure, cultural and recreational activities to meet the needs of as many kinds of people as possible.
- (4) Social services and other human resources program planning with special emphasis on the needs of residents of the Village.
- (5) Cooperate with all other similar governmental agencies and all public or private organizations working for the same or similar objectives.

(B) The Board shall submit to the Village Manager and through him or her to the Village Commission interim reports as to the performance of its duties and responsibilities as set forth above. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**YOUTH AND EDUCATION SERVICES BOARD**

**§ 32.66 Youth and Education Services Board.**

A Youth and Education Services Board is hereby created which shall be composed of five members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.67 Qualification of members.**

The members of the Youth and Education Services Board shall be appointed with one member having a professional background in education and shall be at least 15 years in age and shall also be and remain during their respective terms of office, residents of the Village.

Minors between the ages of 15—17 must obtain parental consent and must be accompanied to the meeting by a parent. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.68 Terms; vacancies; removal from office.**

(A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.69 Officers.**

The Youth and Education Services Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager no later than two weeks after each meeting. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

**§ 32.70 Meetings; quorum; voting period.**

(A) The Youth and Education Services Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current

practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.  
(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

#### § 32.71 Powers and duties.

(A) The Youth and Education Services Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the needs of the children and youth in the community including:

- (1) Recreation and park planning activities.
- (2) Physical components of outdoor and indoor leisure, cultural and recreational activities.
- (3) To advocate for the needs and involvement of the Village's children and youth in the community.
- (4) To promote the exchange of ideas and resources in order to better meet the needs of the children and youth in the Village.
- (5) To provide input and ideas as to educational programs and initiatives that affect the Village youth, including but not limited to the Treasure Island Elementary IB Program.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

### CITIZENS BUDGET AND OVERSIGHT BOARD

#### § 32.72 Citizens Budget and Oversight Board.

A Citizens Budget and Oversight Board is hereby created which shall be composed of five

members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. All members shall be appointed as provided in Section 32.02. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island, and two at-large members. (Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

#### § 32.73 Qualification of members.

The members of the Citizens Budget and Oversight Board shall be appointed and shall be qualified electors of the Village as defined in the Charter. Qualified electors shall also be and remain during their respective term of office, residents of the Village and the geographic area they represent. Applicants must possess a Bachelor's Degree or higher in either Finance, Accounting, or Business Administration or equivalent or a minimum of four years' experience.  
(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

#### § 32.74 Terms; vacancies; removal from office.

(A) Members of the Board shall be appointed by the Village Commission, for a term of two years concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Board members shall be appointed as soon as possible after new Commissioners are sworn in to office. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member, based on the original appointment process.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

#### § 32.75 Officers.

The Citizens Budget and Oversight Board shall annually, each by majority vote, elect one of its

members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chair shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board may designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

**§ 32.76 Meetings; quorum; voting period.**

(A) The Citizens Budget and Oversight Board shall hold regular monthly meetings, unless the Board chooses not to meet in a particular month, at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board by postal mail or by email three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

**§ 32.77 Powers and duties.**

(A) The Citizens Budget and Oversight Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to delivery of the following services:

- (1) Examine and analyze the budget.

- (2) Hold monthly meetings as needed.
- (3) Present reports to the Commission indicating whether the expenditures match those promised during the bond campaign.
- (4) Review the annual performance audit to analyze whether the Bond funds have been expended only for the specified project.
- (5) Examine, analyze, and make recommendations on the preliminary budget to the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

**BUSINESS DEVELOPMENT ADVISORY BOARD**

**§ 32.78 Establishment.**

A Business Development Advisory Board is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.79 Composition.**

There is hereby created the North Bay Village Business Development Advisory 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 § 6.01 of the Charter.

(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.80 Qualifications.**

The members of the Business Development Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms

of office, residents of the Village and shall have been a resident of North Bay Village for a minimum of two years.  
(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.81 Terms; removal from office.**

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, 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 until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.  
(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.82 Vacancy.**

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member by a majority vote of the Commission.  
(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.83 Power and duties.**

The Business Development Advisory Board shall be charged with the following duties:

- (1) Appoint its own chair and vice-chair;
- (2) Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
- (3) Provide monthly written reports containing its activities and recommendations concerning the economic development of the Village, including but not limited to, the existing business environment in the Village and what measures the Commission and Village staff may take to attract businesses to the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.84 Officers.**

The Business Development Advisory Board shall annually, each by majority vote, elect one of its members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of

the Board, and shall be the representative of the Board to the Village Commission. In the case of the absence of the Chair at any meetings, the Vice-Chair shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission monthly.  
(Ord. No. 2014-06, § 2, 7-8-14)

**§ 32.85 Meetings; quorum; voting period.**

(A) The Business Development Advisory Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.  
(Ord. No. 2014-06, § 2, 7-8-14)

**SPECIAL NEEDS ADVISORY BOARD**

**§ 32.86 Created.**

A Special Needs Advisory Board (the "Board") is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.  
(Ord. No. 2015-001, § 2, 1-13-15)

**§ 32.87 Purpose.**

The Board will act in an advisory capacity to provide the Village Commission, Village Manager, and Village residents with information regarding matters pertaining to the needs of community residents with functional impairments, disabilities, and other such special needs, as well as seniors and children.

(Ord. No. 2015-001, § 2, 1-13-15)

**§ 32.88 Powers and duties.**

The powers and duties of the Board shall include the following:

- (1) Promote the exchange of ideas and resources in order to better meet the needs of residents with special needs;
- (2) Provide input and information as to government and/or private agencies that provide services for residents with special needs.

(Ord. No. 2015-001, § 2, 1-13-15)

**§ 32.89 Meetings; selections of officers.**

(A) The Board shall hold quarterly meetings to carry out its purpose and duties, as called by its Chairman or the Village Commission.

(B) The Board shall annually, each by majority vote, elect a Chairman and a Vice-Chairman from among its members. The Chairman shall chair meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his or her stead. The Board shall designate its own secretary, and the Secretary shall make and furnish minutes of the Board's meetings and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 2015-001, § 2, 1-13-15)

**§ 32.90 Terms; vacancies; removal.**

(A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. In the event that a vacancy

shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(B) The Village Commission shall have the authority to remove any member of the Board for misconduct, or for more than three unexcused absences in any calendar year.

(C) Members of the Board have a responsibility to keep confidential information confidential. If a member of the Board discloses confidential information, that member is acting outside his/her scope of authority and could be removed from the Board or be held personally liable for claims of defamation, invasion of privacy, violations of statute, etc.

(Ord. No. 2015-001, § 2, 1-13-15)

**§ 32.91 Sunset review.**

The Board shall have a Sunset Review by the Commission after one year from the date that the ordinance from which section 32.86—32.91 derived was adopted.

(Ord. No. 2015-001, § 2, 1-13-15)



## 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

**13A**

### **VILLAGE MANAGER'S REPORT**

**TO**

**THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION**

**DECEMBER 13, 2016**

- 1. RE-SETTING OF NEW VILLAGE HALL PUBLIC WORKSHOP**
  - a. January 12<sup>th</sup>, 17<sup>th</sup>, or 24<sup>th</sup>?**
- 2. TIES BASKETBALL COURT PROJECT UPDATE**
- 3. FDOT NOTICE OF 79<sup>TH</sup> STREET BRIDGE RENOVATION PROJECT**
  - a. Start in 2021**
  - b. Project Duration of 20 months**

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Frank K. Rollason, Village Manager



## North Bay Village

15A

Administrative Offices

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

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

### **OFFICIAL MINUTES** **REGULAR VILLAGE COMMISSION MEETING**

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

**TUESDAY, SEPTEMBER 13, 2016**

**7:30 P.M.**

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#### **1. CALL TO ORDER**

The meeting was called to order at 7:39 p.m.

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

#### **ROLL CALL**

Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Vice Mayor Jorge Gonzalez  
Commissioner Andreana Jackson  
Commissioner Richard Chervony was absent.

Also Present:

Village Manager Frank K. Rollason  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Chief Carlos Noriega  
Public Works Director Rodney Carrero-Santana  
Village Clerk Yvonne P. Hamilton  
Deputy Village Clerk Jenorgen Guillen

Mayor Connie Leon-Kreps made a motion to excuse Commissioner Chervony's absence. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call. The vote was as follows: Commissioner Eddie Lim, Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

2. **B. SPECIAL PRESENTATIONS**

1. **MIAMI-DADE COUNTY SCHOOL BOARD - TREASURE ISLAND ELEMENTARY SCHOOL UPDATE.**

Iraida Mendez-Cartaya, of Miami-Dade County Public Schools and Treasure Island Elementary Principal Dalia Villar addressed the Commission on plans to improve the students' performance, for the school to achieve a higher grade.

2. **A. PROCLAMATIONS AND AWARDS**

1. **CONSTITUTION WEEK (*MAYOR CONNIE LEON-KREPS*)**

A proclamation was issued recognizing September 17<sup>th</sup> through 23<sup>rd</sup> as Constitution Week.

2. **CHILDHOOD CANCER AWARENESS MONTH (*MAYOR CONNIE LEON-KREPS*)**

A Proclamation was issued designating the month of September 2016 as Blood Cancer Awareness Month.

3. **BLOOD CANCER AWARENESS MONTH – LEUKEMIA & LYMPHOMA SOCIETY (*MAYOR CONNIE LEON-KREPS*)**

A Proclamation was issued designating September 2016 as Blood Cancer Awareness Month.

4. **HARBOR ISLAND CLEAN UP DAY – MIAMI BEACH PAAL/FLORIDA NATIONAL UNIVERSITY BASKETBALL TEAM/NORMANDY GYM (*COMMISSIONER ANDREANA JACKSON*)**

Individuals who participated in the Harbor Island Clean Up event were recognized and presented with certificates for helping to beautify the community.

**5. SERGEANT KEVIN BEATY RETIREMENT**

Sergeant Beaty was recognized for 17 years of service with the Village and was presented with an award in appreciation for his many years of dedicated public service.

**6. OFFICER AMY SUAREZ**

Officer Suarez was recognized and presented with a plaque for her outstanding leadership with the police summer program and other youth events.

Officer Suarez made a video presentation of the 2016 Police Summer Camp activities.

**8. BRIYNA LEMON**

The Chief thanked Briyna Lemon, Summer Intern, for her assistance during the summer, and was presented with a plaque.

**7. SCOTT LEE**

Scott Lee was presented with a life-saving award for his heroic actions for coming to the aid of a 3-year old child in distress (potential drowning) at 7601 E. Treasure Drive on September 30, 2016.

**9. MICHELLE HENNINGER**

Michelle Henninger was presented with a life-saving award for starting CPR on a critically injured (shocked) resident at 1540 S. Treasure Drive on May 30, 2016, until first responders arrived.

**C. ADDITIONS AND DELETIONS**

Mayor Connie Leon-Kreps requested that Items 5A and 5E be removed from the Consent Agenda to be addressed separately.

**3. GOOD & WELFARE**

No one addressed the Commission under Good & Welfare.

4. **ADVISORY BOARD REPORTS**

A. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**

A report was not provided.

B. **BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

C. **CITIZENS BUDGET & OVERSIGHT BOARD**

A report was not provided.

D. **COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

E. **PLANNING & ZONING BOARD**

A report was not provided.

F. **YOUTH & EDUCATION SERVICES BOARD**

A report was not provided.

5. **CONSENT AGENDA: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted 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.)**

B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ON AN EXISTING CITY OF MINNEOLA, FLORIDA CONTRACT WITH NATIONAL JOINT POWERS ALLIANCE CO-OPERATIVE (NJPA), PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE, FOR THE LEASE OF A GPS SYSTEM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE STATE LEGISLATURE’S EFFORTS TO AMEND SECTION 403.7033, FLORIDA STATUTES, TO PROVIDE FOR LOCAL REGULATION OF PLASTIC BAGS OR, ALTERNATIVELY, FOR THE REPEAL OF SAID STATUTORY SECTION SO THAT LOCAL GOVERNMENTS ARE NO LONGER PREEMPTED FROM ENACTING LEGISLATION REGULATING PLASTIC BAGS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER ANDREANA JACKSON)**
- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING LOWER ENERGY COSTS AND REMOVING BARRIERS FOR SOLAR POWER; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**
- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY CLERK OF COURTS FOR PARTICIPATION IN THE E-CITATION SYSTEM; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLSON)**
- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE MIAMI-DADE COUNTY RESOLUTION URGING THE UNITED STATES ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO EXPEDITE PHASE 11 OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**
- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN NORTH BAY VILLAGE AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE (FOP) FOR THE TERM OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019 REGARDING POLICE PERSONNEL; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Vice Mayor Jorge Gonzalez made a motion to approve the Consent Agenda Items. 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 Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

Items 5A and 5B were removed from the Consent Agenda to be discussed separately.

**5A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT SPECIAL MASTER FINES IMPOSED AGAINST TOTB MIAMI LLC, 7525 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps discussed the reason for removing the item from the Consent Agenda to obtain an explanation on the reduction of the fines from \$58,000 to \$10,000.

The Village Attorney Robert L. Switkes and Code Enforcement Officer Maurice Murray described the violations and negotiation to mitigate the fines.

The Mayor opened the floor to public comments.

Michael J. Marrero, of Bercow, Radell & Fernandez, counsel for Treasures On The Bay, addressed the Commission.

The Mayor closed the floor to public comments.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

**5E. A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A TURF AND LANDSCAPE MAINTENANCE DEPARTMENT FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE LIMITS; PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps inquired as to whether a higher fee could be negotiated for the work involved in maintaining the turf and landscaped areas.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

Mayor Connie Leon-Kreps made a motion to approve the Resolution. 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 Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

Mr. Tony Lima, Executive Director, of S.A.V.E. addressed the Commission on Item 6A.

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

- A. AN ORDINANCE OF THE COMISSION NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED “GENERAL OFFENSES” BY CREATING CHAPTER 137, TO BE ENTITLED “SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS,” TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

Mayor Connie Leon-Kreps made a brief presentation on the item.

Vice Mayor Jorge Gonzalez made a motion to approve the Ordinance on first reading, and Commissioner Andreana Jackson 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: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

7. **PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING**

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY ANDRES MARQUEZ FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP B-50, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, presented the Staff Report recommending approval with the following conditions:

The Village Attorney Robert L. Switkes swore in those individuals who provided testimony on all public hearings items and advised on the process for the quasi-judicial proceedings, pursuant to Chapter 29 of the Village Code.

Bibi Villazon, of Trident International, addressed the Commission on behalf of the applicant and accepted the conditions of approval.

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 request with the conditions set forth above. Commissioner Andreana Jackson seconded the motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY FILIPE LATA FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP C-103, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, presented the Staff Report recommending approval with the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Vice Mayor Jorge Gonzalez made a motion to approve the request with the conditions set forth above, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Bibi Villavon, of Trident International, addressed the Commission on behalf of the applicant and accepted the conditions of approval.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

**C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY OMAR ROMERO FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP B-84, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, presented the Staff Report recommending approval with the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution with the conditions set forth above, and Commissioner Andreana Jackson seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Bibi Villavon, of Trident International, addressed the Commission on behalf of the applicant and accepted the conditions of approval.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING CONSTRUCTION OF A DOCK STRUCTURE, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, , WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps made a motion to defer Item 7D to the October Commission Meeting. Commissioner Andreana Jackson seconded the motion, which carried 3-1. Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Andreana Jackson all voting Yes. Vice Mayor Jorge Gonzalez voted No. Commissioner Richard Chervony was absent.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING CONSTRUCTION OF A DOCK STRUCTURE, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 7700 MIAMI VIEW DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., 1375 Jackson Street, Suite 206, Fort Meyers, FL 33901, presented the Staff Report recommending approval with the following conditions:

1. Submittal of a seawall repair inspection report indicating that all necessary repairs have been made and that the seawall is in good condition.
2. Verification of the 5-foot height restriction at the time of building permit issuance.
3. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
4. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
5. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
6. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Vice Mayor Jorge Gonzalez made a motion to approve the request with the conditions set forth above, and Commissioner Andreana Jackson seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Glen Larson, of Dock & Marine Construction, addressed the Commission on behalf of the applicant and accepted the conditions of approval set forth above.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony was absent.

**8. UNFINISHED BUSINESS**

**A. NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS OF THE MIAM BEACH CHAMBER OF COMMERCE (*COMMISSIONER RICHARD CHERVONY*)**

Vice Mayor Jorge Gonzalez made a motion to defer Item 8A to the October Commissioner Meeting. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor. The motion carried 4-0. Commissioner Richard Chervony was absent.

**9. NEW BUSINESS**

**A. SHORT TERM VACATION RENTAL REPORT**

Chief Carlos Noriega discussed the process for handling Short Term Vacation Rental violations.

Code Enforcement Officer Maurice Murray reported on the status of Short Term Vacation Rental properties in the Village: 1450 South Treasure Drive, 1470 South Treasure Drive, 1580 South Treasure Drive, 7504 West Treasure Drive, 7505 West Treasure Drive, 7537 West Treasure Drive, 7545 Bounty Avenue, 7541 Cutlass Avenue, 7521 Coquina Drive, 7520 Coquina Drive, 7700 Coquina Drive, 7701 Beach View Drive, 7711 Beach View Drive, 7811 Beach View Drive, 7530 Miami View Drive, and 7720 Miami View Drive.

**B. TREASURE ISLAND PARKING PLAN**

The Village Manager discussed a proposed parking plan for Treasure Island and Harbor Island.

**C. FEASIBILITY OF ELECTRONIC PROCESSING OF VISITOR PARKING PASSES FOR HARBOR ISLAND**

Vice Mayor Gonzalez directed the Village Manager to look into developing an electronic visitor pass program for Harbor Island residents, to be accessed through the Village website.

**D. COMMISSION COORDINATION OF VILLAGE SPONSORED EVENTS  
(VICE MAYOR JORGE GONZALEZ)**

Vice Mayor Jorge Gonzalez asked for better collaboration between the Commission and the administration when planning Village events.

**E. FEASIBILITY OF ADOPTING MIAMI-DADE COUNTY'S LOCAL ACTION PLAN FOR SAFER PEOPLE, SAFER STREETS (MAYOR CONNIE LEON-KREPS)**

Mayor Connie Leon-Kreps requested that the Village Manager look into Miami-Dade County Safer Street Program to see if the plan can be adopted by the Village.

**F. CITIZENS CRIME WATCH AWARDS DINNER**

Chief Carlos Noriega discussed the benefits of the Citizens Crime Watch and attendance at the award dinner.

Mayor Connie Leon-Kreps made a motion for the Village to purchase two tables at a cost of \$1,200 for attendance at the Citizens Crime Watch Awards Dinner. Commissioner Andreana Jackson seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Richard Chervony was absent.

**10. PUBLIC SAFETY DISCUSSION**

Chief Carlos Noriega discussed police safety issues.

**11. COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, Commissioner Eddie Lim, and Commissioner Andreana Jackson all provided verbal reports.

Mayor Connie Leon-Kreps entered into the records residents' petitions in favor of "Movie Nights" and "Garage Sales".

**13A. Grant Writer's Report**

Lakeesha Morris, MSW, of BellTower Consulting Group, LLC, Village Grant Writer, discussed Village grants.

**12. VILLAGE ATTORNEY'S REPORT**

The Village Attorney Robert L. Switkes provided a verbal report.

**13. VILLAGE MANAGER'S REPORT**

The Village Manager requested a Special Commission Meeting in October to address revisions to the Land Development Code.

Commissioner Eddie Lim made a motion to call a Special Commission Meeting on October 13, 2016. Commissioner Andreana Jackson seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Eddie Lim all voting Yes. Commissioner Richard Chervony was absent.

Vice Mayor Jorge Gonzalez made a motion to extend the meeting to 12:15 a.m. Commissioner Eddie Lim seconded the motion, and all voted in favor. Commissioner Richard Chervony was absent.

**14. FINANCE REPORT**

The Finance Director Bert Wrains discussed the financial condition of the Village as of August 31, 2016.

**15. APPROVAL OF MINUTES**

**A. SPECIAL VILLAGE COMMISSION MEETING – FY 16/17  
BUDGET PRESENTATION**

**B. REGULAR COMMISSION MEETING – JUNE 14, 2016**

Commissioner Andreana Jackson made a motion to approve the Minutes as submitted. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4- 0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Andreana Jackson all voting Yes. Commissioner Richard Chervony was absent.

**16. ADJOURNMENT**

The meeting adjourned at 11:53 p.m.

Prepared by: Yvonne P. Hamilton  
Village Clerk

Adopted by North Bay Village on

this 13<sup>th</sup> day of September 2016.

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



## North Bay Village

Administrative Offices

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

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

### OFFICIAL MINUTES

#### TENTATIVE BUDGET PUBLIC HEARING

##### VILLAGE HALL

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

TUESDAY, SEPTEMBER 15, 2016

6:30 P.M.

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#### 1. CALL TO ORDER

The meeting was called to order at 6:37 P.M. by Mayor Connie Leon-Kreps.

#### PLEDGE OF ALLEGIANCE

Alvin Blake led the Pledge of Allegiance.

#### ROLL CALL

Commissioner Richard Chervony  
Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Vice Mayor Jorge Gonzalez  
Commissioner Andreana Jackson

Also Present:

Village Manager Frank K. Rollason  
Deputy Village Manager/HR Director Jenice Rosado  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Chief Carlos Noriega  
Village Clerk Yvonne P. Hamilton  
Deputy Village Clerk Jenorgen Guillen

The Village Commission held the tentative budget public hearing pursuant to state law.

The Village Clerk read the Resolutions by title.

Mayor Connie Leon-Kreps opened the Public Hearing.

**2. PUBLIC HEARING ON THE TENTATIVE MILLAGE AND TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017.**

The Village Manager Frank K. Rollason and the Finance Director Bert Wrains discussed the budget with the Village Commission.

Temante Leary, Vice Chair of the Citizens Budget & Oversight Board reported on the Board's review of the proposed budget.

Alvin Blake, of 7601 Coquina Drive and Raul Tora, of 7536 Hispanola Avenue addressed the Commission.

Commissioner Richard Chervony made a motion to include an increase in the budget for non-union and executive employees. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**3. RESOLUTIONS**

**A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2016- 2017; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON**

Commissioner Richard Chervony made a motion to approve a 5.1604 tentative millage rate. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Commissioner Richard Chervony made a motion to approve the 0.7108 debt service millage rate. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to approve a 5.1604 tentative millage rate. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

The meeting adjourned at 11:03 p.m.

Prepared by: Yvonne P. Hamilton  
Village Clerk

Adopted by North Bay Village on  
this 13th day of December 2016.

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



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### OFFICIAL MINUTES

#### FINAL BUDGET PUBLIC HEARING

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

TUESDAY, SEPTEMBER 27, 2016

6:30 P.M.

#### 1. CALL TO ORDER

The meeting was called to order at 6:41 P.M. by Mayor Connie Leon-Kreps.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited.

#### ROLL CALL

Commissioner Richard Chervony  
Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Vice Mayor Jorge Gonzalez  
Commissioner Andreana Jackson (6:42 p.m.)

Also Present:

Village Manager Frank K. Rollason  
Deputy Village Manager/HR Director Jenice Rosado  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Public Works Director Rodney Carrero-Santana  
Chief Carlos Noriega  
Village Clerk Yvonne P. Hamilton

Deputy Village Clerk Jenorgen Guillen

The Village Commission held the final budget hearing pursuant to state law.

The Mayor opened the Public Hearing.

**2. PUBLIC HEARING ON THE FINAL MILLAGE AND FINAL ANNUAL BUDGET FOR FISCAL YEAR 2016-2017.**

The Village Manager Frank K. Rollason and the Finance Director Bert Wrains presented and discussed the Budget with the Village Commission.

The Village Clerk read the Resolutions by title.

Commissioner Richard Chervony made a motion to include funds in the budget for a merit increase for non-union and executive staff, and Commissioner Andreana Jackson seconded the motion.

The Mayor inquired as to whether any member of the public wished to be heard on this item. No member of the public addressed the Commission.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Resident Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission during the Public Hearing.

**3. RESOLUTIONS**

**1. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2016- 2017; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to adopt a 4.8432 final millage rate. Commissioner Andreana Jackson seconded the motion. The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Commissioner Richard Chervony stated for the record that for the first time since he has been a resident of North Bay Village, since 1993, taxes has been lowered by this Commission.

Commissioner Richard Chervony made a motion to adopt a .7108 Debt Service Millage rate. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

2. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to adopt the Final Budget. Vice Mayor Jorge Gonzalez seconded the motion. The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

The Village Manager discussed the status of pending development projects.

The meeting adjourned at 9:01 p.m.

Prepared by: Yvonne P. Hamilton  
Village Clerk

Adopted by North Bay Village on  
this 13th day of December 2016.

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



**North Bay Village**

Administrative Offices

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**OFFICIAL MINUTES  
REGULAR VILLAGE COMMISSION MEETING**

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

**TUESDAY, OCTOBER 25, 2016**

**7:30 P.M.**

**1. CALL TO ORDER**

The meeting was called to order at 7:34 p.m. by Mayor Connie Leon-Kreps.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL**

Commissioner Richard Chervony  
Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Vice Mayor Jorge Gonzalez  
Commissioner Andreana Jackson

Also Present:

Village Manager Frank K. Rollason  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Chief Carlos Noriega  
Public Works Director Rodney Carrero-Santana

Village Clerk Yvonne P. Hamilton  
Deputy Village Clerk Jenorgen M. Guillen

Deputy Village Manager/HR Director Jenice Rosado was absent.

2. **A. PROCLAMATIONS AND AWARDS**

1. **RED RIBBON WEEK**

Mayor Connie Leon-Kreps read a proclamation into the record designating October 23-31, 2016 as Red Ribbon Week.

3. **SISSY SHUTE – CRIME WATCH**

Chief Noriega issued a plaque to Resident Sissy Shute in recognition of her nominee as Crime Watcher of the Year at the 41<sup>st</sup> Crime Watch Ceremony.

2. **THE CUTTING ROOM – 20<sup>TH</sup> ANNIVERSARY**

The Cutting Room, at 1666 Kennedy Causeway, was recognized for 20 years of business in the Village. The owner, Kevin Balboa, was presented with a plaque in appreciation for their service to the community.

Kevin Balboa presented a plaque to Mayor Connie Leon-Kreps for her continued support.

**B. SPECIAL PRESENTATIONS**

1. **ZIKA VIRUS**

A representative from Florida Department of Health reported on the Zika Virus.

2. **ARIS GARCIA, VICE PRESIDENT/WOLFBERG ALVAREZ & PARTNERS-UPDATE ON VILLAGE HALL PROJECT**

Mr. Garcia gave an update on the Analysis Report for the New Village Hall.

The Finance Director Bert Wrains discussed possible financing options for construction of the New Village Hall.

Mayor Connie Leon-Kreps made a motion to hold a Commission Workshop to hear the presentation on the New Village Hall by Wolfberg Alvarez, prior to the December Commission Meeting, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Brian Oppenheimer, of 7939 West Drive, addressed the Commission.

The Mayor closed the Public Hearing.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

### **C. ADDITIONS AND DELETIONS**

Commissioner Richard Chervony requested that Items 5A, 5G, and 5K be removed from the Consent Agenda to be discussed separately.

Commissioner Richard Chervony made a motion to hear Item 6H after Item 6B. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

Mayor Connie Leon-Kreps requested that Items 5F, 5H, 5I, and 5J be removed from the Consent Agenda to be discussed separately.

Commissioner Andreana Jackson made a motion to add a new item to the agenda, Item 9E under New Business titled "TIES Technology Art Fair". Commissioner Richard Chervony seconded the motion and all voted in favor.

### **3. GOOD & WELFARE**

Ron Cohen, of 7524 West Treasure Drive, Jorge Brito, of North Bay Village, David Height, of the Optimist Club, Mary Kramer, of 7610 Coquina Drive, and Esther Razim, of 7810 Miami View Drive, addressed the Commission.

Mayor Connie Leon-Kreps made a motion to amend the agenda to hear the Grant Writer's Report after Good & Welfare at this and future meetings. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

Vice Mayor Jorge Gonzalez made a motion permitting him to respond to Mrs. Kramer's comments. Commissioner Eddie Lim seconded the motion and all voted in favor.

4. **ADVISORY BOARD REPORTS**

A. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**

A report was not provided.

B. **BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

C. **CITIZENS BUDGET & OVERSIGHT BOARD**

A report was not provided.

D. **COMMUNITY ENHANCEMENT BOARD**

A written report was included in the agenda package.

E. **PLANNING & ZONING BOARD**

A written report was included in the agenda package.

F. **YOUTH & EDUCATION SERVICES BOARD**

A report was not provided.

5. **CONSENT AGENDA: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted 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.)**

B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR FOR PAINTING THE BUS SHELTERS THROUGHOUT THE VILLAGE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE “DECLARATION OF A STATE OF EMERGENCY” DECLARED BY THE VILLAGE MANAGER ON OCTOBER 5, 2016, AS A RESULT OF THE THREAT POSED BY HURRICANE MATTHEW; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE PURCHASE OF A GPS SYSTEM FOR THE POLICE BOAT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING MUNICIPALITIES IN MIAMI-DADE COUNTY TO CONTINUE COLLABORATION TO PROTECT THE PUBLIC AGAINST THE ZIKA VIRUS; URGING THE UNITED STATES CONGRESS, STATE OF FLORIDA AND MIAMI-DADE COUNTY TO ASSIST AND SUPPORT LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY, FLORIDA TO FUND, DEVELOP AND IMPLEMENT MITIGATION AND ERADICATION SOLUTIONS FOR THE ZIKA VIRUS; DIRECTING THE VILLAGE CLERK TO TRANSMIT THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

Vice Mayor Jorge Gonzalez made a motion to approve the Consent Agenda items. Commissioner Richard Chervony seconded the motion, which was adopted by a 5-0 roll call vote. The votes were as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

The following items were removed from the Consent Agenda to be discussed separately.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to defer Item 5A to the December Commission Meeting in order to obtain additional information. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

**7A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 1460 SOUTH TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, presented the Staff Report recommending approval with the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit I issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Commissioner Richard Chervony made a motion to approve the request with the conditions outlined by the Village Planner, as set forth above. Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the Public Hearing.

The Village Attorney Robert L. Switkes swore in those individuals who indicated that they would provide testimony.

The property owner, Humberto Ocariz, addressed the Commission.

The Mayor closed the Public Hearing.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RECOMMENDATION OF THE COMMUNITY ENHANCEMENT BOARD AND DIRECTING THE VILLAGE MANAGER TO REMOVE THE NATIVE PLANTS AT BOTH THE ADVENTURE AVENUE ENTRANCE MONUMENT SIGN AND THE HISPANIOLA AVENUE ENTRANCE SIGN AND REPLACE SAID PLANTS WITH PLANTS APPROVED AND RECOMMENDED AT THE COMMUNITY ENHANCEMENT BOARD MEETING OF SEPTEMBER 29, 2016. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution, and Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the Public Hearing.

Ann Bakst, of 1865 Kennedy Causeway and Humberto Ocariz, of 1460 South Treasure Drive addressed the Commission. Mr. Ocariz offered \$5,000 to purchase new plants for Treasure Island.

The motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

Mayor Connie Leon-Kreps made a motion for the Village to accept the \$5,000 donation from Mr. Ocariz. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO CONTINUE TO NEGOTIATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ALLOW THE INSTALLATION OF GREEN SURFACING FOR THE NEWLY INSTALLED BIKE LANES ALONG KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

The Village Clerk read the Resolution by title.

It was mentioned for the record that Commissioner Richard Chervony had initiated the conversations regarding the green surfacing for the bicycle lanes.

Commissioner Richard Chervony made a motion to approve the Resolution, and Commissioner Eddie Lim seconded the motion,

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FM TRUST FOR THE LEASE OF TWO VEHICLES; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps made a motion to approve Item 5H with the removal of "Code Enforcement Supervisor", and 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 to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

**I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. 2016-003 FOR INSTALLATION OF FENCING AT THE PUBLIC WORKS YARD AT 1841 GALLEON STREET TO FENCE MASTERS, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve Item 5I, and Commissioner Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion to approve the Resolution was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT OF A MIAMI-DADE COUNTY INITIATIVE TO SECURE FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, COMMISSIONER RICHARD CHERVONY, AND COMMISSIONER ANDREANA JACKSON)**

The Village Clerk read the Resolution by title.

The Public Works Director Rodney Carrero-Santana reported that the Village is only aware of one septic tank, which is in the process of finalizing abandonment and connection to the Village Sewer System.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

Commissioner Richard Chervony made a motion to approve Item 5J, and Commissioner Andreana Jackson seconded the motion. was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED BID NO. 2016-002 FOR THE BAYWALK PLAZA DESIGN PROJECT (SOUTH SIDE ONLY) TO ABC CONSTRUCTION, INC.; AT AN AMOUNT NOT TO EXCEED \$970,079; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING 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 approve the Resolution, and Commissioner Andreana Jackson seconded the motion.

The Public Works Director Rodney Carrero-Santana explained the RFP process.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

The Mayor closed the floor to public comments.

The motion to approve Item 5K was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted no.

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

**A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the Resolution, and 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 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the Resolution, and 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 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report

The Mayor opened the Public Hearing.

Humberto Ocariz, of 1460 South Treasure Drive, addressed the Commission.

The Mayor closed the Public Hearing.

Mayor Connie Leon-Kreps made a motion to approve the ordinance on first reading. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

- D. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

Mayor Connie Leon-Kreps made a motion to defer Item 6D to the December Commission Meeting. Commissioner Andreana Jackson seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Eddie Lim was absent from the dais and Commissioner Richard Chervony recused himself due to a conflict of interest.

**E. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED “GOVERNMENT USE DISTRICT” TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report.

Vice Mayor Jorge Gonzalez made a motion to approve the Ordinance on first reading, and Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

**F. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED “OFF-STREET PARKING REGULATIONS” TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Ordinance by title.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Mayor Connie Leon-Kreps made a motion defer the item to the December Commission Meeting. Commissioner Andreana Jackson seconded the motion, and all voted in favor.

- G. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED “DEFINITIONS”; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED “CG GENERAL COMMERCIAL DISTRICT” TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED “MINIMUM SPACE REQUIREMENTS” REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; CREATING SECTION 152.113 ENTITLED “MARIJUANA DISPENSARIES” TO PROVIDE CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)***

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the Ordinance on first reading, and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP \$1,000 FOR ATTENDANCE AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2017 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 COMMISSIONER EDDIE LIM)**

The Village Clerk read the Resolution by title.

Vice Mayor Jorge Gonzalez made a motion to approve the Resolution, and Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

Vice Mayor Jorge Gonzalez made a motion to extend the meeting to 12:30 a.m., and Commissioner Richard Chervony seconded the motion, which was adopted by a 5-0 roll call vote.

The motion to adopt Item 6I 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 Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

**7. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND READING**

- B. AN ORDINANCE OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

Mayor Connie Leon-Kreps made a motion to defer the item to the December Commission Meeting. Commissioner Richard Chervony seconded the motion, and all voted in favor.

**6H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

Commissioner Richard Chervony made a motion to defer the item to the December Commission Meeting. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

**8. UNFINISHED BUSINESS**

**A. NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS OF THE MIAMI BEACH CHAMBER OF COMMERCE (COMMISSIONER RICHARD CHERVONY)**

Commissioner Richard Chervony made a motion nominating Commissioner Eddie Lim as the representative to the Miami Beach Chamber of Commerce. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**9. NEW BUSINESS**

**A. SIGNS ON WEST DRIVE AND GALLEON STREET – “CAREFUL CHILDREN AT PLAY”, “STOP SIGN” AND CROSSWALKS LEADING INTO DR. PAUL VOGEL PARK AND PHILIP SCHONBERGER PARK (COMMISSIONER RICHARD CHERVONY)**

Commissioner Chervony reported that he had discussed this matter before and nothing has been done.

**B. SENIOR ACTIVITIES (NOT APPROVED BY COMMISSION) (COMMISSIONER RICHARD CHERVONY)**

Commissioner Richard Chervony made a motion approving Senior Activities (dominoes) and yoga at Village Hall. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Eddie Lim all voting Yes.

Vice Mayor Jorge Gonzalez suggested enhancing the program to include Marjong and Gin Rummy.

**C. COMMUNITY CLASSES – TAI CHAI & QIGONG/MEDITATION  
(COMMISSIONER EDDIE LIM)**

Vice Mayor Jorge Gonzalez made a motion to include Tai Chai & Qigong/Meditation as part of the Senior Activities. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

**D. SCHEDULING – NOVEMBER 15, 2016 COMMISSION MEETING**

Commissioner Richard Chervony made a motion to schedule the November Commissioner Meeting for the 15<sup>th</sup>. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**E. TIES TECHNOLOGY ART FAIR**

Vice Mayor Jorge Gonzalez made a motion to approve the Village sponsoring the event. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes. Mayor Connie Leon-Kreps voted No.

**10. PUBLIC SAFETY DISCUSSION**

Chief Carlos Noriega discussed public safety issues.

**11. COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, Commissioner Andreana Jackson, Commissioner Eddie Lim, and Commissioner Richard Chervony all gave verbal reports.

**12. VILLAGE ATTORNEY'S REPORT**

The Village Attorney gave a verbal report.

**13. VILLAGE MANAGER'S REPORT**

**A. DEP CONSTRUCTION LOAN APPLICATIONS FOR THE WATER MAIN TRANSMISSION AND DISTRIBUTION LINE PROJECT AND THE WATER METER AND SERVICE LINE REPLACEMENT PROJECT**

The Village Manager Frank K. Rollason reported that, under the DEP Construction Loan, a public announcement is required prior to putting the water meter and the water main projects out to bid.

**14. FINANCE REPORT**

Finance Director Bert Wrains provided an update on the Village's financial status as of September 30, 2016.

**15. APPROVAL OF MINUTES**

No Minutes were submitted for approval.

**16. ADJOURNMENT**

The meeting adjourned

Prepared by: Yvonne P. Hamilton, Village Clerk

Adopted by North Bay Village on

this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)



## North Bay Village

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Administrative Offices

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

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

### **OFFICIAL MINUTES** **REGULAR VILLAGE COMMISSION MEETING**

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

**TUESDAY, NOVEMBER 29, 2016**

**7:30 P.M.**

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#### **1. CALL TO ORDER**

The meeting was called to order at 7:37 p.m. by Mayor Connie Leon-Kreps.

#### **PLEDGE OF ALLEGIANCE**

Former Vice Mayor Reinaldo Trujillo led the Pledge of Allegiance.

#### **ROLL CALL**

Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Commissioner Andreana Jackson

Commissioner Richard Chervony and Vice Mayor Jorge Gonzalez were absent.

Also Present:

Village Manager Frank K. Rollason  
Deputy Village Manager/HR Director Jenice Rosado  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Chief Carlos Noriega  
Public Works Director Rodney Carrero-Santana  
Village Planner Jim LaRue  
Village Clerk Yvonne P. Hamilton  
Deputy Village Clerk Jenorgen Guillen

2. A. **PROCLAMATIONS AND AWARDS**

None

B. **SPECIAL PRESENTATIONS**

None

C. **ADDITIONS AND DELETIONS**

Mayor Connie Leon-Kreps moved Item 6A after Good & Welfare.

At this time The Mayor recognized Senator Daphne Campbell, Senator Oscar Braynon II, House Representative David Richardson, former Vice Mayor Reinaldo Trujillo, Judge Wendell Graham, and Judge Marcia Cooke, who were in attendance.

3. **GOOD & WELFARE**

Jane Blake, of 7601 Coquina Drive, Alvin Blake, of 7601 Coquina Drive, Kevin Vericker, of 7520 Hispanola Avenue, Brian Oppenheimer, of 7939 West Drive, and Mario Garcia, of 7540 Hispanola Avenue addressed the Commission.

The Mayor closed the floor to Good & Welfare.

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONCERNING THE VILLAGE GENERAL ELECTION OF NOVEMBER 8, 2016; DECLARING QUALIFIED CANDIDATES ELECTED TO OFFICE; ACCEPTING AND ADOPTING THE RESULTS FOR THE OFFICES OF MAYOR, NORTH BAY ISLAND COMMISSIONER, AND TREASURE ISLAND COMMISSIONER AS CERTIFIED BY MIAMI-DADE COUNTY CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

The Village Clerk read the Resolution by title.

Commissioner Andreana Jackson made a motion to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 3-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Mayor Connie Leon-Kreps, and Commissioner Andreana Jackson all voting Yes.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY CANVASSING BOARD'S CERTIFICATION OF THE RESULTS OF NORTH BAY VILLAGE SPECIAL ELECTION OF NOVEMBER 8, 2016 AND DECLARING THE RESULTS THEREOF; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

The Village Clerk read the Resolution by title.

Commissioner Andreana Jackson made a motion to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 3-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Mayor Connie Leon-Kreps, and Commissioner Andreana Jackson all voting Yes.

**OATH OF OFFICE**

**1. CONNIE LEON-KREPS, MAYOR**

Connie Leon-Kreps was sworn in by Judge Wendell Graham as Mayor for the 2016-2018 Term.

**2. JOSE R. ALVAREZ-NORTH BAY ISLAND COMMISSIONER**

Jose Alvarez was sworn in by Judge Marcia Cooke as North Bay Island Commissioner for the 2016-2020 Term.

**3. ANDREANA D. JACKSON-TREASURE ISLAND COMMISSIONER**

Commissioner Andreana Jackson was sworn in as Treasure Island Commissioner for the 2016-2020 Term.

**ROLL CALL**

Commissioner Jose Alvarez  
Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Commissioner Andreana Jackson

4. **ADVISORY BOARD REPORTS**

A. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**

None

B. **BUSINESS DEVELOPMENT ADVISORY BOARD**

None

C. **CITIZENS BUDGET & OVERSIGHT BOARD**

None

D. **COMMUNITY ENHANCEMENT BOARD**

None

E. **PLANNING & ZONING BOARD**

None

F. **YOUTH & EDUCATION SERVICES BOARD**

None

5. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted 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.)

No Items

The Mayor moved Commissioners' Reports to be heard at this time.

11. **COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all gave reports.

7. **PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND READING**

- A. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED “DEFINITIONS”; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED “CG GENERAL COMMERCIAL DISTRICT” TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED “MINIMUM SPACE REQUIREMENTS” REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; CREATING SECTION 152.113 ENTITLED “MARIJUANA DISPENSARIES” TO PROVIDE CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the Ordinance by title.

Commissioner Andreana Jackson made a motion to approve the Ordinance and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

Carl Mueller, of 7915 East Drive, Dr. Douglas Hornsby, of 1353 Bay Terrace, Jane Blake, of 7601 Coquina Drive, and Brian Oppenheimer, of 7939 West Drive, addressed the Commission.

The Mayor closed the Public Hearing.

The Village Attorney discussed the need to adopt the ordinance at this time.

Commissioner Andreana Jackson made a motion to approve the Ordinance on second reading. 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 Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

**8. UNFINISHED BUSINESS**

None

**9. NEW BUSINESS**

None

**10. PUBLIC SAFETY DISCUSSION**

None

**12. VILLAGE ATTORNEY'S REPORT**

**A. Commission Vacancy**

Village Attorney Robert L. Switkes discussed the Charter requirements to fill the At-Large Commissioner vacancy.

At the request of the Mayor, the Village Clerk announced the names of the individuals who have expressed interest in the office: Marvin Wilmoth, Dr. Douglas Hornsby, Dr. Joshua Furman, and Kenneth Stowe.

The Mayor opened the floor to public comments.

Alvin Blake and Reinaldo Trujillo addressed the Commission.

The Mayor closed the floor to public comments.

Mayor Connie Leon-Kreps made a motion for the At-Large Commissioner vacancy to be advertised for appointment consideration at the December 13, 2016 Commission Meeting. Commissioner Andreana Jackson seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

**13. VILLAGE MANAGER'S REPORT**

None

**14. FINANCE REPORT**

**A. Financial Report for the period ending October 31, 2016**

**15. APPROVAL OF MINUTES**

None

**16. ADJOURNMENT**

The meeting adjourned at 9:02 p.m.

Prepared by: Yvonne P. Hamilton, Village Clerk

Adopted by North Bay Village on

this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

# **MONTHLY STAT REPORTS**

NORTH BAY VILLAGE  
MONTHLY REPORTS 2016-17  
BUILDING DEPARTMENT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
PERMITS/UPFRONT FEES/HOLD HARMLESS/ EXTENTIONS/CERT OF COMPETION/CERT OF OCCUPANCY/REINSPECTI ON /BLDG RECERTIFICATIONS	\$26,850.05	\$25,038.21											\$51,888.26
VISITORS	260	249											509
PERMIT APPLICATIONS/ REVISIONS	91	87											178
BLDG INSPECTIONS/REVIEW	91	130											221
ELEC INSPECTIONS	45	31											76
MECH INSPECTIONS	27	29											94
PLUMBG INSPECTIONS	99	55											154
STRUCTURAL REVIEWS	13	21											34
<b>*Not available</b>													





## NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	CURRENT MONTH OCTOBER 2016	PREVIOUS MONTH SEPTEMBER 2016	PREVIOUS YEAR OCTOBER 2015
<b>FELONIES</b>			
<b>HOMICIDE</b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>ATTEMPT BURGLARY</b>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<b>BURGLARY STRUCTURE</b>			
TREASURE ISLAND	0	2	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>BURGLARY RESIDENCE</b>			
TREASURE ISLAND	0	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<b>BURGLARY VEHICLE</b>			
TREASURE ISLAND	0	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<b>ROBBERY ARMED</b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0

## NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

ROBBERY STRONGARM	OCTOBER 2016			SEPTEMBER 2016			OCTOBER 2015		
	TREASURE ISLAND	0	0	0	0	0	0	0	0
	N BAY ISLAND	0	0	0	0	0	0	0	0
	HARBOR ISLAND	0	0	0	0	0	0	0	0
<b>SEXUAL BATTERY</b>									
	TREASURE ISLAND	0	0	0	0	0	0	0	0
	N BAY ISLAND	0	0	0	0	0	0	0	0
	HARBOR ISLAND	0	0	0	0	0	0	0	0
<b>AGG BATTERY/ASSAULT</b>									
	TREASURE ISLAND	0	0	1	0	0	0	0	0
	N BAY ISLAND	0	0	0	0	0	0	0	0
	HARBOR ISLAND	0	0	0	0	0	0	0	0
<b>FRAUD GENERAL</b>									
	TREASURE ISLAND	1	0	0	0	0	0	0	0
	N BAY ISLAND	0	0	0	0	0	0	0	0
	HARBOR ISLAND	1	0	0	0	0	0	0	0
<b>CC FRAUD</b>									
	TREASURE ISLAND	0	0	0	0	0	0	0	0
	N BAY ISLAND	0	0	0	0	0	0	0	0
	HARBOR ISLAND	0	0	1	0	0	0	0	0
<b>ID THEFT</b>									
	TREASURE ISLAND	0	0	0	0	0	1	0	0
	N BAY ISLAND	0	0	0	0	0	0	0	0
	HARBOR ISLAND	0	0	0	0	0	0	0	0

## NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

INTERNET FRAUD	OCTOBER 2016	SEPTEMBER 2016	OCTOBER 2015
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
GRAND THEFT			
TREASURE ISLAND	2	3	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	2	0
MOTOR VEHICLE THEFT			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	1	2
STOLEN VEHICLE THEFT & RECOVERY			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
TOTAL FELONIES	7	13	7
TOTAL FELONIES YEAR TO DATE	103		134
MISDEMEANORS			
SIMPLE BATTERY			
TREASURE ISLAND	3	1	3
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
DOMESTIC BATTERY			
TREASURE ISLAND	1	2	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	1

## NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	OCTOBER 2016	SEPTEMBER 2016	OCTOBER 2015
<b>ASSAULT</b>			
TREASURE ISLAND	1	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>VERBAL THREATS</b>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	0
<b>THEFT GENERAL</b>			
TREASURE ISLAND	1	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	1
<b>STOLEN DECAL</b>			
TREASURE ISLAND	1	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>STOLEN TAG</b>			
TREASURE ISLAND	1	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<b>DUI</b>			
TREASURE ISLAND	2	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>TOTAL MISDEMEANORS</b>	<b>13</b>	<b>8</b>	<b>9</b>
<b>TOTAL MISDEMEANORS YEAR TO DATE</b>	<b>97</b>		<b>67</b>

## NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	OCTOBER 2016	SEPTEMBER 2016	OCTOBER 2015
<b>ARRESTS</b>			
<b>ARREST TYPES</b>			
FELONY	6	1	3
MISDEMEANOR	9	4	4
BENCH WARRANT	3	3	2
CRIMINAL CITATIONS	33	21	47
<b>TOTAL ARRESTS</b>	<b>51</b>	<b>29</b>	<b>56</b>
<b>TOTAL ARRESTS YEAR TO DATE</b>	<b>322</b>		<b>170</b>
<b>INVESTIGATIONS</b>			
CARRY OVER PRIOR	24	29	26
NEW INVESTIGATIONS	8	16	18
CASES CLEARED	6	7	9
CLEARANCE RATE	18.75%	15.60%	20.00%
BACKGROUND INVEST.	3	3	2
<b>CASES CLEARED YEAR TO DATE</b>	<b>75</b>		<b>66</b>
<b>CLEARANCE RATE YEAR TO DATE</b>	<b>13.33%</b>		<b>15.15%</b>
TRAFFIC	344	322	147
PARKING	108	123	118
CRIMINAL CITATIONS	33	21	47
<b>TOTAL CITATIONS WRITTEN</b>	<b>485</b>	<b>466</b>	<b>312</b>
<b>TOTAL CITATIONS WRITTEN YEAR TO DATE</b>	<b>5,441</b>		<b>2,588</b>
<b>CAUSEWAY CITATIONS</b>	<b>328</b>	<b>286</b>	<b>187</b>
<b>TOTAL CAUSEWAY CITATIONS YEAR TO DATE</b>	<b>2,542</b>		<b>1062</b>

**NORTH BAY VILLAGE POLICE DEPARTMENT  
CODE UNIT  
MONTHLY TOTALS FOR OCTOBER 2016**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED			1	1
LANDSCAPING NOT MAINTAINED	2	1	2	5
SIGN IN DISREPAIR/ILLEGAL SIGN	5	3	5	13
DUMPING/LITTER		1	3	4
TRASH/RUBBISH/DEBRIS	1		3	4
BUILDING MAINTENANCE VIOLATION		1	4	5
ILLEGAL BUSINESS		3	1	4
PERMIT VIOLATIONS/ILLEGAL WORK	4	3	6	13
ROAD DEBRIS REMOVED	2			2
CONSTRUCTION SITE VIOLATION			1	1
ILLEGAL FISHING	1	8		9
NOISE	1			1
HEALTH HAZARD	2			2
ZONING/PERMIT/BTR/PLAN REVIEW	5		2	7
LIEN SEARCH		18	28	46
STOP WORK ORDER ISSUED/POSTING	16	15	21	52
S.T.V.R. VIOLATIONS	2		5	7
ANIMAL CONTROL	1		1	2
OTHER		1		1
<b>TOTAL</b>	<b>42</b>	<b>54</b>	<b>83</b>	<b>179</b>
Phone Calls	15	23	37	75
Meetings	12	19	31	62
Initial Inspections	46	40	67	153
Re-inspections	14	39	46	99
Complaints Received	1	4	9	14
Case Closed	5	3	4	12
Verbal Warnings Issued	4	14	7	25
Written Warnings Issued	3	1	15	19
Citation Issued/Fines Charged	1	2	4	7

**NORTH BAY VILLAGE POLICE DEPARTMENT  
CODE UNIT  
MONTHLY TOTALS FOR NOVEMBER 2016**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED			2	2
LANDSCAPING NOT MAINTAINED	1			1
SIGN IN DISREPAIR/ILLEGAL SIGN	95	24	8	127
DUMPING/LITTER	1		1	2
TRASH/RUBBISH/DEBRIS	2			2
BUILDING MAINTENANCE VIOLATION			2	2
ILLEGAL BUSINESS		1	1	2
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY		4	1	5
PERMIT VIOLATIONS/ILLEGAL WORK	1	5	5	11
COMMERCIAL VEHICLE VIOLATION			1	1
ILLEGAL PARKING		1	4	5
CONSTRUCTION SITE VIOLATION	1		1	2
ILLEGAL FISHING	4	12		16
HEALTH HAZARD			2	2
ZONING/PERMIT/BTR/PLAN REVIEW	2	1	3	6
LIEN SEARCH	4	7	18	29
STOP WORK ORDER ISSUED/POSTING			5	5
S.T.V.R. VIOLATIONS	1		1	2
OTHER			1	1
<b>TOTAL</b>	<b>112</b>	<b>55</b>	<b>56</b>	<b>223</b>
Phone Calls	10	24	32	66
Meetings	7	5	15	27
Initial Inspections	56	44	57	157
Re-inspections	29	58	76	163
Complaints Received	3	8	4	15
Case Closed	7	17	5	29
Verbal Warnings Issued	7	11	8	26
Written Warnings Issued	1	1	8	10
Citation Issued/Fines Charged		7	7	14