**North Bay Village**

Administrative Offices

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

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

# OFFICIAL AGENDA

## REGULAR VILLAGE COMMISSION MEETING

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

## TUESDAY, MARCH 11, 2014

## 7:30 P.M.

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

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

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1. **CALL TO ORDER**

   **PLEDGE OF ALLEGIANCE**

   **ROLL CALL**

2. A. **PROCLAMATIONS AND AWARDS**

   1. EMPLOYEES' RECOGNITION

   B. **SPECIAL PRESENTATIONS**

   C. **ADDITIONS AND DELETIONS**

3. **GOOD & WELFARE**

4. **BOARD REPORTS**

A. **CITIZENS BUDGET & OVERSIGHT BOARD**

**None**

B. **COMMUNITY ENHANCEMENT BOARD**

**None**

C. **PLANNING & ZONING BOARD**

5. **PUBLIC SAFETY DISCUSSION**

6. **COMMISSIONERS' REPORTS**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

9. **FINANCE REPORT**

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RAUL RODRIGUEZ AS THE CHIEF BUILDING OFFICIAL PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) - (DEFERRED FROM FEBRUARY 11, 2014)***

The proposed Resolution calls for the appointment of Mr. Rodriguez as the permanent Chief Building Official of the Village.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RODNEY CARRERO-SANTANA AS THE PUBLIC WORKS DIRECTOR PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)-(DEFERRED FROM FEBRUARY 11, 2014)***

The proposed Resolution will confirm the appointment of Mr. Carrero-Santana as the permanent Public Works Director with the Village.

**C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AUTHORIZING VILLAGE OFFICIALS TO RECORD THE EASEMENT AND TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – (DEFERRED FROM FEBRUARY 11, 2014)***

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

**D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ELECTED OFFICIALS TO PURCHASE HEALTH INSURANCE THROUGH THE VILLAGE HEALTH INSURANCE PROGRAM; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) –DEFERRED FROM FEBRUARY 11, 2014)***

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

**E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND CAUSEWAY TOWER, LLC. FOR LEASING ADDITIONAL OFFICE SPACE AT 1666 KENNEDY CAUSEWAY, SUITE 100, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND OTHER RELATED PURCHASE ORDERS; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will allow for additional office space at Causeway Tower Building to relocate the Building Department, the customer service area, the U.S. Post Office functions, and the Village Commission Chambers.

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

The proposed Resolutions will allow for the sharing of law enforcement resources and the rendering of assistance between the referenced municipalities.

**1.) Commission Action**

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

The proposed Resolution will authorize the Village Manager to appropriate and expend $6,600 in the 2015 Budget for its proportionate share for funding the cost of the School Nurse Program at Treasure Island Elementary School.

**1.) Commission Action**

H. **A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR THE VILLAGE ADMINISTRATIVE OFFICES PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON***

The proposed Resolution will authorize the lease of a new, more efficient copier machine for the Village Administrative Offices with color and fax capabilities.

**1.) Commission Action**

## 11. PLANNING & ZONING CONSENT AGENDA

**No Items.**

## 12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

**A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 4, 2014 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)* – FIRST READING**

The proposed Ordinance will change the General Election qualifying dates at the request of the Miami-Dade Elections Department to assist them in meeting statutory requirements to mail the overseas absentee ballots 45 days prior to the election.

**1.) Commission Action**

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

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

**1.) Commission Action**

C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE HIRING OF PART-TIME EMPLOYEE FOR THE BUILDING DEPARTMENT; AUTHORIZING THE TRANSFER OF FUNDS TO THE PERSONNEL EXPENSE ACCOUNT; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will authorize the Village Manager to hire a part-time employee for the Building Department to assist with the increased building activities.

1.) **Commission Action**

D. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ACCEPT, APPROPRIATE, AND EXPEND DONATIONS FOR THE NORTH BAY VILLAGE SCHOLARSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

The proposed Resolution will give the Village Manager the authority to determine how to apply additional donations received for the North Bay Village Scholarship Program, such as increasing the amount of the awards or increasing the number of recipients, as well as appropriate the monies in the budget.

1.) **Commission Action**

## 13. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:

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

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

**1.) Commission Action**

**B. AN APPLICATION BY 1755 NBV, LLC IN CONNECTION WITH THE DEVELOPMENT OF A 132-UNIT, 24 STORY CONDOMINIUM HOTEL AT 1755 KENNEDY CAUSEWAY FOR THE FOLLOWING:**

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

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

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

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

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

6. **SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132-UNIT 24-STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE.**

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

   **1.) Commission Action**

C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ISLE OF DREAMS, LLC, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.030(C)(3) AND 152.098 OF THE NORTH BAY VVILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

   **1.) Commission Action**

   **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ISLE OF DREAMS, LLC, FOR SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OFA 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

   **1.) Commission Action**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ISLE OF DREAMS, LLC, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.032(A)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE BAYVIEW OVERLAY DISTRICT, PURSUANT TO SECTION 152.032(A)(3) AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**1.) Commission Action**

## 14. UNFINISHED BUSINESS

## 15. NEW BUSINESS

## 16. APPROVAL OF MINUTES

**A. Special Commission Meeting – January 15, 2014**
**B. Regular Commission Meeting – December 10, 2013**
**C. Regular Commission Meeting – October 8, 2013**
**D. Regular Commission Meeting – February 11, 2014**

**1.) Commission Action**

## 17. ADJOURNMENT

**NORTH BAY VILLAGE**
**MEETING NOTICE**

| | | |
|---|---|---|
| **TUESDAY, MARCH 18, 2014** | **7:30 P.M.** | **REGULAR PLANNING & ZONING BOARD MEETING**<br>**TREASURE ISLAND ELEMENTARY SCHOOL**<br>**7540 EAST TREASURE DRIVE** |
| **THURSDAY, MARCH 20, 2014** | **6:00 P.M.** | **COMMUNITY ENHANCEENT BOARD MEETING**<br>**VILLAGE ADMINISTRATIVE OFFICES**<br>**1666 KENNEDY CAUSEWAY, 3RD FLOOR** |
| **THURSDAY, MARCH 27, 2014** | **6:00 P.M.** | **CITIZENS BUDGET & OVERSIGHT BOARD MEETING**<br>**VILLAGE ADMINISTRATIVE OFFICES**<br>**1666 KENNEDY CAUSEWAY, 3RD FLOOR** |

**Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk at (305) 756-7171 for information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. TTY users may also call 711 (Florida Relay Service).**

NORTH BAY VILLAGE
MONTHLY REPORTS 2013-14
ADMINISTRATION

| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL TRANSACTIONS (CKS/CREDIT CARDS) | 710 | 548 | 691 | 660 | 651 | | | | | | | | **3260** |
| VISITORS | 101 | 59 | 81 | 154 | 123 | | | | | | | | **518** |
| PASSPORT ISSUED | 22 | 18 | 14 | 41 | 30 | | | | | | | | **125** |
| NOTARY SERVICES | 14 | 14 | 14 | 11 | 8 | | | | | | | | **61** |
| TAX RECEIPTS (OCCUP LICENSES) | $6,736.88 | $768.05 | $2,584.00 | $1,626.31 | $5,172.80 | | | | | | | | **$16,888.04** |
| LIEN SEARCH/REQUESTS FOR INFORMATION: | 67 | 44 | 72 | 39 | 51 | | | | | | | | **273** |
| | | | | | | | | | | | | | |
| POST OFFICE | * | * | 490 | 363 | 433 | | | | | | | | **1286** |
| | | | | | | | | | | | | | **0** |
| ATS (AMERICAN TRAFFIC SOLUTIONS PRIOR TO 7/1/10) HEARINGS IN NBV | 14 | 7 | 2 | 1 | N/A | | | | | | | | **24** |
| **LAF (NBV-AFTER 7/1/10) HEARINGS IN MDC** | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | **0** |

*** INFO NOT AVAILABLE**

NORTH BAY VILLAGE

MONTHLY REPORTS 2013-14

BUILDING DEPT

| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PERMITS/UPFRONT FEES | $23,393.86 | $373,980.21 | -$454.75 | $26,140.75 | $15,550.25 | | | | | | | | $438,610.32 |
| VISITORS | 198 | 124 | 145 | 161 | 115 | | | | | | | | 743 |
| PERMIT APPLICATIONS/ REVISIONS | 76 | 41 | 45 | 51 | 52 | | | | | | | | 265 |
| HOLD HARMLESS/ EXTENSIONS/ CERT OF COMPLETION/OCCUPANCY/ CHANGE OF CONTRACTORS/ REINSPECTIONS/NOTARY/ *CONTRACTORS REGIS | $0.00 | $360.00 | $550.00 | $425.00 | $280.00 | | | | | | | | $1,615.00 |
| | | | | | | | | | | | | | 0 |
| BLDG INSPECTIONS/REVIEW | 142 | 69 | 89 | 105 | 88 | | | | | | | | 493 |
| ELEC INSPECTIONS | 19 | 25 | 31 | 31 | 28 | | | | | | | | 134 |
| MECH INSPECTIONS | 19 | 13 | 1 | 12 | 11 | | | | | | | | 56 |
| PLUMBG INSPECTIONS | 34 | 32 | 21 | 23 | 30 | | | | | | | | 140 |
| STRUCTURAL REVIEWS | 25 | 22 | 12 | 19 | 10 | | | | | | | | 88 |

**Note: Nov Permit Fees had a refund check issued for $21,000 which will be deducted in Dec Permit Fees as follows: Dec Permit Fees collected $20,745.25 - $21,200 (refund)= (-$454.75)**
**Jan Permit Fees collected $26,595.50-$454.75 (Dec)= $26,140.75**

*** INFO NOT AVAILABLE**

# NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2014

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| TREASURE ISLAND | 2 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 1 | 0 | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| TREASURE ISLAND | 2 | 1 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 2 | 1 | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |

# NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2014

| ROBBERY STRONGARM | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| SEXUAL BATTERY | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| AGG BATTERY/ASSAULT | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 1 | | | | | | | | | | |
| FRAUD GENERAL | | | | | | | | | | | | |
| TREASURE ISLAND | 1 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 1 | 0 | | | | | | | | | | |
| CC FRAUD | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| ID THEFT | | | | | | | | | | | | |
| TREASURE ISLAND | 1 | 1 | | | | | | | | | | |
| N BAY ISLAND | 1 | 1 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 2 | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

# NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2014

| INTERNET FRAUD | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TREASURE ISLAND | 0 | 1 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| GRAND THEFT | | | | | | | | | | | | |
| TREASURE ISLAND | 3 | 2 | | | | | | | | | | |
| N BAY ISLAND | 0 | 1 | | | | | | | | | | |
| HARBOR ISLAND | 1 | 1 | | | | | | | | | | |
| MOTOR VEHICLE THEFT | | | | | | | | | | | | |
| TREASURE ISLAND | 2 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 2 | 0 | | | | | | | | | | |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| | | | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| SIMPLE BATTERY | | | | | | | | | | | | |
| TREASURE ISLAND | 1 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 1 | 2 | | | | | | | | | | |
| DOMESTIC BATTERY | | | | | | | | | | | | |
| TREASURE ISLAND | 2 | 1 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 2 | 0 | | | | | | | | | | |
| ASSAULT | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |

# NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2014

| VERBAL THREATS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| THEFT GENERAL | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 2 | | | | | | | | | | |
| N BAY ISLAND | 0 | 1 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| STOLEN DECAL | | | | | | | | | | | | |
| TREASURE ISLAND | 1 | 1 | | | | | | | | | | |
| N BAY ISLAND | 0 | 1 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| STOLEN TAG | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 0 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 0 | 0 | | | | | | | | | | |
| DUI | | | | | | | | | | | | |
| TREASURE ISLAND | 0 | 1 | | | | | | | | | | |
| N BAY ISLAND | 0 | 0 | | | | | | | | | | |
| HARBOR ISLAND | 1 | 0 | | | | | | | | | | |
| TOTAL [illegible] | [illegible] | [illegible] | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
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# NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2014

| [redacted] | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [redacted] | | | | | | | | | | | | |
| FELONY | 3 | 1 | | | | | | | | | | |
| MISDEMEANOR | 4 | 9 | | | | | | | | | | |
| BENCH WARRANT | 3 | 1 | | | | | | | | | | |
| CRIMINAL CITATIONS | 3 | 4 | | | | | | | | | | |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| | | | | | | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| CARRY OVER PRIOR | 24 | 32 | | | | | | | | | | |
| NEW INVESTIGATIONS | 19 | 16 | | | | | | | | | | |
| CASES CLEARED | 7 | 13 | | | | | | | | | | |
| CLEARANCE RATE | 16.2% | 33.00% | | | | | | | | | | |
| BACKGROUND INVEST. | 3 | 2 | | | | | | | | | | |

**VILLAGE MANAGER'S REPORT**

To

The Mayor and Members of the Village Commission

March 11, 2014

1. **FARMER'S MARKET:** NBV is co-sponsoring the Farmer's Market to take place on the lot adjacent to the Shucker's/Best Western Motel. This will enable the Village to place those vendors without adequate liability insurance to come under the umbrella of the Village's liability coverage with the Florida League of Cities.
2. **MANAGER'S HARBOR ISLAND PARKING MEETING:** Meeting took place on February 26th with approximately 50 residents in attendance. Many issues raised and discussed. Several constructive suggestions were presented that the Administration will pursue and bring this item back to the April 8th Commission meeting.
3. **SPEED TABLES FOR HARBOR ISLAND:** Discussion took place with HI residents at the same meeting dealing with the HI Parking Program. Concerns were raised on losing street parking slots which are much needed. The value of the speed tables vs. loss of parking spots have to be weighed. Manager needs direction from the Commission on how to move forward.
4. **2nd MONTHLY COMMISSION MEETING:** Discussion with the Commission to determine if the desire is there for a second meeting for strictly P&Z items and/or consider starting meetings earlier when P&Z items are on the agenda?

**RESOLUTION NO. _____**

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

**WHEREAS**, pursuant to Article IV, Section 4.01 of the Village Charter, the Village Manager is charged with appointing Village employees; and

**WHEREAS**, Section 4.01 of the Village Charter requires the Village Manager to submit appointment of new department heads to the Commission for confirmation; and

**WHEREAS**, the Village Manager desires to appoint Raul Rodriguez as the permanent Chief Building Official for North Bay Village effective March 12, 2014.

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

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

**Section 2. Appointment.** The Village Commission hereby confirms the appointment of Raul Rodriguez as the permanent Chief Building Official for North Bay Village effective March 12, 2014.

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

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



10A(1)

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 11th day of March 2014.

_____
MAYOR CONNIE LEON-KREPS

**ATTEST:**

_____
YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Chief Building Official Raul Rodriguez.



10A(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RAUL RODRIGUEZ AS THE CHIEF BUILDING OFFICIAL PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

10A(3)

**RESOLUTION NO. _____**

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

**WHEREAS**, pursuant to Article IV, Section 4.01 of the Village Charter, the Village Manager is charged with appointing Village employees; and

**WHEREAS**, Section 4.01 of the Village Charter requires the Village Manager to submit appointment of new department heads to the Commission for confirmation; and

**WHEREAS**, the Village Manager desires to appoint Rodney Carrero-Santana as the permanent Public Works Director effective March 12, 2014.

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

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

**Section 2. Appointment.** The Village Commission hereby confirms the appointment of Rodney Carrero-Santana as the permanent Public Works Director effective March 12, 2014.

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

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



10B(1)

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 11th day of March 2014.

_____
MAYOR CONNIE LEON-KREPS

**ATTEST:**

_____
YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Public Works Director-Rodney Correro-Santana.



10B(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF RODNEY CARRERO-SANTANA AS THE PUBLIC WORKS DIRECTOR PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

10B(3)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# RECOMMENDATION MEMORANDUM

**DATE:** **January 28, 2014**

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

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

**PRESENTED BY STAFF: Rodney Carreo-Santana**
**Public Works Director**

**SUBJECT: Approval of a Resolution accepting a Grant of Easement from the School Board of Miami-Dade County to the Village for the Village's wastewater Force Main through Treasure Island Elementary School**

---

## RECOMMENDATION:

It is recommended that the Village Commission approve the Grant of Easement from the School Board to the Village for the Village's wastewater Force Main through Treasure Island Elementary School.

## BACKGROUND:

In 2010 the Village constructed wastewater utility improvements that included the relocation of the Village's existing wastewater utility collection system from Eastbound to Westbound. As part of the utility improvements, the Village installed a new 16-inch sewer Force Main. As part of the design of the Force Main, the Village's engineers determined that locating the line through the Treasure Island Elementary School property would provide a cost savings by reducing the length of pipe and minimizing impact on

10C(1)

the community. In order to install the line through the school property, an easement from the School Board was required.

On May 12, 2010, the School Board of Miami-Dade County (the "School Board") authorized the Superintendent to finalize and execute a Temporary Construction Easement and a subsequent Permanent Grant of Easement for the Force Main. (A copy of the agenda materials from the School Board meeting is attached for reference.) The Temporary Construction Easement authorized the Village to install the utility line. The work has been completed and approval and execution of the permanent Grant of Easement is required to maintain the utility line.

As described on the Survey dated April 9, 2010, revised on November 18, 2010, prepared by Avirom & Associates, Inc., the easement is approximately 10 feet wide by 687 feet long (approximately 6,878 square feet) and is located along the western boundary of the school connecting at North Treasure Drive to the north and connecting at Jewel Avenue to the south. Staff has confirmed that the as-built drawings for the utility line match the survey.

The Grant of Easement authorizes the Village to install and maintain the facilities, and remains in place unless or until the Village discontinues the use of the Force Main. The School Board is allowed to construct, use and maintain paved walkways, driveways and landscaping in the easement area. The Village is required to replace any of the School Board's landscaping-paving should the Village's maintenance activities require entry into the area. All repairs are to be coordinated between the Village and School staff. The Village is further required to indemnify the School Board for its activities.

**BUDGETARY IMPACT (FINANCE DEPT):**

The utility construction has been completed and no further construction is required in the easement area at this time. Recording of the executed agreement would be at a minimal expense.

**PERSONNEL IMPACT:**

None.

**ATTACHMENTS:**

Agenda Memo and backup from May12, 1010, School Board Meeting.
Draft Resolution approving the Grant of Easement.
Grant of Easement between the School Board and the Village.
Survey of Easement.

10C(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** January 29, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

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

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

FKR:yph

10C(3)

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

RESOLUTION NO. _____

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

**WHEREAS**, in 2010 as part of North Bay Village's ("the Village") relocation of its wastewater utility from an Eastbound collection system to a Westbound collection system, the Village replaced its existing sewer force main piping with a new 16-inch sewer Force Main; and

**WHEREAS**, as part of the wastewater project, the Village relocated the collection system requiring the installation of the Force Main through Treasure Island Elementary School; and

**WHEREAS**, on May 12, 2010, the School Board of Miami-Dade County (the "School Board") approved an item authorizing the Superintendent to finalize negotiations and execute a Temporary Construction Easement with the Village to allow access to a portion of the Treasure Island Elementary School playfield to install the Force Main and to further execute a permanent Grant of Easement with the Village for the installation of the Force Main; and

**WHEREAS**, the Village has completed construction of the Force Main as authorized by the Temporary Construction Easement; and

10C(4)

**WHEREAS**, acceptance and approval of the permanent Grant of Easement from the School Board is necessary at this time in order for the Village to have the legal right to maintain the installed wastewater facilities.

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

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

**Section 2. Acceptance and Approval of the Grant of Easement.** Acceptance of the Grant of Easement between the School Board and the Village, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

**Section 3. Authorization of Officials.** The Mayor is authorized to execute the Grant of Easement. The Village Manager, Village Clerk and Village Attorney are authorized to finalize the Grant of Easement, to record the executed Grant of Easement, and to take all actions necessary to implement the terms and conditions of the Grant of Easement.

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

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

10C(5)

**FINAL VOTE AT ADOPTION**

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

DULY PASSED AND ADOPTED this_____ day of _____2014.

_____
Connie Leon-Kreps
Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Eastment-16" Sewer Line Easement Through Treasure Island Elementary School.

10C(6)

Sec., ___, Twp ____, Page_____
Parcel ID#

## TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT**, made the _____ day of _____, 2010, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, is given by **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA,** a body corporate and politic, herein called the **"GRANTOR"**, to and in favor of the **CITY OF NORTH BAY VILLAGE,** a political subdivision of the State of Florida, herein called the **"Grantee"**, its licensees, agents, successors, and assigns, and the Grantor hereby grants to the Grantee, its agents, contractors and employees, a temporary privilege, right and easement to enter upon and have access to the real property owned by Grantor graphically depicted on **Exhibit "A",** attached hereto, and more particularly described as follows, to-wit:

**Temporary Easement Legal Description**

See Legal Description Attached hereto as Exhibit "A"

herein called the **"Property"**, pursuant and subject to the following:

1. **Purpose.** This Temporary Construction Easement is for the express and limited purposes of use, access, ingress and egress to the Grantee, and its agent or contractors, for the construction, reconstruction, installation, removal and inspection of sewage transmission facilities being constructed by Grantee on the Property, at Grantee's sole cost and expense, and temporary storage of equipment and materials in connection therewith, and the Grantor further grants unto the Grantee, to the fullest extent the Grantor has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along



10C(7)

under and across the roads, streets or highways adjoining or through said Property.

2. **Term of Agreement.** This Temporary Construction Easement will terminate ninety (90) days following completion of construction of the sewage transmission facilities or one (1) year from the execution of this agreement by the Grantor and Grantee, whichever shall first occur, unless this agreement is terminated by Grantor in accordance with paragraph 3 below. Upon completion of the improvements set forth herein, a permanent Grant of Easement, approved by Grantor's attorney as to form and legal sufficiency, shall be executed by Grantor and Grantee.

3. **Grantor's Right to Terminate.** In the event that the Grantee fails to comply, in the Grantor's sole determination, with any of the provisions of this Temporary Construction Easement after being so notified in writing of said non-compliance, Grantor, through its designee, shall have the right to terminate this easement with thirty (30) days written notice.

4. **Removal of Debris, Surplus Materials and Construction Equipment.** Upon completion of the construction herein contemplated or the termination hereof as hereinabove provided, the Grantee shall cause to be removed from the Property, all debris, surplus material and construction equipment and leave the premises in a safe and presentable condition, in compliance with all applicable building, safety and health codes, and in the same or better condition as existed before construction.

5. **Restoration of Property.** In the event that fences, driveways, parking lots or permanent buildings of the Grantor are removed or damaged by the Grantee or Grantee's agents during the construction, Grantee will cause the improvements on the Property herein described to be repaired and restored to the same or better condition than existed before construction operations were commenced. Grantee stipulates that prior to impacting any improvements on the Property other than fences, Grantee, or its agents, shall first secure written permission from Grantor, or its designee, and coordinate the work in compliance with Grantor's requirements.

6. **Best efforts to complete work.** Once the above referenced project is commenced, the Grantee shall use its best efforts to expedite completion of the work.

7. **Safety Buffer Zone.** Grantee shall create a safety buffer zone by installing and maintaining, during the term of this Temporary Construction Easement, a fence separating the easement area from the balance of Grantor's property. Grantee shall remove said fence at the completion of work, and shall restore the Property to the condition same or better than existed before construction operations were commenced.

8. **Interference; Grantor's Quiet Enjoyment.** The grant of this Temporary Construction Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Property to the extent that such use does not interfere with the rights granted herein.

9. **Indemnification by Grantee.** To the limits of Section 768.28, F.S., the Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including attorney's fees and costs at both the trial and appellate levels) for death, personal injury, and property damage arising



10C(8)

from the exercise of Grantee's rights under this Temporary Construction Easement. Additionally, .the Grantee shall cause any contractor performing work on the Property on behalf of Grantee to name the Grantor as an additional insured with respect to any and all insurance policies provided by the contractor to Grantee in connection with any construction contract for the work to be performed.

10. **Indemnification by Contractor**. Any contractor performing any work on the Property on behalf of Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including attorney's fees and costs at both the trial and appellate levels) for death, personal injury, and property damage arising from the exercise of Grantee's rights under this Temporary Construction Easement. Additionally, the Grantee shall cause any contractor performing work on the Property on behalf of Grantee to name the Grantor as an additional insured with respect to any insurance policies provided by the contractor to Grantee in connection with any construction contract for the work to be performed.

11. **Commencement of Work.**

a) Scheduling of Work. Prior to commencement of the work, and subject to any other requirements or conditions of this Temporary Construction Easement, the Grantee shall provide Grantor with a proposed schedule for such work at the Property, to be approved by Grantor's designee, such approval not to be unreasonably withheld. Any damage to property by Grantee, its contractors, employees or agents, shall be expeditiously repaired by the Grantee, at Grantee's sole cost and expense. Such repairs shall be completed within a reasonable time, not to exceed sixty (60) days. Should the Grantee not commence repair work within a reasonable time then the Grantor, at its sole option, may commence said repair work by giving the Grantee prior notice of its intent to exercise this option; in the event that the Grantor begins and completes the requisite repair work, the Grantee shall reimburse the Grantor for the full cost of such repairs within thirty (30) days of receipt of invoice for same.

b) Safety Criteria; Restoration of Property. Work at the Property shall conform at all times to the safety criteria established and approved by the Grantor or its designee. Such work shall be done in compliance with all applicable rules, statutes, codes and regulations, including, without limitation, Florida and Federal laws, School Board Rules, the State Requirements for Educational Facilities, the Florida Building Code, as the same may be amended from time to time. If the Grantor or its designee requests that the Grantee discontinue any of its work, the right of entry to the Property shall immediately cease, the Grantee shall immediately discontinue its activities on the Property and shall proceed only after the Grantor or its designee has authorized the Grantee to continue. At the conclusion of the work, all areas where work was conducted on the Property shall be restored to a safe and secure condition, as determined solely by Grantor or its designee, and at the sole cost and expense of the Grantee.



10C(9)

c) Pre-Condition to Commencement of Work. The following shall be pre-conditions to commencement of the work contemplated in this Agreement: (1) Grantee, its contractors, sub-contractors and its agents may only work on the Property in areas pre-approved by Grantor or its designee; (2) all insurance certificates required under this Agreement have been received and approved by the Grantor, as hereinafter described; (3) the Grantee's proposed schedule for the work has been coordinated with and approved by the Grantor's designee, including identifying the specific portions of the Property upon which such work

will be staged and conducted; (4) this Agreement has been duly authorized and executed by the Grantee; (5) required permits from all jurisdictional agencies, if any, shall have been obtained by Grantee at Grantee's full cost and expense.

**12. Proof of Insurance.**

A) The Grantee shall require the contractors and sub-contractors to provide Grantor with evidence of the following insurance coverage prior to commencement of on-site activities:

1) Commercial General Liability Insurance:

Except as otherwise provided, the Commercial General Liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

(a) The contractor's insurance shall cover the contractor for those sources of Liability (Including but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 0l), as filed for use in the State of Florida by the insurance Services Office.

(b) The contractor shall include the School Board and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of insurance shall be clearly marked to reflect "The School Board of Miami-Dade County, Florida, its members, officers, employees and agents as additional insured."

2) Workers' Compensation/Employers' Liability Insurance:

The Workers' Compensation/Employers' Liability insurance provided by the contractor shall conform to the following requirements:

(a) The contractor's insurance shall cover the contractor (and to the extent its subcontractors and sub-subcontractors are not otherwise insured), for those sources of



10C(10)

liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

(b) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

13. **Coordination of Work**. The Grantee shall coordinate its work on the Property with the Grantor or its designee in such a manner as to minimize interference with ingress, egress and access to the school site and shall cause any contractor performing any work on the Property on behalf of the Grantee to be responsible for safety precautions and programs ensuring safety of all persons and property affected by the work, particularly students and staff members of the Grantor located on the Property or the adjacent school site.

14. **Notice and General Condition**.

All notices which may be given pursuant to this Temporary Construction Easement, except notices for meetings provided for elsewhere in this instrument, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

Grantee:

Robert Pushkin, City Manager

1666 Kennedy Causeway, Suite 700

North Bay Village, FL 33141

Copy to:

Yvonne Hamilton, City Clerk

1666 Kennedy Causeway, Suite 700

North Bay Village, FL 33141



10C(11)

Copy to:

Samuel Zamacona, Jr., E.I, PWD

1666 Kennedy Causeway, Suite 700

North Bay Village, FL 33141

Grantor:

Superintendent of Schools

The School Board of Miami-Dade County, Florida

1450 N.E. 2nd Avenue, Room 912

Miami, Florida 33132

Copy to:

School Board Attorney

1450 NE 2nd Avenue, Room 430

Miami, Florida 33132

Phone: (305) 995-1304

Fax: (305) 995-1412

15. **Counterparts Clause.**

This instrument may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

16. **Enforcement of Agreement; Attorney's Fees and Venue**.

In the event that either Party is required to enforce this Temporary Construction Easement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including attorneys' fees and costs, of trial, or appellate proceedings. Venue shall be in Miami-Dade County, Florida.

17. **Severability**.

If any item or provision of this Temporary Construction Easement is held invalid or unenforceable, the remainder of the instrument shall not be affected and every other term and provision of this instrument shall be deemed valid and enforceable to the extent permitted by law.



10G(12)

18. **Inspector General.**

The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all School Board agreements. Consequently, the Grantee hereby acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections and reviews, including, but not limited to the authority of the SBOIG to access the Grantee's, its legal representatives' and contractors' records and their obligation to make those records available upon request. The Grantee shall incorporate this clause into every agreement relating to this Temporary Construction Easement.

19. **Sovereign Immunity.**

None of the provisions contained in this instrument shall be construed as a waiver of sovereign immunity by either the Grantor or Grantee.

**Temporary Construction Easement**

**IN WITNESS WHEREOF,** The School Board of Miami-Dade County, Florida, and the City of North Bay Village have caused this Temporary Construction Easement to be entered into and to be effective on the date hereinabove written.

Signed, sealed and delivered in the presence of:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

**GRANTOR**
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

By: _____
Solomon C. Stinson, Chair
Date: _____

Attest: _____
Alberto M. Carvalho, Secretary
Date: 8/31/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board Attorney
Date: 8/31/2010



10C(13)

**Temporary Construction Easement**

Signed, sealed and delivered in the presence of:

Sign Name: _____

Print Name: G. A. KAWR

Sign Name: _____

Print Name: Robert Pushkin

**GRANTEE**
**CITY OF NORTH BAY VILLAGE**

By: _____
City Mayor

Date: 8-24-10

Attest: _____
City Clerk

Date: 8/24/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
City Attorney

Date: 8/20/2010



10C(14)

## ACKNOWLEDGMENT

**STATE OF FLORIDA**
**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 24th day of August, 2010, by _____, and Oscar Alfonso as Mayor and City Clerk, respectively, of the **City of North Bay Village**, a political subdivision of the State of Florida, [X] who are personally known to me or [ ] who has/have produced _____ as identification and did/did not take an oath.

Dionisia Drewry Fecht
Notary Public

_____
Serial Number

DIONISIA DREWRY-FECHT
print name

DIONISIA DREWRY FECHT
Notary Public - State of Florida
My Commission Expires Jul 1, 2011
Commission # DD 689268
Bonded Through National Notary Assn.



10C(15)

## ACKNOWLEDGMENT

**STATE OF FLORIDA**
**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 31 day of August, 2010, by DR. SOLOMON C. STINSON and ALBERTO M. CARVALHO, as Chair and Secretary, respectively, of **The School Board of Miami-Dade County, Florida,** a body corporate and politic, [x] who are personally known to me or [ ] who have produced _____ as identification and who did/did not take an oath.

Sandra Johnakin
Notary Public

Sandra Johnakin
Print name

Serial Number

SANDRA JOHNAKIN
Notary Public, State of Florida
My Comm. expires July 5, 2013
No. DD889447
Bonded thru Arthur J. Gallagher & Co.



10C(16)

EXHIBIT "A"

TO

TEMPORARY CONSTRUCTION EASEMENT



10C(17)

SKETCH & DESCRIPTION FOR:

**Exhibit "A"**

# *10' EASEMENT*

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

## LAND DESCRIPTION:

A portion of Tract B, FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 53, Page 65, of the Public Records of Miami-Dade County, Florida, described as follows:

A 10 foot strip of land for an Easement being 5 feet of each side of the following described centerline:

COMMENCE at the northwest corner of said Tract B, thence S01°37'08"E, along the west line of said Tract B, 43.76 feet to the POINT OF BEGINNING of said centerline; thence S46°10'59"E, 19.30 feet; thence S01°18'36"E, 202.65 feet; thence S03°09'46"E, 169.17 feet; thence S50°58'30"W, 14.21 feet; thence S01°18'36"E, 124.95 feet; thence S46°18'36"E, 26.81 feet; thence N88°41'24"E, 98.24 feet; thence S46°37'12"E, 14.21 feet; thence S01°37'02"E, 18.23 feet to the POINT OF TERMINATION of said centerline, said point being on the north line of the plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 57, Page 6, of the Public Records of Miami-Dade County, Florida.

Side lines of said 10 foot Easement are to be prolonged or shortened to coincide with west line of said Tract B and the north line of said plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND to form a continuous strip of land.

Said lands situate and being in North Bay Village, Miami-Dade County, Florida and containing 6,878 square feet, 0.16 acres, more or less.

## SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, FIRST ADDITION TO TREASURE ISLAND, based on the west line of Tract B having a bearing of S01°37'08"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: ℄ = Centerline; L.B. = Licensed Business; M.D.C.R. = Miami-Dade County Records; P.B. = Plat Book; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; P.L.S. = Professional Land Surveyor.

## CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 11/18/2010

DAVID ERIC BREAUX JR., P.L.S.
Florida Registration No. 5957
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**REVISIONS**

D EASEMENT SQUARE FOOTAGE – 04/15/2010 (M.M.K.)
ASE EASEMENT LOCATION – 11/18/10 (D.E.B.)


***AVIROM & ASSOCIATES, INC.***
*SURVEYING & MAPPING*
*50 S.W. 2ND AVENUE, SUITE 102*
*BOCA RATON, FLORIDA 33432*
*TEL. (561) 392-2594, FAX (561) 394-7125*
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|---|---|
| JOB #: | 5662-17 |
| SCALE: | 1" = 100' |
| DATE: | 04/09/2010 |
| BY: | M.M.K. |
| CHECKED: | |
| F.B. N/A | PG. N/A |
| SHEET 1 | OF 2 |

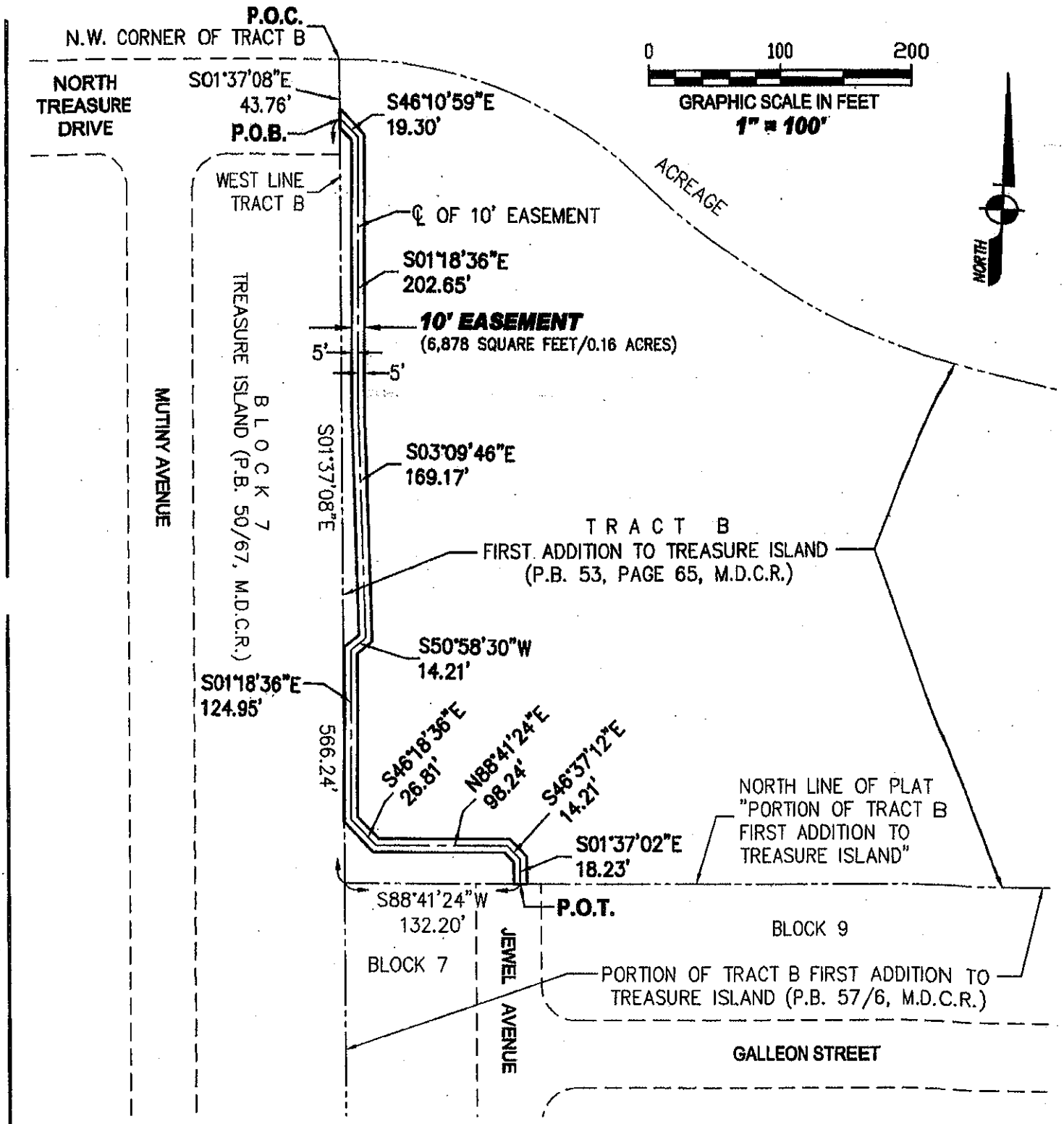
10C08

SKETCH & DESCRIPTION FOR:

**Exhibit "A"**

## *10' EASEMENT*

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA




| REVISIONS |
|---|
| ADD EASEMENT SQUARE FOOTAGE - 04/15/2010 (M.M.K.) |
| MISE EASEMENT LOCATION - 11/18/10 (D.E.B.) |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| DATE: | 04/09/2010 |
| BY: | M.M.K. |
| CHECKED: | |
| F.B. N/A | PG. N/A |
| SHEET 2 | OF 2 |

10C(19)

Office of Superintendent of Schools
Board Meeting of May 12, 2010

May 3, 2010

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

**SUBJECT:** **AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND FOR THE CHAIR AND SECRETARY TO EXECUTE:**

1. **A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE CITY OF NORTH BAY VILLAGE (CITY) IN ORDER TO ALLOW THE CITY TO ACCESS A PORTION OF THE TREASURE ISLAND ELEMENTARY SCHOOL (SCHOOL) PLAYFIELD, LOCATED AT 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, TO INSTALL A UTILITY MAIN ALONG A PORTION OF THE SCHOOL; AND**

2. **A PERMANENT GRANT OF EASEMENT WITH THE CITY FOR THE UTILITY MAIN**

**COMMITTEE:** **FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK:** **FINANCIAL EFFICIENCY/STABILITY**

Background

The City of North Bay Village (City) is currently replacing its old sewer force main pipe with a new 16-inch sewer force main system. To facilitate this work, the City recently approached the District with a request to install the main along a portion of the Treasure Island Elementary School (School) campus, located at 7540 East Treasure Drive. The area in question is generally located along the extreme western boundary of the School campus and measures approximately 10 feet wide by 674.7 feet long (approximately 6,747square feet).

Additional Information

According to the City, installing the main along a portion of the School campus, as described above, rather than entirely within the adjacent public right-of-way, is expected to reduce the overall length of the pipe by approximately 500 feet, minimize impact to the community and reduce the City's project costs by over $70,000. To accomplish the work, the City is requesting that the Board consider granting two easements:

1. a temporary construction easement to provide site access for construction activities; and
2. a permanent utility easement to allow future maintenance of the main. as necessary (see location map).



10C(20)

The City has advised that the area necessary for temporary construction activities is the same as the area of the proposed permanent easement. As such, the legal description of both easement areas is the same. The work will be accomplished at the sole cost and expense of the City and will be confined to the temporary construction easement area. All on-site construction activities will be coordinated with the School principal and other District staff to minimize disruption during School hours. The City will initiate the work during the summer, and anticipates completing the work on the School site within two weeks from commencement. Once completed, the area of work will be restored to a condition as good or better as currently exists.

The School principal and Region II Superintendent have advised that the City has maintained a long-standing and mutually beneficial relationship with the School, with the City providing support to the School through the funding of a DARE Officer assigned to the School, a custodial supervisor for after school activities in the School's athletic field and School use of an adjacent City owned Tot-Lot. Given the above, the Principal and Region II Superintendent recommend that the District provide the City with the proposed temporary construction easement and permanent utility easement. Terms and conditions of the proposed easements are, substantially, as follows:

Temporary Construction Easement

- the easement area shall only be used by the City to facilitate access to, and installation of, the utility line, as well as for the temporary storage of equipment and materials related to the work;

- the easement shall terminate 90 days following completion of construction activities or one year from execution of the agreement, whichever occurs first;

- upon completion of the work, the City shall assure that the site is in compliance with all applicable building, safety and health codes, and shall restore the site to the same or better condition as existed before construction;

- the City shall create a safety buffer zone by installing and maintaining a temporary fence during the term of this agreement, which shall separate the easement area from the balance of the School site;

- the City and the contractor doing the work shall indemnify the Board from all liability, and the Board shall be named as an additional insured on the contractor's insurance policy; and

- the City shall coordinate its on-site work with District staff in such a manner as to minimize interference with ingress, egress and access to the School site, and shall require its contractor to implement appropriate safety precautions during the work.

The proposed Temporary Construction Easement consists of approximately 6,747 square feet or 0.15 acres, more or less. The area is legally described in Exhibit "A" attached hereto.



10C(21)

Permanent Utility Easement

- the site shall only be used for the installation and operation of sewage transmission facilities, and may not be used for the installation of such things as electrical power transmission lines or cell towers;

- in the event the City discontinues its use of the utility main, all rights granted to the City under the Permanent Utility Easement shall cease;

- the District may construct, use and maintain paved walkways, driveways and landscaping over this area. In the event the City impacts these improvements as a result of its maintenance activities, it shall replace same at its sole cost and expense; and

- the City shall coordinate repairs within the site with School staff in such a manner as to minimize interference with ingress, egress and access to the School site, and shall require its contractor to implement appropriate safety precautions during the work.

The proposed Permanent Utility Easement consists of approximately 6,747 square feet or 0.15 acres, more or less. The area is legally described in Exhibit "B", attached hereto.

The Principal of Treasure Island Elementary School, Regional Center II Superintendent, and Office of School Facilities recommend the granting of both the proposed Temporary Construction Easement and Permanent Utility Easement. Both documents will be reviewed and approved by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and for the Chair and Secretary to execute:

1) a Temporary Construction Easement Agreement with the City of North Bay Village in order to allow the City to access a portion of the Treasure Island Elementary School playfield, located at 7540 East Treasure Drive, North Bay Village, to install a utility main along a portion of the School, in substantial conformance with the terms and conditions described above; and

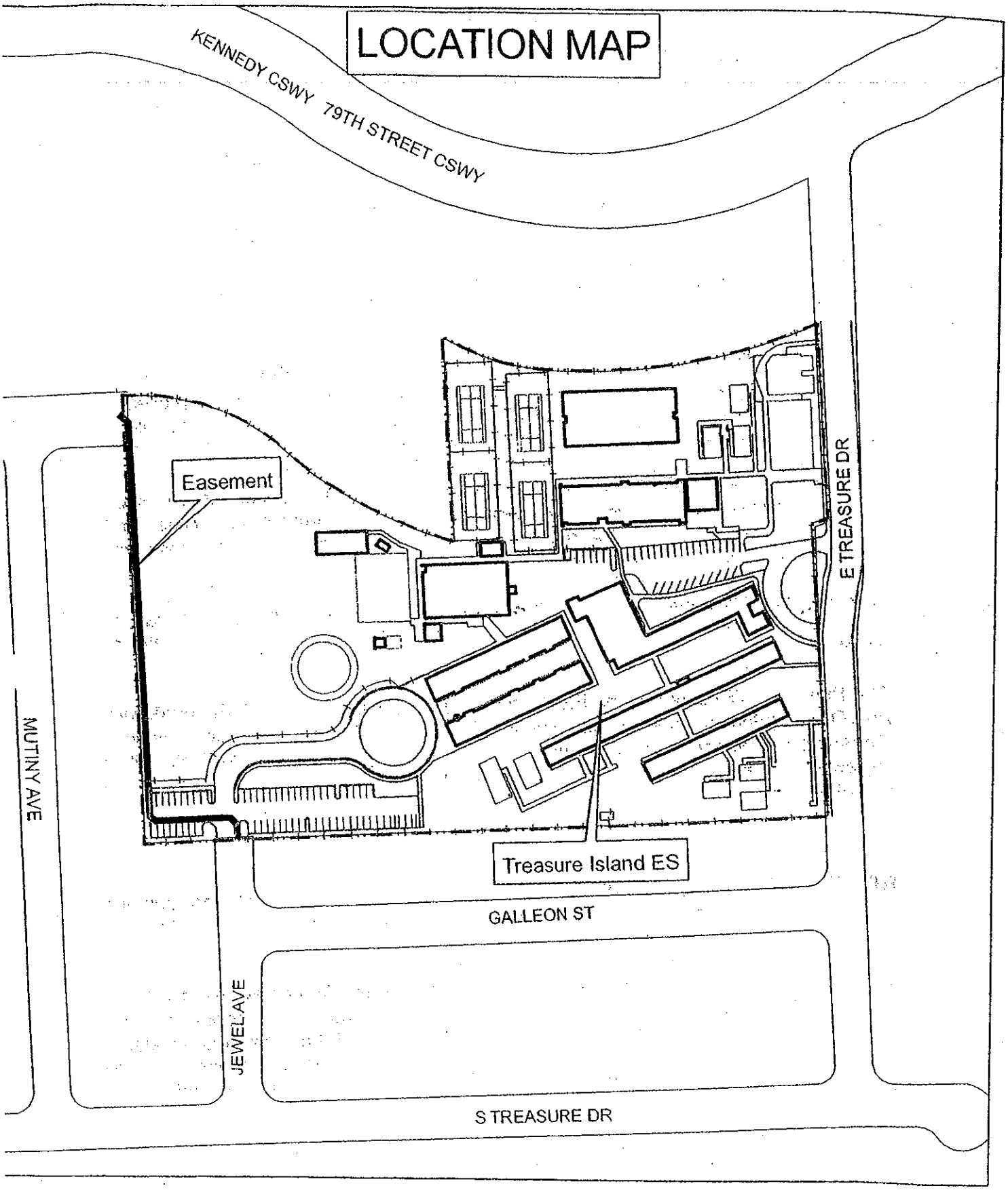
2) a Permanent Grant of Easement with the City for the utility main, in substantial conformance with the terms and conditions described above.

RL:



10C(22)

# LOCATION MAP




N

Not to Scale



10C(23)

EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

# 10' EASEMENT

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

## LAND DESCRIPTION:

A portion of Tract B, FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 53, Page 65, of the Public Records of Miami-Dade County, Florida, described as follows:

A 10 foot strip of land for an Easement being 5 feet of each side of the following described centerline:

COMMENCE at the northwest corner of said Tract B, thence S01°37'08"E, along the west line of said Tract B, 51.76 feet to the POINT OF BEGINNING of said centerline; thence S46°10'59"E, 16.61 feet; thence S01°18'36"E, 508.24 feet; thence S46°18'36"E, 14.14 feet; thence N88°41'24"E, 103.29 feet; thence S46°37'12"E, 14.21 feet; thence S01°37'02"E, 18.23 feet to the POINT OF TERMINATION of said centerline, said point being on the north line of the plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND, according to the plat thereof, as recorded in Plat Book 57, Page 6, of the Public Records of Miami-Dade County, Florida.

Side lines of said 10 foot Easement are to be prolonged or shortened to coincide with west line of said Tract B and the north line of said plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND to form a continuous strip of land.

Said lands situate and being in North Bay Village, Miami-Dade County, Florida.

## SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
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5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: ℄ = Centerline; L.B. = Licensed Business; M.D.C.R. = Miami-Dade County Records; P.B. = Plat Book; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; P.S.M. = Professional Surveyor & Mapper.

## CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 4/9/2010

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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| JOB.#: | 5662-17 |
| SCALE: | 1" = 100' |
| DATE: | 04/09/2010 |
| BY: | M.M.K. |
| CHECKED: | |
| F.B. N/A | PG. N/A |
| SHEET 1 | OF 2 |

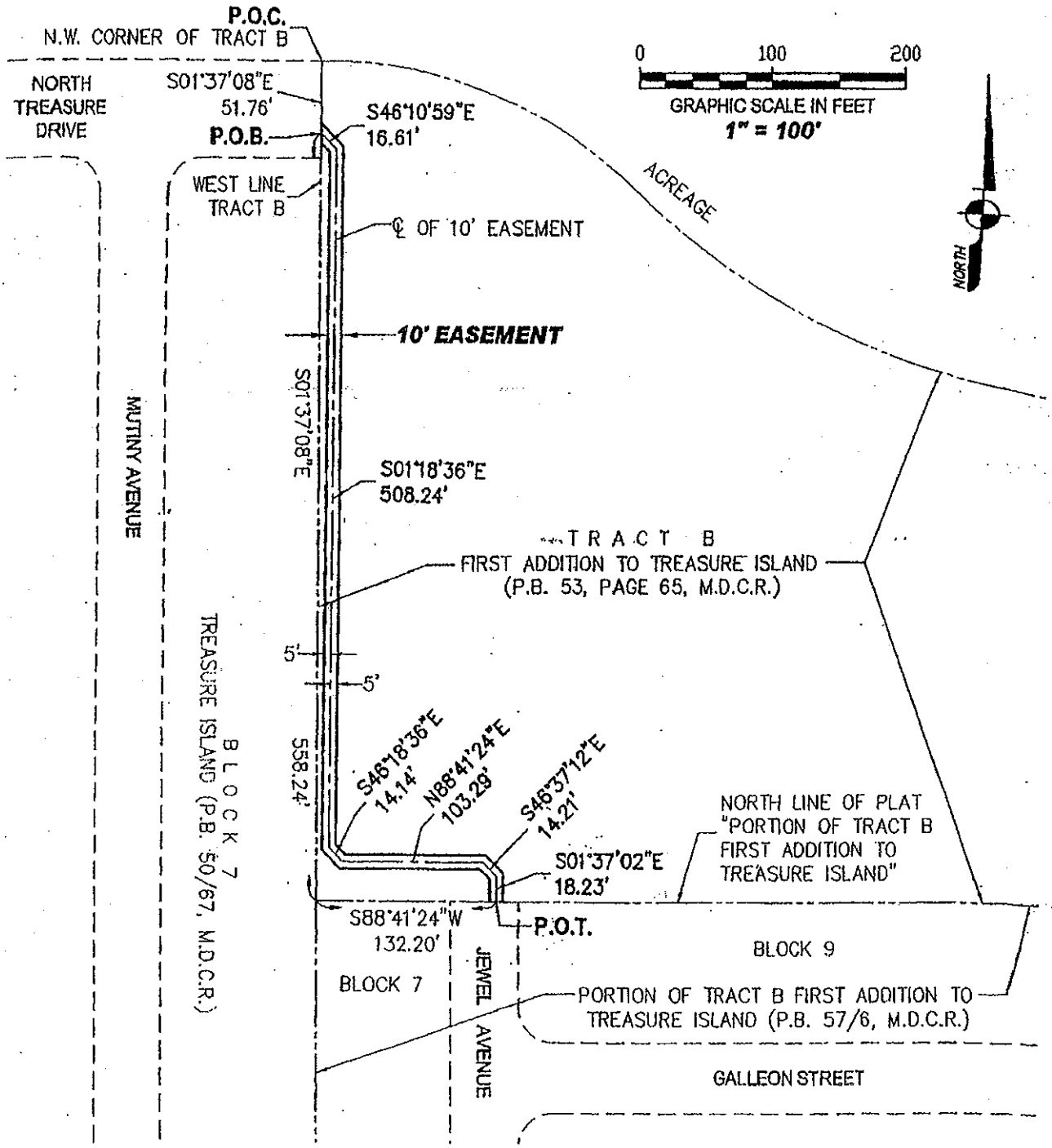


10C(24)

SKETCH & DESCRIPTION FOR:

**10' EASEMENT**

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

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10C(25)

EXHIBIT "B"

# SKETCH & DESCRIPTION FOR:
# *10' EASEMENT*

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

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Side lines of said 10 foot Easement are to be prolonged or shortened to coincide with west line of said Tract B and the north line of said plat PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND to form a continuous strip of land.

Said lands situate and being in North Bay Village, Miami-Dade County, Florida.

## SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
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## CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 4/9/2010

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

| REVISIONS |
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| BY: | M.M.K. |
| CHECKED: | |
| F.B. N/A | PG. N/A |
| SHEET 1 | OF 2 |

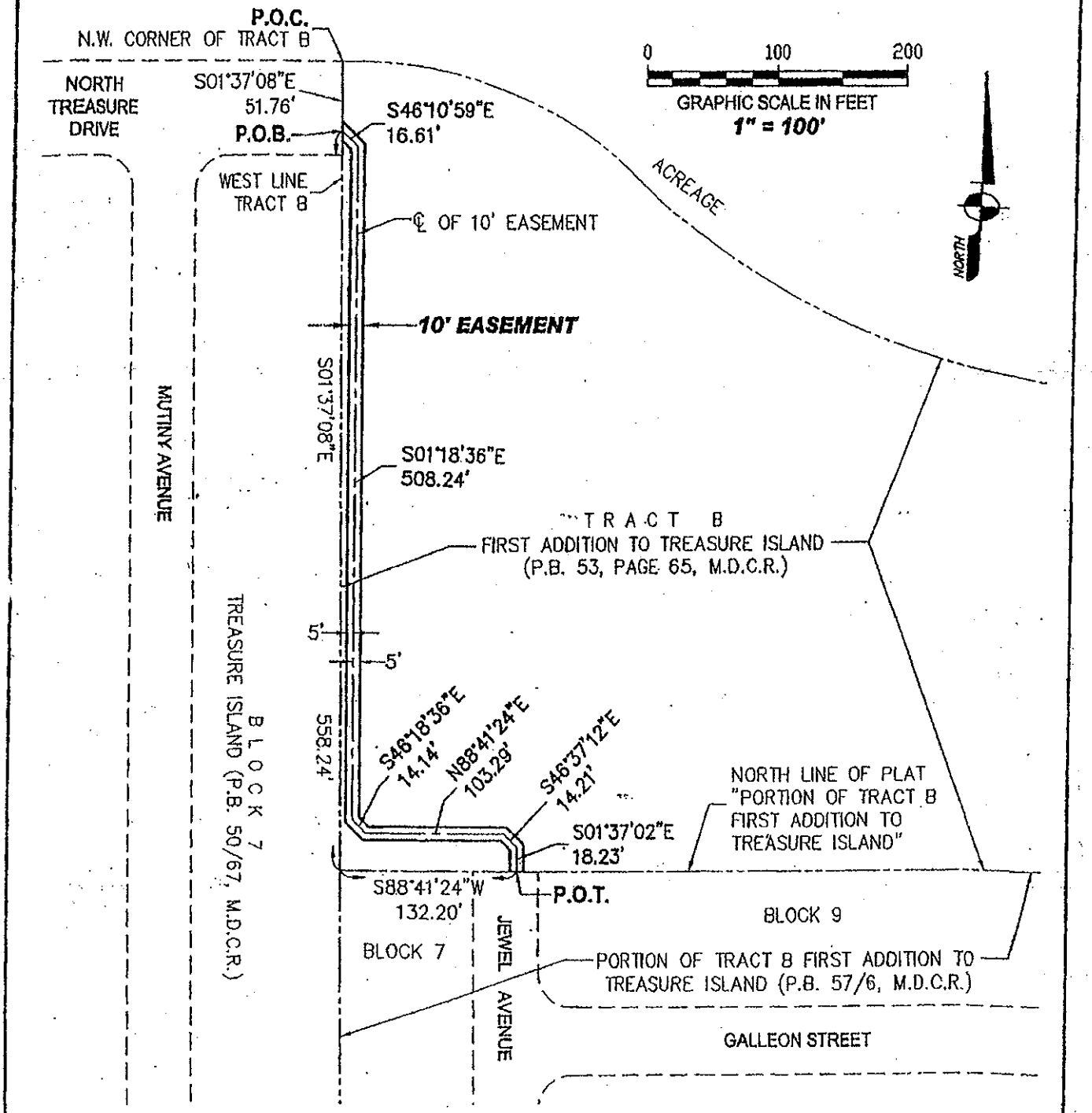


10C(26)

SKETCH & DESCRIPTION FOR:

**10' EASEMENT**

A PORTION OF TRACT B - FIRST ADDITION TO TREASURE ISLAND (PLAT BOOK 53, PAGE 65, M.D.C.R.)
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

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| | TEL. (561) 392-2594, FAX (561) 394-7125 | DATE: | 04/09/2010 |
| | www.AVIROM-SURVEY.com | BY: | M.M.K. |
| | | CHECKED: | |
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| | | SHEET 2 | OF 2 |

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10C(27)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# RECOMMENDATION MEMORANDUM

**DATE:** **January 28, 2014**

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

**RECOMMENDED BY STAFF/COMISSIONER:**
**Jenice Rosado, HR Director**

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

**SUBJECT:** **Health Insurance for Elected Officials**

---

## RECOMMENDATION:

It is recommended that the Commission approve that members of the Commission have the ability to participate (at full premium cost to the elected official) in the Village Health Insurance Plan.

## BACKGROUND:

Currently, the only persons participating in the Village's health insurance are Village employees. The Village pays 100% of employee coverage and 60% of the dependent health coverage. A few of the elected officials have inquired with HR about participation in the past. HR has polled surrounding cities and found that most cities allow their elected officials to participate at their full cost on their health insurance plans. Therefore, the HR department has contacted our broker, Charles Citrin and has requested that they reach out to our plan provider NHP / UHC to see if they will allow the participation of Village elected officials in our health plans with the stipulation that the official pay the full premium cost without any contribution on behalf of the Village.

10D(1)

This exception is required because our Village Charter precludes that the Village pay for the elected official's health insurance. NHP / UHC through our broker, has relayed to us that they (NHP/UHC) will allow this new category (elected officials) to enroll in our health plans if they so desire. This acknowledgement from NHP/UHC allows the Village to extend the offer to each elected official to participate in our health plan if they pay the full premium cost if the commission approves this request. Since our open enrollment occurred on October 1, 2013, any elected official wishing to join now will need to adhere to the qualifying event guidelines. With commission approval of this request any Village elected official who may be interested in joining our plans is directed to visit Jenice for further details.

**FINANCIAL IMPACT:**

No cost to the Village. Full health premiums to be paid by each Village official;
See attached enrollment spreadsheet for plan details and full premium cost. Elected official to make payment to the Village prior to the Village making payment to provider to keep coverage in effect.

**BUDGETARY IMPACT (Finance Dept):**

None

**PERSONNEL IMPACT:**

None

10D(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** January 29, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ELECTED OFFICIALS TO PURCHASE HEALTH INSURANCE THROUGH THE VILLAGE HEALTH INSURANCE PROGRAM; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

10 D(3)

**RESOLUTION NO. _____**

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

**WHEREAS**, North Bay Village provides certain fringe benefits inclusive of health insurance to its employees; and

**WHEREAS**, Article 9, Section 9.09 of the Charter of North Bay Village prohibits the Village from paying for the cost of health insurance for elected officials without the approval of the electorates; and

**WHEREAS**, the Commission of North Bay Village is desirous of allowing elected officials to participate in the group health insurance program for the Village by purchasing the health insurance and paying all premiums under the same terms and conditions as is offered to other employees.

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

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

**Section 2. Participation in Village's Health Insurance Program:** Members of the Commission of North Bay Village are authorized to participate in the Village's Health Insurance Program and pay all costs associated with enrollment.

**Section 4. Authorization of Village Officials.** The Village Manager and/or his/her designee are authorized to take all actions necessary to enroll members of the Commission in the Village's Health Insurance Program in accordance with the regulations set forth by the insurance carrier.

10D(4)

**Section 6.** **Authorization of Fund Expenditure.** The Village Manager is authorized to expend the budgeted funds for the purposes set forth herein.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 11th day of March 2014.

_____
Connie Leon-Kreps, Mayor

**ATTEST:**

_____
Yvonne P. Hamilton, CMC
Village Clerk



10D(5)

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

_____

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

North Bay Village Resolution: Elected Officials Purchase of Health Insurance.



10D(6)

# North Bay Village- Health Election / Elected officials enrollment form

**Elected Official's Name:** _____ **Today's Date:** ___/___/___

## HEALTH

| Benefits | Option 1: NHP DVD (no referral needed) | Option 2: NHP DV7 (no referral needed) | Option 3: UHC FXS-P(no referral needed) |
|---|---|---|---|
| Office Copay (PCP/SPC) | $15 / $25 per visit | $25 / $45 per visit | $25 / $50 per visit |
| Other Copays (IP/ER/UC) | $250/day x 5 day max /$100 /$50 | Pay deductible + $250/ $200 /$50 | Pay deductible/$75/$200 |
| Deductible (in network/out net) | $0 / $500 (individual coverage)<br>$0 / $1,000 (family coverage) | $1,500/$3,000 (individual coverage)<br>$3,000 / $6,000 (family coverage) | $1,000/$2,000 (individual coverage)<br>$3,000 / $6,000 (family coverage) |
| Coinsurance | 100% | 100% | 100% |
| Pharmacy (gen / brand / non form / inject) | $10/$35/$50 /20% | $20/$40/$60/20% | $10/$35/$60/20% |
| *MONTHLY COST (FULL PREMIUM)* | ELECTED ONLY ($737.40 ) ☐<br>ELECTED & SPOUSE ($1,526.41) ☐<br>ELECTED & CHILD ($1,386.32) ☐<br>ELECTED & FAMILY ($2,341.27) ☐ | ELECTED ONLY ($578.51 ) ☐<br>ELECTED & SPOUSE ($1,197.51) ☐<br>ELECTED & CHILD ($1,087.60) ☐<br>ELECTED & FAMILY ($1,836.78) ☐ | ELECTED ONLY ($708.82 ) ☐<br>ELECTED & SPOUSE ($1,467.26) ☐<br>ELECTED & CHILD ($1,332.58) ☐<br>ELECTED & FAMILY ($2,250.50) ☐ |

**I hereby agree to pay the Village the full health insurance premium cost for participation on my elected plan. I understand that I will not be able to change my selection until open enrollment held in October of next year**

**Elected Official's Signature:** _____ **Date:** ___/___/___

**SIGN ONLY IF WAIVING COVERAGE:** I have been offered the above insurance coverage and I hereby waive my right to enroll at this time. I understand that by signing the below I will not be able to enroll until next year at open enrollment and could be subject to pre-existing status.
**ELECTED OFFICIAL'S SIGNATURE:** _____ **DATE:** ___/___/___

100(7)

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

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

**DATE:** **March 11, 2014**

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

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

**PRESENTED BY STAFF:** **Bert Wrains, CGFO Finance Director**

**SUBJECT: Village Hall - Causeway Tower, LLC Lease for Additional Space**

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**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached resolution accepting the proposal from Causeway Tower, LLC for 4,240 square feet of additional office space at 1666 Kennedy Causeway, Suite 101 and entering into a lease for this space.

**BACKGROUND:**

This additional space would be on the first floor of the Causeway Tower where the Sabadell Bank had previously operated their bank branch. The space can be reconfigured to provide space for the Commission Meetings and other public meetings, as well as space for staff to operate a customer service area to receive



10E(1)

utility customer payments, issue building permits and schedule inspections, as well as operate the US Post Office. This space is more accessible for the general public to conduct Village business.

The FY 2014 budget currently does not have any uncommitted revenue that could fund the three (3) month lease cost increase for FY 2014. Under the terms of the lease the Village would take possession of the facilities on May 1, 2014. The landlord has agreed that the first two (2) month's rent would be waived. This would require the Village to pay for the months of July through September 2014 from the current FY 2014 budget. This would require $22,259 to cover this increased rental and moving costs for FY 2014 (see attached). This includes $10,000 in one time moving costs.

The landlord has included $18,000 of interior renovations to allow the Village to redefine the space to meet the needs of the Village and our customers.

The annual increased lease cost would go up by a net of $49,034 for the FY 2015 budget. There are no known increases in other revenues for FY 2015 at this time. If there are no other increased revenues for FY 2015, then we will have to look at cost savings in General Fund operating departments or this amount could be made up by increasing the Ad Valorem property taxes. If a property tax increase is chosen by the Commission, the millage rate would have to increase .0745 mills to cover this cost. This will be considered during the annual budget process that is completed in September 2014.

The ad valorem increase would translate to a $0.0745 cents increase per $1,000 of taxable property in the Village or $11.18 for FY 2015 based a $150,000 taxable valued home. This would apply equally to all properties on the tax roll.

**FINANCIAL IMPACT:**

The FY 2014 General Fund Budget would have to be increased $22,259 for rent and one time moving expenses. The net increased costs that will have to come from Unreserved Fund Balance is $22,259 for FY 2014. The increased expenditures for FY 2015 will be $49,034 and is currently unfunded. Unless there are increased revenues in other General Fund categories or a reduction is operating expenses, this would require an increase in the ad valorem tax rate by .0745 mills.



10E(2)

## BUGETARY IMPACT (Finance Dept):

The FY 2014 General Fund budget will have to be increased by a net of $22,259 to cover relocation and rent for the months of July, August and September 2014. The FY 2015 General Fund budget will be increased $49,034 for the increased cost of Village Hall leased space.

FY 2014 Budget Amendments:

| | | |
|---|---|---|
| 01.019.519.5402 | Building Lease | $ 21,200 |
| 01.019.519.5402 | Building Lease | $ 1,500 |
| 01.019.519.5402 | Building Lease | $ (2,948) |
| 01.019.519.5322 | Contract Services | $ 5,000 |
| 01.019.519.5431 | Repair/Maintenance | $ 5,000 |
| 01.019.519.5456 | Video Recording | $ (7,043) |
| 01.019.519.5456 | Video Recording | $ ( 450) |
| | | $ 22,259 |
| Unreserved Fund Balance | | $(22,259) |

## PERSONNEL IMPACT:

The approval of this increase in office and public area space will not require any additional employees. This will allow current employees to serve the public more efficiently. This will allow the Commission to conduct Village meetings at our own facilities on the first floor of the Causeway Tower building.



10E(3)

## NORTH BAY VILLAGE

## VILLAGE HALL MOVING EXPENSES

One time costs to relocate

Post Office,Receptionist/Cashier and Building Department Operations

| Moving Costs | One Time |
|---|---|
| Commerical Movers to move furniture and files | $ 800 |
| Cabeling and physically move computers and phones | $ 5,000 |
| Toshiba copier | $ 300 |
| Additional cameras | $ 600 |
| Additional door swipe equipment | $ 2,000 |
| Marquee Sign | $ 900 |
| Locksmith services | $ 400 |
| **Total costs to relocate functions from 3rd floor to first floor** | $ 10,000 |

## NORTH BAY VILLAGE VILLAGE HALL RENTAL COSTS
## FY 2014 BUDGET

| Annual Costs for Space | Annual Costs for Space | 3 MONTH COSTS |
|---|---|---|
| 4,240 sq ft space @ $20.00 per rental square foot (RSF) | $ 84,800 | $ 21,200 |
| A/C additional costs 24 meetings at 5 hrs @ $50 per hr ** | $ 6,000 | $ 1,500 |
| Total Annual Costs | $ 90,800 | $ 22,700 |

| Annual Savings for Space | Annual Savings for Space | 3 MONTH SAVINGS |
|---|---|---|
| Audio Video Services - $1,565 per meeting (avg 1.5 per mo) | $ 28,170 | $ 7,043 |
| Custodial Services for opening and closing TIES auditorium ** | $ 1,800 | $ 450 |
| Public storage - $983 per month * | $ 11,796 | $ 2,949 |
| Annual cost reductions | $ 41,766 | $ 10,442 |
| TOTAL FY 2014 Costs to relocate Village Functions (July 2014 to Sept 30,2014) 3 Months | $ 2 | $ 22,259 |
| TOTAL FY 2015 Costs to relocate Village Functions (Oct 1,2014 to Sept 30,2015) 12 Months | $ | $ 49,034 |

* This would require the Village to have some storage on the 3rd floor

** Includes 18 Commission meeting and 6 P&Z meetings per year Prepared By Bert Wrains November 4,2013

Revised November 29, 2013 Updated January 2,2014 Updated Jan 22, 2014

10E(4)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM

**North Bay Village**

**DATE:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND CAUSEWAY TOWER, LLC. FOR LEASING ADDITIONAL OFFICE SPACE AT 1666 KENNEDY CAUSEWAY, SUITE 100, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND OTHER RELATED PURCHASE ORDERS; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

10E(5)

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

**RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE AND CAUSEWAY TOWER, LLC. FOR LEASING ADDITIONAL OFFICE SPACE AT 1666 KENNEDY CAUSEWAY, SUITE 100, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND OTHER RELATED PURCHASE ORDERS; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON***

**WHEREAS**, the Village has an obligation to ensure that adequate access is provided in maintaining services to the public; and

**WHEREAS**, North Bay Village currently operates its Administrative Offices on the third floor of the Causeway Tower building under a lease agreement; and

**WHEREAS**, the Village desires to lease an additional 4,240 square feet of office space at 1666 Kennedy Causeway, Suite 100 to accommodate other areas of operation including the Building Department, the customer service area, U.S. Post Office functions and the Village Commission Chambers; and

**WHEREAS**, the Village Commission finds that relocating these service areas to the ground floor of the Causeway Tower Building is in the best interest of the Village, its citizens, and other customers.

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

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



10E(6)

**Section 2. Approval of Lease Agreement.** The Agreement between the Village and Causeway Tower, LLC for the lease of office space at 1666 Kennedy Causeway, Suite 100, North Bay Village, in substantially the form attached as Exhibit "1," together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney is approved.

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

**Section 5. Authorization of Expenditure of Budgeted Funds.** The Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Lease Agreement.

**Section 6. Budget Appropriation.** The Village Commission appropriates $22,259 from the General Fund Unreserved Fund Balance to the General Government Department Line Item 01.019.519.5402, and authorizes the Village Manager to make the necessary budget increases and reductions in Department 19 to implement the lease with Causeway Towers, LLC.

**Section 7. Execution of Lease Agreement and Other Related Purchase Orders/Agreement.** The Village Manager is authorized to execute the Lease Agreement with Causeway Tower, LLC on behalf of the Village.

**Section 8. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 11th day of March 2014.



10E(7)

MAYOR CONNIE LEON-KREPS

**ATTEST:**

YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Lease of Office Space at 1666 Kennedy Causeway, #100.



10E(8)

# OFFICE BUILDING LEASE

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") made and entered into this _____ day of _____, ____, by and between Causeway Tower LLC, (hereinafter called "Landlord") whose address for purposes hereof is 1666 Kennedy Causeway, Suite #610, North Bay Village, Florida 33141 and **North Bay Village, a Florida Municipal Corporation** (hereinafter called "Tenant"). Tenant's Main address is 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141.

## WITNESSETH:

1. LEASED PREMISES. Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Tenant does hereby lease, demise and let from Landlord those certain premises (hereinafter called the "Leased Premises") in the property known as Causeway Tower, (hereinafter called the "Property") located in North Bay Village, Florida, such Leased Premises being more particularly described as follows: approximately **4,240** square feet of net rentable area located at **Suite #101** of the Property as reflected on the floor plan of such Leased Premises attached hereto as "Exhibit A" and made a part hereof, identified by the signature or initials of Landlord and Tenant.

2. TERM. This Lease shall be for a term of **Two (2) years and Two (2) months**, commencing on **May 1, 2014** (the "Lease Commencement Date") and ending on **June 30, 2016** (hereinafter referred to as the "Lease Term), unless sooner terminated or extended as provided herein.

3. RENTAL

a. Tenant shall pay to Landlord throughout the Lease Term a total Base Rental as hereby defined:

| | | |
|---|---|---|
| 7/1/14 thru 6/30/15 | $20.00/rsf | $7,066.67 per month |
| 7/1/15 thru 6/30/16 | $20.80/rsf | $7,349.33 per month |

Plus any and all sales, use, transaction, or comparable tax(es) applicable thereto, **noting however that Tenant is tax exempt as it is municipality. Tenant will provide Landlord with a tax except certificate as is required by the State of Florida**. Said base monthly rental (hereinafter referred to as the "Base Rental") shall be subject to adjustment as hereinafter provided in this Lease. Any and all such Base Rental, together with all tax(es) thereon, shall be due and payable in advance on or before the first day of each month during the Lease Term, without demand, deduction or offset at the office of Landlord or to such other person or at such other place as Landlord may designate in



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writing.

Landlord hereby grants to Tenant a rent abatement for the first **Two (2) months** of the Lease (May and June, 2014) (the "Rent Abatement"). Landlord upon execution of this Lease by Landlord and Tenant hereby acknowledges payment by Tenant the sum of $7,066.67 **with sales tax exemption, totaling $7,066.67** representing payment of Rent for the first full calendar month of the Lease which will be applied towards July, 2016 Rent. If this Lease commences on a day other than the first day of a calendar month, the Base Rental for the fractional month shall be appropriately prorated.

b. Tenant recognizes that late payment of any Rent (Base Rental plus any additional rents, Operating Expenses and other expenses due hereunder) or other sum due hereunder from Tenant to Landlord will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Rent or any other payment due hereunder from Tenant to Landlord remains unpaid five (5) days after the same is due, the amount of such unpaid Rent or other payment shall be increased by a late charge, which shall be considered additional Rent, to be paid to Landlord by Tenant in an amount equal to10 percent (10%) per month of the amount of the delinquent Rent or other payment. The amount of the late charge to be paid to Landlord by Tenant for any particular month shall be computed on the aggregate amount of delinquent Rent and other payments, including all accrued late charges then outstanding. Tenant agrees that such amount is not a penalty, but rather, a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. In the event any check from Tenant is dishonored for any reason, Tenant shall be required to replace the check with a cashier's check or money order, and the amount owed shall be increased to include a Dishonorable Check Charge of $50.00 per returned check or the equivalent of the bank charge whichever is greater. The terms of this paragraph in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor do the terms of this paragraph in any way affect Landlord's remedies provided elsewhere in this Lease in the event said Rent or other payment is unpaid after the date due.

c. Tenant shall pay to Landlord monthly sales or use tax on all amounts paid as Rent hereunder, which sum is to be paid to the State of Florida, or other applicable governmental entity, by the Landlord. Should such tax rate change under the Florida Sales Tax Statute or other applicable statutes, Tenant will pay Landlord the amounts reflective of such changes. Tenant shall pay Landlord in conjunction with all sums due hereunder, any and all applicable sales, use or other similar tax and any interest or penalties assessed therein ("Sales Tax") simultaneously with such payment. **Notwithstanding the foregoing, the parties acknowledge and agree that Tenant is tax exempt as it is a municipality. Tenant will provide Landlord with a tax exempt certificate as is required by State of Florida.**

4. RENEWAL OPTION. **Provided that Tenant is not in default during the Lease Term, Tenant will have Two (2) options to renew for an additional One (1) year per Renewal**



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**Option (the "Renewal Option"). The Base Rent for the First Renewal Option period will be increased by 4% over the prior year's Base Rental. The Base Rent for the Second Renewal Option period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option. In the event Tenant fails to exercise the Renewal Option's by providing the Landlord with written notice at least sixty (60) days prior to expiration of the Lease Term, the Renewal Option shall terminate, expire and be null and void.**

5. SECURITY DEPOSIT. **Intentionally Omitted. No Security Deposit is being collected from Tenant.**

6. OPERATING EXPENSE ADJUSTMENTS. In the event that the cost to the Landlord for the Operating Expenses of the Property, as hereinafter defined, during any calendar year of the Lease Term subsequent to the Base Year Estimates, which the parties hereto agree shall be calendar year **2014** exceed the cost to the Landlord for the Operating Expenses of the Property during the Base year, then Tenant shall pay to Landlord as additional Rent Tenant's proportionate share of the increase in such costs, if any, for each calendar year. The percentage of the increase in Operating Expenses to be paid by the Tenant shall be the percentage which the Net Rentable Area of the Leased Premises (stipulated in Paragraph 1 to be **4,240** sq.ft.) bears to the total Net Rentable Area contained in the Property, which is hereby stipulated to be approximately **62,982** Net Rentable Square Feet. Based on the above, the Leased Premises is **6.732%** of the total Net Rentable Area and this percentage multiplied by the increase in Operating Expenses will determine the proportionate share of the increase in Operating Expenses to be paid by the Tenant. **Tenant's proportionate share shall be based upon that which is leased during the term with applicable proration's based upon time leased and percentage leased during the applicable lease term.** In no event will Operating Expenses be less than the Operating Expenses for Base year. The parties acknowledge and agree that the Operating Expenses for the calendar year **2014** are estimated to be **$9.50** per net rentable square foot. When the actual Operating Expenses is determined for the Base Year, Tenant shall pay the difference between the estimate and actual, if any. However, in the event the actual cost is less than the estimated operating expenses, no refund or reductions shall be given.

The term "Operating Expenses" as used herein shall include all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and/or operation of the Property, computed on the accrual basis, but shall not include the replacement of capital investment items and capital improvements. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

a. Wages and Salaries of all employees engaged in operation and maintenance of the Property, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries; the cost of disability and hospitalization insurance, pension or retirement benefits, and any other fringe benefits for such employees;

b. All supplies and materials used in operation and maintenance of the Property;



| TENANT | LANDLORD |
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c. Cost of utilities including electricity, fuel oil, gas, sewer and water used by the Property and not charged directly to another Tenant;

d. Costs of customary Property management, servicing and maintenance of all systems and equipment, including, but not limited to, plumbing, heating, air conditioning, ventilating, lighting, electrical, landscaping, trash removal, parking areas, loading areas, sidewalks, walkways and passageways, fire alarms, fire pumps, fire extinguishers, hose cabinets, lawn sprinklers, security guard service, painting, caulking, pressure or steam cleaning of Property exterior; roof repairs, window cleaning and landscaping, marketing;

e. Cost of casualty and liability insurance applicable to the Property and Landlord's personal property used in connection therewith;

f. All Taxes (with the exception of Real Estate Taxes which are discussed under paragraph 8) and assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or otherwise, and any other taxes and assessments attributable to the Property or its operation excluding, however, Federal and State Taxes on income; and

g. All charges assessed against the Property or against the underlying land by any property owners association common to the area or subdivision.

A statement of the Operating Expenses for the Base Year will be rendered to the Tenant within one hundred twenty (120) days after the close of the Base Year and each and every year thereafter. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Property in accordance with generally accepted accounting principles and Tenant shall have the right to inspect the Landlord's books and records showing the Operating Expenses for the Base Year. The operating statement for the Base Year shall be deemed approved unless protested in writing within **thirty (30)** days after delivery to Tenant. Failure of Landlord to timely deliver the statement required herein shall not waive, relieve or excuse Tenant's obligation to pay for any increases in Operating Expenses. **Tenant shall have full rights to audit said statement and Landlord and/or Tenant's agents, and/or accountant shall cooperate in the audit.**

In the event the Operating Expenses in any year after the Base Year are reduced, because of a major capital improvement of by the use of automation, then the Operating Expenses for the Base Year shall be reduced for the purpose of determining additional Rent as though such improvement or automation was in effect during the Base Year.

The intent of this escalation paragraph is to compensate the Landlord for increases in Operating Expenses. ~~In the event the Property is less than 90% occupied during the Base Year or any subsequent calendar year, the Operating Expenses shall be prorated according to the Tenant's percentage of total occupied space rather than percentage of the overall building.~~ There will be no reduction in rental if the Operating Expenses for the Base Year are higher than the Operating



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10E(12)

Expenses for a subsequent year.

Landlord shall, within one hundred twenty (120) days after the close of any calendar year for which additional Rent is due under the provisions of this paragraph, give a written statement to Tenant showing computations for additional Rent due (the "Operating Expenses Adjustment Statement"), except that Landlord may, at Landlord's option, give Tenant a written statement showing the computation of any additional Rent due by reason of an increase in the Operating Expenses referred to in subparagraph f of this paragraph 6 within thirty (30) days after receipt by Landlord of tax or assessment statements enabling Landlord to determine the amount of additional Rent attributable to or resulting therefrom. Tenant shall have the right to inspect Landlord's books and records showing the Operating Expenses for such calendar year and the annual operating statement or Operating Expenses Adjustment Statement shall be deemed approved unless protested in writing within **thirty (30)** days after receipt by Tenant. Tenant shall make full payment of such additional Rent to Landlord within thirty (30) days after receipt of the Operating Expenses Adjustment Statement for additional Rent. The amount of any such increase, as determined above, shall be used as an estimate for the current year and the amount of such increase shall be divided into twelve (12) equal monthly installments and Tenant shall pay to Landlord, concurrently with the next regular monthly Rent payment due following the receipt of said Operating Expenses Adjustment Statement, an amount equal to one (1) monthly installment multiplied by the number of months from January in the calendar year in which said Operating Expenses Adjustment Statement is submitted to the month of such payment, both months inclusive. Subsequent installments shall be payable concurrently with the regular monthly Rent payments for the balance of that calendar year and shall continue until the next statement for Operating Expenses Adjustment Statement is rendered. If the next or any succeeding comparison year the Operating Expense Adjustment Statement reflects an increase due from Tenant, then upon receipt of the Operating Expenses Adjustment Statement from Landlord, Tenant shall pay a lump sum equal to such total increase in Operating Expenses for the comparison year over the Base Year, less the total of the monthly installments of estimated increases paid in the comparison year, and the estimated monthly installments to be paid for the next year, shall be adjusted to reflect such increase. If in any year the Tenant's share of Operating Expenses is less than the preceding year (after the second year), then upon receipt of Landlord's statement, any overpayment made by Tenant on the monthly installment basis provided above shall be credited towards the next monthly Rent due.

Additional Rent due by reason of the provisions of this paragraph is due and payable even though it may not be calculated until subsequent to the termination date of the Lease; the Operating Expenses for the calendar year during which the Lease terminates shall be pro-rated according to that portion of said calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in Paragraph 5 hereof, if any, in full or partial satisfaction of any additional Rent due for the final months of this Lease by reason of the provisions of this paragraph. If said Security Deposit is greater than the amount of any such additional Rent and there are no other sums or amounts owed Landlord by Tenant, by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided in Paragraph 5 hereof. Nothing herein contained shall



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be construed to relieve Tenant, or imply that Tenant is relieved of the liability for, or the obligation to pay, any additional Rent due for the final months of this Lease by reason of the provisions of this paragraph if said Security Deposit is less than such additional Rent, nor shall Landlord be required to first apply said Security Deposit to such additional Rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

7. SERVICES Landlord shall furnish the following services to Tenant:

a. Cleaning services deemed by Landlord to be normal and usual in a comparable building, on Monday through Friday during hours to be determined by Landlord, except that shampooing of carpet as required by Tenant shall be at Tenant's expense.

b. Automatically operated elevator service, public stairs, electrical current for lighting, incidentals, and normal office use, and water at those points of supply provided for **the Leased Premises, and the** general use of its tenants at all times and on all days throughout the year.

c. Air-conditioning on Monday thru Friday from 7:00am to 7:00pm and Saturday from 8:00am to 3:00pm upon request, except Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Landlord shall also furnish air-conditioning at such times as are not provided for herein, provided Tenant gives written request to Landlord before 12:00pm on the business day preceding the extra usage and if Tenant requires air-conditioning during such hours, Tenant shall be billed for such service at the rate of $50.00 per hour per unit and said rate may be changed with thirty (30) days prior written notice.

No electric current shall be used except that furnished or approved by Landlord, nor shall electric cable or wire be brought into the Leased Premises, except upon written consent and approval of Landlord. Tenant shall use only office machines and equipment that operates on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which Tenant obtains electric current. Any consumption of electric current in excess of that considered by Landlord to be used, normal and customary for all tenants, or which require special circuits or equipment (the installation of which shall be at Tenant's expense after approval in writing by Landlord), shall be paid for by Tenant as additional Rent paid to Landlord in an amount to be determined by Landlord based upon Landlord's estimated cost of such excess electric current consumption or based upon the actual cost thereof if such excess electric current consumption is separately metered.

Such services shall be provided as long as Tenant is not in default under any of the terms, provisions, covenants, and conditions of this Lease. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities or services to Tenant or the Leased Premises, nor shall any such failure or interruption constitute an actual or constructive eviction of Tenant from the Leased Premises or result in or give rise to any abatement in any Rent received hereunder.

8. REAL ESTATE TAXES



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a. The Operating Expenses shall be increased for each calendar year (hereinafter referred to as the comparison year or years) following the last full calendar year (hereinafter referred to as base year) prior to the calendar year during which the term of this Lease commences (hereinafter referred to as first year) by Tenant's prorata share of any increase for the comparison year over the base year in the amount of real estate taxes incurred or accrued by Landlord relating to the land and Property on which the Leased Premises is a part. (Refer to Paragraph 6)

b. During the first and last year of this Lease, Tenant shall only pay such increase for the fraction of the portion of the year during which the Tenant occupies the Leased Premises. Any increase that cannot be determined upon termination of the Lease Term shall be estimated by the Landlord based upon the previous year's increase at the expiration of the Lease and may be deducted from the Security Deposit.

9. IMPROVEMENTS TO LEASED PREMISES. **Tenant is accepting the premises in "as-is" condition. Tenant will be responsible for any and all applicable city and county code permitting compliance. However, Landlord will provide an allowance of up to $18,000.00 so Tenant may make certain changes and improvements to the Leased Premises as shown on the attached Exhibit "A", which will include removing three (3) interior walls, removing two (2) interior doors, building approximately two (2) new walls, installing one (1) set of double doors, replace carpet and paint through-out leased premises. Landlord will need to approve plans and specifications for any and all tenant improvements prior to commencement of work. Additionally, Tenant's approved contractor will be required to supply Landlord with a Certificate of Insurance naming Landlord as additional insured along with a copy of the executed contract prior to commencement of any improvements.**

**Landlord shall pay such allowance to Tenant as follows: $9,000.00 within five (5) days from the commencement of the demolition work and receipt of invoice requisition from Tenant; and the balance of $9,000.00 within thirty (30) days after receipt of Tenant's requisition accompanied by copy of executed contract, copy of invoices, proof of payment to contractor(s), final contractor affidavit showing all work has been paid in full, full waivers and releases of lien from all subcontractors, materialmen, suppliers, laborers and any other individual or entity that furnished a Notice to Owner, General Contractor(s) Full and Final Release of Lien, final inspection and approval from the applicable governmental authority and receipt of unconditional Certificate of Occupancy, if applicable, and any other documents s may be reasonably required by Landlord. Tenant shall submit final requisition to Landlord no later than ninety (90) days from Permit Final and/or Certificate of Completion, and/or Occupancy of Leased Premises, whichever comes first. Failure to do so will nullify Landlord's obligation to pay said allowance**

**All improvements made to the Leased Premises shall, at the sole option of Landlord, be the property of the Landlord during the Lease Term and/or remain the property of the Landlord upon termination of this Lease.**



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10. DELAY IN POSSESSION. If the Landlord is unable to give possession of the Leased Premises on the Lease Commencement Date, by reason of the holding over of any prior Tenant or Tenants or for any other reason, an abatement or diminution of the Rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the Lease Term beyond the agreed expiration date, and said abatement in Rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Leased Premises. If Landlord is unable to give possession of the Leased Premises to Tenant within ninety (90) days after the commencement of the Term of this Lease for any reason, then Tenant shall have the right to cancel this Lease by giving written notice of its intention to cancel this Lease to Landlord within ten (10) days after the expiration of said ninety (90) day period; and upon such cancellation, Landlord and Tenant shall each be released and discharged from all liability on this Lease. There shall be no delay in commencement of the Term of this Lease and/or payment of Rent where Tenant fails to occupy the Leased Premises when same are ready for occupancy, or where Landlord and/or Tenant has a delay in preparing the Leased Premises for occupancy by Tenant failing to promptly approve plans, make material or color selections, or make other decisions necessary for the preparation of the Leased Premises for occupancy. For the purpose of this paragraph, the Leased Premises shall be deemed completed and ready for occupancy by Tenant when the Supervising Architect and/or Landlord's Contractor certifies that the work required by Landlord by reason of Paragraph 9 has been substantially completed in accordance with said approved plans and specifications.

11. PRIOR OCCUPANCY. If Tenant, with Landlord's consent, shall occupy the Leased Premises prior to the beginning of the Lease Term specified in Paragraph 2 hereof, all provisions of this Lease shall be in full force and effect commencing upon such occupancy, and Rent for such period shall be paid by Tenant at the same rate herein specified.

12. REPAIRS. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good condition and repair and sanitary order. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises and all partitions, doors, fixtures, equipment and appurtenances thereof and improvements thereof, in good order, condition and repair and shall replace any of the same as required by Landlord, including but not limited to: door closures devices and other exterior openings; electrical, mechanical and electromotive installation, equipment and fixture, signs, placards, decoration advertising media of any type or every part thereof, and replace any and all broken glass caused by Tenant, its agents or invitees, in and about the Property, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to the Landlord in good condition, ordinary wear and tear and damages caused beyond the reasonable control of Tenant excepted. Except as specifically provided in another paragraph or addendum to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Leased Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting



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the condition of the Leased Premises or the Property except as specifically herein set forth.

Notwithstanding the above provisions, Landlord shall repair and maintain the structural portions of the Property, including the roof and base building plumbing, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance for those items that Landlord is responsible to repair, unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense, without the express written approval from Landlord, under any law, statute or ordinance now or hereafter in effect.

13. ALTERATIONS AND ADDITIONS. Except as set forth herein, Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements to or of said Leased Premises, including, but not limited to, carpeting, wall covering, paneling and built-in cabinet work, but excepting movable furniture, **personal property, removable equipment,** and trade fixtures, shall on the expiration of the Lease Term, at the sole option of Landlord, become a part of the Property and belong to the Landlord and shall be surrendered with the Leased Premises. Tenant must obtain the written consent of the Landlord prior to any alterations, additions or improvements to be made to the Leased Premises and of the contractor or person selected by Tenant to make same. All alterations, additions and improvements shall be made by Tenant at Tenant's sole cost and expense, **except as otherwise provided herein.** Upon the expiration or sooner termination of the Lease, Tenant shall, at Tenant's sole cost and expense, upon written demand by Landlord given at least thirty (30) days prior to the end of the Lease Term, forthwith and with all due diligence, remove any alterations, additions, or improvements, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Leased Premises caused by such removal.

It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Property of which the Leased Premises are a part, and make such alterations and repairs to said Property as it may deem wise and advisable without any liability to the Tenant thereof. Landlord reserves all rights to the air space over the Leased Premises and the Property. Landlord reserves the right to use all areas of the Property to accommodate future construction activities in, around, over and under the Property.

14. LIENS. The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Leased Premises and all persons contracting with



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the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

Tenant further agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for the release of liens and attorneys' fees reasonably incurred in and about the defense of any suit to discharge the said Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

15. CHARGES FOR SERVICES. It is understood and agreed upon between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Leased Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as Rent due and shall be included in any lien for Rent.

16. QUIET POSSESSION. Upon payment by Tenant of the Rent herein provided, and upon observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the Lease Term hereby demised.

17. PAYMENT. Tenant agrees that Tenant will promptly pay said Rent at the times and place stated herein; that Tenant will pay charges for work performed on order of Tenant, and any other charges that accrue under this Lease. Any payment due to Landlord under the terms of this Lease shall be deemed to be Rent and/or additional Rent.

18. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable or arise during the Lease Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and personal property located in the Leased Premises.

19. USE. Tenant shall use the Leased Premises for **Governmental and Administrative Offices, Public Services and Uses, for North Bay Village, and Offices for City of North Bay Village Police Department, and Post Office** and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property,



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nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire, flood, hazard, casualty, liability or other insurance upon the Property or any of its contents, or cause cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Property or injure or annoy them or use or allow the Leased Premises or the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises or the Property. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or the Property.

20. INSURANCE. If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra-hazardous exposure, then Tenant shall, upon receipt of appropriate invoices from Landlord, promptly reimburse Landlord for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as additional Rent and shall be included in any lien for Rent. **Upon written request of Tenant, Landlord shall provide Tenant with a copy of its policies so long as Tenant is not in default of the Lease.**

21. INDEMNIFICATION OF LANDLORD. Tenant hereby indemnifies and holds Landlord harmless from and against suits, claims, losses, liabilities, actions, damages and expenses including but not limited to loss of life, bodily or personal injury, property damage or loss of income which may arise against Landlord and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Leased Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; from any occurrence in, upon or at the Leased Premises or the occupancy or use by Tenant of said Leased Premises or the Property, or any part thereof. Tenant shall store its property and occupy the Leased Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise or equipment, fixtures or other personal property of Tenant or to Tenant's business; and Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building, roof, equipment, machinery, utilities, appliances or apparatus therein. Nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage, leakage, steam, running or the overflow of water from the roof or sewage in any part of said premises or for any injury or damage caused by or resulting from Acts of God. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or the Property or of defects therein or in any fixtures or equipment. In case Landlord shall, upon the fault



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of Tenant, be made a party to any litigation commenced by or against Tenant, then Tenant shall, at its own cost and expense, defend any such suits or actions, and if Tenant fails to do so, Landlord may, at the cost and expense of Tenant and upon prior written notice to Tenant, defend any such suits or actions. In the event that fault is apportioned between Landlord & Tenant than Tenant shall reimburse Landlord for the portion of Landlord's cost and expenses attributable to the percentages of Tenant's fault. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease. **Notwithstanding anything to the contrary contained herein, Tenant's indemnification shall not extend to the gross negligence of Landlord.**

In the event Tenant has subsidiaries or intends to operate more than one business from the Leased Premises; which occupy the leased space; or leases part of the premises to a subtenant with Landlord's prior written consent as otherwise required under the terms of this lease (hereinafter these entities whether legally related or not shall be referred to as "related entities"); it is hereby understood and agreed that Tenant shall secure whatever occupational licenses and permits may be deemed necessary for said related entities and shall guarantee compliance on behalf of said related entities as to all governmental regulations that may affect, directly or indirectly, the operation of said related entity.

Furthermore, Tenant shall secure liability coverage for all related entities in an amount of not less that that required from Tenant under the terms and conditions of this Lease. These related entities shall be named additional insureds under the Tenant's policy of insurance or proof that such related entity has a separate liability policy in compliance with the terms and conditions set forth in this lease and shall be supplied to Landlord upon the execution of this Lease but in no event later than concurrent with the related entity's occupation of the Leased Premises. Said entities and all subsidiaries shall be subject to and comply with all provisions herein.

Tenant shall indemnify and hold Landlord harmless from any and all liability which may arise as a result of the operation of said related entities. In addition, Tenant indemnifies and holds Landlord harmless from any and all liability for actions brought against Landlord by any individual or entity as a result of the operation or negligence of any related entity, their agents, servants, employees, licensees, visitor, customers, patrons, or invitees.

22. TENANT'S INSURANCE COVERAGE.

a. Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's agents should then use or occupy any portion of the Leased Premises), it shall keep in force, with an insurance company licensed to do business in the State of Florida, and acceptable to Landlord, comprehensive general liability insurance, including property damage, in the amount of not less than One Million Dollars ($1,000,000.00) and property damage insurance, including improvements and betterment insurance, with limits of not less than the full replacement value of Tenant's improvements to the Leased Premises (without deductible in so far as liability coverage is concerned and with not more than Five thousand Dollars ($5,000.00)



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deductible in so far as property damage is concerned). Such policies shall: (1) include Landlord and Landlord's property manager as additional insureds, and shall include Landlord and Landlord's lender, if any, as additional insured/Loss Payee, (2) be considered primary insurance, (3) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under paragraph 21, and (4) provide that it may not be canceled or changed without at least thirty (30) days prior written notice to Landlord from the company providing such insurance. Tenant will also maintain throughout the Lease Term worker's compensation insurance with not less than the statutory limits of coverage, and (5) shall include coverage for assault and battery. **Tenant is a municipality and is Self-Insured, as such Landlord will be named as a Certificate Holder, not as Additional Insured.**

b. The insurance coverages to be provided by Tenant will be for a period of not less than one (1) year. At least fifteen (15) days prior to the Lease Commencement Date, Tenant will deliver to Landlord original certificates of all such paid-up insurance; thereafter, at least fifteen (15) days prior to the expiration of any policy, Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring.

23. SUBROGATION. Each party will look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Tenant hereby waives and releases all rights of subrogation under Tenant's insurance policies discussed in Paragraph 22 and Tenant will cause each such insurance policy to be properly endorsed to evidence such waiver and release of subrogation in favor of Landlord.

24. RISK OF LOSS OF PERSONAL PROPERTY. All personal property, including removable trade fixtures, placed or moved into the Leased Premises or Property shall be at the sole risk of the Tenant or other owner of such personal property. Neither Landlord nor Landlord's property manager shall be liable to Tenant or others for any damage or loss of personal property or fixtures arising from theft, vandalism, HVAC malfunction, electrical malfunction, bursting or leaking of water or sewer pipes, or any act or omission of any other Tenant or occupant of the building or any other person or entity.

25. ASSIGNMENT AND SUBLETTING. Tenant shall neither voluntarily nor by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other persons (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Leased Premises, or any portion thereof without the prior written consent of Landlord, which consent will not be unreasonably withheld by the Landlord. If Tenant desires to assign or sublet all or a portion of the Leased Premises, Tenant shall first advise Landlord in writing of the name, proposed use of Leased Premises and such financial information as Landlord may reasonably require applicable to the proposed assignee or subtenant. Tenant shall also accompany such request for consent with a copy of the proposed assignment or sublease any other agreements to be entered into concurrently with such assignment or



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sublease. It shall not be unreasonable for Landlord to withhold consent if the reputation, financial responsibility or business of proposed assignee or subtenant is reasonably unacceptable to Landlord or if the intended use by the proposed assignee or subtenant is not to the use of the Leased Premises authorized Tenant by the provisions of this Lease or if the proposed assignee or subtenant is a present or former Tenant of the Property. Landlord may charge an assignment fee not to exceed **three (3)** month's Rent. A transfer of ten percent (10%) or more of any interest in the Tenant's entity or this Lease (whether by stock, partnership interest or otherwise) will be deemed an assignment of this Lease. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person. Any assignment or subletting without written consent shall be void, and shall, at the option of the Landlord, constitute a default under this Lease. In the event the Landlord consents to any such assignment or subletting, it shall also have the right to amend the terms and conditions of the Lease to reflect current market conditions.

If this Lease is assigned, or if the Leased Premises or any part thereof is sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect or accept Rent from the assignee, subtenant, or occupant and apply the net amount collected or accepted to the Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant, nor shall it be construed as or implied to be, a release of the Tenant from further observance and performance by the Tenant of the terms, provisions, covenants and conditions of this Lease.

In the event part of the Leased Premises are assigned or sublet, the Tenant shall comply with all indemnification provisions regarding related entities as set forth in paragraph 21 of this Lease as to such subtenant or assignee. In the event of any assignment or subletting of the entire leased premises, then the new Tenant shall comply with all indemnification provisions for related entities as set forth in paragraph 21 herein. Nothing contained herein shall preclude the requirement that the Tenant obtain the Landlord's prior written consent to sublet any part of the leased Premises or to assign any part of this Lease.

26. SUCCESSORS AND ASSIGNS. All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant, its heirs, successors and/or assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed covenants running with the land.

27. ESTOPPEL CERTIFICATE. Tenant agrees that from time to time, upon not less than five (5) business days prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Landlord is not in default of any provisions of this Lease, or if in default, the nature thereof in detail; and such additional information as Landlord or Landlord's lender may reasonably request. If



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Tenant fails to timely deliver such statement, Tenant shall be deemed to have acknowledged that the matters contained in the Estoppel Certificate as completed by Landlord on behalf of Tenant are true and correct.

28. SUBORDINATION. Tenant shall acknowledge that this Lease shall be subordinate to any mortgages, now or hereafter encumbering the Property or any part or component thereof, and to all advances made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be deemed necessary by any mortgagee. However, Tenant shall, upon request of any party in interest, execute promptly any reasonable instrument or certificate of subordination of this Lease. If Tenant fails to execute and deliver such instruments within five (5) business days after receipt of a request by Landlord, Tenant hereby irrevocably constitutes and appoints Landlord as its attorney-in-fact to complete, execute and deliver the instruments on its behalf.

If the Property and/or Leased Premises are at any time subject to a mortgage, and Tenant has received written notice from mortgagee of same, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's mortgagee, and each Landlord's mortgagee, shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord.

29. ASSIGNMENT BY LANDLORD. If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liabilities and responsibility to Tenant thereafter accruing under this Lease or otherwise and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease.

30. FIRE AND CASUALTY: If the Leased Premises shall be partially damaged by any casualty insured under Landlord's insurance policy, Landlord shall, within a reasonable time after receipt of the insurance proceeds, repair the same and all Rent shall be abated as to that portion



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of the Leased Premises rendered untenable. If the Leased Premises are rendered wholly untenantable or if seventy-five percent (75%) of the Property is damaged to such an extent that the Property is uninhabitable in the sole judgment of the City of North Bay Village, then Landlord may elect to repair the damage in which case Rent shall cease until such time is as the Leased Premises shall become tenantable, or Landlord may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Leased Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease by Landlord pursuant to this paragraph shall cease the day following the event or damage. Unless this Lease is terminated by Landlord, the proceeds of all of Tenant's insurance claims shall be held in escrow by Landlord's agent for the purpose of repair and replacement. In the event Landlord elects to repair the damage, any abatement or cessation of Rent shall end five (5) days after completion and notice by Landlord to Tenant that the Leased Premises have been repaired, notwithstanding any provision to the contrary contained herein. The parties agree to negotiate the amount of the Rent (plus additional Rent) in the event the Leased Premises are partially destroyed. If any damage is caused by the negligence, gross negligence, willfulness, maliciousness, wantonness or recklessness of Tenant or its employees, agents, invitees, customers, patrons, contractors, guest's servants, said damage shall be promptly repaired by Tenant and there shall be no abatement of Rent.

31. EMINENT DOMAIN. If all of the Leased Premises is taken or condemned for any public or quasi-public use, or so much of the Leased Premises is taken that Landlord, in Landlord's sole discretion, cannot make the Leased Premises reasonably suitable for the use for which they are rented, then, in either event, this Lease shall terminate, at the option of either party, on the date that title vests in the condemning authority. If this Lease is terminated under the provisions of this paragraph, rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim against Landlord or against the condemning authority for the value of its leasehold estate or for the value of the unexpired Lease Term. If there is a partial taking of the Leased Premises or the Property and this Lease is not thereby terminated under the provisions of this paragraph, then, at the option of the Landlord, this Lease shall remain in full force and effect, and the Landlord shall, within a commercially reasonable time, repair and restore the remaining portion of the Leased Premises, should they be affected, to the extent necessary to render the same reasonably suitable for the use for which they are rented. Such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Property or the Leased Premises. Rent shall be prorated according to the portion of the Leased Premises which are still usable and Landlord shall not be required to expend more than the net proceeds of the condemnation award which are attributable to implementation of the cure paid to Landlord. All compensation awarded or paid upon a total or partial taking of the Leased Premises or the Property shall belong to and be the property of the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claims directly against the condemning authority for business damages and cost of removal of trade fixtures, furniture and other personal property belonging to Tenant; provided however, that no such claim shall diminish or adversely affect Landlord's award. After any partial taking of the Leased Premises which does not result in the termination of this Lease, the Base Rental for the remainder of the Lease Term shall be reduced by the same percentage that the floor area of the space taken bears to the usable square feet in the entire Leased Premises.



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32. LANDLORD'S LIEN. In addition to any statutory lien for Rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent, additional Rent, and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, licenses and other personal property of Tenant situated on the Leased Premises and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent, additional Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property at public sale upon providing the notice called for by the Uniform Commercial Code or if none is required then five (5) days notice to Tenant. Tenant hereby agrees that this Lease shall constitute a security agreement and further agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

33. DEFAULT. The occurrence of any one or more of the following events will constitute a default hereafter; (a) Tenant vacates or abandons the Leased Premises for more than fifteen (15) days; (b) Tenant fails to make any payments within 5 days after the due date; (c) Tenant fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than non-payment of sums due hereunder, and Tenant fails to cure such default within 15 days after notice thereof in writing to Tenant or if such default cannot be reasonably cured within 15 days, unless Tenant begins such cure within 15 days and diligently pursues such cure; however in no event shall the time to cure exceed sixty (60) days; or (d) Tenant petitions to be, or is declared bankrupt, or insolvent according to law, or if a receiver be appointed for Tenant, or for all or a substantial portion of its property, or if an assignment for the benefit or creditors is made by Tenant. Landlord's acceptance of payment, in whole or in part, from Tenant does not constitute a waiver of any of Landlord's rights under this Lease or provided by Florida Law.

Landlord and Tenant agree that, should Tenant lease additional space in the Property or if Tenant is presently leasing such additional space, a default under this Lease between Landlord and Tenant shall constitute a default of Tenant under all leases with Landlord, and Landlord may take any action with respect to any or all Leases as Landlord, at its sole option, may elect.

34. REMEDIES IN EVENT OF DEFAULT. Upon the occurrence of any one or more such events of default, Landlord may, at its election, exercise any one or more of the following options:

a. Terminate Tenant's right to possession under this Lease and re-enter and take possession of the Leased Premises and re-let or attempt to re-let said Leased Premises on behalf of the Tenant, at such rent and under such terms and conditions as Landlord may deem best under the



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circumstances for the purpose of reducing Tenant's liability, and Landlord shall not be deemed to have accepted a surrender of the Leased Premises, and Tenant shall be liable for all Rent which may be or become due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or re-letting, Landlord may, by delivery of written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Leased Premises, terminate and/or cancel this Lease and take possession and take possession and occupancy of the Leased Premises;

b. Declare this Lease to be terminated, and take possession of the Leased Premises whereupon the term hereby granted and all rights, title and interest of Tenant in and to the Leased Premises shall end. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rental which has accrued prior to such termination, together with all damages suffered by Landlord because of Tenant's breach of any covenant of the Lease;

c. Declare the entire remaining unpaid Rent for the balance of this Lease and any rental abatement previously given shall be nullified and all shall be immediately due and payable forthwith, and at once take action to recover and collect same, either by distress or otherwise; and/or

d. Exercise any and all rights and privileges that Landlord may have under the laws of the State of Florida, and/or of the United States of America.

The exercise by Landlord of any one or more of the options provided to it under this Lease shall not affect Landlord's right to exercise any of its other options contained in this Lease or provided by law.

e. Landlord will store Tenant's property left in the Leased Premises, at Tenant's expense, for a period of ten (10) days after which time Landlord shall have the right to sell the property at public or private sale and apply the proceeds of any such sale, first to the cost of storage and then to any amount due Landlord from Tenant. Any excess proceeds shall be delivered to Tenant's last known address.

35. ATTORNEYS' FEES. The prevailing party shall be reimbursed for all costs, including but not limited to, reasonable attorneys' fees incurred for negotiation, mediation, arbitration, written and verbal communications, correspondence, interpretation, research, all pre-trial matters, trial, all post-trial matters, all appellate levels, collections, enforcement of judgments and expenses, incurred in any litigation arising from this Lease.

36. ENTRY BY LANDLORD. **Tenant shall have the right to restrict access to certain areas for the protection of confidential information. However, Landlord shall be granted access to inspect entire premises during regular business hours with 24 hours advance written notice to Tenant, unless in the case of an emergency wherein no notice shall be required.** Landlord reserves and shall at any and all times have the right, **upon 24 hours' notice to Tenant prior to said entry; unless in case of emergency wherein no notice shall be required,** to



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enter the Leased Premises, inspect the same, supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to prospective purchasers or Tenants, to post notices of non-responsibility, and to alter, improve or repair Leased Premises and any portion of the Property that Landlord may deem necessary or desirable, without abatement of Rent and may for the purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Leased Premises shall not be blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claims for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Tenant. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

37. COMPLIANCE WITH LAW. Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Leased Premises. Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Leased Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

38. COMMON AREAS. In addition to the Leased Premises, Tenant has the right to use, in common with others, the public entrances and walkways of the Property. Such common areas serving the Property will at all times be subject to Landlord's exclusive control and management. Landlord shall have the full right and authority to make and enforce rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas.

39. SURRENDER OF PREMISES. Tenant agrees to surrender to Landlord at the end of the Lease Term and/or upon cancellation of this Lease, said Leased Premises in as good condition as said Leased Premises were at the beginning of the rent commencement date as shown in paragraph 3, ordinary wear and tear excepted unless expressly provided otherwise herein. Tenant agrees that it will give thirty (30) days prior written notice to Landlord of its intent to vacate the Leased Premises. Tenant agrees that if Tenant does not surrender said Leased Premises to Landlord at the end of the



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Lease Term, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said Leased Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said Leased Premises against Landlord on account of delay of Landlord in delivering possession of said Leased Premises to any succeeding Tenant so far as such delay is occasioned by failure of Tenant to so surrender said Leased Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice, demand, suit or judgment shall reinstate, continue or extend the Lease Term or affect any such notice, demand, suit or judgment.

No act or thing done by Landlord or its agent during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

Landlord reserves the right upon giving sixty days advance notice to Tenant, to relocate Tenant's Leased Premises to any other available rentable area of substantially equal area and equivalent rental. In the alternative, Landlord may elect to terminate this Lease by giving a written termination notice to Tenant (the "Termination Notice"), and, if Landlord gives such notice the Lease Term shall cease and expire on the 90th day after the date of the notice, with the same force and effect as is such day were the natural expiration date of the Lease Term, and on such 90th day, Tenant shall vacate the Leased Premises and surrender them to Landlord in the condition required by the Lease. Through the effective termination date, all terms and conditions of the Lease will be in full force and effect.

40. HOLDING OVER. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term hereof, without the written consent of Landlord, Tenant shall be a Tenant at will and such tenancy shall be subject to all the provisions of this Lease except that the monthly rental shall be double the monthly Rent payable for the last month immediately preceding said holding over for which the full amount of Rent was due, and, in addition thereto, Tenant shall pay to Landlord all consequential damages sustained by reason of the Tenant's retention of possession. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly Rent for which the full amount of Rent was due, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. The provisions of this paragraph shall not be construed as a consent by Landlord to the possession of the Leased Premises by Tenant after the expiration of the Lease Term, and shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other rights granted to Landlord hereunder or under law.

41. RULES AND REGULATIONS. Tenant agrees to conduct its business at all times in a high class reputable manner. Tenant agrees to comply with all applicable governmental laws, rules and regulations respecting the use of and operations and activities on the Leased Premises and



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the Property, including, sidewalks, streets, approaches, drives, and parking areas, and shall not make, suffer or permit unlawful, improper or offensive use of the Leased Premises or the Property or permit any public or private nuisance therein. Tenant shall not make any use of the Leased Premises or the Property which renders void or voidable any fire insurance policy or extended coverage insurance on the Property. Tenant agrees to pay any and all costs associated with the storage of flammable substances on same. Tenant shall not burn any trash of any kind in or about the Leased Premises or the Property. Tenant shall not display any merchandise or install any showcase, or other obstructions on the outside of the Leased Premises or in any adjacent sidewalks or passageways adjoining the Leased Premises or on the Property. Tenant shall maintain loudspeakers, noise-making devices in such manner so as to be audible only to anyone inside the Leased Premises.

Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time for operation of the Property and parking areas and protection and welfare of Property and parking areas, its Tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, entitled "Rules & Regulations" are attached hereto and are by this reference incorporated herein. Any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant providing the same are reasonable and do not deprive Tenant of its rights established under this Lease.

42. SIGNS. Landlord shall have the right to install signs on the interior and exterior of the Property and within the Leased Premises and/or change the Property's name or street address or the suite number of the Leased Premises. Landlord does not warrant or represent that Tenant shall be able to install or replace signs on or about the Leased Premises without the express written consent of Landlord **which shall not be unreasonably withheld. Tenant at Tenant's sole cost and expense, is authorized to install a panel on Landlord's existing Pylon sign. Additionally, Tenant is authorized, at Tenant's sole cost and expense, to install a sign directly above the north entrance of the Leased Premises. Tenant will be required to submit plans to the Landlord for prior approval of all signage. Upon Landlord's approval Tenant will be required to obtain proper permitting and approval from city and/or county governmental authorities.**

43. NO RECORDATION. Neither this Lease nor any part hereof, nor any memorandum of same shall be recorded by Tenant in the public records, either by itself or as a part of any document. The violation of this provision by Tenant shall, at the option of Landlord, constitute a default under this Lease.

44. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use of or occupancy of the Leased Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder.



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45. WAIVER. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Landlord of a default by Tenant shall be implied, and no express waiver by Landlord shall effect any default other than the default specified in such waiver and that only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Lease by Landlord shall be deemed to comply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

Notwithstanding anything to the contrary contained herein, in the event Tenant is in default under this lease, Landlord may, at its sole option, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default(s) for the account of Tenant, the Tenant shall pay all costs and expenses incurred by Landlord in curing such defaults including reasonable attorneys' fees, including but not limited to those for all negotiations, correspondence, communications, mediation, arbitration, administrative proceedings, pre-trial, trial and post-trial matters, which sums, together with interest at the rate of fifteen (15%) percent per annum shall be due and payable on demand, and shall be deemed to be additional Rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease.

46. DEFAULT UNDER OTHER LEASE. If the term of any lease, other than this Lease, made by either the Tenant, principals of the Tenant or companies affiliated with the Tenants, for any other space in the Property shall be terminated or terminable after making of this Lease because of any default by either Tenant, principals of the Tenant or company affiliated with the Tenant under such other Lease, such default shall, ipso facto, constitute a default hereunder and empower Landlord, at Landlord's sole option, to seek the remedies set forth in Paragraph 34.

47. SEVERABILITY. If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

48. TIME. It is understood and agreed between the parties hereto that time is of the essence as to all the terms, provisions, covenants and conditions of this Lease. Whenever the consent of Tenant shall be required hereunder such consent shall not be unreasonably withheld or



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delayed.

49. DEFINITIONS AND PARAGRAPH HEADINGS. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successor, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provision, covenants and conditions of this Lease are expressed in the total language of this Lease and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive.

50. TENDER AND DELIVERY OF LEASE INSTRUMENT. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation or option for the Leased Premises or any other space in, on or about the Property. This Lease becomes effective as upon execution and delivery by both Landlord and Tenant.

51. JOINT OBLIGATION. If more than one Tenant is a party to this Lease, the obligations hereunder imposed upon Tenant's shall be joint and several.

52. AUTHORITY OF PARTIES. The parties warrant that the person or persons executing this Lease on behalf of such party have authority to do so and fully obligate such party to all terms and provision of this Lease. If either party to this Lease is an entity, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, in accordance with a duly adopted resolution of the **Tenant's Commission approving this Lease or of the** board of directors of said entity or in accordance with the bylaws of said entity and that this Lease is binding upon said entity in accordance with its terms. Tenant warrants that it has the authority to and does hereby bind all related entities to the obligations of Tenant in the Lease.

53. LIABILITY OF LANDLORD. The liability of Landlord under this Lease is limited to Landlord's interest in the Property and land upon which it is situated, and any judgment against Landlord will be enforceable solely against Landlord's interest in said Property and land. If Landlord herein is a partnership, limited liability company or other entity, Tenant waives any and all rights to proceed against the individual partners, managers, members, officers, directors or shareholders of said entity.

54. NOTICES. Any notice given Landlord as provided for in this Lease shall be sent in writing and shall be sent to Landlord by personal delivery or by overnight delivery by nationally recognized overnight carrier, addressed to Landlord at Landlord's Property Management Office at the address listed below in this paragraph. Any notice to be given Tenant under the terms of this Lease shall be in writing and shall be sent by personal delivery or by U.S. Mail service or by overnight delivery by nationally recognized overnight carrier, to the office of Tenant in the Leased Premises in the Property **at the address listed below in this paragraph**. Notice delivered personally will be deemed to have been given as of the date of notice delivery and notices given by mail will be deemed to have been given twenty four (24) hours after the time said properly addressed notice is



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placed in the mail or with the nationally recognized overnight carrier. Either party, from time to time, by such notice, may specify another address to which subsequent notices shall be sent.

To Landlord: Causeway Tower, LLC
1666 Kennedy Causeway, #610
North Bay Village, FL 33141

To Tenant: North Bay Village
Attn: Village Manager
1666 Kennedy Causeway, Suite #__**???**___

**With Copy to Tenant Attorney: ???**

55. APPLICABLE LAW. The Lease shall be governed by the Laws of the State of Florida.

56. ADDENDUM OR RIDER. All Addenda, or Riders, if any signed by the Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof. If there is a conflict between any such Addenda, or Riders, and the printed form of this Lease, the provisions of such Addenda, or Riders, shall supersede the printed form. Jurisdiction and venue for any dispute arising from this Lease shall be in Miami-Dade County, Florida.

57. FORM ALTERATIONS. Typewritten or handwritten changes or additions inserted herein shall supersede and control if they conflict with the printed Lease form. Any such changes or additions shall not be valid or enforceable unless initialed by both parties.

58. WRITTEN AGREEMENT. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. No surrender of the Leased Premises, or of the remainder of the terms of this Lease shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

59. BROKERS. Tenant warrants that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease, except for **None.** Tenant further warrants that it knows of no other real estate broker or agent, other than those who are named above, who is entitled to a real estate commission in connection with this Lease and Tenant agrees to indemnify Landlord against any claims for commission and expenses created by such claim by any other real estate broker or agent with whom the Tenant may have dealt or communicated.

60. ENVIRONMENTAL HAZARDS. The Tenant shall not store or dispose of any hazardous materials of any type in, on or about the Leased Premises, the Property, or adjacent thereto



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without Landlord's express written consent which may be withheld for any reason whatsoever in Landlord's sole and absolute discretion. Hazardous materials shall consist of those defined as such by any local, state or federal agency, or any other toxic, corrosive reactive or ignitable material. The Tenant shall document all hazardous waste disposal, if any, and keep the same on file for five (5) years and shall document the same by one of the following types of documentation: A hazardous waste manifest; a bill of lading from a bonded hazardous substance transporter showing shipment to a licensed hazardous waste facility; or a confirmation of receipt of material from a recycler, a waste exchange operation or other permitted hazardous waste management facility. Tenant agrees not to generate hazard effluent. Tenant shall allow reasonable access to facilities for monitoring of the above by Landlord, Miami-Dade County, DERM and the Florida DER and any other applicable or controlling governmental agency to assure compliance with the above as well as any other conditions relating to the use of the subject property.

Tenant shall immediately notify Landlord in writing of any (a) spill, release, discharge or disposal of any Hazardous Materials as defined hereinabove in, on, upon, adjacent to or under the Leased Premises or any other part of the Property by Tenant or its subtenant or any of their respective agents, employees, licensees, invitees or contractors (a "Hazardous Material Event"), (b) enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened by reason of a Hazardous Material Event, (c) claim made or threatened against Tenant, the Leased Premises or any other part of the Property in any way relating to a Hazardous Material Event and (d) reports made to any environmental agency arising out of or in any way connected with a Hazardous Material Event, including complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Hazardous Materials upon, in, on, adjacent to or under the Leased Premises or any other part of the Property and/or the use of the same by Tenant or its subtenant or any of their respective agents, employees, licensees, invitees or contractors.

61. PARKING. During the Lease Term, Tenant shall have the right to use it pro-rata share, 2.6/1000 square feet, of parking spaces in the parking areas adjacent to the Property (the "Parking Lot") for parking by Tenant's employees, agents, customers, invitees and guests. Such parking shall be free of charge. If, at any time, Landlord reasonably determines that Tenant's use of the Parking Lot has exceeded the number of parking spaces allocated to Tenant, Landlord shall give Tenant written notice and Tenant shall, at Tenant's risk and at Tenant's expense, make arrangements for employee parking at a site located off the Property sufficient to reduce Tenant's use of the Parking Lot to the required ratio. Landlord may designate the area within which cars may be parked, Landlord may reserve spaces for specific purposes or Tenants, and Landlord may change any and all parking space designations from time to time. Landlord may make, modify and enforce rules and regulations relating to the parking of vehicles in the Parking Lot, and Tenant shall abide by such rules and regulations. Tenant recognizes that vandalism, theft and other crimes commonly occur in parking lots and that the costs required to prevent all such occurrences would be prohibitive. Accordingly, Tenant acknowledges and agrees that all persons using the parking facilities do so at



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their own risk and that neither Landlord nor any firm that may operate or provide security services to the Property nor any of their respective officers, employees or agents shall have any liability whatsoever for any damages, losses, or injuries to person or property of any kind sustained as a result of any occurrences on the Property, excepting those caused by acts of gross negligence or willful misconduct on the part of the respective party.

**Tenant shall be entitled to Three (3) Covered and Six (6) Not Covered parking spaces, numbers #18, #19, #20 Covered, and the location of the Six (6) Not Covered parking spaces will be on the North side of the building in front of Suite #101 as marked reserved parking spaces which is its pro-rata share. Tenant shall be allowed, at its sole cost and expense, to install pole reserved signage in front of the bumpers of the Six (6) Not Covered parking spaces noted herein. Tenant must receive prior written approval from Landlord as to the size, wording, and manner of installation. The appropriate numbered car stop will be marked with the word "Reserved". Tenant will be responsible for policing and stickering its reserved spaces. Landlord reserves the right to reassign reserved spaces at any time for any reason with 30 days notice to Tenant.**

62. INCREASED SECURITY: If at any time(s), in Landlord's sole and absolute discretion, Landlord determines that, as a result of Tenant's business operations at the Leased Premises or upon the Property, it is necessary to provide increased security for the Leased Premises and/or the Property, then Landlord may require Tenant to immediately employ such person(s), firms, devices, etc., as Landlord deems sufficient to effect such security, for any period of time that Landlord deems such need to exist, and upon request, Tenant shall employ such person(s), firms, devices, etc., and Tenant shall pay all costs in connection therewith, as and when due. Such person(s), firms, devices, etc., will be subject to Landlord's prior written approval in each instance. In the event Tenant fails to employ such person(s), firms, devices, etc., then Tenant shall be in default and Landlord may employ such person(s), firms, devices, etc. at Tenant's expense, which costs shall be deemed additional Rent. Nothing herein will impose on Landlord the obligation at any time to effect security measures for the Leased Premises and/or the Property.

63. SALE OR TRANSFER BY LANDLORD. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease for all responsibility. Tenant agrees to attorn to the purchaser or assignee in any such sale.

64. RADON GAS NOTIFICATION.

In compliance with Florida law, Landlord is required to provide the following notification:

"Radon Gas: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are



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exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

65. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA). Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Leased Premises which may be required by the ADA of 1990 and amendments thereto (hereafter "ADA"). Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Leased Premises or the Property to conform to the ADA, including, the cost of making alterations, renovation, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable costs incurred in defending claims made under the ADA, including reasonable attorneys' fees, including but not limited to those incurred by Landlord for all negotiations, correspondence, communications, mediation, arbitration, administrative proceedings, pre-trial, trial and post-trial matters.



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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESS AS TO TENANT:

TENANT:

NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

1 _____

By: _____

Print Name & Title: _____

2 _____

1. _____

By _____

2. _____

Print Name & Title: _____

WITNESS AS TO LANDLORD:

LANDLORD:

CAUSEWAY TOWER, LLC,
A Florida Limited Liability Company

1 _____

By _____

Print Name & Title: _____

2 _____



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## *RULES AND REGULATIONS*

1. **Other than as set forth in the Lease or otherwise approved by Landlord,** no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Property without the written consent of Landlord. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord and in conjunction with all city and county code compliance.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Leased Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise unscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used by them for any purposes other than for ingress and egress from their respective Leased Premises.

3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Leased Premises. Landlord may at all times keep a pass key to the Leased Premises. All keys shall be returned to Landlord promptly upon termination of this Lease. **Tenant shall have the right to restrict access to certain areas for the protection of confidential information. However, Landlord shall be granted access to inspect entire premises during regular business hours with 24 hours advance written notice to Tenant, unless in the case of an emergency wherein no notice shall be required.**

4. The bathrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.

5. Tenant shall not overload the floor of the Leased Premises or in any way deface the Leased Premises or the Property.

6. No furniture, freight or equipment of any kind shall be brought into the Property without the prior notice to Landlord and all moving of the same into or out of the Property shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the



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Property and also the times and manner of moving the same in and out of the Property. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damages done to the Property by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

**7.** Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises or the Property, or permit to suffer the Leased Premises or the Property to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Property by reason of noise, odors and/or vibrations, or interfere in any way with other Tenant's or those having business therein, nor shall any animals or birds be brought in or kept in or about the Leased Premises or the Property.

**8.** No cooking shall be done or permitted by any Tenant on the Leased Premises, nor shall the Leased Premises be used for storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purpose. **Notwithstanding the above, Tenant shall have the right to install vending machines and maintain a kitchen which may contain a microwave oven and coffee machines within the Leased Premises.**

**9.** Tenant shall not use or keep in the Leased Premises or the Property any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

**10.** Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord. **Tenant shall have the right to run computer and telephone wires to network its computer and telephone systems.**

**11.** On Saturdays, Sundays and legal holidays, and on other days between the hours of 5:30pm and 8:00am the following day, access to the Property, or to the halls, corridors, elevators or stairways in the Property, or to the Leased Premises may be refused unless the person seeking access is known to the person or employee of the Property in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Property of any person. In case of invasion, riot, mob, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Property during the continuance of the same by closing of the doors or otherwise, for the safety of the Tenant's and protection of property in the Property and the Property itself. **Notwithstanding the above, Tenant shall have the right of access and use of their Leased Premises 24 hours per day and 7 days per week.**

**12.** Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who



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shall in any manner do any act in violation of any of the rules and regulations of the Property.

**13.** No vending machine or machines of any description shall be installed, maintained or operated upon the Leased Premises without the written consent of the Landlord. **Tenant shall have the right to install vending machines within their Leased Premises without prior approval from Landlord.**

**14.** Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name, street address, and/or suite number of the Property and/or the Leased Premises.

**15.** Tenant shall not disturb, solicit, or canvas any occupant of the Property and shall cooperate to prevent same.

**16.** Without the written consent of Landlord, Tenant shall not use the name of the Property in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

**17.** Landlord shall have the right to control and operate the public portions of the Property, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the Tenant(s), in such manner as it deems best for the benefit of the Tenant(s) generally.

**18.** All entrances doors in the Leased Premises shall be left locked when the Leased Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Leased Premises.

**19.** Landlord will maintain an alphabetical Directory Board on the ground floor lobby of the Property containing one name for each Tenant. Additional listings will be limited to only those required by law **or as otherwise set forth in the Lease**.

**20.** Tenant, its officers, agents, servants and employees shall, before leaving Leased Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Each Tenant, before the closing of the day and leaving the said Leased Premises shall see that all blinds and/or draperies are pulled and drawn, and shall see that all doors are locked.

**21.** All contractors and/or technicians performing work for Tenant within the Leased Premises or the Property shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Property or the Leased Premises. None of this work shall be done by Tenant without Landlord's prior written consent.



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**22.** Except in an emergency, neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Property without the written consent of Landlord.

**23.** Tenant is cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through the doors of the Leased Premises. Large pieces should be made in parts and set up in the Leased Premises. Landlord reserves the right to refuse to allow to be placed in the Property any furniture or equipment of any description which do not comply with the above conditions.

**24.** If the Leased Premises become infested with vermin, Tenant, at its sole cost and expense shall cause its Leased Premises and any other affected areas to be exterminated from time to time, to the satisfaction of Landlord and shall employ exterminators that are approved by the Landlord.

**25.** Per the Florida Clean Indoor Air Act smoking is strictly prohibited in public buildings. This building is designated as a NO SMOKING Building. Smoking is prohibited anywhere inside the building.

**26.** All locks installed within the Leased Premises including exterior door locks that lead to the common area hallways must be Schlage locks and must be keyed to the building master. **Notwithstanding the above, Tenant shall have the right to have certain areas which are not keyed to the building master to protect confidential files.**



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# NORTH BAY VILLAGE POLICE DEPARTMENT

## RECOMMENDATION MEMORANDUM

**DATE:** **February 13, 2014**

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

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

**PRESENTED BY STAFF:**
**Robert Daniels, Police Chief**

**SUBJECT:** **March 11, 2014 Commission Agenda-Request to Execute Law Enforcement Mutual Aid Agreements.**

---

**RECOMMENDATION:**
It is recommended that the Village Commission approve the attached Law Enforcement Mutual Aid Agreements with the City of Miami, Bal Harbour Village and Town of Bay Harbor Islands.

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

**BUDGETARY IMPACT:**
There will be no impact to the General Fund

**PERSONNEL IMPACT:**
North Bay Village Officers will assist the various municipalities should the need arise.

**CONTACT:**
Robert J. Daniels, Chief of Police

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

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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:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

> **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH THE CITY OF MIAMI, BAL HARBOR VILLAGE, AND THE TOWN OF BAY HARBOR ISLANDS; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

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

**RESOLUTION NO: _____**

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

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

**WHEREAS,** North Bay Village and the City of Miami, Bal Harbor Village, and the Town of Bay Harbor Islands have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act to enter into a Mutual Aid Agreements for the rendering of law enforcement assistance.

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

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

**Section 2**. **Approval Agreement.** The Mutual Aid Agreement between North Bay Village and the City of Miami, Bal Harbor Village, and the Town of Bay Harbor Islands for law enforcement services are hereby approved.



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**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 Agreement.** The Village Manager and the 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 Commissioner Jorge Gonzalez, seconded by Mayor Connie Leon-Kreps. The votes were as follows:

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 11th day of March, 2014.

_____
Connie Leon-Kreps
Mayor

**ATTEST:**

_____
Yvonne P. Hamilton
Village Clerk



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

_____

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

North Bay Village Resolution: Mutual Aid Agreements with City of Miami, Bal Harbor, and Bay Harbor Islands.



10F(5)

# City of Miami

Victoria Méndez
City Attorney

Telephone: (305) 416-1800
Telecopier: (305) 416-1801
E-MAIL: Law@miamigov.com

January 29, 2014

Chief Robert Daniels
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

RE: North Bay Village - Mutual Aid Agreement

Dear Chief Robert Daniels:

While reviewing our mutual aid agreements, we noticed that we do not have a current executed mutual aid agreement with your agency. I have, therefore, enclosed a mutual aid agreement for your consideration. We hope that you will execute the enclosed agreement to facilitate the working relationship between our two departments.

Enclosed please find three (3) original Mutual Aid Agreements between the City of Miami and North Bay Village. Please sign and forward the agreements to the appropriate North Bay Village officials for their signature and return them to our agency for execution and filing with the Florida Department of Law Enforcement. One of the originals will be mailed to you for your files.

Please be assured of our continuing cooperation in matters of mutual professional concern. Should you require further assistance, please do not hesitate to contact me at (305) 603-6110.

Sincerely,

George K. Wysong, III
Assistant City Attorney

Enclosures

ct:Document 431479

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**COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF MIAMI, FLORIDA AND NORTH BAY VILLAGE, FLORIDA**

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

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

**WHEREAS**, it is in the best interest and advantage of the City of Miami and North Bay Village to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

(3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

**WHEREAS**, the City of Miami and North Bay Village have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

(2) Permits the provision of operational assistance to meet a request for assistance due to a civil disturbance or other emergency as defined in Section 252.34, Florida Statutes; and

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

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

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

b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and North Bay Village for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of

Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.

c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and North Bay Village for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.

d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and North Bay Village for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to

emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

**SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.

13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

**SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE**

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

## SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

### a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

### b. CONFLICTS:

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

### c. HANDLING COMPLAINTS:

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

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

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

**SECTION V: LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

**SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a. Employees of the City of Miami and North Bay Village when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

**SECTION VII: FORFEITURES**

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

**SECTION VIII: INSURANCE**

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, 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 the notice or actual knowledge of such change.

**SECTION IX: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until February 28, 2019. Under no circumstances may this agreement be renewed, amended or extended except in writing.

**SECTION X: CANCELLATION**

Either party may cancel its participation in this agreement upon sixty (60) days written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

**IN WITNESS WHEREOF**, the parties hereto cause to these presents to be signed on the date first written above.

**AGREED AND ACKNOWLEDGED** this_____day of _____, 2014.

_____
FRANK ROLLASON
Village Manager
North Bay Village, Florida
Date:_____

ATTEST:

_____
YVONNE HAMILTON
Village Clerk
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
ROBERT SWITKES
Interim Village Attorney
North Bay Village, Florida

_____
ROBERT DANIELS
Chief of Police
North Bay Village, Florida

_____
JOHNNY MARTINEZ
City Manager
City of Miami, Florida
Date:_____

ATTEST:

_____
TODD B. HANNON
City Clerk
City of Miami, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VICTORIA MÉNDEZ
City Attorney
City of Miami, Florida

_____
MANUEL OROSA
Chief of Police
City of Miami, Florida

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
CALVIN ELLIS
Risk Management Director
City of Miami, Florida

# MUTUAL AID AGREEMENT

## BETWEEN NORTH BAY VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS

## WITNESSETH

**WHEREAS**, it is the responsibility of the governments of North Bay Village, Florida, and the Town of Bay Harbor Islands, Florida (collectively, the "Parties") to ensure the public safety of their citizens by providing adequate levels of police service to assess any foreseeable routine or emergency situation; and

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

**WHEREAS**, the Parties 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:

(1) Intensive situations including, but not limited to emergencies as defined under Section 252.34(3), Florida Statutes; and
(2) 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

**WHEREAS**, the Parties have authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

(1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and
(2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

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

## SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

## SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

The Chief of Police for North Bay Village and the Chief of Police for the Town of Bay Harbor Islands (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

## SECTION III: POLICY AND PROCEDURE

(a) In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head, or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.

(b) The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.

(c) Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in the furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

## SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

(a) Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of North Bay Village or Bay Harbor Islands 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 political subdivision in which they are normally employed.

(b) Each Party agrees to furnish the 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 any equipment 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 section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. However, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.

(e) All of 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 which apply to the activity of such officers, agents or employee of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to 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 Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

**SECTION V: FORFEITURE**

It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. Seized property shall be forfeited and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

**SECTION VI: INDEMNIFICATION**

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

**SECTION VII: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until the expiration of a period of five (5) years from the date hereof, unless terminated prior thereto by any or all of the Parties herein.

**SECTION VII: CANCELLATION**

This agreement may be cancelled by any Party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

**IN WITNESS WHEREOF**, the Parties hereto cause these presents to be signed on the date specified.

| | |
|---|---|
| _____ | _____ |
| Frank Rollason<br>Village Manager<br>North Bay Village | Ronald J. Wasson<br>Town Manager<br>Town of Bay Harbor Islands |
| Date: _____ | Date: _____ |
| _____ | _____ |
| Robert J. Daniels<br>Chief of Police<br>North Bay Village, Florida | Sean Hemingway<br>Chief of Police<br>Bay Harbor Islands, Florida |
| Date: _____ | Date: _____ |
| ATTEST: | ATTEST: |
| _____ | _____ |
| Yvonne P. Hamilton<br>Village Clerk<br>North Bay Village, Florida | Marlene Marante<br>Town Clerk<br>Town of Bay Harbor Islands, Florida |

**JOINT DECLARATION BETWEEN**
**NORTH BAY VILLAGE AND THE TOWN OF BAY HARBOR ISLANDS**
**PURSUANT TO A MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by North Bay Village, Florida and the Town of Bay Harbor Islands, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from or disturbances within detention facilities.

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

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.

9. Enemy attack.

10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals and conventions.

12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units, e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.

15. Joint training in areas of mutual need.

16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

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

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.

3. Communications instructions will be included in each request for mutual aid.

4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

**AGREED TO AND ACKNOWLEDGED this_____ day of_____, 2014.**

| | |
|---|---|
| _____ | _____ |
| Robert J. Daniels | Sean Hemingway |
| Chief of Police | Chief of Police |
| North Bay Village, Florida | Bay Harbor Islands, Florida |
| Date: _____ | Date: _____ |

ATTEST:

_____
Yvonne P. Hamilton
Village Clerk
North Bay Village, Florida

Approved as to form
And legal sufficiency:

_____
Village Attorney
North Bay Village, Florida

Date: _____

ATTEST:

_____
Marlene Marante
Town Clerk
Bay Harbor Islands, Florida

Approved as to form
and legal sufficiency:

_____
City Attorney
Town of Bay Harbor Islands, Florida

Date: _____

# MUTUAL AID AGREEMENT

## BETWEEN NORTH BAY VILLAGE AND BAL HARBOUR VILLAGE

## WITNESSETH

**WHEREAS**, it is the responsibility of the governments of North Bay Village, Florida, and Bal Harbour Village, Florida (collectively, the "Parties") to ensure the public safety of their citizens by providing adequate levels of police service to assess any foreseeable routine or emergency situation; and

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

**WHEREAS**, the Parties 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:

(1) Intensive situations including, but not limited to emergencies as defined under Section 252.34(3), Florida Statutes; and
(2) 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

**WHEREAS**, the Parties have authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into:

(1) A requested operational assistance agreement for the requesting and rendering of assistance in law enforcement intensive situations and emergencies; and
(2) A voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines.

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

## SECTION I: DESCRIPTION

This Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations and combines elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

## SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

The Chief of Police for North Bay Village and the Chief of Police for Bal Harbour Village (collectively "Agency Heads") may execute a joint declaration, enumerating the specific conditions under which aid may be requested or rendered pursuant to this Agreement (the "Joint Declaration"). Subsequent to execution, a Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration may be amended at any time upon the mutual assent of the Agency Heads.

## SECTION III: POLICY AND PROCEDURE

(a) In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the Agency requiring assistance shall notify the Agency, Agency Head, or his/her designee from whom such assistance is required. The Agency Head or authorized agency representative whose assistance is sought shall evaluate the situation and the Agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate. The Agency Head's decision in this regard shall be final.

(b) The resources or facilities that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency Head. Such supervising officer shall be under the direct supervision and command of the Agency Head or his designee of the Agency requesting assistance.

(c) Should a violation of Florida Statutes occur in the presence of said officers representing their respective Agencies in the furtherance of this Agreement, they shall be empowered to render enforcement assistance and act in accordance with law.

## SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

(a) Members of the Agencies when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of North Bay Village or Bal Harbour Village 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 political subdivision in which they are normally employed.

(b) Each Party agrees to furnish the 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 any equipment 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 section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. However, if the requesting Agency receives compensation from the Federal Emergency Management Agency (FEMA), the requesting Agency may compensate the assisting Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering such aid as pertains to this Agreement.

(e) All of 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 which apply to the activity of such officers, agents or employee of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to 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 Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting Agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under this Agreement.

**SECTION V: FORFEITURE**

It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. Seized property shall be forfeited and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

**SECTION VI: INDEMNIFICATION**

Each Party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to provisions of Section 768.28, Florida Statutes, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

**SECTION VII: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect until the expiration of a period of five (5) years from the date hereof, unless terminated prior thereto by any or all of the Parties herein.

**SECTION VII: CANCELLATION**

This agreement may be cancelled by any Party upon delivery of written notice to the other Party or Parties. Cancellation will be at the direction of any subscribing Party.

**IN WITNESS WHEREOF**, the Parties hereto cause these presents to be signed on the date specified.

| | |
|---|---|
| _____ | _____ |
| Frank Rollason<br>Village Manager<br>North Bay Village | Jorge M. Gonzalez<br>Village Manager<br>Bal Harbour Village |
| Date: _____ | Date: _____ |
| _____ | _____ |
| Robert J. Daniels<br>Chief of Police<br>North Bay Village, Florida | Mark N. Overton<br>Chief of Police<br>Bal Harbour Village, Florida |
| Date: _____ | Date: _____ |
| ATTEST: | ATTEST: |
| _____ | _____ |
| Yvonne P. Hamilton<br>Village Clerk<br>North Bay Village, Florida | Elisa L. Horvath<br>Village Clerk<br>Bal Harbour Village, Florida |

**JOINT DECLARATION BETWEEN**
**NORTH BAY VILLAGE AND BAL HARBOUR VILLAGE PURSUANT TO A MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- Participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by North Bay Village, Florida and Bal Harbour Village, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from or disturbances within detention facilities.

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

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.

9. Enemy attack.

10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals and conventions.

12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units, e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.

15. Joint training in areas of mutual need.

16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

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

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.

3. Communications instructions will be included in each request for mutual aid.

4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

**AGREED TO AND ACKNOWLEDGED this_____ day of_____, 2014.**

| | |
|---|---|
| _____ | _____ |
| Robert J. Daniels | Mark N. Overton |
| Chief of Police | Chief of Police |
| North Bay Village, Florida | Bal Harbour Village, Florida |
| Date: _____ | Date: _____ |

ATTEST:

_____
Yvonne P. Hamilton
Village Clerk
North Bay Village, Florida

Approved as to form
And legal sufficiency:

_____
Village Attorney
North Bay Village, Florida

Date: _____

ATTEST:

_____
Elisa L. Horvath
Village Clerk
Bal Harbour Village, Florida

Approved as to form
and legal sufficiency:

_____
Village Attorney
Bal Harbour Village, Florida

Date: _____

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

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

**DATE:** **March 11, 2014**

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

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

**PRESENTED BY STAFF:** **Bert Wrains, CGFO Finance Director**

**SUBJECT:** **Visiting Nurse Program TIES**

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**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution to provide funding for the School Registered Nurse and Medical Assistant Program for Treasure Island Elementary School in the FY 2015 Budget.

**BACKGROUND:**

The City of Miami Beach has worked in conjunction with Miami Beach Chamber of Commerce and The Children's Trust to secure funding for a school Registered Nurse and Medical Assistant to service North Beach Elementary, Treasure Island Elementary and Ruth K. Broad Bay Harbor Elementary. The cost was estimated at $65,000 for one year for the RN and a cost of $30,000 for one year for the Medical Assistant.

10G(1)

Miami Beach Chamber of Commerce applied for a grant through AETNA to partially fund healthcare in our underserved schools and was awarded funds in the amount of $30,000 annually. More recently, Miami Beach has also applied for a grant through the Health Care Foundation and the Foundation has awarded funds for this effort. The Health Care Foundation has agreed to match dollar for dollar each of the Cities share of contribution toward this effort.

This program has been a success over the short life and there are additional funds available for the program from other sources. The Village is being requested to make the commitment now to put the Village's share in our FY 2015 Annual Budget. This will continue the program through the Miami Dade School year 2014-2015. The County School System is on a different cycle that is three months ahead of the Village's budget year. Their school year starts in July with school actually starting in August. They have to include these programs in their budget cycle which starts before our budget.

**FINANCIAL IMPACT:**

The Village's share of the Nurse Program will actually be reduced in FY 2015 due to the program receiving grants and revenues from other sources. The Village's cost for FY 2014 is $12,000 and was included in the FY 2014 budget. The requested funding for FY 2015 is $6,600.

**BUDGETARY IMPACT (FINANCE DEPT):**

This action will not impact the FY 2014 Budget. It will provide the Village's commitment to continue participation in the program for FY 2015.

**PERSONNEL IMPACT:**

None. Monitoring of the Program will continue to be provided by the Children's Trust and monitoring reports provided to City of Miami Beach which will in turn be distributed to all participating municipalities.

10G(2)

**RESOLUTION NO. _____**

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

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

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

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

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

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



10G-(3)

**Section 2.** **Approval of Expend Funds.** The Village Manager is authorized to expend $6,600 for the cost of a Registered Nurse for the 2014-2015 School Year.

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

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this _____ day of _____ 2014.

_____
CONNIE LEON-KREPS
MAYOR



10G(4)

**ATTEST:**

_____

YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

_____

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

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



10G(5)

**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:** March 3, 2014

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

**FROM:** Commissioner Richard Chervony

**SUBJECT:** Introduction of Resolution

---

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

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

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

FKR:yph

10G(6)

## 2012-13 SCHOOL NURSE INITIATIVE PROGRAM

| | | |
|---|---|---|
| **Income** | | |
| HFSF Grant Management | 27,900.00 | |
| North Bay Village | 12,999.00 | |
| Town of Surfside | 7,222.00 | |
| Town of Bay Harbor Islands | 7,222.00 | |
| Bal Harbor Village | 7,222.00 | |
| City of Miami Beach | 30,500.00 | |
| Aetna Voices of Health Competition | 30,000.00 | |
| Income Collected | | 123,065.00 |
| Receivables -HFSF (62,000 - 27,900) | | 34,100.00 |
| **Total Expected Income** | | **157,165.00** |
| | | |
| **Expenses** | | |
| Children's Trust | | 30,000.00 |
| Payables - Children's Trust (95,000 - 30,000) | | 65,000.00 |
| **Total Expected Expense** | | **95,000.00** |
| | | |
| **Expected Net Income** | | **62,165.00** |

10G(7)

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A NURSE INITIATIVE FOR SCHOOL YEAR 2014-2015**

This is a Memorandum of Understanding ("MOU") made and entered into this __ day of _____, 2014, by and between the **City of Miami Beach** ("**CMB**"), **North Bay Village** ("**NBV**"), the **Town of Bay Harbor Islands** ("**TBHI**"), the **Town of Surfside** ("**TS**"), **Bal Harbour Village** ("**BHV**"), and the **Miami Beach Chamber Education Foundation, Inc.** ("**MBCEF**") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children's Trust** ("**TCT**").

**WITNESSETH**

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

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

**WHEREAS,** due to the success of the Nurse Initiative during the 2013-2014 School Year, the Parties wish to implement another Nurse Initiative for the 2014-2015 School Year for the Participating Schools; and

**WHEREAS**, a Nurse Initiative program should be established at the Participating Schools for School Year 2014-2015 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

10G(8)

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Initiative for the Participating Schools during the 2014-2015 school year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide funding in the approximate amount of $98,000 for the Nurse Initiative and whereby **TCT** shall provide all salaries, fringe benefits, and costs of operations for a Health Connect in Our Schools ("HCIOS") Suite which will provide on-site healthcare services during the 2014-2015 School Year at the Participating Schools ("2014-2015 Nurse Initiative") and shall provide certain schedules and reports as follows:

    a) A full-time shared Registered Nurse who shall rotate between the three Participating Schools so that accessibility is equal amongst them pursuant to a detailed schedule that shall be provided to all of the Participating Municipalities on a weekly basis during the 2014-2015 School Year;

    b) A full-time on-site Medical Assistant at each of the Participating Schools;

    c) A Social Worker already funded by Miami-Dade County Public Schools at each of the Participating Schools;

    d) A monthly report of services provided at each of the Participating Schools shall be provided to the Participating Schools and to **MBCEF**; and

    e) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all nurse visits at the Participating Schools.

2. On or before September 1, 2014, **MBCEF** shall provide funding for the 2014-2015 Nurse Initiative from: (a) the unused funds provided by the Parties pursuant to the 2013-2014 Nurse Initiative MOU, which shall be carried over for use during the 2014-2015 School Year, and (b) the Aetna Voices of Health Award ($30,000.00).

3. On or before October 31, 2014, the **Participating Municipalities** shall provide their proportionate share of funds for the 2014-2015 Nurse Initiative to **MBCEF**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate share of funding for the 2014-2015 School Year, in addition to the carried over funds specified in paragraph 2, shall be paid by October 31, 2014 in the following amounts:

10G(9)

i) **CMB** shall provide funding in the amount of $15,400;

ii) **NBV** shall provide funding in the amount of $6,600;

iii) **TBHI** shall provide funding in the amount of $3,667;

iv) **TS** shall provide funding in the amount of $3,667; and

v) **BHV** shall provide funding in the amount of $3,667;

except that **BHV** shall provide its payment of $3,667 by September 30, 2014. The funding provided by the **Participating Municipalities** and **MBCEF** shall be made by checks made payable to Miami Beach Chamber Education Foundation, Inc.

4. **MBCEF** shall serve as the fiscal agent to collect the funds required to be paid in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.

5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this MOU by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities,** where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

6. In the event that any of the provisions in this MOU are not performed, or if the 2014-2015 Nurse Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any funds remain unused at the end of the 2014-2015 School Year, and if all of **Participating Municipalities** agree to implement a Nurse Initiative for the 2015-2016 School Year, then **MBCEF** may, as directed by the **Participating Municipalities**, hold such unused funds in escrow to be applied toward the 2015-2016 Nurse Initiative and credited toward each of the **Participating Municipalities'** proportionate share of the 2015-2016 Nurse Initiative.

106-(10)

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

**ATTEST:**

By: _____
Rafael E. Granado, City Clerk

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

By: _____
Philip Levine, Mayor

Approved as to form and
Language for execution

_____

**ATTEST:**

By: _____
Village Clerk

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

By: _____
Village Manager

Approved as to form and
Legal sufficiency

_____

**ATTEST:**

By: _____
Town Clerk

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

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

_____

10G(11)

**ATTEST:**

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

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

_____

**ATTEST:**

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

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

_____

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency

_____

F:\ATTO\TURN\AGREEMNT\INTERLOCAL MOU WITH MBCEF RE- NURSE INITIATIVE - 2014-2015 School Year.docx

10G(12)

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A NURSE INITIATIVE FOR SCHOOL YEAR 2013-2014**

This is a Memorandum of Understanding ("MOU") made and entered into this 19 day of August, 2013, by and between the **City of Miami Beach** ("**CMB**"), **North Bay Village** ("**NBV**"), the **Town of Bay Harbor Islands** ("**TBHI**"), the **Town of Surfside** ("**TS**"), **Bal Harbour Village** ("**BHV**"), and the **Miami Beach Chamber Education Foundation, Inc.** ("**MBCEF**") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative as provided herein, and as to be provided in an agreement between **MBCEF** and **The Children's Trust** ("**TCT**").

**WITNESSETH**

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

**WHEREAS,** the Parties have determined that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "Participating Schools") do not have full-time, on-site healthcare services and are, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach; and

**WHEREAS**, a Nurse Initiative program should be established at the Participating Schools as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

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

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide funding in the amount of $98,767.00 for the Nurse Initiative and whereby **TCT** shall provide all salaries, fringe benefits, and costs of operations for a Health Connect in Our Schools ("HCIOS") Suite which will provide on-site healthcare services during the 2013-2014 school year at the Participating Schools ("Nurse Initiative") and shall provide certain schedules and reports as follows:



10G(13)

a) A full-time shared Registered Nurse who shall rotate between the three Participating Schools so that accessibility is equal amongst them pursuant to a detailed schedule that shall be provided to all of the Participating Municipalities on a weekly basis during the 2013-2014 school year;

b) A full-time on-site Medical Assistant at each of the Participating Schools;

c) A Social Worker already funded by Miami-Dade County Public Schools at each of the Participating Schools;

d) A monthly report of services provided at each of the Participating Schools shall be provided to the Participating Schools and to **MBCEF**; and

e) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all nurse visits at the Participating Schools.

2. On or before August 15, 2013, **MBCEF** shall provide funding for the Nurse Initiative from the Health Foundation of South Florida Grant (School Healthcare Initiative) ($62,000.00) and the Aetna Voices of Health Award ($30,000.00).

3. On or before August 15, 2013, the **Participating Municipalities** shall provide their proportionate share of funds for the Nurse Initiative to **MBCEF**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate share of funding shall be in the following amounts:

   i) **CMB** shall provide funding in the amount of $30,500.00;

   ii) **NBV** shall provide funding in the amount of $12,999.00;

   iii) **TBHI** shall provide funding in the amount of $7,222.00;

   iv) **TS** shall provide funding in the amount of $7,222.00; and

   v) **BHV** shall provide funding in the amount of $7,222.00;

   except that **NBV** shall be permitted to provide its payment of $12,999.00 as follows: $1,749.86 before August 15, 2013 and $11,249.14 on October 2, 2013; and **BHV** shall be permitted to provide its payment of $7,222.00 as follows: $972.19 before August 15, 2013 and $6,249.81 on October 2, 2013. The funding provided by the **Participating Municipalities** and **MBCEF** shall be made by checks made payable to Miami Beach Chamber Education Foundation, Inc.



10G(14)

4. **MBCEF** shall serve as the fiscal agent to collect the funds required to be paid in paragraph 3 above and shall disperse such funds to **TCT** immediately upon **MBCEF** entering into the agreement with **TCT** referenced in paragraph 1.

5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses or damages including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by **MBCEF** or its employees, agents servants, partners, principals or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities** where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

6. In the event that any of the provisions in this MOU are not performed, or if the Nurse Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds.

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

**ATTEST:**

By: 8/19/13
Ralph Granado, City Clerk

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

By:
Edward L. Tobin
Vice-Mayor

Approved as to form and Language for execution

8/9/13 8/13/13

MIAMI BEACH INCORPORATED MARCH 26TH 1915



10G(15)

**ATTEST:**

By: _____
Village Clerk

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

By: _____ 8/19/13
Village Manager

Approved as to form and
Legal sufficiency

_____

**ATTEST:**

By: _____
Town Clerk

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

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

_____

**ATTEST:**

By: _____
Town Clerk

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

By: Michael Cathy
Mayor/Town Manager

Approved as to form and
Legal sufficiency

_____



10G(16)

**ATTEST:**

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

By: _____ Village Clerk

By: _____ Mayor/Village Manager

Approved as to form and Legal sufficiency

_____

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION FOUNDATION**

By: _____

By: _____

Approved as to form and Legal sufficiency

_____

F:\ATTO\TURN\AGREEMNT\INTERLOCAL MOU WITH MBCEF RE- NURSE INITIATIVE - Final Version 2 - August 8 2013.docx



10G(17)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# NORTH BAY VILLAGE
# RECOMMENDATION MEMORANDUM

**DATE:** **March 5, 2014**

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

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

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

**SUBJECT: Copier Machine for Village Administrative Offices**

---

## RECOMMENDATION:

It is recommended that the Commission approve the attached Resolution approving an agreement with Toshiba Business Solutions for leasing a 6540C Copier Machine, under the piggyback purchase provisions pursuant to Section 36.25(J) of the North Bay Village Code of Ordinances.

## BACKGROUND:

The lease agreement for the existing copier machine in the Village Administrative Office expired on February 28, 2014. The current copier is leased at $209.00 base rate per month plus $.00415 cents per copy. A more advanced machine with fax and color capabilities will be obtained at a lease price of $272.98 base rate per month plus $.00501per copy. The equipment is capable of handling the needs of the Village Administrative Offices in a more efficient manner.

We intend to piggyback the purchase under the State of Florida Contract No. 600-00-11-1.

10H(1)

**BUDGETARY IMPACT:**

The cost of the new machine is estimated to increase the copy expense for FY 2014 by 400.00.
Account No. 01-019-519-5400
Amount: $272.72 per month per month

**PERSONNEL IMPACT:**

None

**CONTACT:**

Frank K. Rollason, Village Manager
Yvonne P. Hamilton, Village Clerk
Bert Wrains, Finance Director

10H(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** March 5, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

> **A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR THE VILLAGE ADMINISTRATIVE OFFICES PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

10H(3)

**RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR THE VILLAGE ADMINISTRATIVE OFFICES PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

**WHEREAS**, the Village wishes to enter into a 48-month lease agreement with Toshiba Business Solutions at a monthly rate of $272.98, which includes annual maintenance; and

**WHEREAS**, the Village and the Contractor have negotiated an agreement wherein the Contractor has agreed to enter into an Agreement for the lease of a digital copier machine in accordance with the requirements; and

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

**WHEREAS**, the Village intends to piggyback the purchase from the State of Florida Contract No. 600-00-11-1.

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

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

10H(4)

**Section 2. Approval of the Agreement.** The Agreement between North Bay Village and Toshiba Business Solutions (the "Agreement"), a copy of which is attached as Exhibit "1," together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his 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 the Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement 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 foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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



10H(5)

PASSED and ADOPTED this 11th day of March 2014.

_____
MAYOR CONNIE LEON-KREPS

**ATTEST:**

_____
YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Toshiba Business Solutions: Copier Machine for Village Administrative Offices



10H(6)

**North Bay Village**
**State of Florida**
**600-00-11-1**

**TOSHIBA e STUDIO 6540C**

- *65 ppm B&W & Color Copier*
- *Automatic Duplexing Unit (standard)*
- *Finisher (MJ1103)*
- *Rail for Finisher (KN1017)*
- *Print/Scan Enabler (standard)*
- *Fax*

36 *Month Lease* ***$357.72/month*** *Service billed separately*

*48 Month Lease* ***$272.98/month*** *Service billed separately*

## ***Full Service Maintnenance***

- *Includes all consumable supplies excluding staples& paper*
- *All black and white copies per month @ .00501/copy*
- *All Color copies @ .045/copy*
- *Toshiba will deliver, setup, install, and train on new equipment at no additional charge*

10H(7)

# TOSHIBA
## BUSINESS SOLUTIONS

SALES ORDER

# S0-1.0.0

| CUSTOMER NUMBER | ORDER DATE |
|---|---|
| | |

Sales Representative:

## CUSTOMER INFORMATION

| | |
|---|---|
| Bill to Number: | Ship to Number: General Government |
| Customer Name: North Bay Village | Customer Name: North Bay Village |
| Billing Address: 1666 Kennedy Causeway | Shipping Address: 1666 Kennedy Causeway Suite 300 |
| Address 2: | Address 2: |
| City: North Bay Village State: Fl Zip: 33141 | City: North Bay Village State: Fl Zip: 33141 |
| Phone #: (305) 756 7171 Ext. Fax #: | Phone #: 305 756 7171 Ext. Fax #: |
| Contact: Yvonne Hamilton eMail: | Contact: Yvonne Hamilton eMail: |
| Customer PO #: Business Type: Government | Delivery Date: ASAP Ship: Term: 48 |

## MOVEMENT STATUS

| | |
|---|---|
| Delivery Contact: | Movement: |
| Telephone #: | |
| Delivery Hours: | |
| Stairs: | |

## EQUIPMENT AND SUPPLIES

| QTY | EQUIPMENT & ACCESSORIES | PRODUCT NUMBER | SERIAL NUMBER | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 6540c | | | | |
| 1 | Finisher | MJ1103 | | | |
| 1 | Rail for Finisher | KN1103 | | | |
| 1 | Fax | GD1270NX | | | |

| QTY | SUPPLIES | PRODUCT NUMBER | SERIAL NUMBER | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | | | |

## SPECIAL INSTRUCTIONS

48 month Lease $272.98/month

| | |
|---|---|
| Sub Total | $ |
| Installation | |
| Freight | |
| Taxable Total | $ |
| Sales Tax % | |
| Tax Paid | $ |
| Cash Paid | |
| Trade Allow | |
| Total | $ |
| Deposit | |

| | | |
|---|---|---|
| Model Trade-In: | Serial Number: | Equip. ID: |
| Sales Manager: | Office Branch: | Date: |
| Customer Name (Please Print): | Customer Name (Signature): | |

## TERMS AND CONDITIONS

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

**By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.**

**1. Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

**This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement.** Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

10H(8)

## GENERAL TERMS AND CONDITIONS OF SALE

**1. ACCEPTANCE. ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.**

**2. Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.

**3. Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer effected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.

**4. Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.

**5. Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.

**6. Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.

**7. Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

**8. Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.

**9. Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.

**10. Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.

**11. Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.

**12. Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.

**13. EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS. BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.**

**14. Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.

**15. LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 11 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.**

**16. Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.

**17. Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.

**18. No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.

**19. APPLICABLE LAW. THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.**

**20. Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.

**21. Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.

**22. Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.

**23. Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**24. Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.

**25. Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.

**26. Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.

Customer Initials: _____

10H(9)

# TOSHIBA
## BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

# MA-1.0.0

| CUSTOMER NUMBER | DATE |
|---|---|
| | |

Sales Representative: Annie Cruz

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

## CUSTOMER INFORMATION

| | | | |
|---|---|---|---|
| Customer Name: North Bay Village | | Bill to Number: | |
| Billing Address: 1666 Kennedy Causeway | | Phone #: (305) 756 7171 Ext: | Fax #: |
| Address 2: | | Contact: Yvonne Hamilton | Customer PO #: |
| City: North Bay Village | State: FL Zip: 33141 | email: | |

## INVOICE / METER COLLECTION INFORMATION

| | | |
|---|---|---|
| Meter Collection: | Electronic Invoicing: | Invoice Location: |

**SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS**

## TRANSACTION TERMS (Consolidated Minimums Per Pool)

| Pool Description | Type | Includes | Units | Minimum Payment | Payment Frequency | Excess Charge | Excess Billing Frequency |
|---|---|---|---|---|---|---|---|
| 6540C | Black Images | 0 | Clicks | $0.00 | Monthly | .00501 | Monthly |
| | Color | 0 | Clicks | $0.00 | Monthly | .045 | Monthly |
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## DECLINATION

☐ Customer is declining maintenance on the equipment listed above.

| | | |
|---|---|---|
| Printed Name: | | Signature: |
| Title: | Date: | |

## ACCEPTANCE

**THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.**

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

| | | | |
|---|---|---|---|
| Customer: | | **Toshiba Business Solutions** | |
| Printed Name: | | Printed Name: | |
| Signature: | | Signature: | |
| Title: | Date: | Title: | Effective Date: |



10H(10)

## TERMS AND CONDITIONS (CONTINUED) Customer Initials

**1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

**2. TERM.** This Contract will remain in force for one (1) year from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter which is shown on the face of this Contract. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service.

Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

**3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

**4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and printscan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

**5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of $25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

**6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Clicks each billing period. If Customer uses more than the Minimum Number of Clicks in any billing period, Customer will pay an additional amount equal to the number of metered clicks exceeding the agreed Minimum Number of Clicks times the Excess Click Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered clicks result in less than the Minimum Number of Clicks in any billing period.

Customer will provide meter readings via an automated website when requested by TBS. TBS may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

The Minimum Payment, and Excess Click Charge are subject to increase each year during the Term of this Contract by an amount not to exceed fifteen percent (15%) of the Minimum Payment and Excess Click Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

**7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Clicks and Excess Clicks metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered clicks, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

**8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

**9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

**10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at TBS normal hourly rates.

**11. EXCLUSIONS.** Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads or any of the following: _____;

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes; if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

**12. INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

**IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**

**13. GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



10H(1D

**TOSHIBA**
**BUSINESS SOLUTIONS**

# FMV LEASE AGREEMENT

**TOSHIBA**
FINANCIAL SERVICES

| APPLICATION NUMBER | AGREEMENT NUMBER |
|---|---|
| | |

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

## CUSTOMER CONTACT INFORMATION

Legal Company Name: North Bay Village — Fed. Tax ID #:
Contact Person: Yvonne Hamilton — Bill-To Phone: — Bill-To Fax:
Billing Address: 1666 Kennedy Causeway — City, State-Zip: North Bay Village, Fl 33141
Equipment Location: (if different from above) — City, State-Zip:

## TBS LOCATION

Contact Name: — Subsidiary Location:

## ITEM DESCRIPTION

| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. |
|---|---|---|
| 6540 C | | |
| Finisher | | |
| Rail for Finisher | | |
| Fax | | |
| | | |
| | | |
| | | |

☐ See attached form (Schedule "A") for Additional Equipment

## LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 48 of $ 272.98 (plus applicable taxes)
Security Deposit: $ . ☐ Received
Documentation Fee: $75.00 *(included in First Invoice)*

Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options:** You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.
1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16
3. Return Equipment

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

## LESSOR ACCEPTANCE

Toshiba Financial Services — Signature: X — Title: — Date:

## CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart hereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name: — Signature: X — Title: — Date:

## PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor — Signature: X — Date:
Print Name of 2nd Guarantor — Signature: X — Date:


SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS


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## TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.

2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or $22 (not to exceed the maximum allowed by law) as reasonable collection costs.

3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you to, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.

6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.

7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of you obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.

8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.

10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.

13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.

16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.

19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.

21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.



10H(13)

# FISCAL FUNDING ADDENDUM

| LESSEE | |
|---|---|
| Full Legal Name | North Bay Village — DBA Name (If Any) |
| Billing Address | 1666 Kennedy Causeway — Phone Number |
| City | North Bay Village — County: Dade — State: FL — Zip Code: 33141 |
| Lease Number | Lease Date |

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.

(e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

| LESSEE SIGNATURE | |
|---|---|
| Signature X | (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY) |
| Print Name | |
| Title | Date |
| Name of Government Entity | |

| ACCEPTED BY LESSOR | |
|---|---|
| Signature X | |
| Print Name | |
| Title | Date |
| Name of Corporation or Partnership | |

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10H(14)

**TOSHIBA**
BUSINESS SOLUTIONS

SP # _____
RMA # _____
Status _____

# EQUIPMENT PICK UP

Applies to Toshiba Business Solutions leased equipment. All other equipment returns must be pre-approved by Toshiba Business Solutions Leasing Department to avoid a possible breach of contract.

CUSTOMER: North Bay Village

SALES REP: Annie Cruz

MODEL/S/N: Toshiba 655 F4052

LEASE ACCOUNT #: _____

Cash Deal ☐ Lease Deal ☑ Quote Expiration Date: _____

I understand the Upgrade Equipment is:

_____ **Leased by the customer** with _____ (Leasing Company)
TBS will return this equipment and satisfy the buyout on behalf of the customer, as per the 'Customer Agreement'. Customer is responsible for the equipment to be in good working condition. Customer is responsible for any remaining payments owed on their account with TBS, including the "final meter billing."

_____ **Owned by the customer.**
TBS will pick up and dispose of the equipment but will not assume any financial obligations associated with this equipment.

_____ _____
**Customer Signature/Title** **Date**

Courtesy Return ☐ Lease End Date: _____

_____ **Competitive Equipment.**
Customer authorizes TBS to pick up and return customer's existing equipment. Customer agrees to accept stream of payments check from TBS to be used toward balance of payments due on equipment referenced above.

*Customer is responsible for:*

- Paying remaining balance on equipment referenced above
- The "good working condition" of equipment referenced above
- Providing TBS with a signed letter of intent to return equipment referenced above
- Providing TBS with (RMA) return instructions on equipment referenced above

Customer RMA contact information:

Name: _____ Fax #: _____

Phone #: _____ email: _____

*TBS is responsible for:*

- The packing and shipping of the above referenced equipment to the address on the (RMA) return instructions provided by the customer, by the due date stated on the (RMA) return instructions.

**TBS does not assume any financial obligation associated with the equipment monthly payments, taxes, renewal payments, fees, etc...**

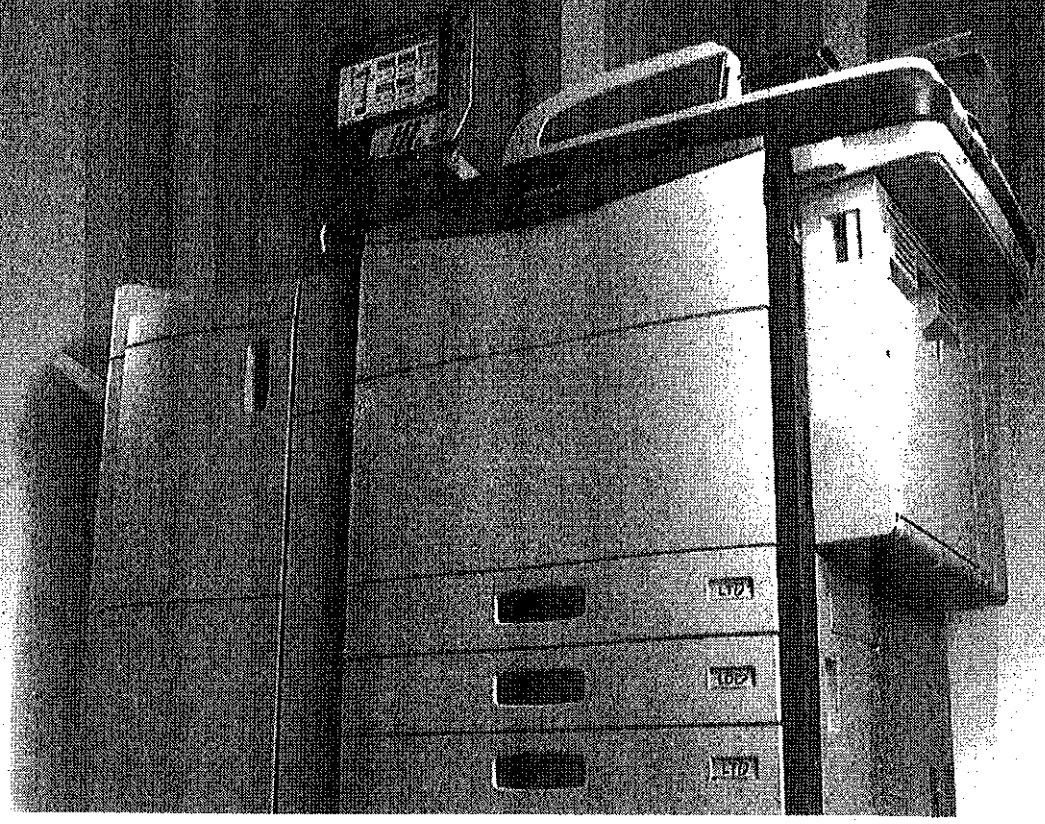
_____ _____
**Customer Signature/Title** **Date**

10H(15)

TOSHIBA
Leading Innovation >>>

- Color MFP
- Up to 65 PPM Color
- Up to 75 PPM B&W
- Med/Large Workgroup
- Copy, Print, Scan, Fax
- Secure MFP
- Eco Features

# e-STUDIO 6550C series



# High speeds and high quality color have a whole new platform.

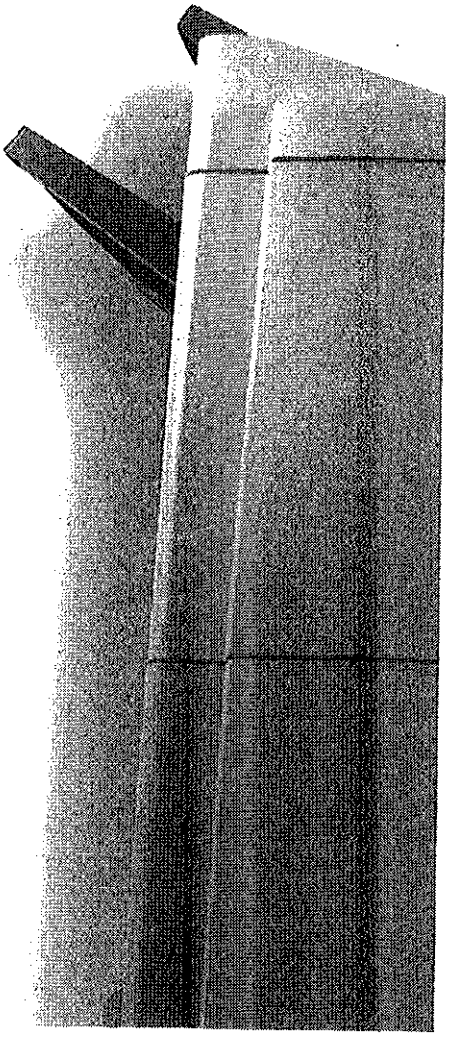
With every new series of MFPs, we look to more than a century of advanced Toshiba technology to continually improve speed, performance and functionality. Now, with the integration of the new generation e-BRIDGE platform, the possibilities are limitless. In addition to speeds up to 65 brilliant color pages per minute, the new e-STUDIO5540c/6540c/6550c platform provides increased security, connectivity, manageability, energy savings and, best of all, solutions readiness.

**There are apps for this**

Precisely what solutions and services is our newest series ready for? Applications that enhance & extend the capabilities of the MFP. That means you can keep pace with rapidly changing technology & needs just as soon as it's made available. Another example of Toshiba's advanced technology providing additional value to our customers.

**Quality and quantity**

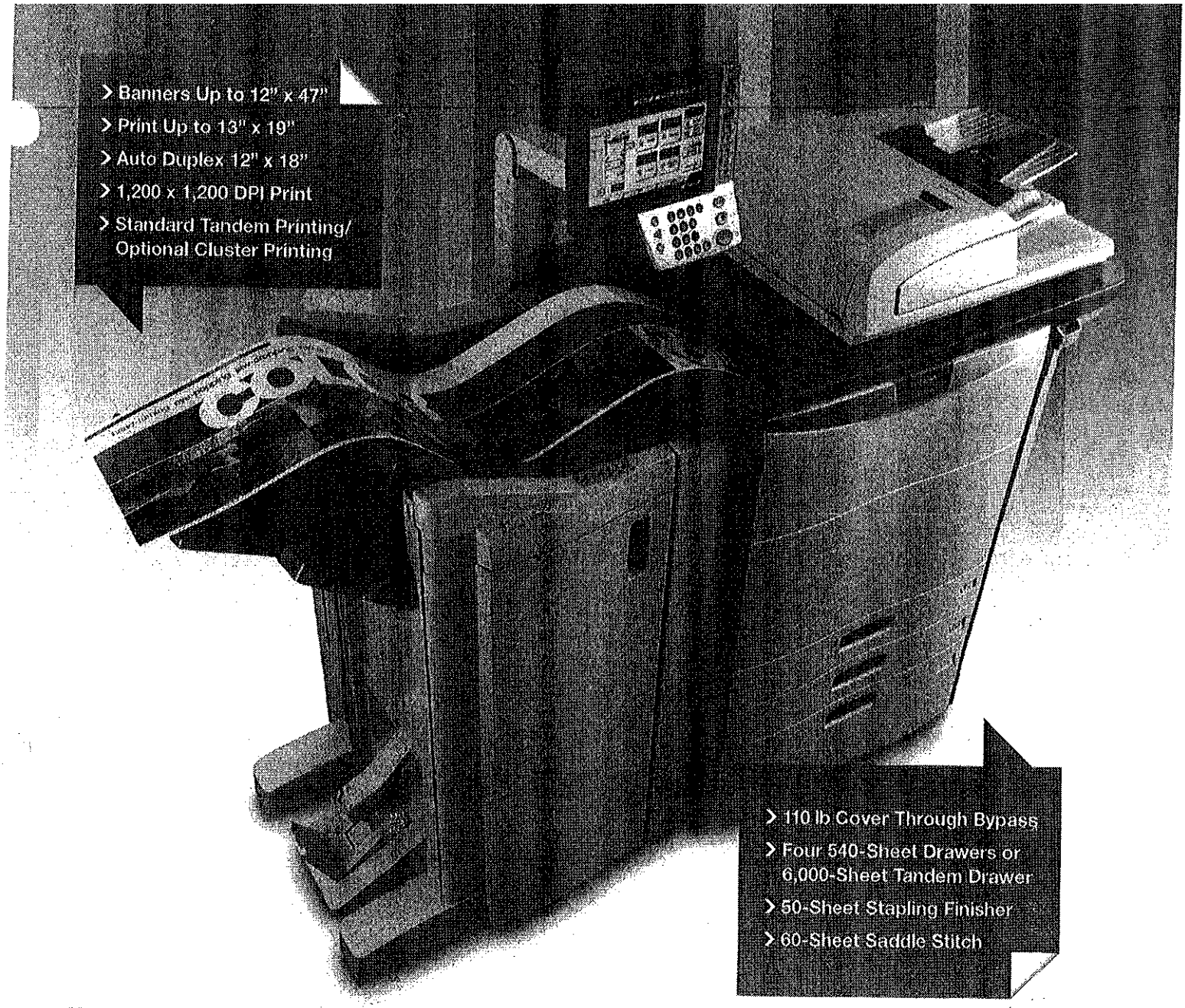
The e-STUDIO5540c/6540c/6550c also have what you've come to expect from Toshiba—industry-leading image quality, rich color, crisp text, powerful paper handling and versatile scanning. Designed for medium to large offices that have high-volume demands of the work done in color, this impressive series delivers up to 65 color pages per minute and up to 75 in black and white. It also features Gigabit connectivity, standard network scanning and printing as well as optional dual-line, high-volume Super Group 3 faxing. It's a brilliant combination of high quality color production, a full-featured black and white MFP, and a secure IT device.



e-STUDIO 5540c/6540c/6550c

**TOSHIBA**
**Leading Innovation >>>**

- New Generation e-BRIDGE Platform
- Capacity For New Apps
- Increased Security
- Greater Connectivity
- Easier Fleet Management
- Exceptionally Crisp Output
- Improved Energy Efficiency




# Make the first impressions last.

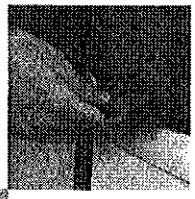
While other manufacturers have become complacent, Toshiba continues to push the envelope. Our philosophy is that there's always room to discover more by moving beyond the box. That's why we have continued to produce leading-edge technology for almost 135 years. It's also why we were able to create the new generation e-BRIDGE platform.

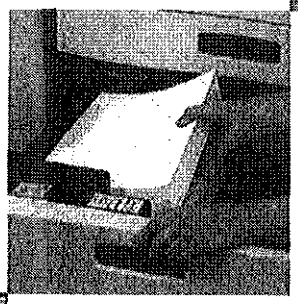
**e-STUDIO 5540c/6540c/6550c**

**Bright color, brilliant architecture**
Toshiba's patented technologies include our enhanced laser image technology that sets the standard by delivering the best in class color output. e-BRIDGE color technology provides exceptional color clarity and precise text renditions, from scanning to copying to printing, along with true 1,200 x 1,200 dpi print resolution and 600 x 600 dpi, scanning resolution.

However, today's competitive environment demands far more than exceptional scanning, copying and printing from MFPs. They've also become important IT devices. That's one of the reasons Toshiba restructured the system architecture of the e-STUDIO6550c series, allowing for better connectivity with other systems, improved response speed, and simplified fleet management and serviceability.

**The do-it-yourself MFP**
The new generation e-BRIDGE platform enables administrators to install multiple devices and perform initial settings with ease, even clone settings from other e-STUDIO models. The e-BRIDGE Fleet Management System (EFMS) is web based software that makes the centralized administration of multiple MFPs more efficient than ever. Software updates are even simple. In addition, e-BRIDGE allows for seamless integration with core business applications to streamline workflows. A new Universal Print Driver allows all users to print on all current e-STUDIO models, permits switching between PCL6 and PS3, supports multiple languages, and makes it possible for administrators to install new features by simply plugging them in without reinstalling the driver. Tandem printing is standard so large printing jobs can be distributed to two network printers for faster completion. Job Skip enables a job in standby mode to be printed ahead of a job that is temporarily stopped because paper or toner has run out. Truly, there has never been a line of MFPs that could do more with such little effort.





> 10.4" SVGA Control Panel
> Print From/Scan To USB
> Template Feature Keys
> Paper/Toner On The Fly
> Easy Replaceable Units

# Industry leaders, managed print experts.

In addition to improved functionality, connectivity, and solutions readiness, the new e-STUDIO6550c series also allows for increased security, energy savings, and manageability. While our previous MFPs were excellent in those categories, at Toshiba, we don't simply settle for excellence.

secureMFP™

**More secure than ever**

A higher level of security is achieved in several ways, including more administrator control with simple operation of advanced features. A Hard Disk AES Encryption feature and Data Overwrite come standard, and permit a security mode which complies with IEEE 2600.1—the highest security level of its kind. In fact, data remains secure even if the hard drive is stolen. Other top security features include a secure PDF encryption feature with up to 128-bit AES, IP/MAC address filtering, Role Based Access Control, an SNMPv3 protocol for enhanced security administration, and an optional IPSec protocol.

TOSHIBA eco style

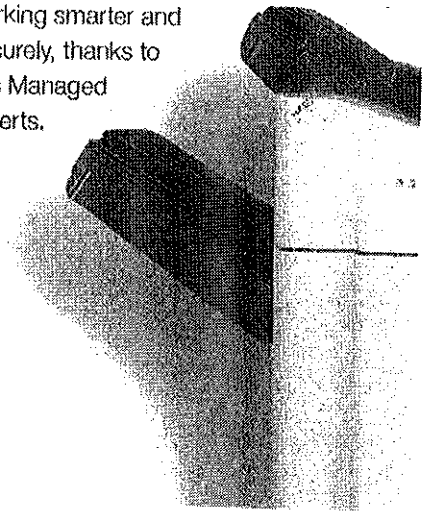
**Doing more for our planet**

Toshiba has always worked hard to keep environmental impact to a minimum, developing many of the world's leading technologies to conserve energy and protect the environment. The e-STUDIO5540c/6540c/6550c line is proof of that. A dramatic reduction in power consumption during the sleep mode—down to 5W—has been achieved, as well as an overall reduction of power by as much as 40%. The new design incorporates 30% recycled plastics, which is part of the reason there has been an impressive reduction in carbon dioxide. This new line of MFPs also qualifies for Energy Star Tier 2 compliance.

ENCOMPASS Managed Print Services

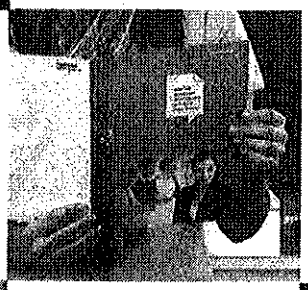
**Your Managed Print Experts**

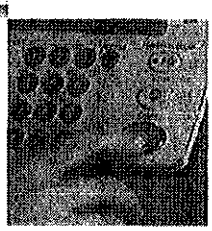
The e-STUDIO5540c/6540c/6550c series puts far more control in your hands. If you'd like to optimize your entire fleet of MFPs, copiers and printers, turn to our Managed Print Experts. We can help you find ways to control costs and save up to 40% on your document output expenses. Learn how to print smarter using rules-based network printing that allows you to set printing parameters such as size, volume and color restrictions. We'll also analyze your entire document fleet to find points of vulnerability and develop the best security plan for your business. In short, you can save money and the environment while working smarter and more securely, thanks to Toshiba's Managed Print Experts.



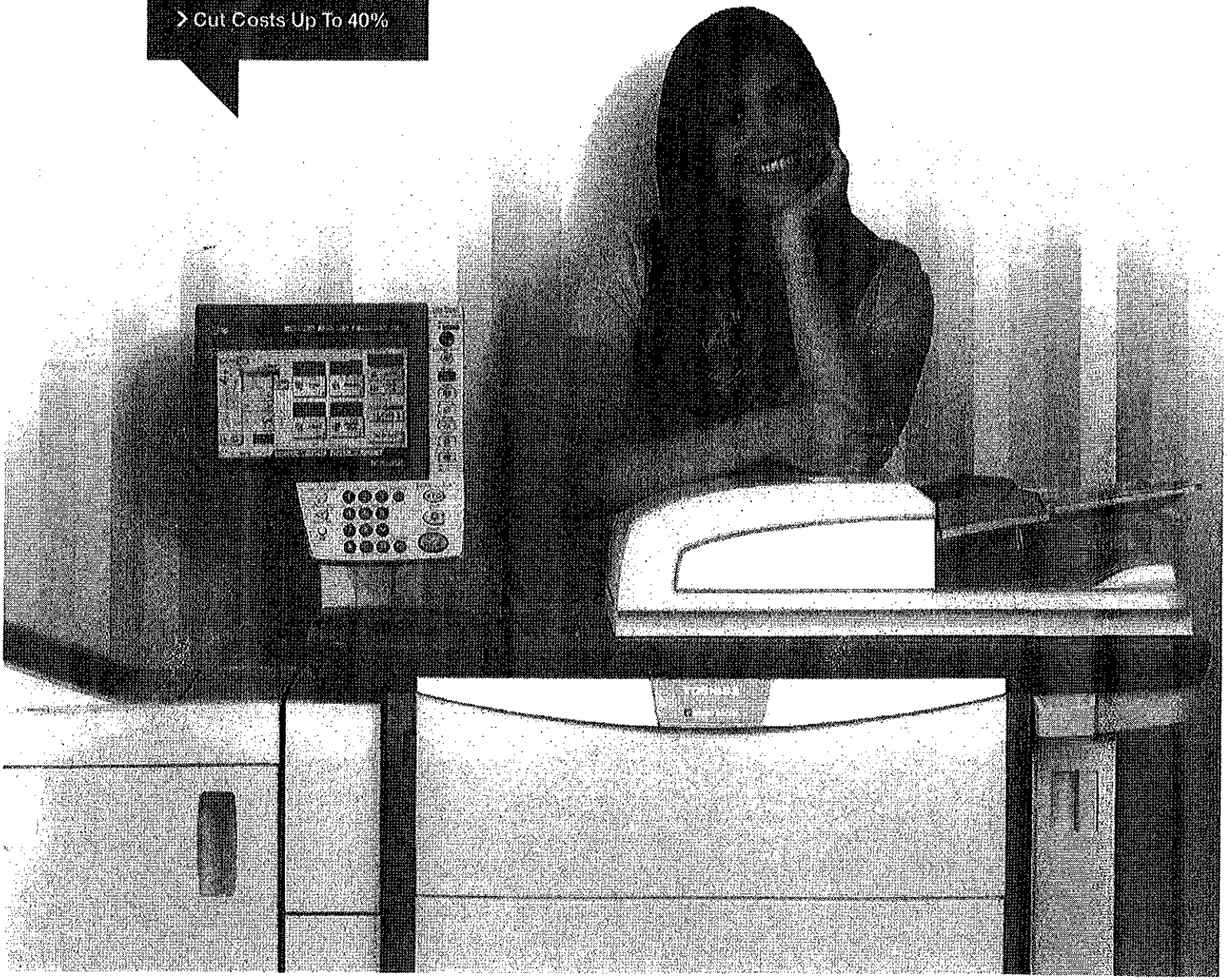
e-STUDIO 5540c/6540c/6550c

**TOSHIBA**
Leading Innovation >>>



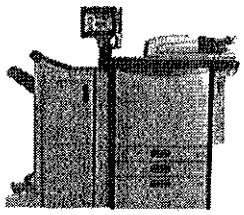


- Enhanced Standard Security Features
- Reduced Power Usage
- Energy Star Tier 2
- Print Smarter
- Cut Costs Up To 40%



# e-STUDIO 5540c/6540c/6550c

**TOSHIBA**
**Leading Innovation >>>**



- > Color MFP
- > Up to 65 PPM Color
- > Up to 75 PPM B&W
- > Med/Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > Eco Features

## Specifications

| | |
|---|---|
| Copying Process | 4-Drum Electrostatic Photographic Transfer System with Internal Transfer Belt |
| Copying Type | 4-Beam Color Laser (8 bit) |
| Copy/Print Resolution | 600 x 600 dpi/1200 x 1200 dpi |
| Copy/Print Speed | e-STUDIO5540c – 55 PPM Color / 55 PPM B&W<br>e-STUDIO6540c – 65 PPM Color / 65 PPM B&W<br>e-STUDIO6550c – 65 PPM Color / 75 PPM B&W |
| Warm-Up Time | Approx. 180 Seconds |
| First Copy Out Time | e-STUDIO5540c–6.5 Seconds Color / 5.3 Seconds B&W<br>e-STUDIO6540c – 6.5 Seconds Color / 5.3 Seconds B&W<br>e-STUDIO6550c – 6.5 Seconds Color / 4.6 Seconds B&W |
| Duty Cycle | 225K / 250K / 275K Copies |
| Multiple Copying | Up to 9999 Copies |
| Acceptable Paper Size and Weight | Cassette: ST-R to 12" x 18" (17 lb Bond - 140 lb Index)<br>Bypass: ST-R to 13" x 19" (17 lb Bond - 110 lb Cover)<br>ST-R to 12" x 47" Banner (17 lb Bond - 110 lb Cover)<br>LCF: LT (17 lb Bond - 140 lb Index) |
| Memory (Min/Max) | Page + Main Memory: 2 GB, PowerPC 1.5 GHz Processor<br>HD: 80+ GB |
| Reduction/Enlargement | 25% to 400% |
| Bypass | 100-Sheet Bypass (17 lb Bond - 110 lb Cover) |
| Control Panel | 10.4 Color Super SVGA Tiltable LCD Touch Panel |
| Paper Supply | Up to 6,000-Sheet Input Capacity (Tandem Version + LCF)<br>4 Drawer Version: 4 x 540-Sheet Cassettes (2,160 Sheets)<br>Tandem Version: 2 x 540-Sheet Cassettes + 2,320-Sheet LCF<br>100-Sheet Bypass<br>Optional 1 x 2,500-Sheet LCF |
| Duplex | Standard Automatic Duplex Unit (17 lb Bond - 140 lb Index) |
| Dimensions | Approx. 38.582" x 27.480" x 60.629" (W x D x H)<br>Weight Approx. 573 lb |
| CMYK Toner Yield | CMY: 29.5K, K: 77.4K |
| Power Supply | 120 V, 20 Amps |
| Power Consumption | Maximum 2.2 kW |

## Print Specifications

| | |
|---|---|
| PDL Support | PCL6 & PostScript 3 |
| Operating Systems | Netware 6.x, Windows XP, Windows Server 2003, 2008, Vista, Citrix MetaFrame, Macintosh, Linux, UNIX |
| Protocol Support | IPX/SPX, TCP/IP, V4/V6 Dual Stack, Ethertalk, AppleTalk PAP, NetBIOS Over TCP/IP, LPR/LPD, IPP, SMB, SNMP, Netware, Port 9100, Bluetooth (HCRP) |
| Drivers | Windows 2000, Server 2003/2008-Windows 7, Vista, XP<br>Macintosh OS 10.1/10.2/10.3, 10.4, 10.5 (OS 10.4 PPD)<br>UNIX, AS400 via iData & Port 9100, SAP R/3 |
| Connectivity | 10/100/1000BaseTX Ethernet, 802.11b/g<br>Wireless LAN, USB, Bluetooth (HCRP) |
| Device Management | TopAccess |
| Certification | Windows (XP, Vista, 7, 2003, 2008) (WHQL) Novell |

## Scan Specifications

| | |
|---|---|
| Scan Resolution | Up to 600 dpi |
| Scan Speed | Up to 77 SPM Color / 77 SPM B&W |
| File Format | TIFF, PDF, JPEG, XPS |

## Facsimile Specifications

| | |
|---|---|
| Compatibility | Super G3 |
| Data Compression | MH / MR / MMR /JBIG |
| Transmission Speed | Approx. 3 Seconds Per Page |
| Fax Modem Speed | 33.6 Kbps |
| Fax Memory | 500 MB Transmission, 200 MB Reception (HDD) |
| Memory Transmission | 100 Jobs, 1,000 Destinations Max.<br>400 Destinations /Job |
| Scan Speed | .7 Seconds Per Page, Maximum 50 SPM |

## E-Filing Specifications

| | |
|---|---|
| Operation Method | Color Touch Screen Control Panel or Client PC |
| Number of Boxes | 1 Public Box, 200 Private User Boxes |
| Capacity of Boxes | 100 Folders Per Box, 400 Documents Per Folder<br>200 Pages Per Document |

## Security (Standard)

| | |
|---|---|
| Data Encryption | 128 Bit AES |
| HDD Overwrite | Meets Department of Defense (DoD) standard 5220.22M |
| Authentication | LDAP, SMTP, Windows Server Domain |

## Accessories (Options)

### Additional Paper Options

| | |
|---|---|
| Large Capacity Feeder (LCF): 2,500-Sheet Drawer, Letter | MP2501 |

### Finishing Options

| | |
|---|---|
| Multi-Position Finisher Stationary Tray: 250-Sheets<br>Finishing Tray: 3,000-Sheets<br>Staple Capacity: 50 Sheets | MJ1103 |
| Saddle-Stitch Finisher Stationary Tray: 250-Sheets<br>Finishing Tray: 3,000-Sheets<br>Staple Capacity: 50 Sheets<br>Saddle Tray Stitcher: Up to 50 Sets | MJ1104 |
| Side Exit Tray | KA6550 |
| Hole Punch Unit (for MJ1103/MJ1104) 2- or 3-Hole Punch Capability | MJ6102 |

### Connectivity/Security Options

| | |
|---|---|
| EFI Controller (not available at launch) | GA1310EX |
| Fax Board | GD1270NX |
| 2nd Line Fax | GD1260 |
| Wireless LAN Adapter | GN1060 |
| Bluetooth Adapter | GN2010 |
| Wireless Antenna | GN3010 |
| IP SEC Enabler | GP1080 |
| Meta Scan Enabler for e-CONNECT | GS1010 |
| Advanced Scanning | GB1280T |

### Miscellaneous Options

| | |
|---|---|
| SmartCard Reader, HID iClass | ART11236 |
| SmartCard Reader, HID Prox | ART11230 |
| SmartCard Reader, Inditag | ART12161 |
| SmartCard Reader, LEGIC | ART11248 |
| SmartCard Reader, Multi ISO/Mifare | ART11443 |
| SmartCard Reader, Multi 125 | ART11242 |
| Harness Kit for Coin Controller | GQ1200 |


| | |
|---|---|
| **Corporate Office** | 2 Musick, Irvine, CA 92618-1631<br>Tel: 949-462-6000 |
| East Coast | 959 Route 46 East, 5th Floor, Parsippany, NJ 07054<br>Tel: 973-3136-2700 |
| Midwest | 8770 W. Bryn Mawr Ave., Suite 700, Chicago, IL 60631<br>Tel: 773-380-6000 |
| South | 2037 Bakers Mill Rd., Dacula, GA 30019<br>Tel: 678-546-9385 |
| West Coast | 142 Technology, Suite 150, Irvine, CA 92618<br>Tel: 949-462-6262 |
| Web Site | www.copiers.toshiba.com |



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**North Bay Village**
Administrative Offices
1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# NORTH B AY VILLAGE
# RECOMMENDATION MEMORANDUM

**DATE:** **March 3, 2014**

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

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

**PRESENTED BY STAFF: Yvonne P. Hamilton, Village Clerk**
**Robert L. Switkes, Village Attorney**

**SUBJECT: Ordinance Amending the General Election Qualifying**

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## RECOMMENDATION:

It is recommended that the Village Commission consider the attached Ordinance on first reading to change the qualifying dates for the November 4, 2014 General Election to end no later than August 29, 2014 at the request of Miami-Dade County Elections Department, who conducts the Village's elections.

## BACKGROUND:

It is customary for North Bay Village to change its General Election qualifying date to accommodate Miami-Dade County Elections Department in meeting the statutory deadline for the mailing of overseas absentee ballots 45 days prior to the election.

Pursuant to Section 5.05 of the Village Charter, which requires qualifying to commence no sooner than 75 days prior to the election date and no later than 45 days prior to the election date, qualifying should begin on August 20, 2014 and end on September 19, 2014. Section 100.3605(2) authorizes municipalities to change their qualifying dates by the adoption of an Ordinance.

12A(1)

In changing the qualifying dates this Ordinance ensures that there is no conflict with Section 34.08 of the Code of Ordinances for supplemental qualifying periods to address vacancy in candidacy and Section 5.05 for amended petitions. If the Commission chooses, provisions to address these issues could be addressed with a qualifying period that allows sufficient time to have the final qualifying documents to Miami-Dade County Elections Department by August 29, 2014.

The Miami-Dade County Election Department will not accept qualifying documents after the deadline of August 29, 2014.

**BUDGETARY IMPACT:**

There will be no cost to amend the ordinance.

**PERSONNEL IMPACT:**

There is no personnel impact regarding amendment of the ordinance.

**CONTACT:**

Frank K. Rollason, Village Manager
Yvonne P. Hamilton, Village Clerk
Robert L. Switkes, Village Attorney

12A(2)

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 4, 2014 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

**WHEREAS**, Section 5.05(A) of the Village Charter provides that candidates for the office of Mayor or Commissioner shall qualify with the Village Clerk no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the date of the General Election; and

**WHEREAS**, the qualifying dates for the November 4, 2014 General Election will be August 20, 2014 through September 19, 2014; and

**WHEREAS**, Florida Statutes 101.62(4)(a), provides that absentee ballots must be mailed to overseas voters forty-five (45) days prior to the General Election; and

**WHEREAS**, the Miami-Dade Elections Department has imposed an August 29, 2014 deadline for submittal of all qualifying documents for the November 4, 2014 General Election to allow sufficient time to prepare, print, and mail absentee and write-in ballots to overseas voters by the statutory deadlines; and

**WHEREAS**, Chapter 100, Section 100.3605(2) of the Florida Statutes authorizes municipalities to change their qualifying dates by the adoption of an Ordinance; and

**WHEREAS**, revising the Village's election qualifying dates is necessary to meet the deadlines for ballot preparation imposed by the Elections Department and will benefit the Village in providing a more efficient election.

12A(3)

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

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

**Section 2. Qualifying Dates Set.** The qualifying dates for the November 4, 2014 General Municipal Election shall be from 8:00 a.m. on _____ to 5:00 p.m. on _____.

**Section 2. Supplemental Qualifying Period.** There shall be no supplemental qualifying period once the qualifying date is closed.

**Section 3. Unopposed Candidates Elected.** If only one candidate for an elected office remains on the ballot after the close of qualifying, said candidate shall be declared elected and no election for that office shall be required.

**Section 4. Repeal.** That all ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 5. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Direction to Village Clerk.** The Village Clerk is hereby directed to submit a copy of this Ordinance to the Miami-Dade County Elections Department immediately after adoption and to transmit all appropriate qualification documentation received within the qualification period herein established to the Miami-Dade County Elections Department by August 29, 2014.

**Section 7. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.



12A(4)

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

**THE VOTES WERE AS FOLLOW:**

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

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this ____ day of _____.

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

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED** by the Commission of North Bay Village this _____ day of _____.

_____
Connie Leon-Kreps
Mayor



12A(5)

ATTEST:

_____

Yvonne Hamilton, Village Clerk

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

_____

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

North Bay Village Ordinance-Change of Qualifying Dates for the November 4, 2014 General Election.



12A(6)

MIAMI-DADE COUNTY

**Elections**
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

**miamidade.gov**

November 25, 2013

Yvonne P. Hamilton
Village Clerk
North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Dear Ms. Hamilton:

As you know, the North Bay Village General Election is scheduled on November 4, 2014, with a qualifying period of August 20, 2014, through September 19, 2014. The Elections Department is bound by the Election Laws of the State of Florida, which require the mailing of overseas absentee ballots 45 days prior to the election. As such, in order for the Elections Department to prepare, print, and meet its statutory deadline, we request that your Board change your candidate qualifying period to end no later than August 29, 2014.

Your prompt attention to this request is greatly appreciated so that we can proceed with our preparations for the 2014 election cycle. Should you have any questions or concerns, please feel free to contact me directly at 305-499-8409 or Zeida Reyes, Elections Coordination Manager, at 305-499-8405.

Sincerely,

Carolina D. Lopez
Deputy Supervisor of Elections
Miami-Dade Elections Department

Serving Everyone Every Day

12A(7)

the first Monday in November of each even-numbered calendar year. All other elections shall be known as special municipal elections. In any special election not otherwise provided for there shall be at least 30 days notice of the election by publication in a newspaper of general circulation in North Bay Village.

No general or special election of the Village shall be held on a national or state legal holiday. Should the first Tuesday after the first Monday in November in any even-numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday.
(Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

**5.02. Qualifications of electors.**

Any qualified elector in Miami-Dade County who is a bona fide resident of the Village is eligible to vote in Village elections.
(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

**5.03. Rules and regulations, supervision, etc. of elections.**

All municipal elections in the Village shall be conducted by general ballot as prescribed by this Charter and consistent with the applicable law of the State of Florida and County of Miami-Dade. Municipal elections shall be supervised by the Village clerk with the Village Commission canvassing returns from each general election.
(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

**5.04. Commission Members—Residency requirements and terms of office.**

The Village shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the Village. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a period of not less than one (1) year prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the Village. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the Village for a period of not less than one (1) year prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the Village. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each Village Commissioner will be for four years, on a staggered basis to be established as follows:

Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the Village Clerk shall publicly draw lots to determine which Village Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two Village Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent Village Commissioner seats shall be elected for four (4) year terms.

All of the Commissioners and the Mayor shall be elected by the voters at large of the Village.
(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-34, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12)

**5.05. Nomination of Commission members and Mayor.**

A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50) electors and filed with the Village Clerk no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the election date.

B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.



12A(8)

C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition provided by the Village Clerk shall be substantially as follows:

**NOMINATING PETITION**

We, the undersigned electors of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures)_____

(address of signer)_____

(date of signing)_____

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

(signature of circulator)_____

(street address of residence)_____

(date)_____

D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, not less than forty (40) days before election. Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.
(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12)

**5.06. Candidacy.**

A. No individual may qualify as a candidate for public office in the Village whose name appears on the same or another ballot for another office, whether federal, state, county or municipal, the term of which or part thereof runs concurrently with the office for which he seeks to qualify.

B. No individual may qualify as a candidate for public office who holds another elective office, whether state, county or municipal, the term of which or any part thereof runs concurrently with the term of office for which he seeks to qualify without resigning from such office not less than ten (10) days prior to filing for the office he intends to seek.

C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Notice of resignation shall be filed with the Village clerk on the day that the individual qualifies to run for elective office. Said resignation shall be effective no later than the day upon which he would assume office.

**5.07. Filing fee.**

A. A nonrefundable filing fee of two hundred and fifty dollars ($250) must be deposited with the Village Clerk at the time each petition is presented, and upon so submitting, concurrently therewith, the sworn statement of his or her name, address, occupation and willingness to serve shall also be filed. The name of each nominee for Commissioner or Mayor, who has complied with all requirements hereinbefore prescribed, shall be printed on the ballot as a candidate for the office of Commissioner or Mayor of the Village.



12A(9)

Chapter 34

# ELECTIONS


| | |
|---|---|
| § 34.01 | Voter registration. |
| § 34.02 | Nomination petition for commission candidate. |
| § 34.03 | Precincts for municipal elections. |
| § 34.04 | Notice of elections. |
| § 34.05 | Restrictions as to conduct; persons permitted in or near polling place. |
| § 34.06 | Election board; canvass of election results. |
| § 34.07 | Method for drafting proposed Charter amendment revocation or abolition. |
| § 34.08 | Vacancy in candidacy. |


## § 34.01 Voter registration.

(A) The Village Clerk shall keep a permanently bound registration book, arranged with spaces for the name, street address, age, national citizenship, place of residence, length of residence in state, length of residence in the Village, and the signature of each registrant. The oath of affirmation to the truth of the date opposite each signature shall be printed or written at the signature column, and each registrant shall take the oath and shall subscribe to the same by his signature in the column provided therefor. The registration book shall be kept in the office of the Village Clerk and shall be kept available for the registration of qualified voters at all times, except that the book shall close within the time as shall be fixed by resolution of the Village Commission. The Clerk or Village Commission at any time, and any election board on the day of election, may require satisfactory proof of qualifications of any person requesting to register or to vote, as the case may be, and after such notice as may be reasonable under the circumstances and after hearing, if demanded, they may declare any person unqualified to register or disqualified to vote and may strike that name from the registration book. The Commission may overrule or reverse action by the Clerk alone, and it shall be the duty of the Commission to consider any charge of disqualification upon recommendation by the Clerk or by any two commissioners. The Commission biennially, not less than five nor more than ten days before the regular election, shall verify the qualifications of those registered and shall strike or purge from the registration book the names of all persons deceased or nonresidents of the Village or otherwise disqualified to vote.

(B) All persons whose names are properly borne upon the present registration records of the Village shall not be required to register anew, but their registration shall continue in full force and effect.
(1964 Code, § 7-2; Ord. No. 189, 1-19-66)

## § 34.02 Nomination petition for commission candidate.

The nomination petition for any candidate for commissioner shall particularly designate whether the candidate nominated seeks to be elected as a resident of North Bay Island, Harbor Island, or Treasure Island, or as a commissioner of the Village at large, that is, a resident of either North Bay Island, Harbor Island, or Treasure Island.
(1964 Code, § 7-3; Ord. No. 189, 1-19-66)

## § 34.03 Precincts for municipal elections.

Precincts for municipal elections shall be established in conformance with the precincts established for federal, state, and county elections by the Elections Department of Metropolitan Dade County.
(1964 Code, § 7-4; Ord. No. 189, 1-19-66; Am. Ord. 82-01, 2-13-82; Am. Ord. 82-04, 5-26-82)

## § 34.04 Notice of elections.

Notice of the time, place, and purpose of elections and the names of candidates, and the nature of any questions to be voted upon shall be given by the Village Clerk by posting the same in not less than five public places in the Village, one of which shall be the Village Hall, not less than 15 days before the date of the election and the polling place shall be designated in the notice.
(1964 Code, § 7-5; Ord. No. 189, 1-19-66)



12A(10)

**§ 34.05 Restrictions as to conduct; persons permitted in or near polling place.**

Until the polls close and the election board commences to canvass, no person shall be permitted in the polling place except that the election board and other village officers and persons voting, offering to vote, or leaving. Not more than one challenger for each candidate shall have access to the polling place during such reasonable time as shall be necessary to challenge a particular person requesting to vote or apparently about to vote, and witnesses concerning qualification, or lack thereof, of persons offering to vote, may be permitted to testify before the board. The board and police officers of the Village shall at all times take care that the polling place shall be quiet and not crowded. While the polls are open, there shall be no solicitation of voters, distribution of campaign dodgers, posters, or literature of any kind, nor any suggestion of a candidate or any other person of a candidate or any other person of an attitude on a question submitted to the voters at the election, nor any other kind of electioneering whatever, direct or indirect, within the polling place, or within 300 feet of the outside door thereof, and all officers and citizens shall be charged with the enforcement of this section.
(1964 Code, § 7-7; Ord. No. 189, 1-19-66)

**§ 34.06 Election board; canvass of election results.**

At least five days before an election, the Village Commission shall appoint an election board consisting of an election clerk and four or more qualified electors appointed by the Commission who shall supervise the election and act as inspectors thereat. Neither of the foregoing persons shall be a candidate nor peculiarly interested in any question to be submitted at the election. Before leaving the polling place, the election board shall publicly canvass and certify in writing the results thereof by quadruplicate returns over their signatures and immediately after certification of the returns by the Village Clerk. One copy is to be posted on the Village bulletin board; one copy is to be delivered to the office of the Dade County Voters Registration; one copy is to be retained by the Village Clerk; and one copy is to be delivered to the Mayor, who shall transmit the returns to the Commission at the next meeting of the Commission following election. At the meeting, the Commission shall canvass the returns and shall declare the results of the election as shown by the returns made by the election board and Village Clerk. The Village Clerk may be designated as the election clerk. Before entering on their duties, the election clerk and inspectors shall make written oath that they will honestly and fairly conduct a canvass and certify the results of the election. All members of the election board shall be present at the polling place at all times during the election except one member at any time may absent himself not exceeding 30 minutes at mealtime. Members of the election board shall have the powers of Village police on election day from the time that the polls open and until they have certified the results.
(1964 Code, § 7-6; Ord. No. 189, 1-19-66)

**§ 34.07 Method for drafting proposed Charter amendment revocation or abolition.**

(A) Where a lawful petition for amendment, revocation or abolition (collectively "amendment") of the Village Charter is certified by the Dade County Elections Department or any successor agency as having sufficient signatures of qualified electors to submit the question to the electorate, but said petition does not contain a draft of the proposed amendment, it shall be the responsibility of the Village to draft or have drafted the proposed amendment pursuant to the following method and guidelines:

(1) The Village Attorney shall be empowered to draft the body of the proposal.

(2) In drafting the proposal, the Village Attorney shall seek to relate the proposal to the existing Charter grammatical organizations, i.e., Articles, Sections and Subsections where the same are identifiable, from the petition contents. Said draft shall show additions through underlined or highlighted language and deletions by language which is stricken through. Where added language is too voluminous to conveniently be shown through underlined or highlighted words, the portion of such amendment shall be preceded by the words:



12A(11)

"The following is new language or a substantial revision. Compare with existing Article _____, Section, Subsection _____."

(3) The body of the amendment shall be drafted as understandably and clearly and, to the extent possible, in lay language in order to convey the expressed intent.

(4) Where an existing article, section, subsection or other grammatical subdivision is not identified in the language of the petition, the draft proposal may contain new articles, sections, subsections and other subdivisions.

(B) The proposed draft amendment shall be presented to the Village Commission for approval no later than the date necessary in order to meet the time requirements for submission of the question to the electorate. Said draft amendment shall be adopted by resolution which shall set forth the ballot question and simultaneously direct the placement of the question on the appropriate ballot.
(Ord. No. 91-06, § 1, 8-27-91)

**§ 34.08 Vacancy in candidacy.**

If the death, withdrawal or removal of a qualified candidate following the end of the qualifying period results in fewer than two candidates remaining on the ballot for that office, one supplemental qualifying period shall be established for a period of five days beginning on the first day following the vacancy in candidacy. No further supplemental qualifying period shall thereafter be established at all if a vacancy in candidacy occurs within 26 days prior to the date of the general election for the office of Village Commissioner or Mayor. If within 26 days prior to the date of the general election for the office of Village Commissioner or Mayor, if within 26 days prior to the date of the office of Village Commissioner or Mayor, there is only one candidate on the ballot for an elected office, said candidate shall be declared elected and no election for that office shall be required.
(Ord. No. 99-05, § 1, 5-25-99)



12A(12)

**RESOLUTION NO. _____**

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

**WHEREAS,** the Village engaged the services of C.A.P. Engineering Consultants, Inc. to provide Building Department Services on an interim basis; and

**WHEREAS,** the Village Manager has negotiated with C.A.P. Engineering Consultants, Inc. to provide all building, zoning, and engineering inspections and plan review services for structural, plumbing, electrical, and mechanical requirements as contained in the Florida Building Code, the Miami-Dade County Code, and the Village Code; and

**WHEREAS,** the Village Manager has recommended approval of said agreement.

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

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



12B(1)

**Section 2:** **Approval of Agreement.** The agreement between North Bay Village and C.A.P. Engineering Consultants for the purpose of providing the Village with professional Building Department services on a permanent basis is hereby approved, together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

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

**Section 4.** **Authorization of Fund Expenditure.** The Village Manager is authorized to expend the necessary funds for implementation of this agreement.

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

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

**PASSED AND ADOPTED this 11th day of March 2014.**

_____
Mayor Connie Leon-Kreps



12B(2)

Attest:

_____
Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: CAP Engineering-Building Department Services



12B(3)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

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

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

FKR:yph

12B(4)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# RECOMMENDATION MEMORANDUM

**DATE:** **February 11, 2014**

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

**RECOMMENDED BY STAFF/COMISSIONER:**
**Mayor Connie Leon-Kreps**

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

**SUBJECT:** **CAP Agreement and Confirmation of Raul Rodriguez as Building Official and Rodney Carrero Santana as Public Works Director.**

---

## RECOMMENDATION:

It is recommended that the Village Commission approve the attached contract with CAP government which will establish permanency with CAP government for their building and permitting services, as well as confirm Mr. Raul Rodriguez as permanent Chief Building Official and Mr. Rodney Carrero-Santana (retained through CAP) as permanent Public Works Director.

## BACKGROUND:

On October 23, 2012, the prior Village Manager, Dennis Kelly entered into an "Interim" agreement with CAP to provide building and permitting services to the Village. Furthermore, Village Manager Kelly also hired Mr. Raul Rodriguez as Interim Building Official and through CAP, also retained Mr. Rodney Carrero-Santana as Interim Public Works Director.

12B(5)

During this time, CAP, Raul Rodriguez and Rodney Carrero-Santana have performed their duties very well, and we are very pleased with their administration of these services. During my time as Village Manager, I have reviewed the existing contract with CAP and recommend that we revise section four "compensation" so that funding for certain permitting fees are spaced out throughout the term of the contract and not provided to CAP all on the front end. This separation of payment for the building and permitting fees will ensure that only those funds due to CAP for their current services are released while those funds due to CAP for future services are not released until the work is actually performed. Therefore, it is my recommendation that the Commission approve the attached contract permanently appointing CAP as the provider of our building and permitting services, confirm the appointment of Raul Rodriguez as permanent Chief Building Official and confirm the appointment of Rodney Carrero Santana as permanent Public Works Director.

The contract shall become effective once signed and can be terminated by the Village upon 30 days prior notice to CAP.

**FINANCIAL IMPACT:**

The new payment schedule listed on section 4 (compensation) ensures that the Village releases the payments for building and permitting fees in a fashion that ensures that only those services performed will receive payment. Thereby, allowing the Village to retain funds to complete and pay for inspections in the case that CAP's services are terminated in the middle of a project.

**BUDGETARY IMPACT (Finance Dept):**

The only budgetary impact is that the Public Works Director position was budgeted as an employee with fringe benefits and now the service will be provided via the CAP Agreement. Mr. Rodney Carrero-Santana will NOT be an employee of the Village and the services will be paid from budget line item 30.030.533.5316, Professional Services. The FY 2014 Budget for this position is a total of $148,717. This includes wages, FICA, retirement, health and workers compensation coverage.

The Proposed rate from CAP for this position is $85 per hour and includes related expenses. The Public Works Director has been and will continue to work part time on an hourly basis. The budget funds will cover these services up to about 30 to 33 hours per week.

If this contractual agreement is approved which provide for the Public Works Director services to be provided by CAP, a budget amendment will be brought back for Commission's approval to move the funding from personnel cost to professional services costs.

12B(6)

**PERSONNEL IMPACT:**

CAP will continue to provide building and permitting services and staff permanency will be achieved by removing the interim titles of the Public Works Director and Building Official.

12B(7)

**North Bay Village**
Administrative Offices
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Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** January 29, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

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

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

FKR:yph

12B(8)

RESOLUTION NO. _____

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

**WHEREAS,** the Village engaged the services of C.A.P. Engineering Consultants, Inc. to provide Building Department Services on an interim basis; and

**WHEREAS,** the Village Manager has negotiated with C.A.P. Engineering Consultants, Inc. to provide all building, zoning, and engineering inspections and plan review services for structural, plumbing, electrical, and mechanical requirements as contained in the Florida Building Code, the Miami-Dade County Code, and the Village Code; and

**WHEREAS,** the Village Manager has recommended approval of said agreement.

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

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



12B(9)

**Section 2:** **Approval of Agreement.** The agreement between North Bay Village and C.A.P. Engineering Consultants for the purpose of providing the Village with professional Building Department services on a permanent basis is hereby approved, together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

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

**Section 4.** **Authorization of Fund Expenditure.** The Village Manager is authorized to expend the necessary funds for implementation of this agreement.

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

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

**PASSED AND ADOPTED this 11th day of February 2014.**

_____
Mayor Connie Leon-Kreps



12B(10)

Attest:

_____

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM:**

_____

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

North Bay Village Resolution: CAP Engineering-Building Department Services



12B(11)

# CONTRACT BETWEEN

# NORTH BAY VILLAGE

# AND C.A.P. GOVERNMENT, INC. FOR

# BUILDING AND PERMITTING SERVICES

**THIS AGREEMENT** is made and entered into this day _____ of_____ 2014, by and between North Bay Village, ("Village") a Florida municipal corporation, and C.A.P. Government, Inc., ("CAP"), a Florida corporation.

**NOW THEREFORE,** the parties agree to the following:

## 1. PURPOSE / AUTHORIZATION

1.1. The purpose of this Agreement is to provide for the engagement of CAP by the Village to perform Building and Permitting Services and other duties as described in section 2, Scope of Services, below.

1.2. In performing all services it is understood that all CAP employees, while performing services for the Village shall report to the Village's Building Official to ensure that services are provided in a coherent and uniform process.

1.3. Notwithstanding the provisions of Paragraph 1.2, in the absence of the Building Official, CAP employees assigned to the Village shall report to the Village Manager or his designee.

## 2. SCOPE OF SERVICES

2.1. CAP shall provide the services to the Village specified in the Scope of Services listed in Exhibit 1, attached and incorporated into this Agreement.

2.2. CAP shall provide Additional Services not otherwise specified in the Scope of Services as may be requested in writing by the Village Manager at the rates specified in the Additional Services listed in Exhibit 2, attached and incorporated into this Agreement.

2.2.1 CAP shall provide Mr. Rodney Carrero-Santana, PE or another professional engineer acceptable to the Village, to serve and perform the duties of the Village Public Works Director. This individual will be responsible to monitor and supervise all of the duties and mission of the Village Public Works Department. Likewise, when requested by the Village, CAP shall provide a Public Works Supervisor.

## 3. VILLAGE RESPONSIBILITIES

3.1. The Village shall provide a Building Official employed by the Village.

3.2. The Village shall provide badges or photo identification for CAP employees, which shall be worn by CAP employees at all times while conducting official Village functions.

3.3. The Village shall provide workspace, furniture, computer software and hardware, email accounts, fax line and telephones (in office) for all administrative staff, inspectors and plan examiners provided by CAP to perform the services required by this Agreement.



12B(12)

3.4. The Village shall be the records custodian for all Building Department records.

## 4. COMPENSATION

4.1. For all Building and Permitting Services provided by CAP as described in Section 2 of this Agreement, the Village shall pay CAP a monthly fee equal to Seventy (70%) percent of all Building and Permitting Fees collected. This fee excludes zoning, planning, impact fees and other non-building department type fees that may be collected as part of the processing of a Building Department application. The Village shall retain the balance of the Building and Permitting Fees not paid to CAP.

4.2. For any Additional Services provided by CAP, the Village shall pay CAP at the hourly rates shown on Exhibit 2 to this Agreement.

4.3. The Village shall pay CAP monthly based on the Building and Permit Fees collected by the Village for the preceding month and according to the following schedule:

4.3.1 On Building and Permitting Fees collected on projects with permit fees of less than or equal to Seventy Five Thousand ($75,000.00) Dollars the Village shall pay CAP Seventy (70%) percent of all Building and Permitting Fees collected.

4.3.2 On Building and Permitting Fees collected on projects with permit fees of more than Seventy Five Thousand ($75,000.00) Dollars the Village shall pay CAP Seventy (70%) percent of all Building and Permitting Fees collected. However, the fees shall be paid based on the following payment schedule:

1. Fifty (50%) percent of the Seventy (70%) percent shall be paid upon the issuance of the Building Permit (ie.: the completion of the plans review process).
2. Forty (40%) percent of the Seventy (70%) percent shall be paid in equal monthly installments for the duration of the construction of the project (duration of the project will be determined by a mutual agreement between the Village and CAP);
3. The last Ten (10%) percent will be paid at the time of issuance of the Certificate of Occupancy or a certificate of completion or final inspection or abandonment, whichever is latest and applicable.

4.4. CAP shall submit an invoice to the Village within the first seven (7) calendar days of the month for those services provided in both Paragraphs 2.1 and 2.2 for the preceding month.

4.5. The Village shall pay CAP within 30 calendar days of approval of an invoice. If work under this Agreement is not performed in accordance with the terms hereof, the Village may withhold any payment due to CAP until such work is adequately completed. The Village will provide CAP with fifteen 15 days prior written notice in the event that it elects to exercise its right to withhold under this Paragraph.

## 5. RECORDS / RIGHT TO INSPECT / AUDIT

5.1. All original sketches, tracings, drawings, computations, details, design, calculations, plans, permits, work papers and all other documents and plans (collectively referred to as the "Records") that result from CAP providing services to the Village under this Agreement shall be the property of the Village, shall not be removed from the Village and shall be



12B(13)

stored at an area of Village Hall as may be designated by the Village Manager.

5.2. The Village Manager or his designee, shall, during the term of this Agreement, have access to, and the right to examine and audit, any business records of CAP involving transactions related to this Agreement during normal business hours upon five (5) days prior written notice.

5.3. CAP has the right to examine and audit any records of the Village regarding the permit collections and transactions related to this Agreement upon five (5) days prior written notice.

5.4. The Village may immediately terminate this Agreement should CAP refuse access by the Village Manager or his designee to any business records pertaining to work performed under this Agreement.

5.5. CAP shall comply with the provisions of Chapter 119, Florida Statutes (the Florida Public Records Act) and other applicable state and federal statutes and codes pertaining to access to building/permitting records, as well as applicable provisions for exemption from the public records laws of certain building/permitting records. CAP shall timely cooperate with the Village on responding to any public records requests received for building/permitting records to ensure the Village meets the requirements of Chapter 119, Florida Statutes.

## 6. INDEMNIFICATION

6.1. CAP shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with CAP's performance, errors, acts or omissions under any provision of this Agreement including, but not limited to, liabilities arising from contracts between CAP and third parties made pursuant to this Agreement, except to the extent the losses are caused by or arise solely out of any act or omission of the Village, its officers, agents and employees. CAP shall reimburse the Village for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with CAP's performance, errors, acts or omissions under this Agreement, except to the extent the losses are caused by or arise solely out of any act or omission of the Village, its officers, agents and employees.

6.2. CAP shall defend, indemnify and hold the Village harmless from all claims, including but not limited to claims presented to EEOC, FHRC and MDCEOC, losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local law.

6.3. The provisions of this section shall survive termination of this Agreement.



12B(14)

## 7. INSURANCE

7.1. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, standard professional liability insurance in the minimum amount of $1,000,000 per occurrence.

7.2. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, commercial general liability, including contractual liability insurance, in the amount of $1,000,000 per occurrence to protect it from claims for bodily and personal injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the agreement, whether the operations be by CAP or by anyone directly employed by or contracting with CAP.

7.3. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, by any person providing services to the Village pursuant to this Agreement.

7.4. CAP shall maintain, at its sole cost and expense, during the term of this Agreement, adequate worker's compensation insurance and employer's liability insurance as required by Chapter 440, Florida Statutes.

7.5. CAP shall maintain each of the required insurance policies throughout the term of this Agreement

7.6. CAP shall provide the Village with a current copy of each of the above insurance policies, and any renewals.

7.7. The underwriter of the insurance shall be qualified to do business in Florida, be Best rated A-S or better, and have agents upon whom service of process may be made in the State of Florida.

7.8. Policies shall contain waiver of subrogation against the Village, where applicable, and shall expressly provide that the policy or policies are primary over any other insurance the Village may have. All policies shall contain a "severability of interest" or "cross-liability" clause without obligation for premium payment by the Village.

7.9. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. CAP shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

7.10. The Certificates shall clearly indicate that CAP has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative, and shall include the Village as an additional insured.



12B(15)

## 8. TERM

This Agreement shall become effective on the date signed below by both parties and shall remain in effect until terminated as provided in Section 9.

## 9. TERMINATION

9.1. The Village Manager may terminate this Agreement at any time, without cause, upon 30 day's prior written notice to CAP, or such shorter times as may be specified throughout this Agreement.

9.2. CAP shall be entitled to payment for services rendered and approved by the Village Manager through the effective date of termination, provided that CAP has complied with the provisions of Paragraphs 9.4 and 9.5. CAP shall not be entitled to future lost profits, consequential or compensatory damages, or other costs or expenses. Upon receipt of written notice of termination, CAP shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Village Manager.

9.3. CAP may terminate this Agreement at any time by giving the Village written notice at least 60 calendar days prior to the effective date of termination.

9.4. In the event of termination of this Agreement, CAP shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CAP to the Village, or to any other person or entity the Village may designate, and to maintain during the period of transition the same services provided to the Village pursuant to the terms of this Agreement.

9.5. CAP will take all reasonable and necessary actions to immediately transfer all books, records and data of the Village in its possession in an orderly fashion to either the Village or its designee, in a hard copy and electronic format.

9.6. The rights and remedies of the Village specified in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 10. ENTIRE AGREEMENT / MODIFICATION / AMENDMENT

10.1. This writing contains the entire agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.2. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

## 11. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.



12B(16)

## 12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising under or related to this agreement shall be in Miami-Dade County, Florida.

## 13. WAIVER

The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

## 14. NOTICES / AUTHORIZED REPRESENTATIVES

Any notices required or permitted by this agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, or by registered or certified mail with postage prepaid, return receipt requested, addressed to the parties at the following addresses:

**For the Village:**

Frank Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Tel: (305) 756-7171
Fax: (305) 756-7722

**For CAP:**

Carlos A. Penin, PE
President
CAP. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134
Tel: (305) 448-1711
Fax: (305) 448-1712

With a copy to: Village Attorney

Either party shall have the right to change its address for notice purposes by sending written notice of the change of address to the other party in accordance with the provisions hereof.

## 15. INDEPENDENT CONTRACTOR

15.1. CAP is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the Village. Services provided by CAP shall be by employees of CAP and nothing in this Agreement shall create an employment relationship between the Village and any CAP employee. CAP agrees that it is a separate and independent enterprise from the Village.

15.2. CAP shall be solely responsible for all employee benefits, compensation, including, but not limited to, unpaid wages, overtime, and, or, any status or rights during the course of employment with CAP. Accordingly, the Village shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefits of employment to any CAP personnel performing services, duties and responsibilities under this Agreement for the benefit of the Village, or any other liabilities whatsoever. This Agreement shall not create any joint employment relationship between CAP and the Village.



12B(11)

## 16. STAFFING

16.1. CAP shall provide CAP employees in the job classifications contained in Exhibit 3, attached and incorporated to this Agreement, to perform all services provided for in this Agreement.

16.2. CAP shall certify that each of its staff persons and any subcontractors used to staff the Village's engagement is not using illegal drugs and has undergone a criminal background investigation. CAP shall ensure that no staff person has been convicted of a felony, crime of moral turpitude or violent crime; or a misdemeanor, which misdemeanor concerns allegations of assault, sexual offender, theft or violence shall be assigned to staff the Village. Failure to do the background screening or failure to provide the background screening information to the Village shall be cause for removal of an employee from the Village's assignment. The knowing or negligent use of staff convicted of a felony, crime of moral turpitude, or violent crime shall be cause for immediate termination of this Agreement.

16.3. CAP agrees to perform annual statewide background checks of its staff pursuant to section 16.2 and shall advise the Village Manager of any instances of concern as identified under section 16.2. Based upon the information provided, the Village Manager, within his discretion, is entitled to request that CAP replace such staff persons for Village's engagement staffing purposes.

16.4. CAP employees shall have received sexual harassment and non-discrimination training prior to assignment to the Village. CAP shall maintain appropriate sexual harassment and non-discrimination policies and procedures for enforcing its sexual harassment and non-discrimination policies.

16.5. CAP employees shall abide by and will be provided with a copy of the Conflict of Interest and code of ethics ordinances sets forth in Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time and any Code of Ethics that may be adopted by the Village prior to assignment to the Village.

16.6. If at any time during the term of this Agreement the Village Manager becomes dissatisfied with the performance of any CAP employee or approved Sub-consultant assigned to provide professional services under this Agreement, the Village Manager may request that CAP transfer the employee within two (2) business days of notification by the Village Manager. CAP agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Village, and CAP agrees that if the issue is not resolved, the Village Manager's request for transfer of a CAP staff person shall be timely complied with.

16.7. CAP shall identify in Exhibit 3, (Note exhibit 3 should list names not job titles) the proposed staff persons to be used to staff the Village's engagement of services. CAP may not change the principal person(s) in the engagement without the express permission of the Village. Should staff listed in Exhibit 3 be changed due to circumstances beyond CAP's control (Le. retirement, resignation) or due to a request from the Village Manager to replace the staff person as provided under this Agreement, CAP shall provide relevant information under section 16.3 to the Village Manager as to the replacement staff person.

## 17. ASSIGNMENT/SUBCONTRACTORS

17.1. This Agreement shall not be assignable by CAP without the prior approval of the Village Manager.



12B(18)

17.2. No work or services under this Agreement shall be subcontracted unless CAP obtains prior written consent from the Village Manager. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

## 18. PROHIBITION AGAINST CONTINGENT FEES/CONFLICT OF INTEREST

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

18.2. CAP understands and agrees that CAP shall not represent other clients in matters adverse to the Village, and shall make promptly known any conflicts or potential conflicts. If said conflict(s) cannot be satisfactorily resolved to the Village's satisfaction, the Village reserves the right to suspend and/or terminate the services of CAP and procure services elsewhere. A conflict of interest shall be defined as provided for under Section 2-11.1, Miami-Dade County Code of Ordinances. CAP and each of its employees and subcontractors shall be bound by the Miami-Dade County code of ethics and any code of ethics adopted by the Village.

## 19. WARRANTIES OF CAP

19.1. CAP warrants and represents that at all times during the term of this Agreement it and it's employees shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement.

19.2. CAP warrants that it and all assigned employees are duly licensed by the State of Florida and Miami-Dade County to provide the services identified in Section 2 of this Agreement.

19.3. CAP warrants that all assigned employees shall be incompliance with all of the requirements of Section 16 of this Agreement.

## 20. ATTORNEYS' FEES

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

## 21. WAIVER OF JURY TRIAL

In the event of any litigation arising out of this agreement, each party knowingly and irrevocably waives its right to trial by jury.

## 22. TIME OF THE ESSENCE

Time shall be of the essence for each and every provision of this Agreement.



12B(19)

## 23. MISCELLANEOUS

In the event a court must interpret any word or provision of this Agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this Agreement.

**IN WITNESS WHEREOF** the undersigned parties have executed this agreement on the date indicated above.

**WITNESSES:**

_____

Print Name: _____

_____

Print Name: _____

**C.A.P. Government, Inc.**

By: _____
Carlos A. Penin, PE, President

Date: _____

**NORTH BAY VILLAGE**

**ATTEST:**

_____
Village Clerk

By: _____
Frank Rollason, Village Manager

Date: _____

**APPROVED AS TO FORM:**

_____

Village Attorney



12B(20)

## EXHIBIT "1"
## Scope of Services

1. Review plans for permitting.
2. Inspect all permitted jobsites.
3. Enforce the requirements of the Florida Building Code.
4. Assist in reviewing permit-related revenues per the Village's Permit Fee Schedule.
5. As requested, submit monthly reports to Village Manager of permit activity.
6. Assist in processing records relating to permits.
7. Assist Building Official in preparing cases presented at applicable boards, including the Unsafe Structures Board.
8. Consult with architects, engineers and contractors for Building Code guidance on large projects.
9. Meet with architects, engineers, homeowners, contractors and other permit holders when requested, to discuss any questions, problems or concerns on plans or permits.
10. Provide emergency 24-hour Building Code service to respond to damage to structures, at an additional cost.
11. Provide Building Code damage assessment service for emergencies and natural disasters, at an additional cost.
12. Provide jobsite disaster preparation and follow-up service, at an additional cost.
13. Verify Notices of Commencement have been recorded, when required.
14. Maintain satisfactory workload/service level demands through utilization of increases and/or decreases in staffing overtime, including weekends, whenever required.
15. Receive and respond to, in a timely manner, questions and/or complaints, relating to the building code.
16. Administer "green building standards" as may be adopted by the Village. These may include LEED or other similar certifications.
17. Provide engineering review of plans and inspection services for the intake and processing of permit applications as may be required, at an additional cost.



12B(21)

**EXHIBIT "2"**
**CAP Staff Rates for Additional Services**

| Disciplines | Hourly Rates |
|---|---|
| Building Official | $85.00 |
| Structural Plans Reviewer | $80.00 |
| Plans Reviewer, all disciplines | $75.00 |
| Chief Inspectors, all disciplines | $75.00 |
| Inspectors, all disciplines | $65.00 |
| Permit Technician | $27.00 |
| Building Clerk | $20.00 |
| Public Works Director | $85.00 |
| Public Works Supervisor | $70.00 |



12B(22)

**EXHIBIT "3"**
**Job Classification**

| Disciplines |
| --- |
| Building Official |
| Structural Plans Reviewer |
| Building Plans Reviewer |
| Electrical Plans Reviewer |
| Mechanical Plans Reviewer |
| Plumbing Plans Reviewer |
| Chief Building Inspector |
| Chief Electrical Inspector |
| Chief Mechanical Inspector |
| Chief Plumbing Inspector |
| Building Inspector |
| Roofing Inspector |
| Mechanical Inspector |
| Electrical Inspector |
| Plumbing Inspector |
| Public Works Director |
| Public Works Supervisor |



12B(23)

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

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

**DATE:** **March 11, 2014**

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

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

**PRESENTED BY STAFF: Bert Wrains, CGFO Finance Director**

**SUBJECT: Budget Amendment- Transfer funds from contingency to personnel costs**

**RECOMMENDATION:**

It is recommended that the Village Commission approve one (1) temporary part time employee for the Building Department and transfer the funds to the personnel expense accounts.

**BACKGROUND:**

The Commission on February 11, 2014 approved increasing the FY 2014 Building Department budget to recognize additional revenues from building permits for FY 2014. The Commission increased the recommended budget line items as recommended except for the personnel requested. The recommended personnel cost of $24,000 was removed and the $24,000 was put in the Building Fund contingency account.

12C(1)

This is to request that the Commission approve transferring $24,000 from the Building Fund contingency to personnel expense line items. The building department is getting busy and there is a need for additional help in this operation. The cost for this temporary staff position will be paid solely from building permit revenues.

FY 2014 Budget

| | | |
|---|---|---|
| Personnel Services | 11.025.524.5120 | $ 24,000 |
| Contingency Account | 11.025.524.5990 | $ (24,000) |

**Expenditures**

The Village currently has a contract with CAP Government Inc. to perform the building permit review and inspections services. The Village building department staffing is one clerical employee. The current Village clerical operations are in need of additional staff and supplies to assist with the increased building permit activity. The electronic records retention is also in need of additional funding. These 3 areas of administrative needs can be resolved with an additional $36,000 of approved administrative expenditures. The budget amendment on February 11, 2014 approved the $12,000 budget for the record keeping and supplies expenses. The $24,000 for personnel funding was put in the Building Fund contingency account.

**FINANCIAL IMPACT:**

The funds were budgeted with the adoption of the resolution on February 11, 2014. This action will increase the budget for personal expense and reduce the contingency account.

**BUGETARY IMPACT:**

The recommended changes are:

| | | |
|---|---|---|
| Personnel expenses | 11.025.524.5120 | $ 24,000 |
| Contingency account | 11.025.524.5990 | $(24,000) |
| **TOTAL** | | $0 |

**PERSONNEL IMPACT:**

This will provide funding in the Building Department for one temporary part time position to assist with the permitting and records retention functions.



12C(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE HIRING OF A PART-TIME EMPLOYEE FOR THE BUILDING DEPARTMENT; AUTHORIZING THE TRANSFER OF FUNDS TO THE PERSONNEL EXPENSE ACCOUNT; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

12C(3)

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

**RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE HIRING OF A PART-TIME EMPLOYEE FOR THE BUILDING DEPARTMENT; AUTHORIZING THE TRANSFER OF FUNDS TO THE PERSONNEL EXPENSE ACCOUNT; AND SETTING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

**WHEREAS**, the Village Commission adopted Resolution No. 2014-06 on February 11, 2014 amending the Budget for Fiscal Year October 1, 2013 through September 30, 2014 ("FY 2014") to reflect changes in revenues and expenditures from Building Permits; and

**WHEREAS**, the Resolution requested the approval of $24,000 in personnel cost for a part-time Building Clerk; and

**WHEREAS**, the Village Commission tabled approval of the item to the March 11, 2014 Commission Meeting; and

**WHEREAS**, the funds were appropriated in the Building Fund Contingency Account; and

**WHEREAS**, the Village Commission desires to approve the transfer of $24,000 from the Building Fund Contingency to the Personnel Expense line items to cover the cost of the part-time employee for the Building Department to ensure the efficient operation of the department.

**WHEREAS**, funding for the position will be paid solely from the Building Permit Revenues.

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



12C(4)

**Section 3.** **Expenditure of Budgeted Funds.** The Village Manager is authorized to expend $24,000 to hire a part-time Building Clerk to assist with the functions of the department.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this 11th day of March 2014.

_____
Connie Leon-Kreps, Mayor

**ATTEST:**

_____
Yvonne P. Hamilton, CMC
Village Clerk



12C(5)

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

_____

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

North Bay Village Resolution-Part-Time Building Department Clerk.



12C(6)

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

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

**DATE:** **February 11, 2014**

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

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

**PRESENTED BY STAFF:** **Bert Wrains, CGFO Finance Director**

**SUBJECT: Budget Amendment- Building Permit Revenue and Expenditures**

**RECOMMENDATION:**

It is recommended that the Village Commission approve the FY 2014 budget amendment that will:

1. Increase the Building Permit revenues for FY 2014
2. Increase the Building Department expenditures for FY 2014

**BACKGROUND:**

**Revenue**

The Village's FY 2014 budget was prepared with the revenue projects prepared by the Finance Department. These projections are based on past history as well as current information about new construction projects for the 12 month of FY 2014



12C(7)

budget year. The revenue from building permits over the past 3 years has been averaging around $240,000 per year. This most recent year FY 2013 was budgeted at $162,000 but the actual was $348,000. This included $170,585 for the first phase of the "BLU" Development. The approved FY 2014 Building Permit Revenue is $376,340.The Blu Development, has been fully approved and the permits have been fully paid at this time. Their permit fees paid in FY 2014 is $318,062.

There may be some small permits by some of their subcontractors. The building permit fees paid by BLU totaled $488,677 over 2 fiscal years.

The Village's building permit fees collected from all other permits for the first 3 months of FY 2014 totaled $ 78,858. The grand total building department revenues through December 2013 is $ 396,920 vs. the Adopted Budget of $376,370. If the Village experiences the normal volume of non major development permits as we have experienced in prior years then the projected FY 2014 revenue should be a minimum of $530,000.

| FY 2014 Budget | |
|---|---|
| Actual Permit Revenue through December 2013 | $396,920 |
| | |
| Budgeted FY 2014 Building Permit Revenue & Expenditure | $376,370 |
| Revised Projection through September 30, 2014 | $496,370 |
| Net increase in FY 2014 Budget | $120,000 |

**Expenditures**

The Village currently has a contract with CAP Government Inc. to perform the building permit review and inspections services. The Village building department staffing is one clerical employee. The current Village clerical operations are in need of additional staff and supplies to assist with the increased building permit activity. The electronic records retention is also in need of additional funding. These 3 areas of administrative needs can be resolved with an additional $36,000 of approved administrative expenditures.

The Village pays CAP Government, Inc. a fee to perform the permitting and inspection functions and their fees are based on a percentage of the building permit revenue. If the budgeted FY 2014 Revenues are increased by $120,000, CAP will receive an additional $84,000 and the Village's administrative expense budget can be increased $36,000. Florida Statutes (FS 553) requires that funds generated by



12C(8)

building permit fees are utilized to support building department costs for plans review and inspections as well as administrative costs of the building department.

**FINANCIAL IMPACT:**

Increase the FY 2014 Building Department budget by $120,000. This will provide an increase in both revenues and expenditures.

**BUGETARY IMPACT:**

| | | |
|---|---|---|
| The recommended increase in revenues is: | | |
| Building Permits Fees | 11.000.322.3221 | $100,000 |
| Electrical Permits Fees | 11.000.322.3222 | $ 15,000 |
| Mechanical Permits Fees | 11.000.322.3225 | $ 5,000 |
| **TOTAL Revenue Increase** | | $120,000 |

| | | |
|---|---|---|
| The recommended increases in expenditures are: | | |
| Professional Services - CAP | 11.025.524.5316 | $ 84,000 |
| Personnel expenses | 11.025.524.5120 | $ 24,000 |
| Operational supplies | 11.025.524.5550 | $ 4,500 |
| Records retention Services | 11.025.524.5316 | $ 7,500 |
| **TOTAL Expenditure increase** | | $120,000 |

**PERSONNEL IMPACT:**

This will provide funding in the Building Department for one part time staff to assist with the permitting and records retention functions.



12C(9)

**North Bay Village**
Administrative Offices
1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# RECOMMENDATION MEMORANDUM

**DATE:** **March 4, 2014**

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

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

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

**SUBJECT:** **North Bay Village**

---

## RECOMMENDATION:

It is recommended that the Village Commission authorize the Village Manager to apply additional donation of monies received as a result of the February 11 Commission Meeting (Kevin Vericker proposition), toward enhancing the North Bay Village scholarship program by creation of additional scholarship awards as the Manager sees fit to distribute funds amongst additional awards.

## BACKGROUND:

This fiscal year $5,500 was allocated towards a North Bay Village Scholarship fund for graduating high school seniors. At the commission meeting of February 11, 2014, Mr. Kevin Vericker (community activist) set forth the possibility of donating money to be applied towards this scholarship fund. To date the Village has received an additional $800 as a result of our February 11 Commission.

12D(1)

The intent of the Village Manager is to apply any additional funds received for additional scholarship awards. At the moment the idea is to apply the full $800 towards one (1) additional award but if more funds are received they will be applied towards more awards as determined by the manager.

**FINANCIAL IMPACT:**

Additional funds received to date (approximately $800) will be applied towards being able to offer another scholarship award to graduating high school seniors. Any additional donated funds received will be applied to more awards as determined by the Manager.

**BUDGETARY IMPACT (Finance Dept):**

None

**PERSONNEL IMPACT:**

Frank Rollason, Village Manager will determine the disbursement of additional funds for additional scholarship awards.

12D(2)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# MEMORANDUM
**North Bay Village**

**DATE:** March 3, 2014

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

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

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ACCEPT, APPROPRIATE, AND EXPEND DONATIONS FOR THE NORTH BAY VILLAGE SCHOLARSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

12D(3)

**RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ACCEPT, APPROPRIATE, AND EXPEND DONATIONS FOR THE NORTH BAY VILLAGE SCHOLARSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

**WHEREAS**, the Village Commission created the North Bay Village Scholarship Program with $5,500 in scholarship funds to be awarded to graduating high school seniors who live in North Bay Village; and

**WHEREAS**, additional monies have been donated to the program; and

**WHEREAS**, the Village Commission hereby authorizes the Village Manager to appropriate the monies in the North Bay Village Scholarship Program account and determine the application of these additional funds in accordance with the program's criteria.

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

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

**Section 2.** **Authorization of Village Manager.** The Village Manager is authorized to appropriate and determine the application of these additional scholarship funds in accordance with the program's criteria

.

**Section 3.** **Appropriation of Funds.** The Village Manager is authorized to appropriate donated funds into the North Bay Village Scholarship Program account.



12D(4)

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

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 11th day of March 2014.

_____
MAYOR CONNIE LEON-KREPS

**ATTEST:**

_____
YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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



12D(5)

**North Bay Village**
Administrative Offices
1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# NORTH BAY VILLAGE
# RECOMMENDATION MEMORANDUM

**DATE:** **March 11, 2014**

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

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

**PRESENTED BY STAFF: Bert Wrains, Finance Director**

**SUBJECT: PURCHASING CODE REVISIONS**

---

## RECOMMENDATION:

It is recommended that the Village Commission approve the enclosed ordinance on second reading to revise the Village's Chapter 36 Purchasing Procedures. The Commission approved the Code revisions on first reading February 11, 2014. The ordinance has been advertised for a public hearing and final adoption on March 11, 2014.

## BACKGROUND:

The Village's purchasing regulations were last revised in 2006. There are several areas of the code that I am recommending to be revised. The major items that are proposed for revision are:

1. Bid Bonds
2. Public Notices
3. Cone of Silence
4. Small Purchases thresholds
5. Purchases from Not For Profit Government Organizations
6. List of items Exempt from Formal Purchasing Procedures

13A(1)

First, this would authorize the manager to require bonds on contracts under the $50,000 threshold, and may adjust the advertising time from the mandatory 14 days. This amendment also incorporates the Village's "Cone of Silence" as required by Chapter 38 of the Code. The proposed ordinance revision also changes the maximum dollar amounts the Village Manager is allow to approve under the "Small Purchases" section of the purchasing code from $3,500 to $5,000 and the $9,000 limit to $15,000.

This revision also creates a new section that authorizes the Manager to obtain prices from other organizations. Most other organizations do not respond to public bids but may provide services that the Village could use. The Florida Sheriffs Association bids vehicles and the bids are available to all other governmental agencies. Our current regulation prohibits the Village from "piggy backing" off of this bid. Also, the Florida League of Cities provides some services, but they are prohibited from responding to a public bid.

The current purchasing ordinance requires bidding items that are not conducive to bidding. Items like software licenses, postage, dues to organizations, and service work that would void warrantees. This revision would remove the mandatory requirement.

**FINANCIAL IMPACT:**

These changes will make the procurements of goods and services that are authorized by the annual budget easier to contract for, while maintaining the competitiveness in the expenditure of public funds.

**BUGETARY IMPACT (Finance Dept):**

There is no identifiable impact. It is anticipated that the goods and services will be purchased competitively.

**PERSONNEL IMPACT:**

This should assist is expediting the purchasing process.

13A(2)

**ORDINANCE NO. _____**

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

**WHEREAS**, the Commission of North Bay Village, Florida (the "Village") recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Village's regulations are current and consistent with the needs of the Village; and

**WHEREAS**, the Chapter 36 of the Village Code of Ordinances sets out the policies and procedures for the procurement of goods and services by the Village; and

**WHEREAS**, the Village desires to update the procurement procedures to clarify the procedures and address the needs of the Village; and

**WHEREAS**, the Village Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

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



13A(3)

**Section 2.** **Village Code Amended.** That Chapter 36 "Administrative Policy and Procedure" of the North Bay Village Code of Ordinances is hereby amended to read as follows:[1]

* * *

## § 36.25 - Procurement requirements.

(A) *Purpose.* The purpose of this procurement code is to maximize the purchasing value of public funds in the procurement of goods and services, to provide safeguards for maintaining a procurement system of quality and integrity, and to provide for the fair and equitable treatment of all persons involved in purchasing by North Bay Village. This Code applies to contracts for the purchase of goods and services, and, to the maximum extent feasible, to the granting of franchises after the effective date of the adopting ordinance. When procurement involves the expenditure of federal, State or county funds, the procurement shall be conducted in accordance with any mandatory applicable law and grant contract terms. Nothing in this code shall prevent the Village from complying with the terms and conditions of any grant, gift, or bequest that is consistent with applicable law.

(B) *Responsibilities of the Village Manager.* The Village Manager shall act as the Village's purchasing agent and have exclusive control over the purchase of all goods and services, and approve all vouchers for the payment of goods and services.

The Village Manager shall be responsible for the development of procurement specifications, contract administration, inspection of vendor books and records, and inspection and acceptance of goods and services.

The Village Manager shall also be responsible for the management and disposal of surplus property. The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

(C) *Methods of procurement.* All contracts of the Village shall be awarded by ~~competitive sealed **bidding**~~ COMPETITIVE SEALED BIDDING except as provided by paragraph (E) (competitive sealed proposals), paragraph (F) (contracting for designated professional services), paragraph (G) (small purchases), paragraph (H) (sole source procurement), paragraph (I) (emergency procurement) and (J) ("Piggy back" purchases).

---

[1] Additions to existing city code text are shown by underline; deletions from existing city code text are shown by ~~strikethrough~~.



13A(4)

(D) *COMPETITIVE SEALED BIDDING*

(1) *Invitation to bid.* An invitation to bid shall be issued and shall include specifications and all material contract terms and conditions.

(2) *Public notice*. Adequate public notice of the invitation to bid shall be given ~~a reasonable time, (as provided by law)~~ a minimum of 14 calendar days prior to the date set for the opening of bids, or as otherwise provided by law. The notice ~~may~~ shall be published in a newspaper of general circulation and posted on the official public notice bulletin board in Village Hall. The invitation to bid and notice shall state the place, date and time of bid opening.

(3) *Bid opening*. Bids shall be opened publicly in the office of the Village Clerk in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Village Manager deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. North Bay Village in Chapter 38.18 has provided for a "Cone of Silence" as it relates to Some pourchasing by the Village. All proposers shall have read Chapter 38.18 "Cone of Silence" and agree to the terms.

(4) *Bid acceptance and bid evaluation*. Bids shall be accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.



13A(5)

(5) *Correction or withdrawal of bids.* Correction or withdrawal of inadvertently erroneous bids before bid opening is permitted. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation to bid prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids shall be permitted. A low bidder alleging a clerical mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document and the bidder submits convincing evidence that a mistake was made.

(6) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.

(7) *Bonds.*

(a) Construction Contracts greater than $50,000. For construction contracts exceeding $50,000.00, contractors shall submit the following with the bid documents:

~~(a)~~1. A bid guarantee equal to five percent of the bid price;

~~(b)~~2. A performance bond for 100 percent of the contract price; and

~~(c)~~3. A payment bond for 100 percent of the contract price.

(b) All Other Contracts. The Village Manager may require any or all of the 3 bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

(E) *Competitive sealed proposals.*

(1) *Conditions for use.* When the Village Manager determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the Village, a contract may be entered into by use of the competitive sealed proposals method. An adequate number of sources shall be solicited.



13A(6)

(2) *Request for proposals.* Proposals shall be solicited through a request for proposals (RFP) or similar method (RFQ, RFLI etc.), all of which shall be referred to in this ordinance as RFP's. The intent being that the Village Manager shall choose the most appropriate alternative. The RFP shall clearly identify the relative importance of price and other evaluation factors, and the weight given to each factor. A process for fairly and thoroughly evaluating the proposals shall be established before the solicitation is issued.

(3) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in sub-paragraph (D)(2) (competitive sealed bidding, public notice) except the period may be longer or shorter if the Village Manager so states in the specifications or as otherwise required by law. Except when required by State Law, the Village may, in lieu of the newspaper advertisement required by this Section, publish the public notice on the Village web site and the official bulletin board in Village Hall.

(4) *Proposal opening.* Competitive sealed proposals shall be publicly opened by the Village Clerk or designee.

(5) *Negotiations* ~~with responsible offerors and revisions to proposals~~. ~~As provided in t~~The request for proposals~~, negotiations~~ may provide that negotiations be conducted with responsible offerors who submit proposals determined to be reasonably acceptable for selection susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors until award is finalized.

~~(4) Reserved.~~

(6~~5~~) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the written basis on which the award is made.



13A(7)

(F) *Contracting for designated professional services.*

(1) *Authority.* In procuring architectural, engineering, landscape architectural, ~~and~~ surveyor services, or other professional services as defined in Florida Statutes 287.055(2) ~~as defined by the laws of the State of Florida,~~ the Village Manager shall comply with the requirements of the Consultant's Competitive Negotiation Act, (CCNA) Section 287.055, Florida Statutes.

(G) *Small purchases.*

(1) *General.* Any contract not exceeding $~~9~~15,000.00 over the life of the contract may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

(2) *Small purchases of ~~$3,~~5,000.00 or less.* The Village Manager shall have the discretion to purchase goods and services that do not exceed $~~3,~~5,000.00 in the manner he or she deems most appropriate.

(3) *Small purchases over ~~$3,~~5,000.00.* The Village Manager shall purchase goods and services in excess of $~~3,~~5,000.00 but that do not exceed $~~9~~15,000.00, upon obtaining price quotations from no less than three businesses, or, in the alternative, from a supplier that is on the current approved vendors list of, or who has been selected in a competitive process. ~~within the last 12-month period~~ by, within the last 24 month period by another governmental entity or public agency in the State of Florida and said award is still in effect. Award shall be made to the business offering the lowest acceptable quotation.

The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded in writing and maintained as a public record.

(H) *Sole source procurement.* A contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The illage Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount and type of each contract~~, a listing of the item(s) procured under each contract, and the identification number of each contract file~~.



13A(8)

(I) *Emergency procurements.* Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract~~, and the identification number of the contract file~~.

(J) *"Piggy back" purchases.* A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency in the State of Florida.

(K) *Not for profit Government related organizations.* The Village may enter into a contract for goods or services from a governmental related professional organization without the requirement for the competitive bidding process. Organizations that the Village can contract for goods or services include (but not limited to) the Federal, State and County League of Cities, The State and National professional organizations of the City Managers, City Attorney's, City Clerks, City Planners and Finance Officers Associations, and Florida Sheriffs' Association.

(L) Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

(M) Other exceptions. With the approval of theVillage Manager, the following supplies and services may be procured without competition, subject to the requirements of this Code:

(1) Servicing or warranty work of equipment by an authorized dealer or representative when work by another party would void a warrantee or guarantee;



13A(9)

(2) Renewal of software licenses;

(3) Used equipment and machinery;

(4) Advertising in newspapers, periodicals and related publications, television, radio and billboards;

(5) Commodities available only from the federal government, the State of Florida or Florida local governments;

(6) Fees, including medical fees and physician fees;

(7) Freight, storage charges, and demurrage;

(8) Licenses;

(9) Membership in professional, trade and other similar associations;

(10) Postage;

(11) Published books, manuals, maps, periodicals, films, technical pamphlets, CD's, DVD's, and copyrighted educational aids for use in libraries and for other informational and instructional purposes in instances in which other applicable law does not provide a restrictive means for the acquisition of them;

(12) Real property;

(13) Services of visiting speakers, lecturers, and performing artists;

(14) Utility services, the rates for which are subject to regulation by a state or federal regulatory agency;



13A(10)

(N) *Miscellaneous provisions.*

(1) If less than three responsive bids or proposals in response to a bid or an RFP or other competitive sealed proposal are received, the Village Manager may either: (a) reject the bids or proposals, change the bid specifications, evaluation criteria, or other material terms and conditions and re-solicit the procurement; or, (b) negotiate the best terms and conditions with the responsive bidder(s) or proposer(s). The Village Manager shall document the reasons that negotiating with the responsive bidders or proposers is in the best interest of the Village in lieu of re-soliciting competitive sealed bids or proposals.

(2) The Village Manager may create a selection committee to evaluate proposers' statements of qualifications, responses to RFPs, design-build proposals and franchise proposals. Members of the selection committee may be department heads or employees of departments charged with responsibility relating to the procurement, planning, building and engineering consultants to the Village, and other persons who possess the professional or business expertise to evaluate the qualifications and proposals.

The selection committee will evaluate and rank proposers, and make a written report and recommendation to the Village Manager

(O~~L~~) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Village. The reasons for cancellation shall be made part of the purchasing~~contract~~ file. Each solicitation issued by the Village shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Village. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any further procurement of similar items. Reasons for rejection shall be provided upon request to any ~~by~~ unsuccessful bidders or offerors.



13A(11)

(P~~M~~) *Determination of nonresponsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Village Manager. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the purchasing ~~contract~~ file and be made a public record.

(Q~~N~~) *Contract clauses and their administration.*

(1) Contract clauses. All contracts for goods and services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. Contract clauses may address, among others, the following subjects:

(a) the unilateral right of the Village to order in writing changes in the work within the scope of the contract;

(b) the unilateral right of the Village to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

(c) variations occurring between estimated ~~quantifies~~ quantities of work in contract and actual quantities;

(d) defective pricing;

(e) liquidated damages;

(f) no damages for delay by the Village;

(g) specified excuses for delay or nonperformance;

(h) termination of the contract for default;

(i) termination of the contract due to unavailability of funds in succeeding fiscal periods;

(j) termination of the contract in whole or in part for the convenience of the Village;

(k) suspension of work on a construction project ordered by the Village; and

(l) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

(i) when the contract is negotiated;

(ii) when the contractor provides the site or design; or



13A(12)

(iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) Standard clauses and their modification. The Village Manager, after consultation with the Village Attorney, may establish standard contract clauses for use in Village contracts.

(R~~O~~) *Contract administration.* A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the Village Manager.

(S~~P~~) *Village procurement records.*

(1) Purchasing~~Contract~~ file. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Village in a ~~contract~~purchasing file by theVillage Clerk ~~Manager~~.

(2) Retention of procurement records. All procurement records shall be retained and disposed of by the Village in accordance with the records retention guidelines and schedules approved by the Florida Department of State.

(T~~Q~~) *Bid protests.*

(1) Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Commission. Protestors must seek resolution of their complaints initially with the Village Manager. A protest of a solicitation of an invitation to bid or request for proposals shall be submitted in writing to the Village Manager prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. A protest of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Village Manager within ten days of the award of the contract.



13A(13)

(2) Stay of procurements during protests. In the event of a timely protest under this paragraph, the Village Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Village Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.

(3) Protest bond. A protestor shall post ~~file~~ a protest bond, equal to 15 percent of the bid amount, payable to the village in the event the protest is denied.

(U~~R~~) *Contract claims.*

(1) Decision of the Village Manager. All claims by a contractor against the Village relating to a contract shall be submitted in writing to the Village Manager for a decision. The contractor may request a conference with the Village Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recision.

(2) Notice to the contractor of the Village Manager's decision. The decision of the Village Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right under subparagraph (P)(3).

(3) Finality of Village Manager's decision; contractor's right to appeal. The Village Manager's decision shall be final and conclusive unless, with ten calendar days from the date of receipt of the decision, the contractor files a written appeal with the Village Commission. The contractor must exhaust these administrative remedies before petitioning the circuit court for review of the Village's administrative decision.

(4) Failure to render timely decision. If the Village Manager does not issue a written decision regarding any contract controversy within ten days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the contractor may proceed as if an adverse decision had been received.

**§ 36.26 - Violations.**

Any violation of this subchapter may be punished by a court of competent jurisdiction up to the maximum permitted under § 10.99. However, each expenditure in violation of this subchapter shall be deemed a separate violation.

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

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

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

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

The motion to approve the foregoing Ordinance on first reading was made by Commissioner Jorge Gonzalez, seconded by Vice Mayor Eddie Lim.

**THE VOTES WERE AS FOLLOW:**

| | |
|---|---|
| Mayor Connie Leon-Kreps | Yes |
| Vice Mayor Eddie Lim | Yes |
| Commissioner Wendy Duvall | Absent |
| Commissioner Richard Chervony | No |
| Commissioner Jorge Gonzalez | Yes |



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**APPROVED ON FIRST READING** during a regular session of the Village Commission of North Bay Village this 11th day of February 2014.

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED** by the Village Commission of North Bay Village, Florida, this ___ day of _____.

_____
Connie Leon-Kreps
Mayor

_____
Yvonne P. Hamilton, Village Clerk, CMC

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

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

North Bay Village Ordinance: Procurement Regulations



13A(16)

North Bay Village
Administrative Offices
1700 Kennedy Causeway, Suite 132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# NORTH BAY VILLAGE
## RECOMMENDATION MEMORANDUM

**DATE:** **February 11, 2014**

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

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

**PRESENTED BY STAFF: Bert Wrains, Finance Director**

**SUBJECT: PURCHASING CODE REVISIONS**

---

**RECOMMENDATION:**

It is recommended that the Village Commission approve the enclosed ordinance on first reading to revise the Village's Chapter 36 Purchasing Procedures.

**BACKGROUND:**

The Village's purchasing regulations were last revised in 2006. There are several areas of the code that I am recommending to be revised. The major items that are proposed for revision are:

1. Bid Bonds
2. Public Notices
3. Cone of Silence
4. Small Purchases thresholds
5. Purchases from Not For Profit Government Organizations
6. List of items Exempt from Formal Purchasing Procedures

13A(17)

First, this would authorize the manager to require bonds on contracts under the $50,000 threshold, and may adjust the advertising time from the mandatory 14 days. This amendment also incorporates the Village's "Cone of Silence" as required by Chapter 38 of the Code. The proposed ordinance revision also changes the maximum dollar amounts the Village Manager is allow to approve under the "Small Purchases" section of the purchasing code from $3,500 to $5,000 and the $9,000 limit to $15,000.

This revision also creates a new section that authorizes the Manager to obtain prices from other organizations. Most other organizations do not respond to public bids but may provide services that the Village could use. The Florida Sheriffs Association bids vehicles and the bids are available to all other governmental agencies. Our current regulation prohibits the Village from "piggy backing" off of this bid. Also, the Florida League of Cities provides some services, but they are prohibited from responding to a public bid.

The current purchasing ordinance requires bidding items that are not conducive to bidding. Items like software licenses, postage, dues to organizations, and service work that would void warrantees. This revision would remove the mandatory requirement.

**FINANCIAL IMPACT:**

These changes will make the procurements of goods and services that are authorized by the annual budget easier to contract for, while maintaining the competitiveness in the expenditure of public funds.

**BUGETARY IMPACT (Finance Dept):**

There is no identifiable impact. It is anticipated that the goods and services will be purchased competitively.

**PERSONNEL IMPACT:**

This should assist is expediting the purchasing process.

13A(18)

**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, MARCH 11, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED. ***(CONTINUED FROM FEBRUARY 11, 2014)***
2. AN APPLICATION BY ISLES OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
   A. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.
   B. BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F), (H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   C. BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   D. SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.
3. AN APPLICATION BY 1755 NBV, LLC IN CONNECTION WITH THE DEVELOPMENT OF A 132-UNIT, 24-STORY CONDOMINIUM HOTEL AT 1755 KENNEDY CAUSEWAY FOR THE FOLLOWING:
   A. REZONING OF THE PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY AND CURRENTLY IDENTIFIED IN MIAMI-DADE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0110, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTIONS 152.095 AND 152.100(A) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO CHANGE THE CURRENT ZONING DESIGNATION FROM CG (GENERAL COMMERCIAL) ZONING DISTRICT TO CL (LIMITED COMMERCIAL DISTRICT) AND AMENDING THE VILLAGE'S OFFICIAL ZONING DISTRICT MAP.
   B. A CODE TEXT AMENDMENT TO SECTIONS 152.003(5) AND 152.003(6) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REDEFINE THE DEFINITION OF "DWELLING, HOTEL ROOM" AND "DWELLING, HOTEL SUITE" AND ADD THE DEFINITION OF "KITCHEN FACILITIES".
   C. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE DEVELOPMENT OF A CONDOMINIUM HOTEL STRUCTURE TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C).
   D. BAY VIEW OVERLAY STANDARDS REVIEW, INCLUDING HEIGHT APPROVAL, PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   E. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.
   F. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132-UNIT 24-STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE.

   BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
4. AN APPLICATION BY 7914 BUILDING, LLC CONCERNING PROPERTY LOCATED AT 7914, 7916 AND 7918 WEST DRIVE, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
   A. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 52 UNIT, 15 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.
   B. BONUS DENSITY REVIEW PURSUANT TO SECTION 152.029(C)(8)(H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 "ADMINISTRATIVE POLICY AND PROCEDURE", OF THE CODE OF ORDINANCES TO UPDATE THE REQUIREMENTS AND PROCEDURES RELATED TO THE PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. ***(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
(February 21, 2014)

13A(19)

# Staff Report #1
# Rezoning

*Prepared for:* *North Bay Village Commission*

*Applicant:* *1755 NBV, LLC*

*Request:* *Rezone property from CG (general commercial zoning district) to CL (limited commercial district)*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

3/11/14

13B(1)

## General Information

| | |
|---|---|
| Owner/Applicant | 1755 NBV, LLC<br>Miguel A. Barbagallo, President<br>B Developments, LLC as Manager |
| Applicant Address | 1870 NW South River Drive<br>Miami, FL 33125 |
| Applicant Phone Number | 305-631-6660 |
| Site Address | 1755 79th Street Causeway |
| Contact Person | Neisen Kasdin |
| Contact Phone Number | 305-374-5095 |
| Contact E-mail Address | neisen.kasdin@akerman.com |
| Contact Address | One SE Third Ave, Suite 2500<br>Miami, FL 33131 |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG (General Commercial) | CL (Limited Commercial) |
| Use of Property | Parking Lot | Condominium Hotel |
| Acreage | 1.34 acres | 1.34 acres |

## Legal Description of Subject Property

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT.
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 1°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT;
THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF
INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE
NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

13B(2)



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## Request

The applicant is requesting pursuant to Sections 152.095 and 152.100(a) of the North Bay Village Code of Ordinances to change the current zoning designation from CG (general commercial zoning district) to CL (limited commercial district) and amending the Village's official zoning district map.

## Consistency with Comprehensive Plan

The requested rezoning to CL is consistent with the Comprehensive Plan. The property is designated Commercial on the Future Land Use Map (FLUM). Policy 2.1.1a of the Future Land Use Element identifies a hotel as one of the uses contemplated within this future land use category. The Applicant is proposing a hotel use and Sec. 3.4.2 of the Land Development Regulations (LDRs) identifies hotels as an allowable use in the Commercial Future Land Use Category and specifically refers to Sec. 152.031(b)(1) pertaining to hotels in the CL district.

## Adjacent Land Use Map Classifications and Zoning District

| | | |
|---|---|---|
| **North** | Future Land Use | Water |
| | Zoning District | Water |
| | Existing Land Use | Biscayne Bay |
| **East** | Future Land Use | Mixed Use |
| | Zoning District | Commercial Limited |
| | Existing Land Use | Hotel/Restaurant |
| **South** | Future Land Use | Commercial |
| | Zoning District | Commercial General |
| | Existing Land Use | Multi-family/ Restaurant/Office |
| **West** | Future Land Use | Commercial |
| | Zoning District | Commercial General |
| | Existing Land Use | Vacant (currently proposed multi-family development) |

13B(3)

## Analysis

Section 152.100(B)(2) of the North Bay Village Code of Ordinances sets forth conditions required for approval of a proposed zoning amendment. Specifically, no zoning amendment will be approved unless

(a) The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

*Applicant Response:* A group of parcels with CL zoning are located directly east of the site, on the north side of Kennedy Causeway. To the west and on the north side of Kennedy Causeway are parcels zoned CG. We understand that the Village is investigating the possibility of rezoning all commercially zoned (CL and CG) parcels into one commercial zoning district, thereby eliminating the current distinctions between the two commercial districts. Such an amendment would place all similarly situated properties on the north and south sides of Kennedy Causeway in the same category. In the absence of such a change, however, the Applicant proposes to rezone the Property to CL in order to be consistent with parcels at the north side of the Kennedy Causeway and to the east of the Property.

**Staff Comment:** We agree that at the present time, rezoning of the subject property to CL would place all similarly situated properties in the same or an appropriate complementary category. Nearby properties not zoned CL are zoned CG and CG is a complimentary zoning category that is compatible when in proximity to CL zoned properties.

(b) There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

*Applicant Response:* The main distinction between the CL and CG commercial districts is that CL is intended to allow for development of hotels and tourist amenities. If the property is rezoned to CL, the Applicant intends to develop the property with a hotel and restaurant, which will be in the general public interest and will help to invigorate a struggling commercial corridor.

**Staff Comment:** We agree that expanding the geographic area in which a hotel is permitted could be considered in the public interest.

(c) There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses

which an applicant states he intends to make of the property involved.)

*Applicant Response:* The Applicant does not propose to incorporate a new zoning district into the Code. Rather, the Applicant requests rezoning one property so as to be consistent with adjacent parcels with the same zoning designation.

**Staff Comment:** The Applicant has misunderstood the requirement. The intent of this section is that when the subject property is assigned a new district designation (i.e. rezoned) it should be recognized that any use permitted under the new zoning designation is allowed on that property. Therefore, a rezoning should be approved only if all uses allowed in the new zoning are appropriate for the subject property.

We do, however, find that all uses allowed in the CL district are appropriate for the subject property. The property is large enough to accommodate any of the permitted uses and a hotel is an appropriate use for the property, particularly given the fact the property is adjacent to a similarly zoned and developed parcel to the east.

(d) There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

*Applicant Response:* The proposed change will make the uses permitted on the Property consistent with those permitted on the adjacent property to the east. New uses are not proposed for the CL zoning district in connection with this change that might alter the character or adversely affect the neighborhood.

**Staff Comment:** We agree.

(e) The proposed change is in accord with the comprehensive master plan and sound comprehensive planning and zoning principles.

*Applicant Response:* According to the Comprehensive Plan for North Bay Village, the Property, as well as all properties on Treasure Island that are on the north side of Kennedy Causeway, are designated with Commercial future land use. The CL zoning district is compatible with the Commercial future land use designation. Further, the Applicant proposes to construct a hotel on the Property, which is clearly defined in the Comprehensive Plan as a commercial use.

**Staff Comment:** We agree.

13B(5)

## Planning and Zoning Board Recommendation

The North Bay Village Planning and Zoning Board recommended approval of this rezoning request by a 4-0 vote on January 30, 2014.

## Staff Recommendations

Based on the foregoing analysis, Staff recommends **approval** of the request to rezone the property to CL, Limited Commercial.

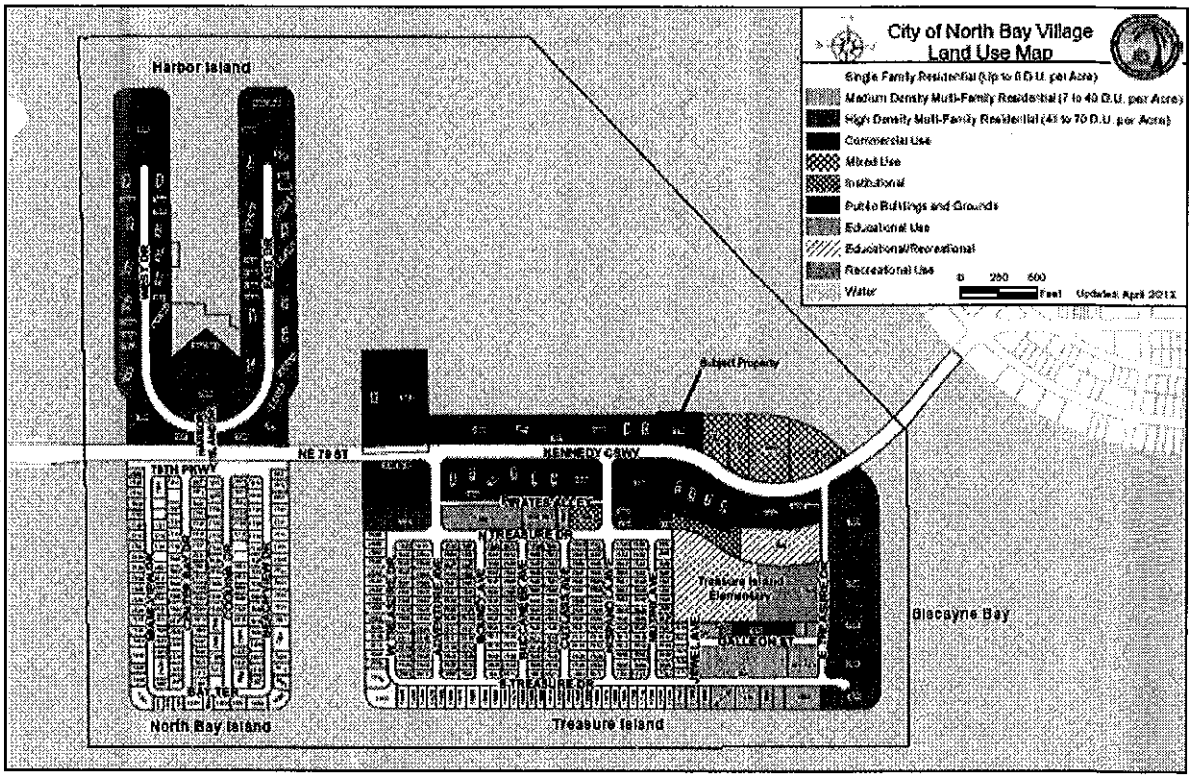
*Submitted by:*
James G. LaRue
James G. LaRue, AICP
Planning Consultant

March 4, 2014

Hearing: North Bay Village Commission, March 11, 2014

13B(6)

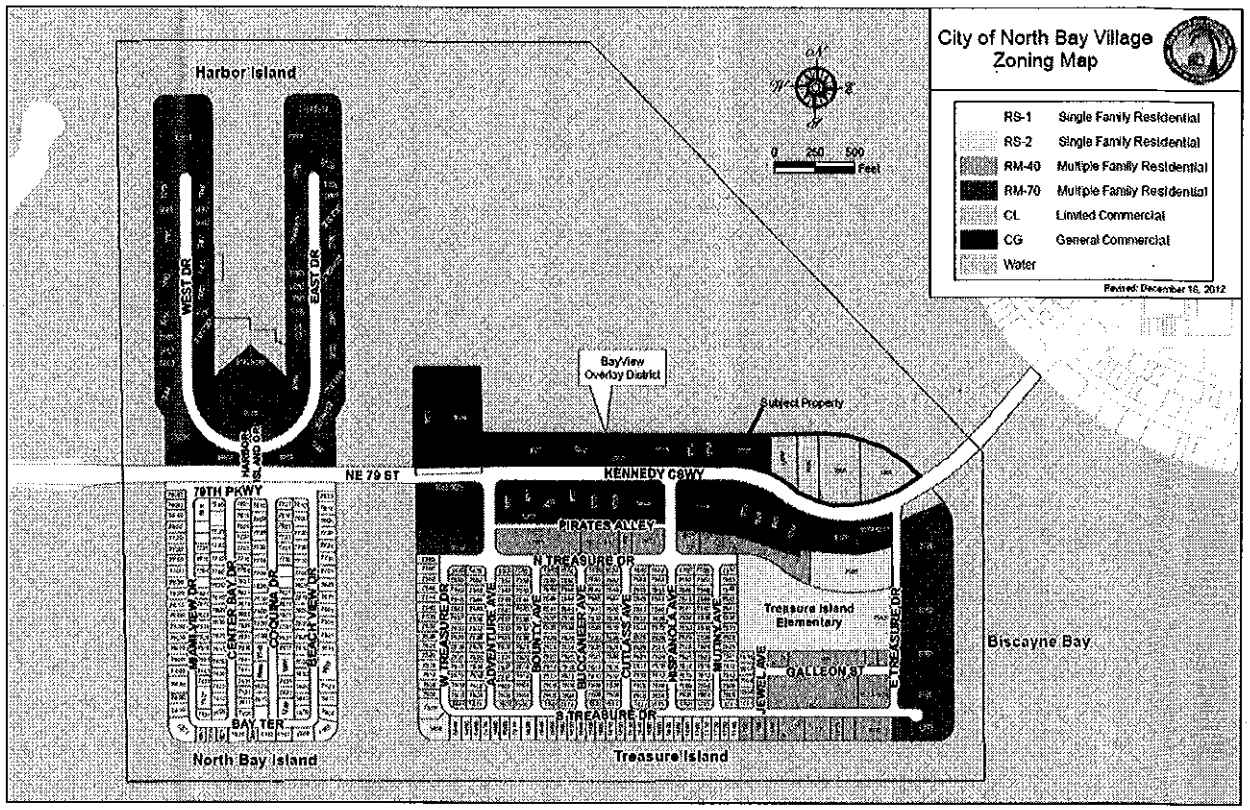
**FUTURE LAND USE**
**SUBJECT SITE AND ENVIRONS**






13B(7)

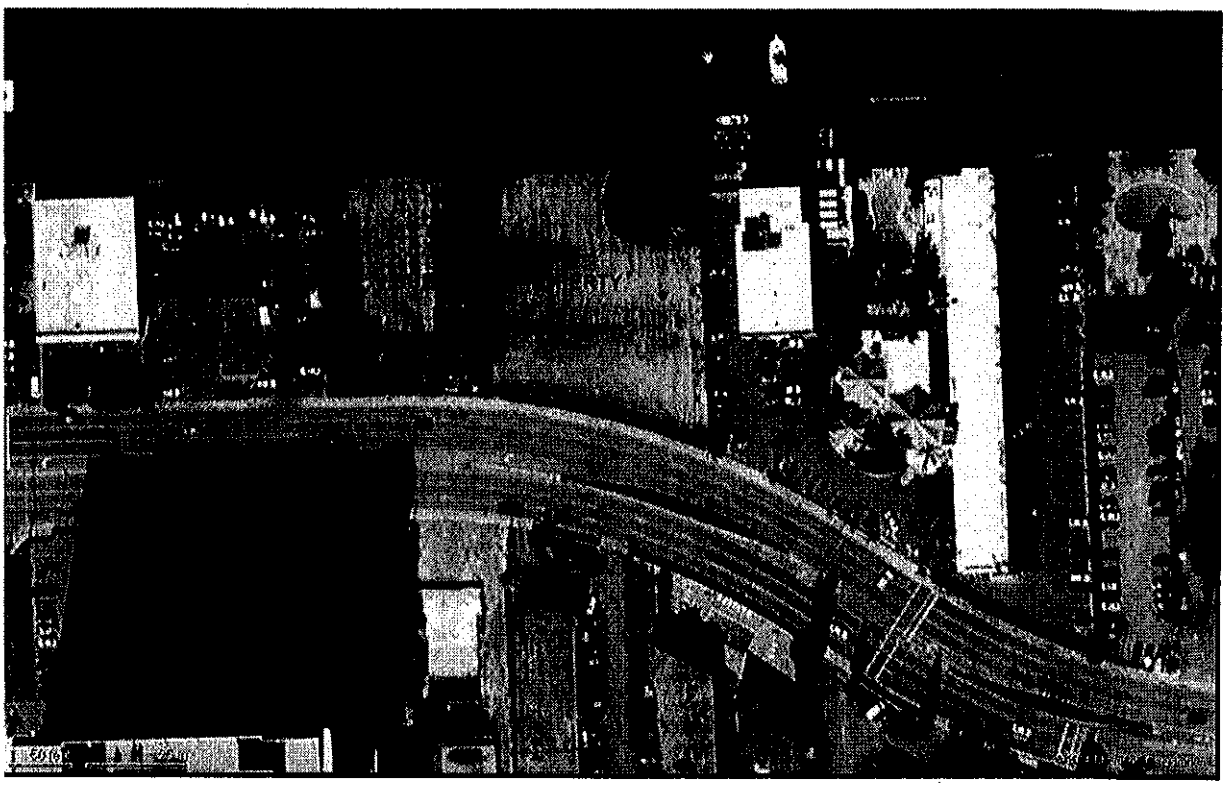
## ZONING
## SUBJECT SITE AND ENVIRONS






13B(8)

**AERIAL PHOTOGRAPH**
**SUBJECT SITE AND ENVIRONS**



# Staff Report #2
# Text Amendments to Chapter 152, Zoning

*Prepared for:* *North Bay Village Commission*

*Applicant:* *1755 NBV, LLC*

*Request:* *Redefine the definition of "dwelling, hotel room" and "dwelling, hotel suite".*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
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13B(10)

## General Information

| | |
|---|---|
| Owner/Applicant | 1755 NBV, LLC<br>Miguel A. Barbagallo, President<br>B Developments, LLC as Manager |
| Applicant Address | 1870 NW South River Drive<br>Miami, FL 33125 |
| Applicant Phone Number | 305-631-6660 |
| Site Address | 1755 79th Street Causeway |
| Contact Person | Neisen Kasdin |
| Contact Phone Number | 305-374-5095 |
| Contact E-mail Address | neisen.kasdin@akerman.com |
| Contact Address | One SE Third Ave, Suite 2500<br>Miami, FL 33131 |

## Request

Applicant is requesting a code text amendment to Sections 152.003(5) and 152.003(6) of the North Bay Village Code of Ordinances to redefine the definition of "dwelling, hotel room" and "dwelling, hotel suite".

> 152.003(5) Dwelling, hotel room. A residential unit, which is used on a temporary basis by transient guests ~~and does not contain kitchen facilities~~.
>
> 152.003(6) Dwelling, hotel suite. A group of hotel rooms connected together ~~containing no kitchen facilities~~.

## Analysis

Sec. 152.100 (A) of the Village Code of Ordinances states that changes to the zoning regulations shall be in general accord with sound principles of planning and zoning and with the purpose of the zoning regulations. In reviewing applications to amend portions of Chapter 152 that do not involve district boundaries or permissible uses, our staff will be using the six following basic considerations to determine whether or not a proposal is in general accord with sound planning and zoning principles and the intent of the Village's zoning regulations.

13B(11)

1. The proposed change and its likely effects are not contrary to Comprehensive Plan requirements.

   *Applicant Response*: Policy 2.1.1a of the Comprehensive Plan allows for hotel use on properties within the Commercial Future Land Use category. The provision of kitchens within hotel rooms does not change the function of a hotel room as a transient use and therefore is not contrary to the Comprehensive Plan requirements.

   **Staff Comment:** We agree

2. The proposed change and its likely effects are compatible with the intent of the LDRs and specifically the intent of the zoning district(s) affected.

   *Applicant Response*: The only zoning district that presently allows hotel use is CL. As set forth in Village Code of Ordinances Section 152.031(A), the purpose of this [CL] district is to provide for an area in which tourist accommodation, including but not limited to hotels and motels and accessory uses thereto, will be permitted. The option to include kitchen facilities within hotel rooms is not inconsistent with the LDRs since the intent is to provide for tourist accommodations. The applicant contends that offering kitchen facilities is an attractive amenity for a hotel.

   **Staff Comment:** While we agree that the stated intent is to provide an area where tourist accommodations are allowed and that, "offering kitchen facilities is an attractive amenity for a hotel" we also recognize that multi-family residential dwellings and other uses are also permitted. However, we do not agree with the Applicant's contention that the proposed changes to the definitions are compatible with the intent of the LDRs as a whole for the following reasons.

   The difference between a residential dwelling unit and hotel room dwelling unit is now based on the combination of two factors:

   1. That the hotel room is used on a temporary basis and,
   2. That the hotel room does not contain kitchen facilities.

   While there is no definition of "kitchen facilities" in either the LDRs or Chapter 152, the generally accepted definition for a kitchen is a room that contains cooking facilities. Therefore, at the minimum the current definition of a hotel room dwelling unit precludes the presence of cooking facilities. By virtue of precluding cooking facilities, the hotel room is not fit for other than temporary use. The prohibition of kitchen facilities is intended as a means to preclude residential use (i.e., permanent or semi-permanent residency). If a unit does not

have cooking facilities is it not generally considered fit to be used as living quarters, and would generally be expected to be smaller than one that is to be used as living quarters. Consequently, North Bay Village generally requires a larger minimum unit size, permits a lower allowable maximum density, and requires more parking for residential units than is the case for hotel units. Specifically, in the CL District the following apply:

| Type of Unit | Max. Density (units/ac.) | Minimum Unit Size (sf) | Minimum Off-street Parking Requirements |
|---|---|---|---|
| Hotel or motel room | 99.0 | 400 | 1 per sleeping room + 10% for guests |
| Multi-family : | | | |
| Efficiency | 87.1 | 400 | 1.5 per unit + 10% for guests |
| One-bedroom | 70.3 | 750 | 2 per unit + 10% for guests |
| Two-bedroom | 63.6 | 1,000 | 2 per unit + 10% for guests |
| Three-bedroom or larger | 58.1 | 1,150 | 3 per unit + 10% for guests |

Under the present regulations, the City does not have to monitor occupancy periods of hotel units to ensure that they are not used for other than temporary purposes. This is because, without cooking facilities, very few persons will normally want to stay in a unit for more than a relatively short period of time.

If kitchens are allowed in hotel rooms, they can then be considered as being designed for, and physically capable of, residential occupancy, despite the fact that;

1. They do not meet the minimum size required by the Village Code for dwelling units and,
2. The project has not provided the minimum number of parking spaces required to provide adequate parking for residential dwelling units.

The School Board of Miami-Dade County has recognized how transient units can be converted to, or otherwise be used for, residential purposes and includes in its School Concurrency and impact fee calculations a provision that if a hotel unit contains a kitchen or kitchenette, it is considered a residential unit for purposes of calculating its impact upon the school system.

A hotel that is primarily oriented to larger rooms, or multi-room suites is typically referred as a suites hotel or a residence hotel. A "suites hotel" typically involves a sitting room and a bedroom area and provides a kitchenette which includes a mini-refrigerator, microwave oven, and coffee maker and is geared to somewhat longer stays than the traditional hotel room. We should note that nowadays it is not uncommon for the traditional single-room hotel room to include a mini-fridge, microwave and coffee-maker.

A "residence inn", while it may provide some conventional hotel rooms and efficiency type suites, typically offers mainly one-bedroom or two-bedroom suites and these units are usually equipped with what is essentially a full kitchen, including full-size refrigerator, oven, microwave oven and coffee-maker. The residence inn, caters to extended stays and is probably most comparable to what one would expect if the definition of a hotel is changed to allow kitchen facilities. At least this is the type of hotel that the Applicant is proposing.

If we compare the trip generation rates for a high-rise residential condominium and those for "all suites hotel" as contained in the 8th Edition of "Trip Generation" prepared and published by the Institute of Traffic Engineers (ITE) we will find they are not appreciably different. Unfortunately, ITE does not provide trip generation figures for residence inns or apartment hotels. In fact, the trip generation factors provided below are based on small sample sizes and ITE notes that they should be used with caution.

Nevertheless, for our purposes, we believe the information indicates that hotel units, particularly multi-room units, with kitchen facilities, tend to have higher trip generation rates than do residential high-rise condominiums, although not dramatically so. Presumably, such uses would also have similar parking requirements.

| Description/ITE Code | 2008 ITE Vehicle Trip Generation Rates | | | |
|---|---|---|---|---|
| ITE Code/description | Units | Weekday | AM | PM |
| High Rise Residential Condo, 232 | DU | 4.18 | 0.34 | 0.38 |
| All Suites Hotel, 311 | Rooms | 4.90 | 0.38 | 0.40 |

The Code is now clear and simple to enforce, no kitchens are allowed; and density, and parking requirements are set in relation to that characteristic. If the Village should wish to allow hotels to include kitchens, then such hotel units should be subject to the density limitations, minimum unit sizes and parking requirements for residential units in the CL District. This would serve to prevent the conversion to residential use of hotel units that are below the minimum residential dwelling unit size, or units having been built with inadequate parking for the needs of residential use from being converted from hotel use to residential use, either as an entire project or on an individual unit basis.

We also believe that, for clarity, a definition of kitchen facilities should be included in the LDRs to distinguish transient use from a more residential use and suggest the following:

<u>Kitchen facilities: Any form of mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven and coffee-maker.</u>

3. The proposed change and its likely effects will not have an adverse effect on the public interest.

   *Applicant Response*: The proposed changes are not anticipated to adversely affect the public interest. The proposed changes will allow for greater flexibility and ability to offer a valuable amenity within tourist accommodations.

   **Staff Comment:** We do not entirely agree. Changing the definitions as requested, without compensating changes in allowable density, parking requirements and specifying appropriate minimum unit sizes based on the number of bedrooms may adversely affect the public interest. Hotel units with kitchens are likely to be occupied by more persons with more cars than is currently the case for conventional hotel units without kitchen facilities. Keeping the current parking requirement of just 1.1 spaces per hotel room will likely result in spillover demand for parking off-site, possibly resulting in parking in the public right-of-way. Furthermore, it is in the public interest to expect that uses of similar impact will be treated similarly. If hotels are allowed to have kitchen facilities without modifying the aforementioned development regulations, property owners would either be dismayed, or at best confused, as to why large hotel units with kitchens, which are likely to be occupied for extended periods of time, are subject to dramatically less stringent development standards than are residential condominium units.

4. The proposed change and its likely effects will not adversely affect living conditions, or be a deterrent to the improvement or development of other properties in the zoning district(s) affected or nearby thereto.

   *Applicant Response*: The proposed change will only affect the CL zoning district, which is currently the only district that allows for hotel use. The proposed changes are not anticipated to adversely impact living conditions or deter development in any way. As stated previously, the proposed change will allow for improved amenities within hotels.

   **Staff Comment:** We agree.

5. The proposed change will not create a density or intensity pattern that would overburden public facilities such as schools, streets, and utility services.

   *Applicant Response:* Any future proposed development project will be required to meet level of service standards for public facilities. The proposed text amendments will not affect the requirement for future developments to comply with level of service standards

**Staff Comment:** We agree the proposed change would not necessarily result in over burdening public facilities. However, the point is not whether or not the text amendment affects the requirement for future developments to comply with level of service standards. The question is, could the proposed text change contribute to the possibility of creating a situation that may lead to future developments bumping up against the level of service ceiling earlier than might otherwise occur without the text amendment.

By allowing hotels to provide kitchen facilities, it creates the opportunity for more hotel units of a configuration and size that would be capable of accommodating families to reside for a period of time sufficient to qualify their children to attend public schools for part of the year. This would increase the future enrollment projections beyond what is now anticipated to be generated within North Bay Village.

6. The proposed change will not result in increased traffic congestion, flooding or drainage problems, or otherwise affect public safety.

*Applicant Response:* As stated above, any proposed project would be required to meet level of service standards and to comply with flood hazard and drainage regulations in the interest of public safety. The proposed text amendments will not affect the requirements for future projects to meet such requirements.

**Staff Comment:** We reiterate our statement that this item does not deal with whether or not the text amendment affects the requirement for future developments to comply with level of service standards. However, we agree that the text change itself will not result in increased traffic congestion, flooding or drainage problems, or otherwise affect public safety.

## Planning and Zoning Board Recommendation

At the January 30, 2014 North Bay Village Planning and Zoning Board meeting, the board recommended approval of the following by a vote of 3-1:

1. Adoption of applicant requested North Bay Village Land Development Code change to revise the definitions of "Dwelling, hotel room" and Dwelling, hotel suite" as follows:

    a. *Dwelling, hotel room.* A residential unit, which is used on a temporary basis by transient guests~~ and does not contain kitchen facilities~~.

    b. *Dwelling hotel suite.* A group of hotel rooms connected together~~ containing no kitchen facilities~~.

2. Adoption of the staff recommended North Bay Village Land Development Code change to revise the definition of "Kitchen facilities" as shown in the staff recommendations section below.

3. For this project, operation of the hotel shall adhere to the Florida Statute definition of public lodging establishment, which includes hotels, as shown in Florida Statute Section 509.013(4)(a) as follows:

    > "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings, which is rented to guests more than three times in a calendar year for periods of less than 30 days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests."

    With the understanding that hotel occupancy be for no more than 90 non-consecutive days with a 30 day interval between.

4. For this project, no kitchen facilities shall be allowed in units that are less than 750 square feet in size.

5. The density for this entire project shall be calculated on hotel occupancy, 132 units at 99 units per acre.

## Staff Recommendations

If the Village should wish to allow hotels to include kitchens, then such hotel units should be subject to the density limitations, minimum unit sizes and parking requirements for residential units in the CL District, as set forth in the following table

| Type of Unit | Max. Density (units/ac.) | Minimum Unit Size (sf) | Minimum Off-street Parking Requirements |
|---|---|---|---|
| Hotel or motel room without kitchen facilities* | 99.0 | 400 | 1 per sleeping room + 10% for guests |
| Hotel or motel unit with kitchen facilities | | | |
| Efficiency | 87.1 | 400 | 1.5 per unit + 10% for guests |
| One-bedroom | 70.3 | 750 | 2 per unit + 10% for guests |
| Two-bedroom | 63.6 | 1,000 | 2 per unit + 10% for guests |
| Three-bedroom or larger | 58.1 | 1,150 | 3 per unit + 10% for guests |
| *A portable mini-refrigerator, portable microwave oven, and coffee-maker are allowed. | | | |

We also recommend including a definition of kitchen facilities in Chapter 152 to read as follows:

> *Kitchen facilities.* Any form of mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven and coffee-maker.

We also recommend the Florida Statute definition of public lodging establishment be utilized in the enforcement of occupancy lengths. Florida Statute Section 509.013(4)(a) reads as follows:

> "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings, which is rented to guests more than three times in a calendar year for periods of less than 30 days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests."

Please see attached article regarding the subject of "Condominium Hotels".

Submitted by:
James G. LaRue
James G LaRue, AICP
Planning Consultant

March 4, 2014

Hearing: North Bay Village Commission, March 11, 2014

# Is a Condominium Hotel Really a Hotel?

## Zoning Regulations Are Evolving to Be Sure

**By Paul D'Arelli**

The recent condominium hotel craze has required developers and their real estate counsel to struggle with the issue of whether a condominium hotel unit is an interest in real property or a security that must be registered under applicable securities regulations. The general understanding is that a condominium hotel unit in a properly structured and implemented development and marketing program will likely be recognized as a real property interest and not as a security. Dolphin of Virginia Beach, SEC No-Action Letter, 1983 WL 29824, at *4 (Dec. 9, 1983); One Central Park West, SEC No-Action letter, 1995 WL 648105, at *10 (Nov. 2, 1995). Land use lawyers are now struggling, however, with local governments over whether a condominium hotel is really a "hotel" unit or a residential unit. The issue confronting practitioners is how should condominium hotels be regulated from a zoning perspective to maintain the hotel-versus-residential distinction in a manner that complies with applicable state law against regulation based on form of ownership, while also minimizing potential securities registration implications.

Condominium hotel units are proving to be popular purchases for a seasonal resident or vacationer. They provide a predictable place to stay, with all the conveniences and amenities customary to a hotel (maid service, and so on), together with the opportunity to derive income from the unit when it is not occupied by the owner, without the typical management headaches of being a landlord. For developers, the condominium hotel has become a vehicle for financing developments in a market in which traditional hotel financing has become scarcer. Many local governments in Florida and other tourist destinations have slowly become educated about the necessity of the condominium hotel as a financing mechanism and are generally embracing the concept. Nonetheless, many municipalities have been, are, or will be contemplating reworking their zoning and land development regulations to ensure that condominium hotels are truly the "hotels" they are represented to be by their developers and not a subterfuge for permanent residences.

Although the possibility that a guest could take up long-term residence in a hotel that is under single ownership has always been present, local governments are concerned that such long-term residency would be more frequent in a condominium hotel and are therefore seeking to prevent such proliferation for a variety of reasons. In some communities, local officials wish to ensure as a benefit to the local economy that condominium hotel use remains transient so that the condominium hotel adds to the supply of hotel rooms to support the needs of visiting consumers. Some local governments also may be motivated by the fact that transient use generates bed taxes or occupancy taxes for the local government that residential use does not. Perhaps most significantly, the distinction between transient and residential use may be important to a local government for zoning compliance reasons. For example, although a hotel may be a permitted use in a commercial zoning or land use district, multifamily residential use may not be permitted. Or, where hotel and residential uses are both permitted, hotel use may be permitted at a higher density per acre than multifamily residential. In addition, from a public impact perspective (traffic, schools, and so on), the analysis of a proposed hotel project will be different from the analysis of a proposed residential project, and the mitigation of impacts will be determined accordingly. For all these reasons, local zoning regulations geared toward ensuring that a condominium hotel is indeed a "hotel" are evolving rapidly, and developers and their counsel need to consider their implications.

### State Law Prohibits Regulating Ownership

A starting point for discussing municipal regulation of condominium hotels is to understand the limitations on such regulation that might be imposed by state law. For example, Florida law prohibits local government from basing building and zoning regulations on the form of ownership. "All laws, ordinances, and regulations concerning buildings or zoning shall be construed and applied with reference to the nature and use of such property, without regard to the form of ownership." Fla. Stat. Ann. § 718.507; see also Ala. Code § 35-8-21; Ariz. Rev. Stat. § 33-1205; Nev. Rev. Stat. Ann. § 116.1106; N.C. Gen. Stat. § 47C-1-106. Under

Paul D'Arelli is a shareholder in the Fort Lauderdale, Florida, office of Greenberg Traurig and the vice-chair of the Real Property Land Use and Zoning Committee.



13B(19)

such statutes, local governments cannot prohibit a condominium form of ownership of a hotel in favor of traditional single ownership of hotel properties, but they can craft land development regulations to ensure that a project approved as a hotel actually operates and is *used* as a hotel.

The Florida statutes governing licensure of hotels can be instructive about what constitutes "the nature and use of a hotel." For example, Florida defines a variety of types of "public lodging establishments," including hotels, as

> 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.

Fla. Stat. Ann. § 509.013(4(a) (emphasis added). The statute further defines a "hotel" as "any public lodging establishment containing sleeping room accommodations for 25 or more guests *and providing the services generally provided by a hotel and recognized as a hotel in the community* in which it is situated or by the industry." Id. § 509.242(1)(a) (emphasis added). Therefore, from the state's perspective, if the building provides customary hotel services (maid service, and so on) and is advertised and recognized as a hotel, it is a hotel for licensing purposes, regardless of form of ownership. From an occupancy standpoint, the requirement that the units be rented to guests more than three times in a calendar year for periods of less than 30 days would not be applicable provided it is "advertised or held out to the public as a place regularly rented to guests." Id. § 509.013(4)(a). On this basis, lengthy stays by owners are permitted and the facility can still be consistent with the state requirements for licensing as a "transient lodging" if the facility is advertised as being regularly rented to guests and customary hotel services are provided.

Within these broad parameters, local governments have responded to the proliferation of condominium hotels by adopting regulations on an ad hoc basis to establish criteria that distinguish between those buildings that "provide services generally provided by a hotel" and that are "recognized as a hotel in the community" and are, in the local government's view, truly hotels, as opposed to potential residential buildings incognito. Similar local regulations are cropping up in other states to ensure that the transient nature of a proposed condominium hotel is maintained. As explained in this article, these new zoning regulations generally seek to (1) mandate required physical attributes of hotel and condominium hotel units,

**From the state's perspective, if the building provides customary hotel services and is advertised and recognized as a hotel, it is a hotel for licensing purposes, regardless of form of ownership.**

(2) establish operational requirements for hotels and condominium hotels, and (3) impose maximum length of stay by owners and occupants.

### Physical Attributes of Hotels vs. Residences: Disappearing Distinctions

One of the difficulties that developers' counsel are facing is that many local governments have an outdated concept of the characteristic features of a hotel that may be out of sync with the demands of the current traveling consumer. For instance, hotels of the past typically comprised single small rooms in the range of 100–300 square feet with no or limited cooking facilities, no in-room laundry facilities, and small closets. In contrast, hotels today often comprise suites that have separate living and sleeping quarters, large closets, full kitchens, and even in-room washers and dryers. This evolution in the nature of hotel facilities, which are increasingly being designed as suitable for extended stays with all the conveniences of home, has proven inconsistent with the zoning regulations of many jurisdictions that have a narrow definition of "hotel." Furthermore, some elected officials are suspicious that a developer is really trying to develop and market residential dwelling units under the guise of a hotel when the units take on the physical attributes that are customary of a residential unit.

The following is a typical "hotel" definition that is characteristic of those that have historically abounded in zoning codes across the country to limit the amenities a hotel room can include:

> HOTEL. A building in which lodging or boarding and lodging are provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, a hotel is open to the public, in contradiction to a boarding or lodging house, apartment, motel or multiple dwelling. HOTELS typically include accessory uses such as meeting or convention facilities and recreational facilities but *individual rooms do not include kitchen facilities.*

Town of Melbourne Beach, Fla., Land Dev. Code art. I., § 1A-3 (emphasis added). (Author's note: Many of the codes and ordinances cited in this article for which no Internet cite is provided may be accessed at www.amlegal.com/library or at www.municode.com/resources/online %20library.asp.) Some local governments allow "hotel suites" or "extended stay hotels" that may include kitchen facilities and other amenities:

> *Hotel suite:* An area within an establishment licensed as a hotel or motel by the State of Florida, which area



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provides a sleeping accommodation *and kitchen or cooking facilities* for the use of one (1) or more transient guests registered under one (1) entry with the establishment.

- A hotel suite shall: consist of a *minimum net floor area of . . . 450 square feet* (exclusive of bathroom, closet and balcony areas); have maid service provided by the establishment; be fully furnished (furniture, linens, dishware and cookware); and be served by a central switchboard telephone system. When hotel suites are listed as a permitted use, the licensed establishment must provide and *operate a minimum of . . . 85 such suites or any combination of hotel suites, hotel rooms, or motel rooms providing a net area* (exclusive of bathrooms, closets, balcony areas, or common areas) of not less than . . . 38,250 square feet.

Fort Lauderdale, Fla., Code or Ordinances ch. 47, art. XI, § 47-35.1 (emphasis added).

> *Hotel Suites* means a facility offering temporary lodging accommodations to the general public in which rooms or suites *may include kitchen facilities and sitting rooms in addition to the sleeping room.* The phrase temporary lodging refers to a rental period with a normal duration of no more than 1 week.

Las Vegas, Nev., Mun. Code tit. 19, § 19.20.020 (2003) (emphasis added). As condominium hotel development projects have sought entitlement, zoning lawyers have attempted to pigeonhole these projects into hotel, hotel suite, and similar zoning code definitions. Although regulators are sometimes successful at making a proposed condominium hotel product fit within such an existing code definition (sometimes relying on a creative interpretation from a zoning official; for example, that a small refrigerator, sink, and cooktop are not "cooking or kitchen facilities" within the meaning of the applicable regulations), at other times a code amendment is necessary to permit the type of physical amenities that are required for a marketable condominium hotel. An example of a more progressive local government regulation that acknowledges that more extensive amenities do not in and of themselves convert a hotel to a residence is Hollywood, Florida's definition of "Condominium Hotel." City of Hollywood, Fla., Ordinance No. 0-2006-24.

**As condominium hotel development projects have sought entitlement, zoning lawyers have attempted to pigeonhole these projects into hotel, hotel suite, and similar zoning code definitions.**

### Operational Requirements

In addition to the physical attributes that historically have characterized hotel rooms, hotels have customary operational features. As local governments amend their zoning regulations to provide definitions that account for the nontraditional hotel room amenities (for example, full kitchens, washers and dryers, among others), they often impose requirements to ensure that the facility operates in the customary manner of a hotel facility by requiring such things as a continuously staffed front desk, central mail delivery, central telephone switchboard, central reservation system, maid service, hotel signage, and key disbursement by an attendant, to name a few. See City of Aventura, Fla., Code of Ordinances ch. 31, art. II, § 31-21, available at www.municode.com/resources/gateway.asp?pid=13153&sid=9; City of Madeira Beach, Fla., Code of Ordinances pt. II, subpt. B, ch. 82, § 82.2, available at www.municode.com/resources/gateway.asp?pid=13126&sid=9.

### Length of Stay Limitations

Perhaps the single greatest challenge for local governments has been imposing length of stay limits on condominium hotels that prevent unit owners from effectively using their units as places of residence for themselves or a tenant. Enforcement of length of stay requirements has been an ongoing concern because, as a practical matter, it is difficult to monitor how long a tenant or owner actually occupies the unit. In essence, "hotels" are by most definitions intended to provide something less than permanent residency, although length of stay limits historically have not been specifically enumerated in local zoning regulations. In light of the surge in popularity of the condominium hotel, however, many local governments are revisiting their definitions of "hotel" to explicitly account for and limit the longer stays of unit owners that may be characteristic of condominium hotels. In making those revisions, local governments are grappling with the decision of when in their opinion the use by the owner crosses the line from "transient" to "permanent." For example, is the use "transient" if an owner stays 30 days and the unit is made available by the management entity to third-party guests the balance of the year? What if the owner stays 60 days? 90 days? 180 days?

Just as local governments have various objectives in limiting length of stay as mentioned above (for example, maintaining a supply of hotel rooms for a local tourist-driven economy, generating bed or occupancy taxes, and zoning and land use compliance), they have various views on the appropriate length of stay. In Broward County, Florida, condominium hotels have been constructed or are in the works in Fort Lauderdale, Pompano Beach, Dania Beach, Hollywood, and Weston. See, e.g., City of Weston, Fla., Code of Ordinances tit. I, ch. 12, § 12.1, available at www.amlegal.com/nxt/gateway.dll/



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Florida/weston/cityofwestonflorida codeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:weston_fl. Both the county and municipal governments have land use regulatory authority in these locations. The Broward County Planning Council staff has opined that a condominium hotel "that functions in the same manner as a conventional hotel, with the exception that units may be purchased with the understanding access and ability to use the unit [are] limited to a maximum number of days" would be considered

**To be considered a nonresidential use in Broward County, the condominium hotel unit must be occupied by the owner for less than "a significant majority of the year."**

a nonresidential use "subject to confirmation from the local municipality that their regulations prohibit the conversion of condominium/hotel units to full-time owner or renter occupied dwelling units and that condominium/hotel units will be available for a significant majority of the year for hotel guests, and not for use by hotel/condominium unit purchasers." Letter from Henry Sniezek, Broward County Planning Council to Jaye Epstein, City of Hollywood (May 25, 2004) (on file with the author).

Thus, to be considered a nonresidential use in Broward County, the condominium hotel unit must be occupied by the owner for less than "a significant majority of the year." The county is leaving it up to each municipality to determine what constitutes a "significant majority of the year." In Fort Lauderdale and Pompano Beach, code amendments are under way that would limit stays by owners to 30 days, three times per year. In Dania Beach, planning staff has determined that an upward limit of a 90-day stay by an owner in a year is an appropriate limitation to maintain hotel use. Hollywood, Florida, recently adopted an ordinance that limits owner occupancy to 150 days in any 12-month period. Hollywood, Fla., supra.

Additional examples of zoning regulations that have been adopted either to expand the definition of hotel to address length of stay can include simple ones such as the one adopted by Aventura, Florida, referred to above or more detailed ones such as the Napa, California, municipal code. See City of Napa, Cal., Mun. Code §§ 17.06.030, 17.52.095, available at www.napa-ca.gov/NapaSire/N2/NapaSireMenu.htm.

### Typical Condominium Hotel Zoning Regulation Criteria and Issues for Consideration

A review of zoning regulations emerging around the country to regulate condominium hotels reveals some consistent themes, as well as some unique concepts. The types of criteria one might encounter in current or proposed regulations geared toward the condominium hotel are:

- *Maximum length of stay.* Examples have been noted ranging from a 14-day to 180-day maximum stay by the same occupant or owner. See City of Boynton Beach, Fla., Code of Ordinances pt. 3, ch. 2, § 6-F-16. Some codes provide a limited exception to the length of stay restriction (5% of units or a manager's unit exempt, for example). See Aventura, Fla., supra.
- *Record-keeping requirement for government inspection to ensure compliance with occupancy limits.* Management and/or individual unit owners may be required to keep occupancy logs for a period of time, subject to inspection by the local government for compliance with occupancy limitations. See Napa, Cal., supra.
- *Enforcement mechanism for occupancy limitations.* One of the most significant concerns for local governments is how to enforce the length of stay restrictions that they adopt. One such enforcement mechanism is to require a certification of compliance by affidavit or otherwise by the hotel management entity at the time of renewal of the occupation license for the hotel. See Aventura, Fla., supra. Combined with the record-keeping requirement noted above, this certification requirement gives the local government the ability to review the books for compliance and withhold renewal of the occupation license for noncompliance.
- *Central management or reservation system.* Some codes require a single, central reservation system. See City of Gulf Shores, Ala., Zoning Ordinance art. 4, available at www.cityofgulfshores.org/pages_2006/CDD/Zoning/Contents.pdf. Others require that a reservation system be made available to unit owners without being mandatory. See City of Pompano Beach, Fla., Draft Ordinance No. 2006, City Commission Agenda No. 2006-23 (Sept. 12, 2006). The latter approach, in which use of the central reservation system is optional, provides greater comfort to developers' counsel that securities registration will not be an issue (see discussion below).
- *Signage as a hotel.* Some codes require the condominium hotel property to have visible signage so that visitors will know that rooms are available to the general public for transient occupancy. See Hollywood, Fla., supra.
- *Maximum unit size.* Some local governments impose a maximum unit size to make it less likely that units would be suitable or marketable for permanent residency. See Madeira Beach, Fla., supra (850 square-foot maximum unit size).
- *Collection of tourist or bed taxes.* In



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addition to explicitly stating that condominium hotels are subject to the collection and payment of bed or transient occupancy taxes as are any other hotels, some codes require a payment in lieu of the transient occupancy tax if a unit is not made available for rent to guests for the required minimum number of days per year. See City of Indian Wells, Cal., Mun. Code tit. 21, ch. 21.08, available at www.amlegal.com/nxt/gateway.dll/California/indian/cityofindianwellscaliforniacodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:indianwells_ca.

- *Supervised front desk with key disbursement by attendant.* Some municipalities require that the hotel have a front desk with an attendant on duty at all times and that all room keys, even for owners, be disbursed by the attendant. See Aventura, Fla., supra.
- *Central telephone system/switchboard.* Some local governments require all hotels to have a central telephone system as opposed to direct dial-in phones in each unit. See Gulf Shores, Ala., supra.
- *Mail delivery by attendant.* Some municipalities have regulations that require mail to be delivered by an attendant rather than having individual mailboxes. See Aventura, Fla., supra.
- *Single utility meter.* Some codes prohibit individual electric and water meters for each unit, which are indicative of permanent residences, because hotel buildings traditionally are served by single meters. See Gulf Shores, Ala., supra.
- *Prohibition against use of hotel address for vehicle or voter registration or homesteading.* Some local governments explicitly provide in their codes that condominium hotel units cannot be used for voter registration or vehicle registration or homesteading to preclude owners from deriving benefits that would be available to permanent residents. See Madeira Beach, Fla., supra. Some codes provide an exception for voter or vehicle registration for an on-site manager who lives on the premises or for registration of a vehicle owned by the management entity (a courtesy shuttle, for example). See Weston, Fla., supra.
- *Prohibition on conversion to multifamily use without further government approval.* Because hotels have different zoning requirements from multifamily residential units, some codes explicitly say that a hotel cannot be converted to residential units without approval of the local government, although such approval may be inherently required by operation of the applicable zoning regulations. See Boynton Beach, Fla., supra.
- *Requirement for standardized room décor.* To ensure that individually owned hotel units maintain a uniform aesthetic, so that the condominium hotel looks like any other hotel to the visiting public, some local governments have mandated that rooms have uniform furniture, furnishings, and décor. See Gulf Shores, Ala., supra.
- *Minimum number of rooms.* Some local governments require that a condominium hotel have a minimum number of rooms. See Hollywood, Fla. (200-room minimum). This requirement would obviously prohibit a boutique condominium hotel.
- *Occupational license for each room.* In addition to requiring an occupational license for the hotel, some local governments also require an occupational license for each separately owned unit. See Madeira Beach, Fla., supra.
- *Qualificational standards for the management entity.* Some local governments establish minimum standards for the hotel management. For example, Hollywood, Florida, requires the operator to be affiliated with a national or international chain or franchise; Napa, California, requires that the management entity must have five consecutive years of experience managing "first class" hotels and have 10 other properties currently under management. See Hollywood, Fla., supra; Napa, Cal., supra.

As condominium hotel regulations with one or more of the above-mentioned or other criteria are increasingly being formulated and codified in local zoning codes, one must contemplate whether local governments are paying heed to applicable statutory mandates like the one in Florida that "all regulations concerning building or zoning be construed and applied . . . without regard to the form of ownership." Fla. Stat. Ann. § 718.507. More specifically, is the municipality complying with the statutory mandate of nondiscrimination if a condominium hotel has a maximum length of stay for occupants imposed by regulation whereas a single-owner hotel does not? Or, if a condominium hotel must comply with record-keeping requirements that a single-owner hotel does not? Or, if a condominium hotel must maintain a standardized room décor whereas a single-owner hotel can have an eclectic mix of decors? If such zoning regulations are suspect because they in fact provide for disparate treatment of condominium hotels and single owner hotels merely because of the ownership structure, when state law would seem to prohibit such disparity, then perhaps it would be prudent for local governments to make their hotel regulations more uniform in applicability to all hotels regardless of ownership. (For example,



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the Aventura, Florida, definition of "hotel" makes no mention of ownership.) See Aventura, Fla., supra.

In addition to striving to comply with such state law requirements, a local government that wants to be sensitive to potential securities registration issues with developers' condominium hotel offerings should tailor local zoning ordinances accordingly. For example, one operational requirement of some local governments that causes developers' counsel angst is that there be a single, central reservation system for renting hotel rooms. See Madeira Beach, Fla., supra. The discomfort over such a requirement stems from a 1973 Securities and Exchange Commission release that set forth three categories of condominium offerings that would be viewed as a security by the SEC. Offers and Sales of Condominiums or Units in a Real Estate Development, Securities Act Release No. 33-5347, 38 Fed. Reg. 1,735 (Jan. 4, 1973). One category included the offering of a condominium unit together with a rental or similar arrangement in which the buyer must hold the unit available for rental for any part of the year, *must use an exclusive rental agent*, or must otherwise be materially restricted in the occupancy or rental of the unit. Subsequent no-action letters from the SEC have stated that SEC staff will not recommend enforcement action, notwithstanding the above, if certain criteria are met, including the criteria that there be no limitations on owner occupancy of the condominium hotel unit other than those established in generally applicable zoning regulations. Nonetheless, to steer clear of offending the stated prohibition in the 1973 release against an arrangement whereby a buyer "must use an exclusive rental agent," developers' counsel would prefer to see the zoning regulation state, if anything at all, that a central reservation system or agency be made available, but not be mandatory.

On the other hand, the no-action letters provide an apparent safe harbor for limitations imposed on owner occupancy provided they are established in generally applicable zoning regulations. Thus, a condominium hotel developer actually may prefer that certain other standards be codified in the zoning regulations. For example, a developer may want to ensure that owner occupancy is limited to provide a guarantee of sufficient hotel room inventory for revenue generation to entice a management entity. That developer would actually prefer to have the local government mandate the length of stay in the zoning ordinance. Although one might at first blush believe that any length of stay limitation would necessarily be objectionable to the condominium hotel developer, such a reasonable limitation may eliminate the need for the developer to impose one unilaterally in the condominium documents or otherwise in a manner that might have securities registration implications.

**One operational requirement of some local governments that causes developers' counsel angst is that there be a single, central reservation system for renting hotel rooms.**

It should be noted, however, that in at least two no-action letters issued by the SEC, the limitations on length of stay were included in zoning regulations that were alleged to "predate" and be "independent of the offering of the condominium units." The Dolphin of Virginia Beach, Inc., supra; One Central Park West, supra. Therefore, whether there is a benefit in having length of stay limitations imposed by local regulation may depend on the timing of adoption of such regulations. Moreover, development lawyers may want to be cautious about their involvement in the process because regulations influenced by development counsel may not be "independent of the offering of the condominium units." Although there does not appear to be any direct written determination on this issue by the SEC, it may be prudent for developer's counsel not to initiate a zoning reform to impose a length of stay limitation and, in an abundance of caution, not to proffer any explicit suggestions to the local zoning staff or officials regarding the appropriate length of stay limitation that would suggest a less burdensome restriction on owner occupancy when evaluating and commenting on a local government's proposed zoning regulations.

## Conclusion

Developers undoubtedly will continue to bring condominium hotel projects into more communities. Therefore, their development lawyers should expect to confront "hotel" regulations that may be inadequate for accommodating the hotel and condominium hotel product that the market is supporting today. When entering a community that is not experienced with condominium hotels, a key first step is to educate the planning and zoning staff and local elected officials so that they understand that the condominium hotel concept is a beneficial financing mechanism and not just a devious attempt to build multifamily units where they might not otherwise be permitted. Once the local government understands the condominium hotel concept, the land development lawyer should be prepared to help educate the planning staff and elected officials about the potential securities registration and project marketability implications of current regulatory schemes or proposed zoning regulatory reforms. The goal of local government should be to craft hotel regulations that are consistent with applicable state law, that minimize securities registration issues for developers, that allow marketable condominium hotel projects to be developed, and that also provide the local government with the comfort that condominium hotels are just that: hotels. ■



American Bar Association, Probate & Property, January/ February 2007, "Is a Condominium Hotel Stil a Hotel?: Zoning Reguations are Evolving to be Sure" by Paul D'Arelli. Reproduced with permission. All materials within these Web pages are copyrighted. The American Bar Association. All rights reserved. This information or any portion thereof may not be copied or disseminated in any form or by any means or downloaded or stored in an electronic database or retrieval system without the express written consent of the American Bar Association.

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# Staff Report #3
# Variance

*Prepared for:* *North Bay Village Commission*

*Applicant:* *1755 NBV, LLC*

*Request* *Variance to allow less than the side-yard setback as required by the Bayview Overlay District*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

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## General Information

| | |
|---|---|
| Owner/Applicant | 1755 NBV, LLC<br>Miguel A. Barbagallo, President<br>B Developments, LLC as Manager |
| Applicant Address | 1870 NW South River Drive<br>Miami, FL 33125 |
| Applicant Phone Number | 305-631-6660 |
| Site Address | 1755 79th Street Causeway |
| Contact Person | Neisen Kasdin |
| Contact Phone Number | 305-374-5095 |
| Contact E-mail Address | neisen.kasdin@akerman.com |
| Contact Address | One SE Third Ave, Suite 2500<br>Miami, FL 33131 |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG (General Commercial) | CL (Limited Commercial) |
| Use of Property | Parking Lot | Condominium Hotel |
| Acreage | 1.34 acres | 1.34 acres |

## Legal Description of Subject Property

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT.
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41 '24" EAST 1,960.00 FEET; THENCE NORTH 1 °37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1 °37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT;
THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF
INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE
NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

## Request

The Applicant is requesting a variance pursuant to Section 152.097 of the North Bay Village Code of Ordinances in connection with the development of a condominium hotel structure to allow less than the side-yard setback as required by Section 152.032(C)(2)(C).

This section specifies lots less than 500 feet in depth in the Bayview Overlay (BVO) District must provide two side yards that total 60% of the lot width, with the smallest side not being less than 20% of the width of the lot. The width of the applicant's lot is 300 feet. One side setback is shown at 60 feet; therefore, the other side setback should be 120 feet. Instead, it is currently being shown as 20 feet. The applicant is 100 feet short of the required side setback.

It should be noted that the original plans depicted a 15 foot side setback on the east side instead of a 20 foot setback. The applicant did revise the plans prior to the Planning and Zoning Board meeting and the Planning and Zoning Board's recommendation (provided below) is based on the 20 foot setback currently depicted.

## Required Findings

The Sec. 152.097(B) and (C) requires that in order to authorize, recommend or grant any variance, the reviewing body(ies) must make an affirmative finding with respect to the criteria listed below. For ease of review, each of the criteria contained in subparagraphs (B)(1) through (B)(3) have been separated into their component parts, as follows:

(1)a. That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

*Applicant Response:* The unique circumstances relating to the Property are that it is irregularly shaped and occupies a relatively small area (1.34 acres). The Property measures just 300 feet wide along its Biscayne Bay frontage (the Kennedy Causeway frontage is not a straight line) and 180 feet deep at the west (narrower) side. The requirement for 60% of the lot width to be free and open to the sky (pursuant to the definition of "yard") significantly restricts the building envelope and results in an unnecessary hardship.

**Staff Comments:** There are no special circumstances or conditions to this property which are not applicable to other properties in the BVO District. This property is not unusually shaped or narrow compared to nearby properties. Due to the curve of Kennedy Causeway in this area, there are several properties that are not equal sided rectangles and in fact have steeper curves (see attached zoning map). The subject parcel, because of the curve, only

has a minor change in depth on each side. This property also has greater width than other similarly curved properties in this District which offers a greater ability to provide adequate setbacks. Additionally, the acreage of 1.34 is not a small area if the density or intensity were more appropriate.

The purpose of the BVO District is to allow buildings to be taller in order to provide greater setbacks for the provisions of vistas to Biscayne Bay. The applicant cannot claim special and unusual circumstances of the land just because the maximum height in the BVO District can't be reached for this property. As requested the height of the proposed building is over 100 feet above the height allowed under the CL regulations.

(1)b. that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property;

*Applicant Response:* No specific comments.

**Staff Comments:** The BVO regulations were written to allow taller buildings in exchange for providing wider vistas to Biscayne Bay. The applicant's property has ample width of 300 feet, and a reasonable design for this property could have met the setback requirements. Without meeting the full intent of the BVO District the applicant's current design for this development has artificially or self-created this variance request.

(1)c. and that the strict application of the provisions of this chapter would (or would not) deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would (or would not) involve an unnecessary hardship for the applicant.

*Applicant Response:* No specific comments.

**Staff Comments:** There could be ample development and reasonable use of this property without having to have a setback variance. The applicant's building could increase in height in order to allow greater setbacks and has already proposed a much greater height than allowed in the CL District. There is no hardship just because the applicant doesn't wish to meet the District requirements. Also, it should be noted that there would be reasonable use of this land even if the BVO District was not utilized.

(2)a. That granting the variance requested will not (or will) confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district;

*Applicant Response:* Granting the variance does not confer on the Applicant any special privilege. Should another property owner believe that a property

would be unnecessarily burdened as a result of the regulation, the property owner is able to submit a request for a variance, provided the variance criteria are met.

**Staff Comments:** The granting of the variance for this property negates the purpose of the Overlay District. If approved, the variance would confer a special privilege to this property holder. The benefit to the public is missing if the applicant is allowed to go over 240 feet in height without meeting the greater setback standards of this Overlay District.

(2)b. and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

*Applicant Response:* No specific comments.

**Staff Comments:** The variance requested is not the minimum that would make possible the reasonable use of this property. The Applicant can make reasonable use of the property without receiving a variance.

*(3)* That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

*Applicant Response:* Granting the variance will be in harmony with the general intent of this chapter as the purpose of the BVO regulations is to encourage larger scale projects than would otherwise be permitted by right in the underlying zoning district. The project will not be injurious to the neighborhood nor detrimental to the public welfare; the vision for the project is to revitalize the commercial corridor along Kennedy Causeway and to improve the quality of life for its residents. Granting of the variance will allow the project to proceed as designed and work towards enhancing the commercial corridor as a destination for tourists and residents of the neighborhood and region.

**Staff Comments:** The variance, if granted nullifies the purpose of the BVO District. It would set an example for other setback variance requests. The "taller and slimmer" approach needs to be followed if the vision of the District and the Charrette study is to be implemented. It is injurious to the very purpose of establishing this District if scenic viewing areas larger than normal are not furnished when property owners are developing or redeveloping in this District.

The City's LDC contains the same criteria in Sec. 2.7.6 as discussed above except they are numbered (1) through (6). The LDC also includes a seventh criterion which reads as follows:

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

   **Staff Comments:** The applicant has not stated that this was a reason for this request but has indicated that the extra costs of building higher than the currently proposed height would be prohibitive.

## Planning and Zoning Board Recommendation

The Planning and Zoning Board recommended approval of a variance request for a 20 foot setback where 120 feet are required by a 3-2 vote on February 18, 2014.

## Staff Recommendations

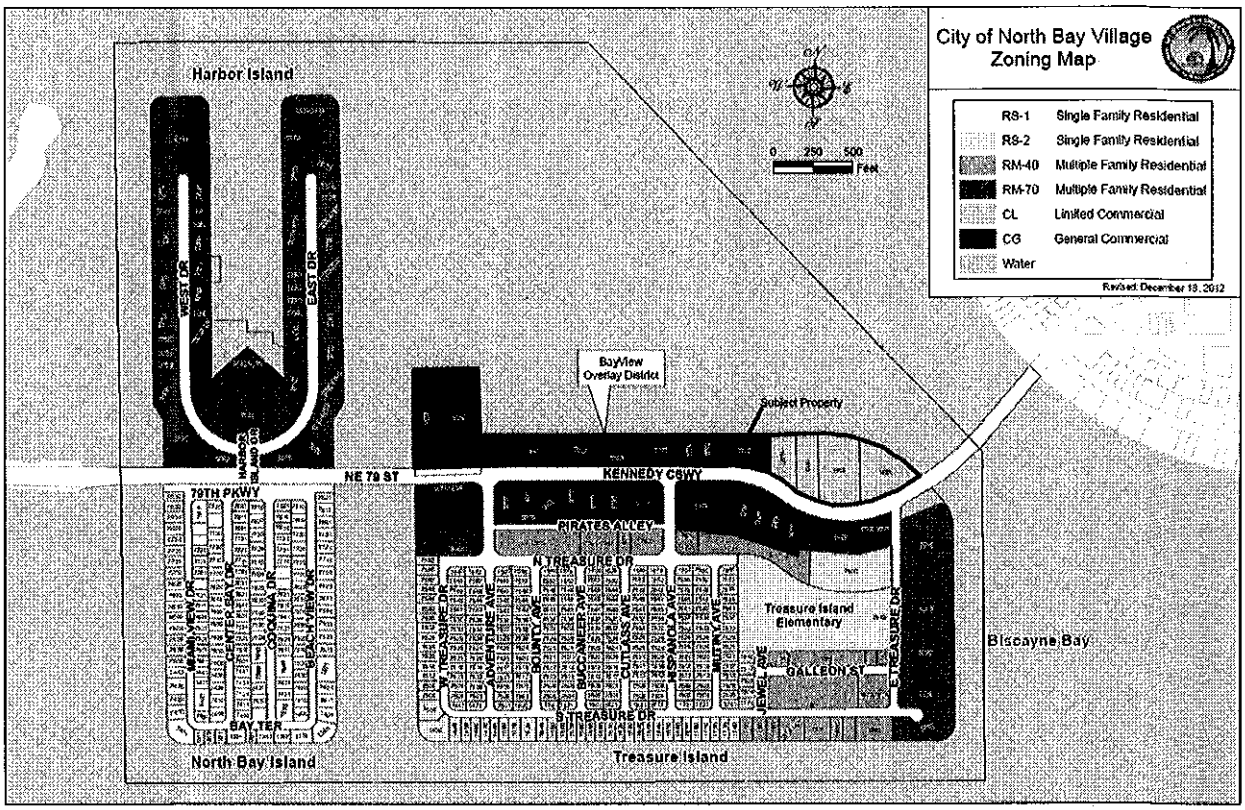
Staff finds that the requested variance **does not** meet the requirements of Section 152.097(C) in that the materials submitted do not adequately allow for an affirmative finding on each of the criteria contained in 152.097(B) as specifically identified by the foregoing Staff Comments. Consequently, staff recommends **denial** of the requested variance to allow less than the side-yard setback required by the Bayview Overlay District.

*Submitted by:*
James G. LaRue
James G. LaRue, AICP
Planning Consultant

March 4, 2014

Hearing: North Bay Village Commission, March 11, 2014

**ZONING**
**SUBJECT SITE AND ENVIRONS**



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# Staff Report #4
# Bay View Overlay (BVO) Standards

*Prepared for:* *North Bay Village Commission*

*Applicant:* *1755 NBV, LLC*

*Request:* *BVO review including height approval*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

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## General Information

| | |
|---|---|
| Owner/Applicant | 1755 NBV, LLC<br>Miguel A. Barbagallo, President<br>B Developments, LLC as Manager |
| Applicant Address | 1870 NW South River Drive<br>Miami, FL 33125 |
| Applicant Phone Number | 305-631-6660 |
| Site Address | 1755 79th Street Causeway |
| Contact Person | Neisen Kasdin |
| Contact Phone Number | 305-374-5095 |
| Contact E-mail Address | neisen.kasdin@akerman.com |
| Contact Address | One SE Third Ave, Suite 2500<br>Miami, FL 33131 |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG (General Commercial) | CL (Limited Commercial) |
| Use of Property | Parking lot | Condominium Hotel |
| Acreage | 1.34 acres | 1.34 acres |

## Legal Description of Subject Property

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT.
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41 '24" EAST 1,960.00 FEET; THENCE NORTH 1 °37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1 °37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT;
THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF
INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE
NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

13B(33)

## Request

Bay View Overlay standards review, including height approval, pursuant to Section 152.032(a)(3) of the North Bay Village Code of Ordinances.

## Required Findings

The subject property is within the Bayview Overlay (BVO) District as created by North Bay Village in 2012. When a CL property is located in the BVO District, all provisions of Section 152.032 shall apply. When the provisions of the BVO are applied to a property in the zoning district, the bonus height provisions of Section 152.029(C) shall also apply.

## Planning and Zoning Board Recommendation

The Planning and Zoning Board recommended approval of this request by a 5-0 vote on February 18, 2014.

## Staff Recommendations

Staff recommends this property is eligible to be reviewed under the provisions of the Bayview Overlay District. The bonus height provisions can also be applied allowing the condominium hotel to be over the 130 foot maximum height allowed under the CL Zoning District and eligible to be built up to the maximum height allowed in the BVO District if the proper setbacks are met.

*Submitted by:*
James G. LaRue
James G. LaRue, AICP
Planning Consultant

March 4, 2014

Hearing: North Bay Village Commission, March 11, 2014

13B(34)



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# Staff Report #5
# Special Use Exception

*Prepared for:* *North Bay Village Commission*

*Applicant:* *1755 NBV, LLC*

*Request:* *Special exception for twenty percent of parking spaces designated for compact vehicles*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

13B(35)

## General Information

| | |
|---|---|
| Owner/Applicant | 1755 NBV, LLC<br>Miguel A. Barbagallo, President<br>B Developments, LLC as Manager |
| Applicant Address | 1870 NW South River Drive<br>Miami, FL 33125 |
| Applicant Phone Number | 305-631-6660 |
| Site Address | 1755 79th Street Causeway |
| Contact Person | Neisen Kasdin |
| Contact Phone Number | 305-374-5095 |
| Contact E-mail Address | neisen.kasdin@akerman.com |
| Contact Address | One SE Third Ave, Suite 2500<br>Miami, FL 33131 |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG (general Commercial) | CL (Limited Commercial) |
| Use of Property | Parking Lot | Condominium Hotel |
| Acreage | 1.34 acres | 1.34 acres |

## Legal Description of Subject Property

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT.
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41 '24" EAST 1,960.00 FEET; THENCE NORTH 1 °37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 1 °37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT;
THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF
INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE
NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OR PLACE OF BEGINNING

13B(36)



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## Request

The applicant is requesting a special use exception pursuant to Sections 152.042(e) and 152.098 of the North Bay Village Code of Ordinances to allow up to twenty (20) percent of the development's required parking spaces to be designed specifically for compact vehicles.

## General Description

The proposed site plan for the hotel-condominium development shows 28 of the 242 required parking spaces to be designed for compact vehicles.

## Consistency with Comprehensive Plan

The request for compact spaces, if approved for this site plan, is consistent with the Village's Comprehensive Plan, and the provision of safe on-site traffic flow as per Transportation Policy 3.2.7.

## Consistency with Special Use Exception Standards

Allowing up to twenty percent of the required parking spaces to be compact spaces would not "substantially affect adversely the uses permitted in these regulations of adjacent property".

## Planning and Zoning Board Recommendations

The Planning and Zoning Board recommended approval of this special exception request by a 5-0 vote on February 18, 2014.

## Staff Recommendations

Staff finds that the request **is** consistent with Sections 152.042(e) and 152.098 in that this special use exception will not adversely affect the uses permitted in the regulations of adjacent properties.

Staff recommends **approval** of this request for the parking spaces designated for compact vehicles contingent upon a positive approval of a site plan for this development.

*Submitted by:*
James L. LaRue
James L. LaRue, AICP
Planning Consultant

March 4, 2014

Hearing: North Bay Village Commission, March 11, 2014

13B(37)

01-15-14P04:04 RCVD

Neisen O. Kasdin

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January 14, 2014

Jim LaRue, Planning Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

**Re: 1755 Kennedy Causeway**
**North Bay Village, FL**

Dear Mr. LaRue:

This letter serves as a supplement to the Letter of Intent ("LOI") submitted on December 23, 2013 on behalf of the applicant, 1755 NBV, LLC (the "Applicant"), for the project known as 1755 Kennedy Causeway (the "Project" and the "Property"). Specifically, this LOI addresses requests for additional information, as memorialized in two (2) memos from your office, dated January 8, 2014 and January 9, 2014, and in an email from your office dated January 10, 2014.

In response to the January 8, 2014 memo, an estimate of water and sewer demand for the project has been submitted to Rodney Carrero-Santana, Public Works Director. A special use exception application is hereby submitted in order to authorize the use of the Bay View Overlay (BVO) district regulations, as well as to authorize the use of up to 20% of required parking spaces as compact spaces. The requirements set forth in Section 152.098 of the Village Code of Ordinances are addressed, in order to justify the request for special use exceptions.

In response to your January 9, 2014 memo, Section 152.100(A) of the Village Code of Ordinances related to text amendments is addressed below.

**A. <u>Special Use Exception</u>**

As set forth in Village Code of Ordinances Section 152.098(B), the City Commission may permit certain uses or buildings as special use exceptions, *provided there are clear*

*indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.*

The BVO district regulations allow for buildings up to 340 feet in height to be constructed on properties located within the BVO district. The Project will utilize bonus building height, available via the BVO district regulations, to allow for a building that extends above the height permitted as of right in the CG (current) zoning district and CL (proposed) zoning district. The proposed use of the BVO district regulations to construct a building taller than would be permitted in the underlying zoning district is not anticipated to adversely affect adjacent properties. Properties to the east and west also lie within the BVO district and therefore are eligible for the same bonus building height that is available for the Project.

Section 152.042(E) of the Village Code of Ordinances allows for up to 20 percent of required parking spaces to be designed for small vehicles, provided the spaces are marked "for compact cars only" and located in a defined area. The Project includes such provision for compact cars. The uses of adjacent properties will not be adversely impacted by the use of compact spaces, as the required parking for the Project will be exceeded onsite.

**B. <u>Text Amendment</u>**

As detailed in the LOI dated December 23, 2013, the applicant requests amendment to the following definitions as set forth in the Village Code of Ordinances:

**152.003(5) Dwelling, hotel room. A residential unit, which is used on a temporary basis by transient guests ~~and does not contain kitchen facilities~~.**

**152.003(6) Dwelling, hotel suite. A group of hotel rooms connected together ~~containing no kitchen facilities~~.**

The proposed text amendments comply with the Village Code of Ordinances Section 152.100(A), as follows:

1. *The proposed change and its likely effects are not contrary to Comprehensive Plan requirements.*

Policy 2.1.1a of the Comprehensive Plan allows for hotel use on properties within the Commercial Future Land Use category. The provision of kitchens within hotel rooms does not change the function of a hotel room as a transient use and therefore is not contrary to the Comprehensive Plan requirements.

13B(39)

2. *The proposed change and its likely effects are compatible with the intent of the LDRs and specifically the intent of the zoning district(s) affected.*

The only zoning district that presently allows hotel use is CL. As set forth in Village Code of Ordinances Section 152.031(A), *the purpose of this* [CL] *district is to provide for an area in which tourist accommodation, including but not limited to hotels and motels and accessory uses thereto, will be permitted.* The option to include kitchen facilities within hotel rooms is not inconsistent with the LDRs since the intent is to provide for tourist accommodations. The applicant contends that offering kitchen facilities is an attractive amenity for a hotel.

3. *The proposed change and its likely effects will not have an adverse effect on the public interest.*

The proposed changes are not anticipated to adversely affect the public interest. The proposed changes will allow for greater flexibility and ability to offer a valuable amenity within tourist accommodations.

4. *The proposed change and its likely effects will not adversely affect living conditions, or be a deterrent to the improvement or development of other properties in the zoning district(s) affected or nearby thereto.*

The proposed change will only affect the CL zoning district, which is currently the only district that allows for hotel use. The proposed changes are not anticipated to adversely impact living conditions or deter development in any way. As stated previously, the proposed change will allow for improved amenities within hotels.

5. *The proposed change will not create a density or intensity pattern that would overburden public facilities such as schools, streets, and utility services.*

Any future proposed development project will be required to meet level of service standards for public facilities. The proposed text amendments will not affect the requirement for future developments to comply with level of service standards.

6. *The proposed change will not result in increased traffic congestion, flooding or drainage problems, or otherwise affect public safety.*

As stated above, any proposed project would be required to meet level of service standards and to comply with flood hazard and drainage regulations in the interest of public safety. The proposed text amendments will not affect the requirements for future projects to meet such requirements.

Based on the foregoing analysis, we respectfully request approval by the Village Commission for the Project.

Sincerely,

Neisen O. Kasdin



13B(41)

Akerman

Neisen O. Kasdin

Akerman LLP
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Miami, FL 33131-1714
Tel: 305.374.5600
Fax: 305.374.5095

December 23, 2013

Jim LaRue, Planning Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

**Re: 1755 Kennedy Causeway**
**North Bay Village, FL**

Dear Mr. LaRue:

On behalf of the applicant, 1755 NBV, LLC (the "Applicant"), enclosed herein please find an application for development of the subject property, located at 1755 Kennedy Causeway (the "Property") in North Bay Village (the "Village"), Florida. The Property is approximately 1.34 acres in size and presently occupied by a surface parking lot. The proposed development will consist of a 132-unit, 22-story condominium hotel with attached parking structure and with accessory commercial uses on the ground floor (the "Project"). The accessory commercial uses are likely to include a restaurant with waterfront terrace, as well as retail uses. This application includes a request for site plan approval, rezoning, variance, Code text amendment and request to utilize up to 20% compact parking spaces. Since the Property is located adjacent to Biscayne Bay, in addition to this submittal, the Applicant will submit a separate application for review by the Biscayne Bay Shoreline Committee.

The Property is located on the north side of Kennedy Causeway on Treasure Island and is within the heart of the commercial district of the Village. Historically, this area of the Kennedy Causeway was a vibrant enclave of restaurants and retail destinations, although in recent years the area has experienced a decline. Through this Project, the Applicant seeks to revitalize the Causeway and create a destination for residents and tourists, drawing activity and revenues to the Village. As part of the Project, a portion of bay walk will be constructed along the Property's Biscayne Bay frontage to create linear access for pedestrians along the waterfront.

The Property is located within the General Commercial (CG) zoning district as depicted

on the North Bay Village Zoning Map. Similarly zoned properties are located to the west and south. Parcels to the east are within the Limited Commercial (CL) zoning district. The Property also lies within the Bay View Overlay (BVO) district, which was adopted pursuant to Ordinance 2012-08, and is codified as Code Section 152.032 (the "BVO regulations"). The BVO regulations allow for height and density bonuses for commercial properties on the north side of Kennedy Causeway.[1] Per the North Bay Village Land Use Map, the Property is designated as Commercial land use.

## 1. Application for Rezoning

The Applicant proposes to rezone the Property from its present zoning designation of CG to CL. An aggregation of parcels within the CL zoning district is located at the north side of Kennedy Causeway directly east of the Property. The Applicant proposes rezoning because the CG regulations do not allow for a hotel use, whereas the CL district allows hotels. The rezoning is consistent with current land development patterns, as the property to the east is zoned CL and is occupied by a hotel. The rezoning would not affect consistency with the Comprehensive Plan as Commercial future land use designation is compatible with both the CG and CL zoning districts.

The proposed rezoning is consistent with North Bay Village Code Section 152.100(B)(2), Amendments and changes to zoning, comprehensive plan regulations, as follows:

*(a) The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.*

A group of parcels with CL zoning are located directly east of the site, on the north side of Kennedy Causeway. To the west and on the north side of Kennedy Causeway are parcels zoned CG. We understand that the Village is investigating the possibility of rezoning all commercially zoned (CL and CG) parcels into one commercial zoning district, thereby eliminating the current distinctions between the two commercial districts. Such an amendment would place all similarly situated properties on the north and south sides of Kennedy Causeway in the same category. In the absence of such a change, however, the Applicant proposes to rezone the Property to CL in order to be consistent with parcels at the north side of the Kennedy Causeway and to the east of the Property.

[1] An ordinance to amend the BVO regulations was heard by the Village Commission at first reading on May 14, 2013. This ordinance would amend the BVO regulations as follows: *When a CL zoned property is located in the Bay View Overlay District, all provisions of Section 152.032 shall apply. When the provisions of the Bay View Overlay District are applied to a property in this zoning district [CL], the bonus height provisions of Section 152.029(C)(8) shall also apply.* Although not presently codified, if adopted, this ordinance would allow a property in the CL Zoning District and Bay View Overlay District to utilize the bonus height and density provisions of the RM-70 regulations, regardless of whether the project is residential in nature.

*(b) There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.*

The main distinction between the CL and CG commercial districts is that CL is intended to allow for development of hotels and tourist amenities. If the property is rezoned to CL, the Applicant intends to develop the property with a hotel and restaurant, which will be in the general public interest and will help to invigorate a struggling commercial corridor.

*(c) There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).*

The Applicant does not propose to incorporate a new zoning district into the Code. Rather, the Applicant requests rezoning one property so as to be consistent with adjacent parcels with the same zoning designation.

*(d) There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.*

The proposed change will make the uses permitted on the Property consistent with those permitted on the adjacent property to the east. New uses are not proposed for the CL zoning district in connection with this change that might alter the character or adversely affect the neighborhood.

*(e) The proposed change is in accord with the comprehensive master plan and sound comprehensive planning and zoning principles.*

According to the Comprehensive Plan for North Bay Village, the Property, as well as all properties on Treasure Island that are on the north side of Kennedy Causeway, are designated with Commercial future land use. The CL zoning district is compatible with the Commercial future land use designation. Further, the Applicant proposes to construct a hotel on the Property, which is clearly defined in the Comprehensive Plan as a commercial use.

2. **Application for Site Plan Approval**

The proposed project consists of a 22-story condominium hotel with 132 units as well as a parking structure that will be incorporated into the podium of the building. Approximately 6,245 sq. ft. of accessory commercial uses will be located on the ground floor, with access from

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inside the building.[2] Approximately 5,284 sq. ft. will be dedicated to the lobby/common areas. The Applicant envisions a restaurant to occupy the waterfront accessory commercial space and outdoor terrace on the ground level, while the remaining accessory commercial areas on the ground level will be used for retail use with specific tenancy to be determined at a later time.

Pursuant to Policy 2.1.1.a. of the North Bay Village Comprehensive Plan, "Commercial" means *A broad range of general and professional office, retail, banking, hotel, service establishments, and high density residential.* Further, this policy identifies a maximum floor area ratio (FAR) of 2.5 for commercial uses. The Project's FAR will not exceed 2.5, which is consistent with the Comprehensive Plan.

The proposed density has been calculated in accordance with the table set forth in Code Section 152.031(C)(3), which allows hotel and motel units at a maximum density of 99 units per acre. Based on the site area of 1.34 acres, this allows for a maximum of 132 hotel units. Additionally, Code Section 152.031(C)(3) requires a minimum of 440 sq. ft. of lot area per unit. The total required square footage of lot area for 132 hotel units totals 58,080 sq. ft; a more than sufficient 58,370 sq. ft. is provided onsite.

The proposed hotel units are broken down as follows:

| **Hotel Units** | **Description** | **Average Unit Size** | **Number Proposed** |
|---|---|---|---|
| Unit Type 1 | efficiency | 420 sq. ft. | 36 |
| Unit Type 2 | one-bedroom | 819 sq. ft. | 42 |
| Unit Type 3 | two-bedroom | 1,317 sq. ft. | 54 |
| Total | | | 132 |

The project is in compliance with the requirements for site plans that contain more than 299 sq. ft. of commercial space as described at North Bay Village Code Section 152.105(C)(9)(a) through (d) as follows:

*(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.*

The Project will not result in undesirable effects on contiguous and nearby property. The project is anticipated to positively impact an underutilized commercial corridor. The Project will

[2] Per Code Section 152.031(B)(4), the CL district allows *Office, retail, and service commercial facilities of an ancillary nature within structures containing 100 or more dwelling units, time sharing units, or guestrooms. Access to such nonresidential facilities shall be only from inside the building and there shall be no external advertising signs, display windows, or entrances. Said uses shall be considered accessory uses to the building and not independent therefrom. Such commercial facilities shall be on a separate floor or otherwise segregated from dwelling units.* The proposed commercial uses are accessory to the hotel, not independent uses.

consist of an attractive building and landscaping on what is presently a surface parking lot and will provide public access along the waterfront.

*(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.*

The proposed project provides sufficient off street parking and loading facilities, as discussed later in this letter.

*(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.*

The Project is a striking building that will enhance the character of the commercial corridor along Kennedy Causeway. The streetscape will be enhanced by the provision of attractive landscaping along the Property's frontage, thereby enhancing the appearance and character of the neighborhood and substantially improving the pedestrian realm from its present condition.

*(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.*

The project will have direct access to Kennedy Causeway. The impacts to the roadway are discussed within the Traffic Impact Study prepared by Richard Garcia & Associates, which is enclosed with this application. Existing infrastructure is available to serve the site.

**A. Bay View Overlay District**

The Property is located within the Bay View Overlay (BVO) district and is thereby eligible for bonus height above the maximum building height permitted as of right within the CL zoning district. The bonus heights described at 152.029(C)(8)(A) through (F) are being utilized for the Project and added together total ninety feet.[3]

Pursuant to North Bay Village Code Section 152.032(A)(3)(b), the project:

[3] Per North Bay Village Code Section 152.029(C)(8)(A) through (F), a developer is able to purchase bonus building height in ten and twenty foot increments for impact fees assessed per unit; the available bonus height totals 90 feet. Code Section 152.032(C)(a) of the Bay View Overlay District regulations indicates that a building height of up to 340 feet may be approved after *a property is approved for a building height of 240 feet under the building height bonus provisions of subsections 152.029(C)(8)8(A) through 8(F).* However, in the CL district, it is not possible to achieve a building height of 240 feet solely through utilizing all of the bonus height provisions of 152.029(C)(8)(A) through (F).

13B(46)

*1. Is compatible with surrounding intensities and densities of development.*

The Project is not incompatible with surrounding intensities and densities, but will consist of higher intensity development than adjacent properties. The property to the west is presently vacant and the property to the east is occupied by a Best Western hotel and Shucker's restaurant, which are smaller in scale than the current proposal. However, the project is consistent with the increased building heights envisioned for the commercial properties on the north side of Kennedy Causeway by the Village Commission, as demonstrated by their adoption of Ordinance 2012-08, by which the BVO district regulations were subsequently codified.

*2. Provides access to adequate light and air for surrounding properties.*

The Project maintains setbacks at its east and west sides in order to provide adequate light and air for surrounding properties.

*3. Preserves views of, and view corridors to, Biscayne Bay consistent with the Village's 2007 Master Charrette Plan.*

In accordance with the requirements of the Biscayne Bay Shoreline Committee, a view corridor consisting of 20% of the lot width (60 feet) will be maintained on the west side of the property. An additional view corridor will be maintained at the east side of the property (15 feet) in order to preserve views of Biscayne Bay from Kennedy Causeway.

In addition to preserving views of Biscayne Bay, one of the stated goals identified by the 2007 Master Charrette Plan was to increase the "Wow" factor and improve building design at the north side of Kennedy Causeway. As shown on the Project renderings, the Project will be an attractive and impressive building, yet will not block the views of Biscayne Bay in accordance with the goals of the 2007 Master Charrette Plan.

**B. Off Street Parking**

In accordance with Code of Section 152.044, the required off street parking for hotels/motels is one (1) space per rental sleeping unit, plus 10% of total parking spaces. Based on a total of 186 sleeping units, this generates required parking in the amount of 205 spaces. The required spaces for the accessory commercial uses were calculated based on 2,883 sq. ft. of restaurant space and 2,354 sq. ft. of retail space. The parking requirement for restaurant use is calculated as one (1) space per 75 sq. ft. and the parking requirement for retail use is calculated as one (1) space per 200 sq. ft.

13B(47)

The parking requirements are summarized as follows:

| Use | Parking Calculation | Required spaces |
|---|---|---|
| Hotel | 1 space per rental sleeping unit plus 10% | 204.6 |
| Retail | 1 space per 200 sq. ft. (2,354 sq ft. of retail) | 11.77 |
| Restaurant | 1 space per 75 sq. ft. (2,883 sq. ft of restaurant) | 38.44 |
| **Total** | | 255 |

A total of 264 parking spaces will be provided for the Project, yielding a surplus of nine (9) parking spaces. Of the 264 spaces, 253 will be provided in the parking structure and 11 will be provided at the south side of the hotel building.

**C. Request for compact spaces**

Pursuant to North Bay Village Code of Ordinances Section 152.042(E), this application includes a request to provide up to 20% of the required parking as compact spaces. The Project includes 6.8% (18) of the required parking spaces as compact spaces.

**3. <u>Application for Variance</u>**

Per North Bay Village Code of Ordinances Section 152.032(A)(2)(b), *all regulations of the underlying zoning district that are not otherwise addressed in these regulations shall apply. Where the underlying zoning district and the BVO District both apply, the BVO District shall govern.* Although the CL district regulations include side yard setbacks, the BVO regulations regulate side yard setbacks when any portion of a building extends above 240 feet. Although the building height is 236'-8", the rooftop mechanical equipment extends to approximately 252'-8".[4] Since a portion of the building extends above 240 feet, the side yard setback provisions of the BVO regulations govern.

Code Section 152.032(C)(2)(c) sets forth the following requirement with regard to side yard setbacks in the BVO district: *If any portion of a building on the site exceeds 240 feet in height, the two side yards together must total 60 percent of the width of the lot, provided the smallest side yard may not be less than 20 percent of the width of the lot.* Further, Code Section 152.003 defines "yard" as: *an open area, other than a court, on a lot unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.*

As applied to the Project, these regulations mean that the two side yards must total 180 feet (60% of the property width of 300 feet) and if the side yards differ in width, the smaller side yard must be at least 60 feet (20% of the property width of 300 feet). This would limit the

[4] Per North Bay Village Code of Ordinances Section 152.003, Height of building is defined as: *The vertical distance from the grade to: the highest point of a flat roof; the deck line of a mansard roof; the average height between eaves and ridge or gable, hip, and gambrel roofs; or the average height between high and low points of a shed roof.*

13B(48)

building envelope width to 120 feet. The Project has a 60 foot side yard setback on the west side (20% of lot width) and 15 foot side yard setback on the east side. It is important to note that on the east side, the podium steps back at the eighth level such that the setback from the property line to the tower is 65'-8" at the eighth level.

The North Bay Village Comprehensive Plan and Code of Ordinances clearly indicate a directive for high intensity uses on the Property and similarly zoned properties at the north side of the Kennedy Causeway. For example, the Comprehensive Plan allows for maximum FAR of 2.5. If a 90-foot ground level side setback is applied to each side of the site, it would be contradictory to these provisions and effectively work against promoting the intensity that might otherwise be achieved.

The Project is in compliance with the variance criteria, as described at Code Section 152.097 as follows:

*(1) That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district; that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property; and that the strict application of the provisions of this chapter would (or would not) deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would (or would not) involve an unnecessary hardship for the applicant.*

The unique circumstances relating to the Property are that it is irregularly shaped and occupies a relatively small area (1.34 acres). The Property measures just 300 feet wide along its Biscayne Bay frontage (the Kennedy Causeway frontage is not a straight line) and 180 feet deep at the west (narrower) side. The requirement for 60% of the lot width to be free and open to the sky (pursuant to the definition of "yard") significantly restricts the building envelope and results in an unnecessary hardship.

*(2) That granting the variance requested will not (or will) confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district; and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.*

Granting the variance does not confer on the Applicant any special privilege. Should another property owner believe that a property would be unnecessarily burdened as a result of the regulation, the property owner is able to submit a request for a variance, provided the variance criteria are met.

*(3) That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*

13B(49)

Granting the variance will be in harmony with the general intent of this chapter as the purpose of the BVO regulations is to encourage larger scale projects than would otherwise be permitted by right in the underlying zoning district. The project will not be injurious to the neighborhood nor detrimental to the public welfare; the vision for the project is to revitalize the commercial corridor along Kennedy Causeway and to improve the quality of life for its residents. Granting of the variance will allow the project to proceed as designed and work towards enhancing the commercial corridor as a destination for tourists and residents of the neighborhood and region.

4. **Code Text Amendment**

The Applicant proposes a text amendment to the North Bay Village Code of Ordinances as follows.

**Definition of "Dwelling unit, hotel room" and "Dwelling unit, hotel suite"**

North Bay Village Code Section 152.003 defines "hotel," as well as "dwelling unit, hotel" and "dwelling unit, hotel suite." We note that "hotel" is defined as *a building in which lodging is provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times*. This definition does not preclude hotel units from having kitchen facilities. Further, many hotels offer kitchen facilities (not necessarily full kitchens) within hotel units, particularly in extended stay hotels. However, the Code further defines "dwelling, hotel" as *a residential unit, which is used on a temporary basis by transient guests and does not contain kitchen facilities* (152.003(5)) and defines "dwelling, hotel suite" as *a group of hotel rooms connected together containing no kitchen facilities* (152.003(6)).

The current Village Code definitions of "dwelling, hotel" and "dwelling, hotel suite" which prohibit kitchen facilities within hotel units or suites, are unnecessarily restrictive. Therefore, we offer the following suggested change to the definitions of "dwelling unit, hotel" and "dwelling unit, hotel suite," in order to clarify that inclusion of kitchen facilities does not preclude a project from qualifying as a hotel.

**152.003(5) Dwelling, hotel room. A residential unit, which is used on a temporary basis by transient guests ~~and does not contain kitchen facilities~~.**

**152.003(6) Dwelling, hotel suite. A group of hotel rooms connected together ~~containing no kitchen facilities~~.**

We offer the following definitions from other zoning codes in the region that do not qualify the definition of hotel unit such that it must exclude kitchen facilities.

13B(50)

- **Miami 21** - ***Hotel***: A group of lodging units exceeding twenty-five (25) units that may provide services for dining, meeting and recreation.[5]

- **Miami-Dade County** - ***Hotel***: A building in which lodging, or boarding and lodging, are provided as the more or less temporary residence of individuals who are lodged therein and in which ingress and egress to and from all rooms are made through an inside lobby supervised by a person in charge at all times. As such, it is open to the public in contradistinction to a boarding, lodging house or an apartment building. Keys to the rooms and mail for the occupant of the hotel are received and generally kept by the attendant at the desk in the lobby. Daily linen service and other normal and customary hotel services shall be offered to the individuals lodged therein. No more than five (5) percent of the individual hotel units shall be occupied for more than six (6) months. Kitchen facilities in individual units may be offered.[6]

- **Broward County** – *Hotel*: A public lodging establishment where access to the rooms is primarily through an inside lobby.

Based on the foregoing analysis, we respectfully request approval by the Village Commission for the rezoning, site plan, compact parking spaces, variance, and code text amendment that will allow for construction of the Project.

Sincerely,

Neisen O. Kasdin

[5] See Miami 21, Article 1, Section 1.1b.
[6] See Miami-Dade County Code of Ordinances, Chapter 33, Article 1, Section 33-1(58).

13B(51)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

## APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: 1755 NBV, LLC Phone: 305.631.6660

Mailing Address: 1870 NW South River Drive
Miami, FL 33125

Legal Description of Property: See enclosed survey

Existing Zoning: CG Lot Size: 1.34 ac. Folio: 23-3209-000-0110

Type of Request: Applicant requests rezoning of subject property from CG to CL. See attached Letter of Intent.

Reason for Request: (Attach additional Pages if necessary) See attached Letter of Intent.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

**APPLICATION FOR HEARING**
**BEFORE THE PLANNING & ZONING BOARD AND**
**VILLAGE COMMISSION**
**PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the Village Commission Pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

**(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).**

Authorized Signature

MIGUEL A. BARBAGALLO PRESIDENT OF B DEVELOPMENTS, LLC Print Name AS MANAGER

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

**STATE OF FLORIDA )**
**COUNTY OF MIAMI-DADE )**

**Sworn to and subscribed to before me this** 18 **day of** December **20**13
**by** Miguel Angel Barbagallo
**who is personally known to me or who has produced** _____
**as identification.**

**Notary Public**

ALICIA DOMINGUEZ
MY COMMISSION # FF 006818
EXPIRES: June 8, 2017
Bonded Thru Notary Public Underwriters

(Notary Seal)

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

13B(53)

**Office Use Only:**

Date Submitted:_____

Fee Paid: $_____

Tentative Meeting Date:_____

Cash ☐ or Check ☐ #_____

Date Paid: _____

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

## APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: 1755 NBV, LLC Phone: 305.631.6660

Mailing Address: 1870 NW South River Drive
Miami, FL 33125

Legal Description of Property: See enclosed survey

Existing Zoning: CG Lot Size: 1.34 ac. Folio: 23-3209-000-0110

Type of Request: Applicant requests text amendment to zoning code. See attached Letter of Intent.

Reason for Request: (Attach additional Pages if necessary) See attached Letter of Intent.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

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

13B(55)

**APPLICATION FOR HEARING**
**BEFORE THE PLANNING & ZONING BOARD AND**
**VILLAGE COMMISSION**


Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed petition.

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**(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).**

Authorized Signature

MIGUEL A. BARBAGALLO, PRESIDENT OF B DEVELOPMENTS, LLC AS MANAGER
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

**STATE OF FLORIDA )**
**COUNTY OF MIAMI-DADE )**

**Sworn to and subscribed to before me this** 18 **day of** December **20** 13
**by** Miguel Angel Barbagallo
**who is personally known to me or who has produced** _____
**as identification.**

**Notary Public**

(Notary Seal)
ALICIA DOMINGUEZ
MY COMMISSION # FF 006818
EXPIRES: June 8, 2017
Bonded Thru Notary Public Underwriters

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

13B(56)

**Office Use Only:**

Date Submitted:_____

Fee Paid: $_____

Tentative Meeting Date:_____

Cash ☐ or Check ☐ #_____

Date Paid: _____



13B(57)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

## APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: 1755 NBV, LLC Phone: 305.631.6660

Mailing Address: 1870 NW South River Drive
Miami, FL 33125

Legal Description of Property: See enclosed survey

Existing Zoning: CG Lot Size: 1.34 ac. Folio: 23-3209-000-0110

Type of Request: Applicant requests variance from zoning regulations. See attached Letter of Intent.

Reason for Request: (Attach additional Pages if necessary) See attached Letter of Intent.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

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

13B(58)

**APPLICATION FOR HEARING**
**BEFORE THE PLANNING & ZONING BOARD AND**
**VILLAGE COMMISSION**
**PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

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**(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).**

Authorized Signature

MIGUEL A. BARBAGALLO, PRESIDENT OF B DEVELOPMENTS, LLC AS MANAGER
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

**STATE OF FLORIDA )**
**COUNTY OF MIAMI-DADE )**

**Sworn to and subscribed to before me this** 18 **day of** December **20**13
**by** Miguel Angel Barbagallo
**who is personally known to me or who has produced** _____
**as identification.**

Notary Public

(Notary Seal)
ALICIA DOMINGUEZ
MY COMMISSION # FF 006818
EXPIRES: June 8, 2017
Bonded Thru Notary Public Underwriters

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

13B(59)

**Office Use Only:**

Date Submitted:_____

Fee Paid: $_____

Tentative Meeting Date:_____

Cash ☐ or Check ☐ #_____

Date Paid: _____

4

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

12-23-13PC4:49 RCVD

## APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: 1755 NBV, LLC Phone: 305.631.6660

Mailing Address: 1870 NW South River Drive
Miami, FL 33125

Legal Description of Property: See enclosed survey

Existing Zoning: CG Lot Size: 1.34 ac. Folio: 23-3209-000-0110

Type of Request: Applicant requests site plan approval for construction of hotel. See attached Letter of Intent.

Reason for Request: (Attach additional Pages if necessary) See attached Letter of Intent.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

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

13B(61)

**APPLICATION FOR HEARING**
**BEFORE THE PLANNING & ZONING BOARD AND**
**VILLAGE COMMISSION**
**PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

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Authorized Signature

MIGUEL A. BARBAGALLO, PRESIDENT
B DEVELOPMENTS, LLC AS MANAGER
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

**STATE OF FLORIDA )**
**COUNTY OF MIAMI-DADE )**

**Sworn to and subscribed to before me this** 18 **day of** December **20**13
**by** Miguel Angel Barbagallo
**who is personally known to me or who has produced** _____
**as identification.**

**Notary Public** **(Notary Seal)**

ALICIA DOMINGUEZ
MY COMMISSION # FF 006818
EXPIRES: June 8, 2017
Bonded Thru Notary Public Underwriters

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

13B(62)

**Office Use Only:**

Date Submitted:_____ Fee Paid: $_____

Tentative Meeting Date:_____ Cash ☐ or Check ☐ #_____

Date Paid: _____

Owner/Occupant
1625 Kennedy Causeway, #501E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #502F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #503F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #504D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #505B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #506B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #507A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #508A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #509C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #601E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #602F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #603F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #604D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #605B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #606B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #607A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #608A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #609C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #701E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #702F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #703F
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #704D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #705D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #706B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #707A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #708A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #709C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #801E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #802H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #803H
N. Bay Village, FL 33141

Easy Peel® Labels
Use Avery® Template 5160®
Feed Paper
Bend along line to
expose Pop-up Edge™
AVERY® 5160®

13B(64)

**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, MARCH 11, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. AN APPLICATION BY 1755 NBV, LLC IN CONNECTION WITH THE DEVELOPMENT OF A 132-UNIT, 24-STORY CONDOMINIUM HOTEL AT 1755 KENNEDY CAUSEWAY FOR THE FOLLOWING:

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

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

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

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

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



13B(64A

F. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132-UNIT 24-STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE.

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

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
(February 21, 2014)



13B(64)B

Owner/Occupant
1625 Kennedy Causeway,
#804D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#805D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#806B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#807A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#808A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#809C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway, #901E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#902H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#903H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#904D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#508A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#509C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#907A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#908A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#909C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1001E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1002H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1003H
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1004D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1005B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1006B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1007A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1008A
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1009C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1102D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1103B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1104B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1105G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1106G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1109C
N. Bay Village, FL 33141

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Owner/Occupant
1625 Kennedy Causeway,
#1201E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1202D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway,
#1203B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1204B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1205G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#1207C
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH101E
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH102D
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH103B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH104B
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH105G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH106G
N. Bay Village, FL 33141

Owner/Occupant
1625 Kennedy Causeway
#PH107C
N. Bay Village, FL 33141

Etiquettes faciles à peler
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13B(66)

e Avery® Template 5160® Feed Paper — Expose Pop-up Edge™

Owner / Occupant
1770 Kennedy Causeway, #A108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A112
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B104
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B105
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B107
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B112
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B201
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B202
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B203
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B204
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B205
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B206
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B207
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C301
North Bay Village, FL 33141

13B(67)

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Owner / Occupant
1770 Kennedy Causeway, #C302
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C303
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C304
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C305
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C306
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C307
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C308
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C309
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C310
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C311
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #C312
North Bay Village, FL 33141

13B(68)

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Owner / Occupant
1780 Kennedy Causeway, #C202
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C203
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C204
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C205
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C206
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C207
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C208
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C209
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C210
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C211
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C212
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C301
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C302
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C303
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C304
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C305
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C306
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C307
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C308
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C309
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C310
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C311
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C312
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A104
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A105
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #A107
North Bay Village, FL 33141

13B(69)

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Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B301
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B302
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B303
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B304
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B305
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B306
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B307
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B308
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B309
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B310
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B311
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B312
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C101
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C102
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C103
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C104
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C105
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C106
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C107
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C108
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C109
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C110
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C111
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C112
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C201
North Bay Village, FL 33141

13B(70)

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Owner / Occupant
1800 Kennedy Causeway, #A-101
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-102
Miami Beach, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A103
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-104
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A105
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A106
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A107
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A108
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A109
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A110
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A111
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A112
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #201
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A202
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A203
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A204
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A205
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A206
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A207
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A208
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A209
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A210
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A211
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A212
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A301
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A302
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A303
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A304
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A305
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A306
North Bay Village, FL 33141

13B(71)

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Owner / Occupant
1800 Kennedy Causeway #A307
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A308
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A309
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A310
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A311
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A312
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B102
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B103
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B104
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B105
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B106
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B107
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B108
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B109
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B110
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B111
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B112
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B201
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B202
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B203
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B204
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B205
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B206
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

13B(72)

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Owner/Occupant
7901 Hispanola Avenue, #601
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #602
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #603
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #604
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #605
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #608
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #702
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #703
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #704
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #705
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #706
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #707
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #708
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #709
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #710
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #802
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #803
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #804
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #805
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #807
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #808
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #809
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #810
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #811
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #901
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #902
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #903
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #904
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #906
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #907
North Bay Village, FL 33141

13B(73)

Owner/Occupant
7901 Hispanola Avenue, #908
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #910
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #911
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #912
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1001
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1002
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1003
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1004
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1005
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1209
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1007
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1009
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1011
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1012
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1101
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1102
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1103
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1104
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1106
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1108
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1109
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1110
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1201
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1202
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1203
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1205
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1206
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1207
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1208
North Bay Village, FL 33141

13B(74)

Owner/Occupant
7901 Hispanola Avenue, #1210
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1211
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1401
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1403
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1405
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1406
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1408
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1409
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1411
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1412
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1501
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1502
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1503
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1506
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1507
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1509
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1511
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1603
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1604
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1605
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1606
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1608
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1609
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1610
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1612
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1702
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1703
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1704
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1705
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1706
North Bay Village, FL 33141

13B(75)

Owner/Occupant
7901 Hispanola Avenue, #1708
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1709
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1712
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1801
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1802
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1803
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1804
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1806
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1808
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1809
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1812
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1902
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1903
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1906
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1908
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1912
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2001
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2002
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2003
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2004
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2008
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2010
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2012
North Bay Village, FL 33141

13B(76)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: 1755 NBV, LLC
1755 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

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

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

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

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

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

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

13B(77)

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

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

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

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on March 11, 2014 was posted at the above-referenced property on, February 28, 2014.

Dated this 4th day of March 2014.

Yvonne P. Hamilton
Village Clerk

(Commission Meeting-3/11/2014)

13B(78)

**North Bay Village**

Administrative Offices

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

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

Re: 1755 NBV, LLC
1755 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

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

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

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

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

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

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

13B(79)

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

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

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

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on February 28, 2014.

Dated this 4th day of March 2014.

Yvonne P. Hamilton
Village Clerk

(Commission Meeting-3/11/2014)

13B(80)

**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, MARCH 11, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED. ***(CONTINUED FROM FEBRUARY 11, 2014)***
2. AN APPLICATION BY ISLES OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
   A. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.
   B. BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F), (H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   C. BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   D. SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.
3. AN APPLICATION BY 1755 NBV, LLC IN CONNECTION WITH THE DEVELOPMENT OF A 132-UNIT, 24-STORY CONDOMINIUM HOTEL AT 1755 KENNEDY CAUSEWAY FOR THE FOLLOWING:
   A. REZONING OF THE PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY AND CURRENTLY IDENTIFIED IN MIAMI-DADE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0110, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTIONS 152.095 AND 152.100(A) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO CHANGE THE CURRENT ZONING DESIGNATION FROM CG (GENERAL COMMERCIAL) ZONING DISTRICT TO CL (LIMITED COMMERCIAL DISTRICT) AND AMENDING THE VILLAGE'S OFFICIAL ZONING DISTRICT MAP.
   B. A CODE TEXT AMENDMENT TO SECTIONS 152.003(5) AND 152.003(6) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REDEFINE THE DEFINITION OF "DWELLING, HOTEL ROOM" AND "DWELLING, HOTEL SUITE" AND ADD THE DEFINITION OF "KITCHEN FACILITIES".
   C. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE DEVELOPMENT OF A CONDOMINIUM HOTEL STRUCTURE TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C).
   D. BAY VIEW OVERLAY STANDARDS REVIEW, INCLUDING HEIGHT APPROVAL, PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   E. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.
   F. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132-UNIT 24-STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE.

   BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
4. AN APPLICATION BY 7914 BUILDING, LLC CONCERNING PROPERTY LOCATED AT 7914, 7916 AND 7918 WEST DRIVE, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
   A. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 52 UNIT, 15 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.
   B. BONUS DENSITY REVIEW PURSUANT TO SECTION 152.029(C)(8)(H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 "ADMINISTRATIVE POLICY AND PROCEDURE", OF THE CODE OF ORDINANCES TO UPDATE THE REQUIREMENTS AND PROCEDURES RELATED TO THE PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. ***(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
(February 21, 2014)

13B(81)

**Yvonne Hamilton**

**From:** Bunny Hart <bhart444@gmail.com>
**Sent:** Thursday, January 30, 2014 11:14 AM
**To:** Yvonne Hamilton
**Cc:** 'Tony Eng'; 'Charles Arrigo, II'; '901 Javier Kitaigorodsky'; '1702 William Edwards LEXI'; 'Mike Sklarsky'; 'Millie'
**Subject:** Planning & Zoning Board Meeting tonight! - Re: 1755 Kennedy Causeway Project
**Attachments:** LEXI Review and Comments_1755 Kennedy Causeway Project Site Plan.pdf

Good Morning Yvonne,

I hope this email finds you and your family well.

I wanted to make sure you were in receipt of the comments on the above project from Tony Eng, President of The Lexi Board of Directors.

Tony is an Engineer and has carefully studied the Project Site Plan. In so doing, he has detailed discrepancies in code requirements in his Commentary that need to be addressed by the Planning and Zoning Board at tonight's meeting and… prior to making their recommendations to the Commission regarding this project.

I had hand-delivered a hard color copy of the attached to your offices on Tuesday for Rey Trullijo, Chair of the Planning & Zoning Board, however, I did not leave a hard "color" copy for you representing The LEXI' OFFICIAL SUBMISSION for the public record and for discussion at tonight's Planning & Zoning Board Meeting.

Here is a digital copy to download:
https://www.dropbox.com/s/k9snqnyoi6ptagz/LEXI%20Review%20and%20Comments_1755%20Kennedy%20Causeway%20Project%20Site%20Plan.pdf

Also….and as important….on behalf of The Lexi residents, we all want to thank you for responding to our request by emailing the public plans in such a timely manner.

Thank you Yvonne! Have a wonderful Day!

Smiles…Bunny

Bunny Hart, BPOR, SFR
Broker/Associate
Julies Realty LLC
License #: 3024868
C: 305-213-0873
H: 305-864-8032
HF: 305-868-1499
HartIsWhereYourHomeIs.com

PSZ Board Mtg
1/30/2014
13B(82)

My Priorities Are Simple... You

**Click here to view my Housing Trends Newsletter**

JULIE'S REALTY

"Creating Lifelong Relationships with All of Our Clients"

**1700 Kennedy Causeway - Suite 130**
**North Bay Village, FL 33141**
**P. 305.751.6400**



13B(83)

THE LEXI
Bayview Residences

## The Lexi Condominium Association, Inc. Comments Regarding 1755 Kennedy Causeway Project Site Plan

January 29, 2014

Mr. Reinaldo Trujillo
Chair
North Bay Village Planning & Zoning Board

Mr. Trujillo,

The Lexi Condominium Association Inc. ("LEXI") respectfully submits the following comments for inclusion into the public record of the January 30, 2014 North Bay Village Planning & Zoning Board's ("Board") public meeting regarding the proposed condominium hotel at 1755 Kennedy Causeway, which is across from the LEXI Bayview Residences. This report documents the LEXI concerns so the Board can make fair and proper recommendations to the City Commissioners for the approval of the Project.

The Developer of the 1755 Kennedy Causeway project ("Project") is requesting the City to approve the design and construction of a 23 story hotel across from the LEXI. In order to build this hotel, the Developer is asking many variances to be granted since the Project cannot meet the City zoning code requirements.

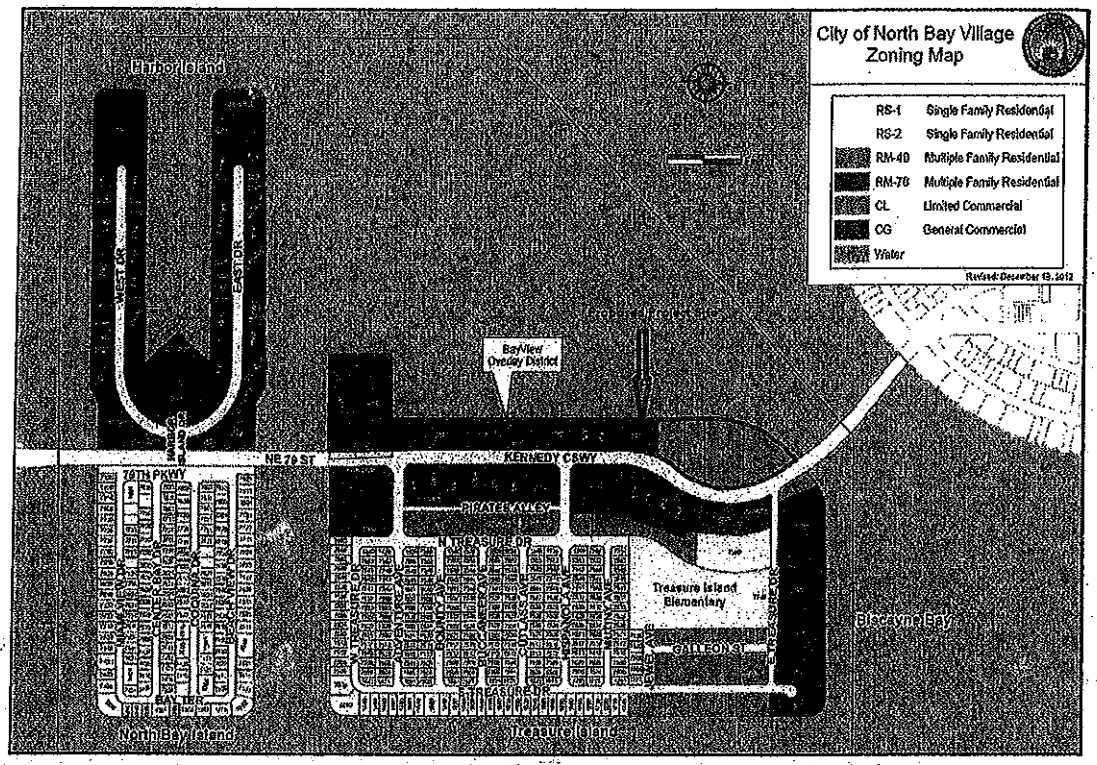
The LEXI believes that if all the variances are approved by the City, the proposed hotel structure would be too large and too tall for the size of the 1755 parcel of land. Therefore, the LEXI is requesting the Board to address the LEXI's concerns, to review carefully the requested variances in accordance with the established City zoning codes, and to make sound recommendations to the City Commissioners.

The LEXI has reviewed the following information.

1. Developer's Project Site Plan
2. 2012 City Zoning Map (see below)
3. 2007 City Charrette Master Plan
4. City zoning codes, specifically:
   § 152.029 RM-70 High Density Multiple-Family Residential District
   § 152.030 CG General Commercial District
   § 152.031 Limited Commercial District
   § 152.032 Bay View Overlay (BVO) District

1700 Kennedy Causeway, North Bay Village, Florida 33141
Phone 305-864-0655, Fax: 305-864-0656

13B(84)




The following sections describe the concerns of the LEXI after the review of the Project Site Plan. These concerns include: 1) Deviations of the City code setback requirements; 2) Proposed building height is not consistent with the City code height requirements; 3) Errors in the Project Site Plan submittal regarding building height and front property setback requirements; 4) Errors in the Project Site Plan submittal regarding the project height and the west and east sides setback code requirements; 5) Extensive bonuses requested by the Project; and 6) Negative impact from zoning district change request.

1. **Deviations of City code setback requirements** – The Developer is asking the City for numerous variances to the code requirements in order to build a hotel structure which has not been properly sized for the 1755 parcel of land. The proposed setbacks are not consistent and varied too much from the City requirements. The following table shows the City's setback requirements which are the same for the General Commercial District (GCD) and Limited Commercial District (LCD). (The Developer is requesting a zoning change from GCD to LCD and will be discussed in Section 6 of this report).

   The following table shows the deviations of the proposed Project setbacks.

| Setback Location | City Required Distance (feet) | Project Proposed Distance (feet) |
|---|---|---|
| Kennedy Causeway (north side along shoreline) | 40 | **25 (does not meet code)** |
| Kennedy Causeway (south side along the causeway) | 60 | **40 (does not meet code)** |
| Other Street Frontages | 25 | - |
| Rear | 25 | - |

| Setback Location | City Required Distance (feet) | Project Proposed Distance (feet) |
|---|---|---|
| West Side | 15, plus 5 feet for each story over 3.<br>For this project, the required distance is 115 feet as calculated --<br>23 stories minus 3 stories times 5 feet plus 15 feet. | **60 (does not meet code of 115 feet)** |
| East Side | 15, plus 5 feet for each story over 3.<br>For this project, the required distance is 115 feet as calculated --<br>23 stories minus 3 stories times 5 feet plus 15 feet. | **15 (does not meet code of 115 feet)** |

2. **Proposed building height is not consistent with the City code height requirements** – The height of the 23 story hotel structure is 253.8 feet at the mechanical roof top, according to the Project Site Plan. The maximum height allows by the City codes is only 240 feet (or 230 feet?), which include all the bonuses allowed for this project, if approved. (Bonus concerns are discussed in the Section 5.)

   The Project Site Plan indicated that the maximum building height of 340 feet is allowed based on the Bayview Overlay District zoning criteria. This is incorrect. The maximum building height is depended on the depth of the lots – that is, it is 340 feet for lots over 500 feet in depth and 240 feet for lots under 500 feet in depth. The Project lot is only 180 feet deep on the west side and 233 feet deep along the east side. Therefore the maximum height for the Project should be only 240 feet or 230 feet, if approved. (See discrepancy between 230 feet and 240 feet in Section 5)

3. **Error in the Project Site Plan regarding building height and front property setback requirements** – The Bayview Overlay District criteria states that *"the entire portion of a building that is more than 240 feet in height must be set back from the from property line by a distance that is at least 40 feet, plus two feet for each foot of the highest height in excess of 240 feet."*

   Based on this criterion, the front property setback (from Kennedy Causeway) should be 68 feet, not the 40 feet as proposed in the Project Site Plan. The calculation of the 68 feet set back is as follows.

   253.8 feet (highest height) minus 240 feet, multiply by 2 feet, and add 40 feet = 68 feet.

4. **Error in the Project Site Plan regarding the project height and the west and east sides setback code requirements**-- The Bayview Overlay District criteria states that *"If any portion of a building on the site exceeds 240 feet in height, the two side yards together must total 60 percent of the width of the lot, provided the smallest side yard may not be less than 20 percent of the width of the lot."*

   Based on this criterion, the west side and east side setbacks should total to 180 feet, not 85 feet. The Project Site Plan proposes 60 feet for the west set back and 15 feet for the east set back. The calculations of the required side set backs are as follows.

300 feet (surveyed width of Project property) multiplies by 60% = 180 feet required for total setbacks needed for the west and east sides.

300 feet multiplies by 20% = 60 feet needed for the smallest side set back (not 15 feet next to the Best Western property line). The largest side is 120 feet (not 60 feet next to the old gas station lot).

Also, the Board must address how this Project fits into the Bay Walk future plan. The City has been proposing a Bay Walk along the north side of the Bayview Overlay District. The Bay Walk must be accessible to the City residents and general public. Four accessible corridors are planned and one of them is located between the 1755 property and the Best Western property. How will these rights-of-way be obtained?

5. **Extensive bonuses requested by the Project** -- The City zoning codes specify that bonuses can be approved at the time of the site plan review to allow Project to increase its height. Each bonus alternative may be claimed once by the Project and multiple awards for the same bonus features shall not be permitted. The bonus criteria, as defined in §152.029, are:

(A) *Twenty-foot height bonus.* An additional impact fee of $1,500.00 per unit in the building shall be paid to North Bay Village for beautification of the John F. Kennedy Causeway (State Road 934). {This fee shall be set towards a Causeway Beautification Fund} and/or

(B) *Twenty-foot height bonus.* A developer shall pay a fee of $1,500.00 per unit in the building, which shall be utilized for the construction of a Village-wide boardwalk. {This fee shall be set towards a Boardwalk Fund} and/or

(C) *Twenty-foot height bonus.* A developer shall pay a fee of $1,500.00 per unit in the building, which shall be utilized for the remodeling of the entrances to the islands. {This fee shall be set towards an island entrance Remodeling Fund} and/or

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

(E) *Ten-foot height bonus.* A developer shall pay a fee of $750.00 per unit in the building, which shall be utilized for the planting of trees for the interior island streets. {This fee shall be set towards a tree fund for the interior island streets} and/or

(F) *Ten-foot height bonus.* A developer shall be required to pay a fee of $750.00 per unit in the building, which shall be utilized for sidewalk enhancement, as well as the replacement of walkway areas from plain concrete to brick pavers. {This fee shall be set towards a sidewalk enhancement fund}

The LEXI is concerned that:

a. If all these bonuses were given to the Project, the proposed 23 story structure would be so large (in height and footprint) and will not be consistent for the size of the 1755 lot.

b. The bonuses listed above provide only an increase of 90 feet of additional height. The maximum height is only 130 feet or 12 stories allowable for both the GCD and LCD lots. The total maximum height for the Project would be 230 feet, if 90 feet of bonuses are approved. However, the Bayview Overlay District criterion allows 240 feet. Therefore, the Board must review this discrepancy. In any case, the Project proposes a 253.8 feet high structure, which already violates the height requirement of 230 or 240 feet.

c. The Board needs to review and provide clarification of the additional bonus requirement as stated § 152.029 H, and determine how it impacts the Project --" *Density bonus. Each parcel shall have the ability to purchase additional buildable units from North Bay Village for a price of $40,000.00 per unit. These units shall be derived from land currently owned by the Village, which will not be developed into residential buildings in the future. The money from these units shall be utilized for future Village parks and for the purchase of land for additional open green space. These units are to come from the development rights of Village Hall as well as the public works property on Treasure Island. The total buildable units are: 129 Efficiencies; 129 1-Bedroom Units; 117 2-Bedroom Units; 106 3-Bedroom Units. Monies due from development under the bonus participation program shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission. Thereafter, the appropriate number of units will be deemed to the property. {This fee shall be set towards a Village Park Fund}.*

In summary regarding the bonus concerns, the LEXI requests the Board to review these bonuses carefully and to determine how many bonuses can the City provides to the Project in order to prevent the Project from being too large for the site.

6. **Negative Impact from Zoning District Change Request**– The Developer is requesting the City to change the lot designation from General Commercial District (GCD) to Limited Commercial District (LCD). This request is needed so a hotel structure can be built. As shown in the City Zoning Map, all the lots north of Kennedy Causeway, and west of this lot, are now classified as GCD.

If the City allows the rezoning of this lot so a hotel can be built, it would set a precedence for other developers to request the same change for the lots north of the causeway. The consequences to the City and its residents are potentially huge due to the higher density allowed by the LCD. This would make the Kennedy Causeway into a hotel strip, which is not compatible with the surrounding intensities and densities of development; reduce lights and air for surrounding properties, and does not preserve the views of Biscayne Bay, including the LEXI.

The LEXI is the primary private residence south and along the Kenney Causeway being affected by these tall and high density hotel projects. Therefore the 1755 lot should remain as a GCD lot to avoid all hotel development in the current GCD within the Bayview Overlay District.

Regards,

The Lexi Condominium Association, Inc.

1700 Kennedy Causeway, North Bay Village, Florida 33141
Phone 305-864-0655, Fax: 305-864-0656

KOBI KARP

ARCHITECTURE INTERIOR DESIGN PLANNING

## 1755 Kennedy Causeway, North Bay Village

SUBMITTED: 01.22.2014

Revision #1 - 01.21.2014

| | | COMMENTS | RESPONSES |
|---|---|---|---|
| | | **#1 PLANNING & ZONING** | |
| | 01.21.2014 | 1. For a parking space to be considered a standard size space, it must be at least 9 ft wide and 18 feet long. Additionally, the maneuvering aisles must be at least 23 feet wide. Please submit plans which show that all of the parking spaces and aisles meet the minimum requirements. For example, there is a row of parking on the 2nd level that has no depiction of length and does not appear to be 18 feet long. | Refer to sheets A2.00 and A3.04 for parking and driveway dimensions where standard parking (9x18), compact parking (8x16) ADA parking (17'x18') driveways (23'-0" width minimum). |
| 2 | 01.21.2014 | 1. Appendix D of the North Bay Village Consolidated Unified Development Regulations requires a minimum of 2.5 foot sections of hedge per 100 feet of linear shoreline. Please clearly show on the plans that this requirement is met. | **Refer to Legend - Bench Item note on sheet LL101, where 7'-6" LF of bench are required and 78'-6" LF are provided.** |
| 3 | 01.21.2014 | 1. Section 155.18(A)5 requires screening of roof mounted mechanical equipment. Please clearly show on the plans that this requirement is met. | Refer to sheets A2.00, A4.00 and A4.02, where roof equipment screen more has been added. Also see Detail 1/A2.01 for screen detail and sample. |
| 4 | 01.21.2014 | 1. Miami-Dade Land Use Code Section 18A-2(D) requires submittal of an irrigation plan. We have not yet received this plan. According to the Miami-Dade Biscayne Bay Management Plan, the proposed structure requires a 75 foot rear setback. Please provide proof of approval for this project from the Miami-Dade Shoreline Review Committee. | **As per previous discussion, irrigation dwgs will be provided when submitting for Permit.** |
| 5 | 01.21.2014 | 1. According to the Miami Dade Biscayne Bay Management Plan, the proposed structure requires a 75 foot rear setback. Please provide proof of approval for this project from the Miami-Dade Shoreline Review Committee. | Pending on Shoreline approval after meeting scheduled for 01.30.2014 |

| | | | |
|---|---|---|---|
| 1 | 01.22.2014 | 1) All exterior paving surfaces must be constructed of brick pavers. | Refer to sheet A2.00 & A2.01 for brick pavers and stamped concrete samples. |
| 2 | 01.22.2014 | 1) A water feature shall be provided in the front of each development. | **Item is voided from requirements by City's decision.** |
| 3 | 01.22.2014 | 1) Lighting shall be provided in all areas in front of the development where trees are planted. | Refer to sheet A2.00 |

Phone 305.573.1818 • Fax 305.573.3766
2915 Biscayne Blvd. Suite 200 • Miami, Florida 33137 • E-mail kobikarp@kobikarp.com

13B(89)

LaRue Planning
& Management Services, Inc.

# Memorandum

**To:** North Bay Village Commission

**From:** James G. LaRue

**Date:** March 5, 2014

**Subject:** **1415 Kennedy Causeway, Isle of Dreams 2nd Hearing**

---

The Isle of Dreams project proposed for 1415 Kennedy Causeway was heard by the Planning and Zoning on January 30, 2014 and heard by the Village Commission on February 11, 2014. Both bodies recommended approval of all applications presented for that project. The voting record and staff's recommendations for those items are as follows:

Special Use Exception Request for Mixed Use Development in the CG Zoning District

- The Planning and Zoning Board recommended approval by a 4-0 vote.
- The Village Commission recommended approval by a 5-0 vote.
- Staff recommends approval of this request.

Request for Review under the Bayview Overlay Standards

- The Planning and Zoning Board recommended approval by a 4-0 vote.
- The Village Commission recommended approval by a 5-0 vote.
- Staff recommends approval of this request.

Special Exception Request for Use of Compact Parking Spaces

- Withdrawn by the applicant

Site Plan & Building Height Bonus Review

- The Planning and Zoning Board recommended approval by a 4-0 vote, based on staff's recommended conditions.
- The Village Commission recommended approval by a 5-0 vote, based on staff's recommended conditions.

- Staff recommends approval of this request, conditional upon the following items being met prior to issuance of a building permit:

    1) Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade Chapter 18A requirements

    2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).

    3) Site plan approval from Miami-Dade Shoreline Review Committee.

    4) Meeting School Board Concurrency requirements as determined by School Board Staff.

    5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.

    6) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point).

        a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

        b) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

    7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

    8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

    9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

    10) All applicable state and federal permits must be obtained before commencement of construction.

At this time, staff recommends that an additional condition be placed on this approval, as follows

11) Applicant shall agree, in writing, that the public boardwalk shall be open to the public from sun-up until either 10:00 pm or until any businesses adjacent to the boardwalk remains open to the public, whichever is later; and boardwalk lighting shall remain on until boardwalk is closed to the public.

For further discussion of these issues, please see staff reports presented at the first public hearing on February 11, 2014.

CC: Frank Rollason, Village Manager
Yvonne Hamilton, Village Clerk

# Staff Report #1
# Special Use Exception

*Prepared for:* *North Bay Village Commission*

*Applicant:* *Isle of Dreams, LLC*

*Request:* *Special Exception for Development of a Mixed Use Commercial Structure in the CG Zoning District*

LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

13C(1)

## General Information

| | |
|---|---|
| Owner/Applicant: | Isle of Dreams, LLC<br>Scott Greenwald |
| Applicant Address: | 200 S Biscayne Blvd, Suite 850<br>Miami, FL 33131 |
| Site Address: | 1415 Kennedy Causeway |
| Contact Person: | Graham Penn |
| Contact Phone Number: | 305-377-6229 |
| Contact E-mail Address | gpenn@brzoninglaw.com |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG | CG |
| Use of Property | Commercial | Mixed Use (Multi-family Residential, Commercial) |
| Acreage | 3.33 acres | 3.33 acres |

## Legal Description of Subject Property

1716FTE & 50FTN of ½ MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB

Folio: 23-3209-000-0201

## Request

The applicant is requesting a special use exception pursuant to Sections 152.030(C)(3) and 152.098 of the North Bay Village Code of Ordinances for development of a mixed-use residential and commercial structure in the CG (General Commercial) zoning district.

## General Description

The Letter of Intent dated December 23, 2013 describes the proposed development as a 32-story, mixed-use residential and commercial development with 237 multi-family units. Originally there was not a clear description of the type or square footage of commercial use proposed. Revisions have been subsequently submitted allowing staff to determine a parking space allocation of the commercial and restaurant mix that cannot be exceeded. Although, the Traffic Impact Study (TIS) provided by the Applicant describes the project as a "Condominium with 350 dwelling units a Quality Restaurant with 7,337 square feet and Specialty Retail with 2,440 square feet". This unit count is an over estimate and the mix of retail and restaurant represents an overabundance of restaurant uses versus retail. The actual customer service area for the restaurant is depicted on the site plan as a lesser amount.

## Consistency with Comprehensive Plan

While the Comprehensive Plan is silent as to permitting mixed-use in the Commercial Future Land Use category, it does allow all of the proposed uses. We believe that a mix of multi-family units and the proposed commercial uses is consistent with the intent of the Commercial Future Land Use category.

## Consistency with Special Use Exception Standards

Section152.098 provides for the Village Commission approval of a special use exception if there are clear indications that such an exception will not substantially adversely affect the uses of adjacent property.

## Other Requirements and Considerations

The property to the immediate west is a TV station; to the immediate east is the parking area for the Crab House Restaurant which is proposed to be redeveloped to multi-family mixed use. The property across the street on the south side of Kennedy Causeway is a multi-story office building. A mixed use structure encompassing multi-family residential units, a restaurant and retail uses on the subject property is compatible with, and will have no adverse effect upon, the existing or proposed uses of the adjacent properties.

## Findings and Recommendations

Staff finds that the request **is** consistent with Sections 152.030(C)(3) and 152.098 in that this modification of a special use exception will not adversely affect the uses permitted in the regulations of adjacent properties. The Planning & Zoning Board recommended by a 4-0 vote that the special exception request was consistent with the Comprehensive Plan.

Based on the foregoing analysis, Staff recommends **approval** of the request for the special use exception for a mixed-use residential and commercial structure to be constructed on the subject property.

*Submitted by:*
James L. LaRue
James L. LaRue, AICP
Planning Consultant

February 5, 2014

Hearing: Commission, February 11, 2014

# Staff Report #2
# Bay View Overlay (BVO) Standards

*Prepared for:* *North Bay Village Commission*
*Applicant:* *Isle of Dreams, LLC*
*Request:* *BVO review*

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239-334-3366
Serving Florida Local Governments Since 1988

13C(5)

## General Information

| | |
|---|---|
| Owner/Applicant: | Isle of Dreams, LLC<br>Scott Greenwald |
| Applicant Address: | 200 S Biscayne Blvd, Suite 850<br>Miami, FL 33131 |
| Site Address: | 1415 Kennedy Causeway |
| Contact Person: | Graham Penn |
| Contact Phone Number: | 305-377-6229 |
| Contact E-mail Address | gpenn@brzoninglaw.com |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG | CG |
| Use of Property | Commercial | Mixed Use<br>(Multi-family Residential, Commercial) |
| Acreage | 3.33 acres | 3.33 acres |

## Legal Description of Subject Property

1716FTE & 50FTN of ½ MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB

Folio: 23-3209-000-0201

## Request

Bay View Overlay Standards Review pursuant to Section 152.032(A)(3) of the North Bay Village Code of Ordinances.

## Required Findings

The subject property is within the Bayview Overlay (BVO) District as created by North Bay Village in 2012. When a CG property is located in the BVO District, all provisions of Section 152.032 shall apply. When the provisions of the BVO are applied to a property in the CG zoning district, the bonus height provisions of Section 152.029(C) shall also apply.

## Recommendations

Staff recommends this property is eligible to be reviewed under the provisions of the Bayview Overlay District. The bonus height provisions can also be applied allowing the mixed use development to be built up to the maximum height allowed in the BVO District if the proper setbacks are met.

*Submitted by:*
James G. LaRue
James G. LaRue, AICP
Planning Consultant

February 5, 2014

Hearing: Commission, February 11, 2014

# Staff Report #3
# Special Use Exception

*Prepared for:* *North Bay Village Commission*

*Applicant:* *Isle of Dreams, LLC*

*Request:* *Special Exception to allow up to Twenty Percent of Required Parking Spaces to be Designated for Compact Vehicles*

*This has been withdrawn at the request of the Applicant*

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13C(8)

# Staff Report #4
# Site Plan

*Prepared for:* *North Bay Village Commission*

*Applicant:* *Isle of Dreams, LLC*

*Request:* *Site Plan Approval and Building Height Bonus Review for a Mixed use Residential and Commercial Building*

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239-334-3366
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13C(9)

## General Information

| | |
|---|---|
| Owner/Applicant: | Isle of Dreams, LLC<br>Scott Greenwald |
| Applicant Address: | 200 S Biscayne Blvd, Suite 850<br>Miami, FL 33131 |
| Site Address: | 1415 Kennedy Causeway |
| Contact Person: | Graham Penn |
| Contact Phone Number: | 305-377-6229 |
| Contact E-mail Address | gpenn@brzoninglaw.com |

| | Existing | Proposed |
|---|---|---|
| Future Land Use | Commercial | Commercial |
| Zoning District | CG | CG |
| Use of Property | Commercial | Mixed Use (Multi-family Residential, Commercial) |
| Acreage | 3.33 acres | 3.33 acres |

## Legal Description of Subject Property

1716FTE & 50FTN of ½ MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB

Folio: 23-3209-000-0201

## Request

The applicant is requesting:

1. Site plan approval pursuant to Sections 152.105(C)(9) and 152.030(C)(3) of the North Bay Village Code of Ordinances for development of a 237 unit, 32 story multi-family condominium structure in the RM-70 (high density multiple-family residential) zoning district

2. Building height bonus review pursuant to Section 152.029(C)(8)(A-H) of the North Bay Village Code of Ordinances.

## General Description

The Applicant proposes to develop the property with a mixed-use residential and commercial development featuring a parking garage. The 237 unit residential component will be located in a single tower pushed to the north, away from Kennedy Causeway. The portion of the structure to the south of the tower will be devoted to retail use, parking, and a rooftop amenity area. A second commercial area is proposed to be located on the eastern edge of the tower portion of the building, providing an ideal location for a restaurant use.

## Consistency with Comprehensive Plan

The mixed use project is consistent with the Comprehensive Plan, as Future Land Use Policies 2.1.1a and 2.1.12 of the North Bay Village Comprehensive Plan depict combined commercial and residential development if certain requirements are met.

## Adjacent Land Use Map Classifications and Zoning District

| | | |
|---|---|---|
| North | Future Land Use | Water |
| | Zoning District | Water |
| | Existing Land Use | Biscayne Bay |
| East | Future Land Use | Commercial |
| | Zoning District | Commercial General |
| | Existing Land Use | Restaurant |
| South | Future Land Use | Commercial |
| | Zoning District | Commercial General |
| | Existing Land Use | Commercial Office Building |
| West | Future Land Use | Commercial |
| | Zoning District | Commercial General |
| | Existing Land Use | TV Station |

## Adequacy of Public Facilities

Water and Sewer utilities will be provided by Miami-Dade County M-DC (DERM). This project will be required to meet Sewer Concurrency requirements as prescribed by the Public Works Director of North Bay Village. The specifics of these requirements will be outlined in the conditions of approval for this site plan.

Staff has reviewed the Traffic Impact Study (TIS) for Isle of Dreams: prepared by Richard Garcia & Associates, Inc., and offers the following comments:

1. The Study uses ITE code LU 230, Condo/Townhouse, the most conservative ITE peak hour trip generation factor (i.e., highest factor) that could be considered applicable to the proposed high rise condominium. We assume RGA did not use code LU 222, which is for high rise condominiums and has a lower generation rate, because the rates are based on a small sample size.

2. The Study uses appropriate ITE peak hour trip generation factors for the restaurant and specialty retail center.

3. The Study uses what would appear to be reasonable internal capture rates for a mixed-use development.

4. The findings of the TIS are summarized as follows:

   a. The proposed project will generate a net increase of 160 during the AM peak hour and 220 vehicle trips during the PM peak hour and.

   b. The Level of Service Standard (LOSS) for Kennedy Cswy. is D. The range of traffic for a Level of Service (LOS) of D is from 2,091 to 4,500 peak hour trips.

   c. The current traffic levels are estimated at 2,843 in the AM peak hour and 2,526 during the PM peak hour. Therefore the roadway is operating at LOS D.

   d. When the project is completed in 2016, the resultant AM and PM Peak hour traffic on North Bay/Kennedy Cswy. is projected to be 3,003 and 2,849 trips respectively. Based on FDOT Standards this means the roadway will continue to operate at LOS D once the project is completed.

**CONCLUSION**

After reviewing the materials, it is apparent that a project of the size and mix of uses proposed will not generate traffic levels that would result in violation of the Village's adopted LOSS of D. This would be true even if one eliminated trips due to internal capture.

## Comparison of Submitted Site Plan With Land Development Regulations

The submitted site plan is based on approval by the Village Commission of several items, which are necessary in order for the site plan to be considered for review. Those items are:

1) A special use approval to utilize the mixed use provisions of the RM-70 Zoning District in the CG District; and
2) A special use approval to utilize the provisions of the Bay View Overlay District; and

Prior special use approval request to utilize compact parking spaces was withdrawn by the applicant at the Planning and Zoning Board hearing. There are no compact spaces now shown on the site plan.

The following site plan review has been conducted assuming the possibility that the Village Commission approves all above mentioned items.

It should be noted that several items could not be reviewed at the Planning and Zoning meeting because of discrepancies between, the site plan, the landscape plan, the letter of intent and verbal discussion with the architect regarding the lot area and location and dimensions of the lot lines. This was a major issue that was corrected by the applicant in the revised plans and these items have been reviewed by staff for the February Commission meeting.

| Section | Regulation | Required | Provided |
|---|---|---|---|
| | | | |
| **North Bay Village LDC** | | | |
| 152.029(C)(1) | Minimum lot area | 27,000 sq ft | 147,620 sq ft |
| 152.029(C)(1) | Minimum frontage | 75 ft | 244 ft |
| 152.032(C) | Maximum building height | 340 ft | 340 ft |
| 152.029(C)(2) | Minimum front setback | 40 ft | 71 ft |
| 152.032(C)(1)(b) | Minimum front setback | The portion of any building that is more than 240 feet in height must be set back from the front property line by a distance that is not less than the height of said portion of the building.<br><br><u>100 ft setback required at top of building</u> | Portion of structure that is 240 ft and above is setback more than 100 ft from front property line |

<table>
<tr><th>Section</th><th>Regulation</th><th>Required</th><th>Provided</th></tr>
<tr><td>152.032(C)(1)(c)</td><td>Minimum side setback</td><td>If any portion of a building on the site exceeds 240 feet in height, no part of any building on the site may be closer to either side property line than a distance equal to 20% of the lot width.<br><br><u>20% of 244 is 48.8 ft</u></td><td>48 ft – 10 in</td></tr>
<tr><td>152.029(C)(2)</td><td>Minimum rear setback</td><td>25 ft</td><td>42 ft</td></tr>
<tr><td>152.029(C)(3)</td><td>Required lot area per dwelling unit</td><td><table><tr><th>Unit type</th><th>Lot area/unit</th></tr><tr><td>Efficiency</td><td>620</td></tr><tr><td>1- BR</td><td>620</td></tr><tr><td>2- BR</td><td>685</td></tr><tr><td>3- BR</td><td>750</td></tr></table><br><u>78 one-br = 48,360</u><br><u>156 two-br = 106,680</u><br><u>3 three-br = 2,250</u><br><br><u>157,290 sq ft of lot area required</u></td><td>Only 147,620 lot area provided.<br><br>Development Agreement guarantees bonus density at fixed rate. See bonus density item below.</td></tr>
<tr><td>Comprehensive Plan Future Land Use Policy 2.1.1a</td><td>Maximum density</td><td>70 dwelling units per acre</td><td>70 dwelling units per acre</td></tr>
<tr><td>152.029(C)(5)</td><td>Minimum pervious area</td><td>20% of total parcel<br><br><u>20% of 147,620 = 29,524 sq ft of required pervious area</u></td><td>31,405 sq ft</td></tr>
<tr><td>152.029(C)(6)</td><td>Minimum dwelling unit floor area</td><td><table><tr><th>Unit type</th><th>Floor area</th></tr><tr><td>Efficiency</td><td>600</td></tr><tr><td>1-BR</td><td>900</td></tr><tr><td>2-BR</td><td>1,200</td></tr><tr><td>3-BR</td><td>1,350</td></tr></table></td><td>In compliance</td></tr>
</table>

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 152.029(C)(7) | Baywalk/boardwalk requirement | A public access boardwalk must be provided along shoreline and access to that boardwalk must be provided with a walkway from the ROW. Dedicated easements shall be recorded for the boardwalk and access corridors. | Provided |
| 152.029(C)(8) | Building density bonus | Additional density may be purchased, not to exceed 70 units per acre | Applicant is purchasing additional density according to stipulations of development agreement |
| 152.029(C)(9)2 | Paving surfaces | Except for covered garages, all exterior paving surfaces shall be constructed of brick pavers | Provided |
| 152.029(C)(9)3 | Required water feature | A water feature shall be provided in the front | Provided |
| 152.029(C)(9)6 | Screening of parking garages | Parking garages shall be constructed with architectural features that obscure it from public view | Provided |
| 152.029(C)(9)7 | Street tree lighting | Lighting shall be provided in all areas in front where trees are planted | Provided |
| 5.2.2(a)(1) | Minimum standard parking space dimensions | 9 ft by 18 ft | Provided |
| 5.2.2(a)(2) | Minimum compact parking space dimensions | 8 ft by 16 ft | N/A |
| 5.2.2(a)(3) | Minimum handicapped parking space dimensions | Must comply with all applicable accessibility standards | Provided |

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 152.042(D) | Minimum number of handicapped spaces | 2% of total required spaces.<br><br>2% of 617 = 13 handicapped spaces required | 13 handicap spaces |
| ADA Requirement | Minimum number of handicapped spaces | For facilities with 500 to 1000 parking spaces, 2% must be handicapped spaces | |
| 152.042(E) | Maximum number of compact parking spaces | 20% of total required (only with approval by Village Commission) | N/A |
| 152.042(K) | Minimum setback of ROW from parking spaces | 20 ft | Provided |
| 152.042(M) | Minimum separation of parking from walkways and streets | Parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device | Provided |
| 152.042(P) | Back-out parking prohibition | Parking spaces shall not be designed so that no vehicle shall be required to back into a public ROW to obtain egress | Provided |

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 152.044(A)(2) | Minimum number of parking spaces per dwelling unit | • 2 spaces per one-br unit<br>• 2 spaces per two-br unit<br>• 3 spaces per three-br unit<br>• Plus 10% of total required spaces<br>• For parking allocation purposes, two-br units with enclosed dens count as 3-br units<br><br>78 one-br units = 156<br>129 two br-units = 258<br>30 three-br units = 90<br><br>504 + 10% = 554.4 required spaces | 627 total parking spaces |
| 152.044(B)(7) | Minimum number of parking spaces for restaurant | 1 space per 75 sq ft of customer svc area.<br><br>3,680 sq ft of customer service area requires 49.1 spaces | |
| 152.044(B)(8) | Minimum number of parking spaces per for retail | 1 space per 200 sq ft of gross floor area<br><br>2,540 sq ft of retail requires 12.7 spaces | |
| | Total spaces required | 554.4 + 49.1 + 12.7 = 617 total required | |
| 152.045(B) | Minimum loading space dimensions | 12 ft by 30 ft, and at least 14.5 ft of vertical clearance | Provided |
| 152.045(C) | Loading space joint usage | Loading spaces for two or more uses may be collectively provided if so located as to be usable by all. | Utilized |
| 152.045(E) | Loading and standard parking space restriction | No areas supplied to meet required off-street parking facilities may be utilized to meet the requirements for loading spaces. | In compliance |

<table>
<tr><th>Section</th><th>Regulation</th><th>Required</th><th>Provided</th></tr>
<tr><td>152.045(F)(1)</td><td>Minimum number of loading spaces for retail and restaurant</td><td><table><tr><th>Gross floor area</th><th>Spaces</th></tr><tr><td><10,000</td><td>0</td></tr><tr><td>10,000-20,000</td><td>1</td></tr><tr><td>20,000-40,000</td><td>2</td></tr><tr><td>40,000-60,000</td><td>3</td></tr><tr><td>>60,000</td><td>4</td></tr></table><u>10,000 sq ft of retail requires 1 loading space.</u></td><td rowspan="2">3 loading spaces</td></tr>
<tr><td>152.045(F)(2)</td><td>Minimum number of loading spaces for multi-family</td><td><table><tr><th>Gross floor area</th><th>Spaces</th></tr><tr><td><25,000</td><td>0</td></tr><tr><td>25,000-50,000</td><td>1</td></tr><tr><td>50,000-100,000</td><td>2</td></tr><tr><td>>100,000</td><td>3</td></tr></table><u>Over 100,000 sq ft of GFA requires 3 loading spaces</u></td></tr>
<tr><td>155.17</td><td>Minimum width of maneuvering aisle</td><td>90 degree parking shall be designed 23 ft wide maneuvering aisles</td><td>Provided</td></tr>
<tr><td>155.18(A)3</td><td>Dumpster screening</td><td>Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.</td><td>Provided</td></tr>
</table>

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 155.18(A)4 | Dumpster placement | Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited | Provided |
| 155.18(A)5 | Mechanical equipment screening | Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building and shall not be visible from the street. | Provided |
| 155.18(A)7 | Mechanical equipment screening | Service bays, ground mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered. | Provided |
| Appendix D | Required benches along bay walk | Benches shall be provided at a minimum of 2.5 ft sections of bench per 100 ft of linear shoreline | Provided |
| | | | |
| **Miami-Dade Landscaping Chapter 18A** | | | |
| 18A-4(C) | Vegetative survey | A vegetation survey shall be provided for all sites at the same scale as the landscape plan. | Not yet provided. |
| 18A-4(D) | Irrigation plan | An Irrigation Plan shall be submitted. Where a landscape plan is required, an irrigation plan shall be submitted concurrently. | Not yet provided. |

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 18A-6(A)(5) | Maximum lawn area | 50% of lot area.<br><br>50% of 147,620 = 73,810 sq ft | 4,476.3 sf |
| 18A-6(C)(1) | Tree height | Except street trees, all trees shall be a minimum of 10 ft high with a minimum of 2 inch caliper, except that 30% of the tree requirement may be met by native species with a minimum height of 8 ft. | Plan meets this requirement. |
| 18A-6(C)(2) | Street trees | Street trees shall be provided along all roadways at a maximum average spacing of 35 feet on center (25' for palms). | 5 live oaks and 7 palm trees provided for street trees |
| 18A-6(C)(3) | Trees under power lines | Where overhead power lines require low growing trees, street trees shall have a minimum height of 8 ft and a maximum average spacing of 25 feet on center. | Power lines are not indicated on the site plan. |
| 18A-6(C)(4) | Palms | Palms which are spaced no more than 25 feet on center and have a 14 foot minimum height or 4 inches minimum caliper diameter may count as a required tree. | Utilized |
| 18A-6(C)(5) | Number of required trees | 28 trees per acre required in multi-family residential zoning categories<br><br>28 x 3.38 = 95 trees required. | 87 – 89 (non-palm) trees provided<br><br>90 proposed palms |

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 18A-6(C)(11) | Limitations on required trees | At least 30% shall be native species.<br><br>At least 50% shall be low maintenance and drought tolerant.<br><br>Of the required trees, no more than 30% shall be palms | Plan meets this requirement.<br><br>All trees specified are low maintenance and drought tolerant.<br><br>Plan meets this requirement. |
| 18A-6(C)(12) | Limitations on required trees | 80% of required trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list. | This requirement has been met. |
| 18A-6(D)(1) | Shrubs | All shrubs must be a minimum of 18 inches a time of planting.<br><br>10 shrubs are required for each required tree.<br><br>30% shall be native species<br><br>50% shall be low maintenance and drought tolerant<br><br>80% of required shrubs shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low Maintenance Landscape Plants for South Florida list. | This requirement has been met.<br><br>This requirement has been met.<br><br>This requirement has been met.<br><br>This requirement has been met.<br><br>This requirement has been met. |

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 18A-6(H) | Use buffers | Where dissimilar land uses exist on adjacent properties, that area shall be provided with a buffer consisting of trees spaced to a maximum average of 35-foot on center with shrubs which normally grow to a height of 6 feet, or a 6 foot wall with trees, within a 5 foot wide landscape strip.<br><br>Shrubs shall be a minimum of 30 inches high and planted at a maximum of 36 inches on center; or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center.<br><br><u>Adjacent properties do not contain dissimilar land uses</u> | N/A |
| 18A-6(I) | Parking lot buffers | All parking lots adjacent to a right of way shall be screened by a continuous planting with a 7 foot landscape strip incorporating said planting<br><br>Shrubs shall be a minimum of 18 inches high and planted at a maximum of 30 inches on center; or if planted at a minimum height of 36 inches, shall have a maximum average spacing of 48 inches on center. | This requirement has been met.<br><br>Plan meets this requirement. |

| Section | Regulation | Required | Provided |
|---|---|---|---|
| 18A-6(J) | Parking lot landscaping | 10 square feet of landscaped area per parking space shall be provided within a parking lot. | This requirement has been met. |
| | | Trees shall be planted within the parking lot at a minimum density of one tree per 80 square feet of landscaped area, exclusive of parking lot buffers. | This requirement has been met. |
| | | Each tree shall have a minimum of 5 feet of planting area width, exclusive of curb dimension. | This requirement has been met. |
| | | | |
| **Miami-Dade Biscayne Bay Management Plan** | | | |
| 33D-38(1)b | Minimum rear setback | 50% of building height above 35 ft (measured from mean high water line), up to 75 ft maximum.<br><br><u>152.5 rear setback required</u> | Only 42 ft provided |
| 33D-38(2)a | Minimum visual corridor | 20% of lot width on one side, with a 20 ft minimum and a 100 ft maximum. Structures not permitted in view corridor.<br><br>20% of 244 = 48.8 ft required | 48 ft – 10 in |
| 33D-38(3) | Minimum side setback | Minimum of 25 ft | 42 ft |
| 33D-33(4) | Waiver from County | A waiver may be obtained from the Miami-Dade Shoreline Review Committee for exemption from the above requirements | Not yet provided |

## Recommendations

**BUILDING HEIGHT BONUS:**

Staff recommends **approval** of the building height and density bonus.

**SITE PLAN:**

Staff recommends **approval** of the site plan based on our analysis as highlighted in this report. Approval should also be based on the following conditions being met prior to the issuance of a building permit:

1) Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade Chapter 18A requirements

2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).

3) Site plan approval from Miami-Dade Shoreline Review Committee.

4) Meeting School Board Concurrency requirements as determined by School Board Staff.

5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.

6) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point).

    a. If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

    b. Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

10) All applicable state and federal permits must be obtained before commencement of construction.

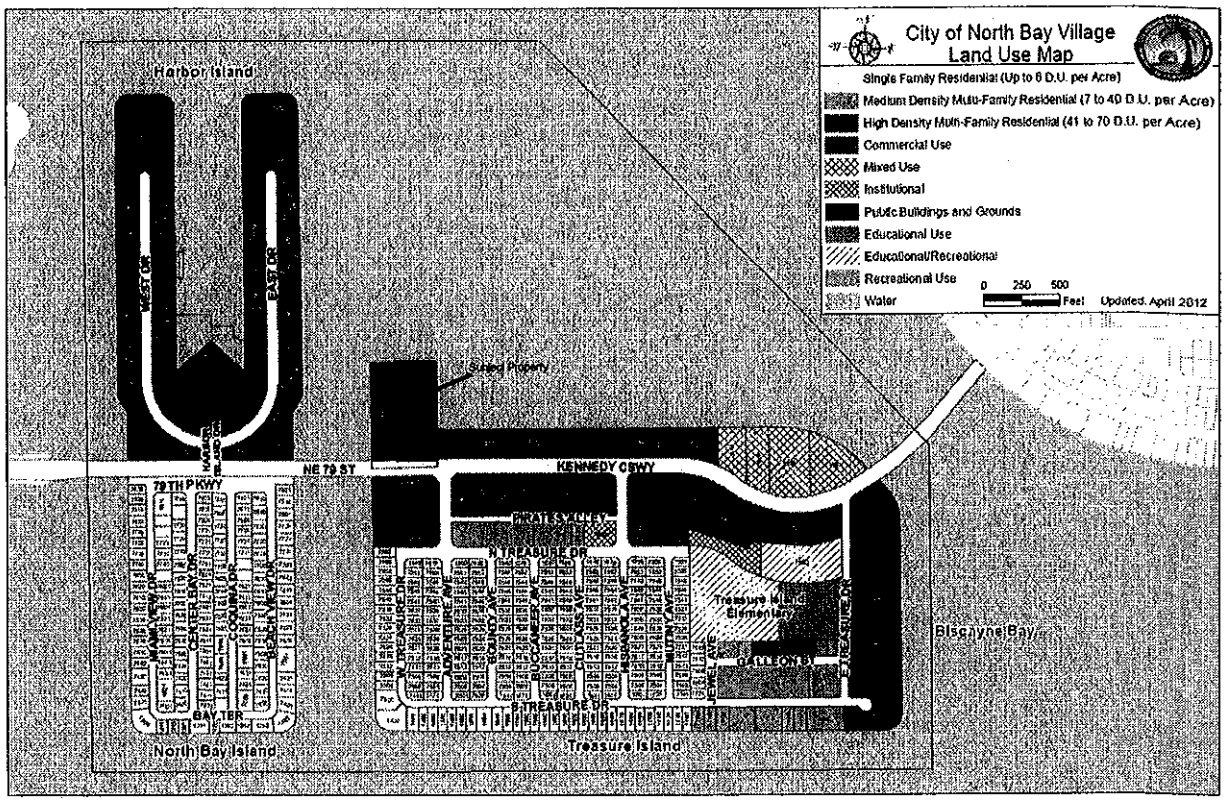
*Submitted by:*
James G. LaRue
James G. LaRue, AICP
Planning Consultant

February 5, 2014

Hearing: Commission, February 11, 2014

Attachments: Future Land Use Map
Zoning Map
Aerial photograph

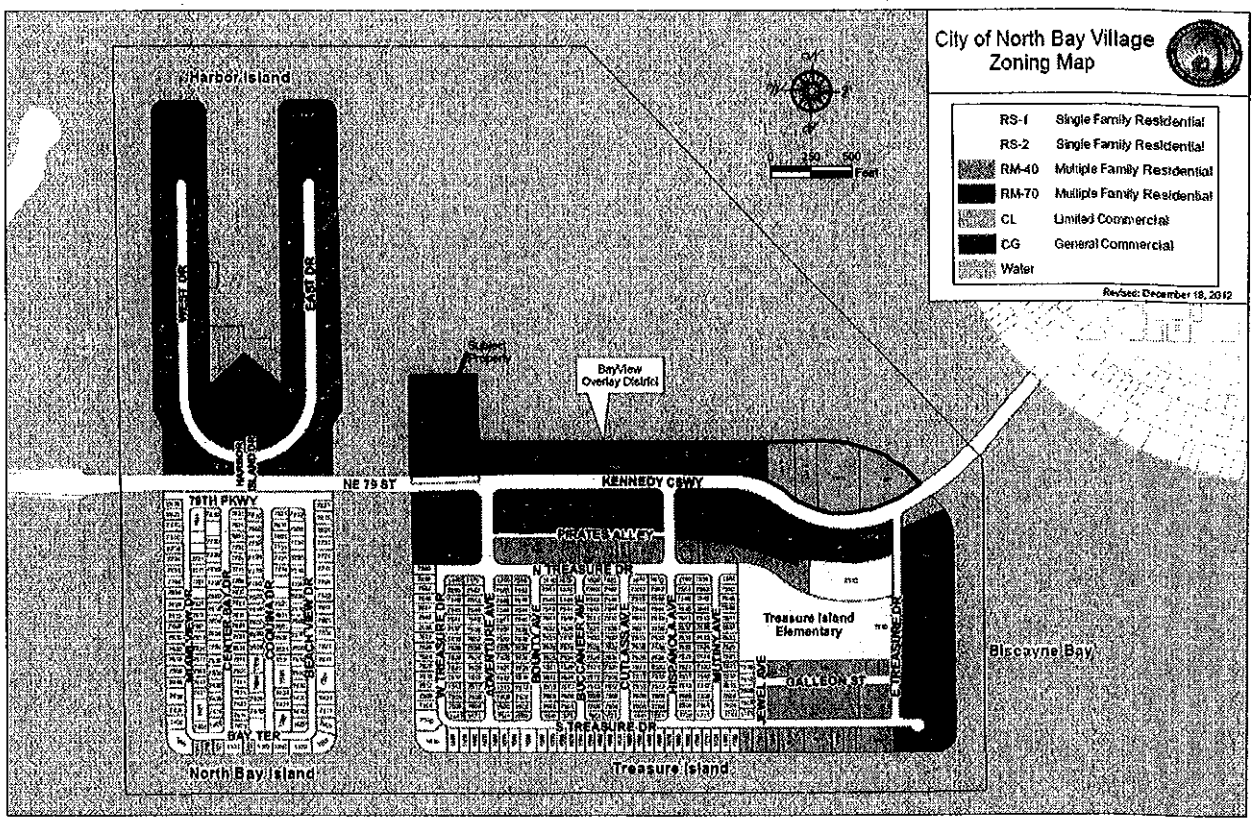
**FUTURE LAND USE**
**SUBJECT SITE AND ENVIRONS**






13c(26)

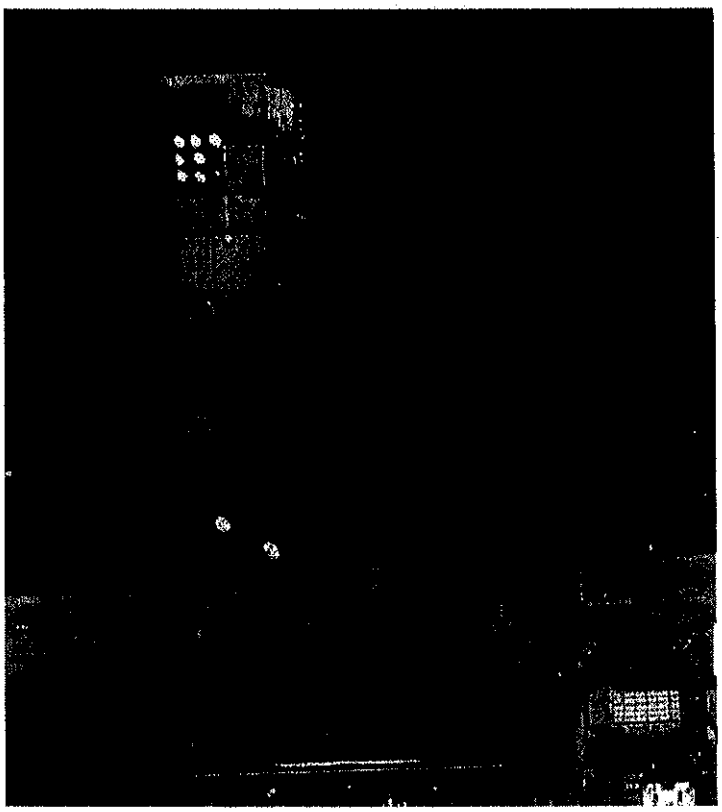
**ZONING**
**SUBJECT SITE AND ENVIRONS**






13C(27)

**AERIAL PHOTOGRAPH**
**SUBJECT SITE AND ENVIRONS**





130(28)

LaRue Planning
& Management Services, Inc.

# Memorandum

**To:** North Bay Village Planning & Zoning Board

**From:** James G. LaRue

**Date:** January 30, 2014

**Subject:** **1415 Kennedy Causeway, Conditions for Planning and Zoning Board Approval**

---

Prior to the public hearing before the Village Commission, the applicant must submit a site plan which depicts:

1) Interior walls and layout of all dwelling units; and

2) Locations and dimensions of handicap parking spaces and required aisles; and

3) Parking calculations allocating adequate parking for all intended uses, demonstrating compliance with the North Bay Village off-street parking requirements.

Prior to issuance of a building permit we request that approval be based on the following conditions:

1) Submittal of a landscape plan and an irrigation plan which meet Miami-Dade Chapter 18A

2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).

3) Site plan approval from Miami-Dade Shoreline Review Committee.

4) Meeting School Board Concurrency requirements as determined by School Board Staff.

5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.

6) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

7) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

8) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

9) All applicable state and federal permits must be obtained before commencement of construction.

10) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point).

    a. If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

    b. Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

CC: Frank Rollason, Village Manager

Yvonne Hamilton, Village Clerk

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Isles of Dreams
1415 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

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

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

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

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

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on February 11, 2014 was posted at the above-referenced property on January 31, 2014.

Dated this 3rd day of February 2014.

Yvonne P. Hamilton
Village Clerk

(Commission Meeting – February 11, 2014)

13C(30)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Isles of Dream
1415 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

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I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on January 31, 2014.

Dated this 3rd day of February 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-2/11/2014)

13C(31)

**North Bay Village**

Administrative Offices

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

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

## APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: Isle of Dreams, LLC Phone: c/o Graham Penn 305 377 6229

Mailing Address: 200 S. Biscayne Blvd., Suite 850 Miami, FL 33131

Legal Description of Property: 1716FTE & 50FTN OF 1/2 MP ON W/L OF SEC N605FT E244FT S505FT SWLY TO N R/W/L OF NE 79TH ST W224FT TO POB.

Existing Zoning: CG Lot Size: 3.33 Folio: 23-3209-000-0201

Type of Request: See attached letter.

Reason for Request: (Attach additional Pages if necessary) See attached letter.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

13C(32)

**APPLICATION FOR HEARING**
**BEFORE THE PLANNING & ZONING BOARD AND**
**VILLAGE COMMISSION**


Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the Village Commission Pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

**(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).**

Scott Greenwald

Authorized Signature

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

**STATE OF FLORIDA )**
**COUNTY OF MIAMI-DADE )**

**Sworn to and subscribed to before me this** 23 **day of** December **20**13
**by** Scott Greenwald
**who is personally known to me or who has produced** _____
**as identification.**

**Notary Public**

**(Notary Seal)**

CHARLOTTE E. WEST
Notary Public - State of Florida
My Comm. Expires Oct 15, 2017
Commission # FF 30922
Bonded Through National Notary Assn.

13C(33)

**Office Use Only:**

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

Date Submitted: 12/23/13

Tentative Meeting Date: 1/30/14

Date Paid: 12/30/13

Fee Paid: $ 15,700.00

Cash ☐ or Check ☒ # 6723

13C(34)

01-16-14P04:27 RCVD

BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6229
E-Mail: gpenn@brzoninglaw.com

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

January 14, 2014

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

**RE:** Letter of Intent for "Isle of Dreams" Development at 1415 Kennedy Causeway.

Dear Mr. Rollason:

Our law firm represents Isle of Dreams, L.L.C. (the "Applicant"), the owner of the parcel at the above-described address. Please consider this letter the Applicant's letter of intent in support of a public hearing application seeking the necessary approvals to develop the subject property with a mixed-use residential and commercial building. We believe that the proposed development is consistent with the Village's zoning regulations, the Village's Comprehensive Plan, and the goals of the Village's charrette regarding development along Kennedy Causeway.

Along with the proposed site plan, we are attaching hereto the required application forms, supplementary analyses required by the Village's Consolidated Land Development Code. The submitted analyses demonstrate that the proposed development will not have an adverse impact on the public facilities of North Bay Village.

The Property. The subject property ("the Property") comprises approximately 3.33 acres of commercial land on a peninsula that extends to the north from the Kennedy Causeway into Biscayne Bay. The Property is zoned and planned for Commercial Use. The balance of the peninsula is

13C(35)

owned by a commercial user – WSVN – who owns approximately thirty-nine (39) percent of the land.

Urban Context. In recent years, the Kennedy Causeway area has lost much of its previous luster and many of the existing commercial uses along the Causeway have struggled to stay in business. Last decade, the Village recently held a planning charrette that had its major focus the revitalization of the Causeway area. The consensus goal of the charrette was to animate the causeway by attracting new development to the north side Causeway and to increase public access to Biscayne Bay. We believe that the proposed development will be the first such high-quality project to be located on the Causeway, providing unprecedented access to the Bay.

Previously Approved Development. As you recall, the Village approved a previous development plan for the Property in 2008. That plan, known as "Lexi on the Bay" proposed a twenty-one (21) story mixed-use residential and commercial development with 214 residential units and approximately 18,000 square feet of commercial space. The "Lexi on the Bay" plan also included a four (4) story parking garage that formed the pedestal upon which the two proposed residential towers were proposed to be located.

Proposed Isle of Dreams Development. The Applicant proposes to develop the Property with a well-designed mixed-use residential and commercial development featuring a parking garage. The 237-unit residential component will be located in a single tower pushed to the north, away from Kennedy Causeway.

The Applicant has designed the project in a manner consistent with the requirements of the Village's Bay View Overlay for properties on the north side of the Causeway. Accordingly, the tower has been made as thin as possible. In fact, the building will be setback forty-eight (48) from both the east and west sides of the Property, providing a twenty (20) percent view corridor on both sides of the building. The tower element of the development will be set back 439 feet from the Causeway, with the portion of the structure to the south of the tower being devoted to retail use, parking, and a rooftop amenity area. A second commercial area is proposed to be located on the eastern edge of the tower portion of the building, providing an ideal location for a restaurant use.

Access to the Property will remain the same. The existing radio tower on the north side of the Property is proposed to be relocated prior to the construction of the new development. This relocation will also likely involve the relocation of the existing radio tower on the adjacent WSVN parcel.

The proposed development will meet or exceed all the Village code requirements for setbacks, open space, landscaping, and parking. The parking garage has been designed in a manner consistent with Section 152.032 of the Village code and therefore may exceed four (4) stories. The proposed development is also consistent with the Property's comprehensive plan and zoning designations, as well as the designations of the parcels that lie on the east and west of the Property, both of which are zoned for commercial development.

Parking Sizes. As you know, the City's Land Development Regulations and ordinances contain several inconsistent parking space design requirements. The standards range from a high of ten (10) by twenty (20) feet in Section 152.042 of the City's zoning code, to nine (9) by nineteen (19) in Section 155.17 of the City's zoning code, to nine (9) by eighteen (18) in Section 5.2.2. of the Land Development Regulations. All of the parking spaces in the attached plans are nine (9) feet by eighteen (18) feet and therefore consistent with the code.

Baywalk. The Applicant is proposing to develop a wide public baywalk access providing access to Biscayne Bay along the entire eastern boundary of the Property. While open to the public, the baywalk will remain in the ownership of the Applicant and the Village and the public will therefore incur no costs in the continued maintenance of the baywalk area. The Applicant has agreed to open the baywalk to the public from dawn to 8:00 P.M. daily. The construction of the baywalk will provide the best public access to Biscayne Bay in the Village.

The Applicant will be filing an application with the Miami-Dade County Shoreline Development Review Committee seeking approval of the proposed baywalk.

Public Hearing Requests. As required by Section 2.7.3(2) of the Village's Consolidated Land Development Regulations, the Applicant hereby makes the following public hearing zoning requests:

- Site plan approval of a major development (over 10,000 square feet of floor area).

- Special use exception to permit multi-family residential in the CG zoning district.

- Building height bonus review to 240 feet pursuant to subsections 152.029 (C)(8)8(A) through 8(F).

- Special use exception for development under the Bay View Overlay District standards.

The Applicant is unaware of any additional special permits, variances or exemptions that would be required by the proposed development. As noted above, the Applicant will be seeking additional approval of the Miami-Dade County Shoreline Development Review Board.

Compliance with Zoning and Village Code Standards. The proposed Isle of Dreams Retail development will comply with all the requirements of the Village's CG zoning district, the Village's site plan review standards, the Village's design guidelines, and the Bay View Overlay requirements. As noted above, the proposed plan contains no variances of the Village's CG zoning requirements.

Village's Site Plan Review Criteria. The following are the Village's site plan review criteria and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 152.105(C)

(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

*The submitted plan complies with this requirement. The building has been designed in a manner to limit negative impacts on the Property's neighbors.*

(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

*The submitted plan complies with this requirement. The proposed garage parking will remain sufficient to serve the uses within the building. The garage parking will be a mix of self-parking and valet parking.*

(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

*The submitted plan complies with this requirement.*

(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

*As indicated by the submitted memos prepared by Richard Garcia, P.E. and Ocean Engineering, Inc., the impact of the proposed development will be accommodated by the existing roadway network and the water and sewer system, as currently contemplated to be expanded by the Village. The Applicant understands that it may be required to participate in the cost of proposed sewer improvements along Kennedy Causeway.*

Village's Design Standards. As you know, the Village adopted a set of urban design standards codified in Section 155 of the Village Code. The following are the relevant design standards and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 155.03

Building and site design relationships shall conform to the following standards

1. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.

*The submitted plan complies with this requirement.*

2. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.

*This requirement is inapplicable to the Property.*

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.

*This requirement is inapplicable to the Property*

4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the building or buildings, or enclosed in a separate structure compatible with the main building.

*This requirement is inapplicable to the Property.*

5. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.

*The parking structure complies with this requirement.*

6. Storefronts shall have easily identifiable entrances.

*The submitted plan complies with this requirement.*

7. Window displays shall be done in such a manner as to capture the pedestrians' customers' attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.

*The development will comply with this requirement.*

8. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.

*This requirement is inapplicable to the Property.*

9. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.

*The submitted plan complies with this requirement.*

10. All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.

*The submitted plan complies with this requirement; all service bays, HVAC equipment, and similar areas will be hidden from public view. The trash pick up area will be located on the west side of the building, adjacent to the existing service area of the neighbor to the west.*

11. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.

*The submitted plan complies with this requirement; all service bays and similar areas will be hidden from public view.*

12. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.

*The development will comply with this requirement.*

13. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.

*The development will comply with this requirement.*

14. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.

*The submitted plan complies with this requirement. The loading and service area will be located in a manner that does not impede traffic on the Property or on the neighboring parcel to the west.*

15. Pre-fabricated homes are prohibited in new construction.

*This requirement is inapplicable to the Property.*

16. Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with forty (40) percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.

*The submitted plan complies with this requirement.*

17. Temporary construction shall be enclosed by black vinyl coated chain-link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.

*The development will comply with this requirement at the time of construction.*

18. Reflective/mirrored glass shall be discouraged.

*The submitted plan complies with this requirement.*

19. Buildings shall not have unfinished surfaces visible to the public.

*The submitted plan complies with this requirement.*

<u>Section 155.04 New Construction.</u>

A. Buildings should have a recognizable entrance facing the public street.

1. Design and location of balconies should reinforce the building form.

2. All projects should consider the overall form, and detail of the building. Box buildings are discouraged.

*The submitted plan complies with these requirements. While the design is simple, it features changes in material and in plane that will create the most attractive new building in the Village.*

Section 155.05 Site Design Relationships

A. The coordination of facade components help establish an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

1. Compatibility with adjacent land uses in terms of scale and lot coverage.

*The submitted plan complies with this requirement. The tower's robust setback and baywalk will effectively create a sense of open space and its adjacency to the Bay works to confirm the sense of scale. The project readily complies with all lot coverage requirements.*

2. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.

*The development will comply with this requirement.*

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, façade treatment shall be coordinated and have like details. Such façade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.

*The submitted plan complies with this requirement; the façades of the building will be coordinated and consistent with one another.*

4. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.

*The development will comply with this requirement at the time of sign approval.*

Section 155.08 Bayview

A. Buildings should provide view/light/breeze corridors to the bay.

*The submitted plan complies with this requirement. Care has been taken to minimize the project's visual impact when viewed from the Kennedy Causeway in order to provide generous view corridors to Biscayne Bay. As noted above, both the western and eastern setbacks are forty-eight (48) feet.*

B. Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.

*The submitted plan complies with this requirement.*

C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.

*The submitted plan complies with this requirement.*

D. Pool decks should include landscaping to provide shade and tropical image.

*The submitted plan complies with this requirement. The rear pool deck will include generous landscaped areas.*

E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.

*The submitted plan complies with this requirement.*

Section 155.14 Landscaping

(A) Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED to create high visibility areas and natural access control. With regards to landscape design for both new construction and existing buildings, the following should apply:

*The submitted plan complies with this requirement.*

(B) Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

*The submitted plan complies with this requirement.*

1. Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.

*The submitted plan complies with this requirement.*

2. Rhythm should be maintained along public streets through the uniform placement of trees.

*The submitted plan complies with this requirement.*

3. Blank walls greater than 25' in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of twenty-five (25) feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at twenty (20) foot intervals shall be required to achieve this screening.

*The submitted plan complies with this requirement. There are no "blank" walls in the proposed design.*

4. Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.

*The submitted plan complies with this requirement.*

5. Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.

*The submitted plan complies with this requirement.*

6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be maintained as part of the built environment and the demand on our local water resources will be minimized.

*The submitted plan complies with this requirement.*

7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.

*The submitted plan complies with this requirement.*

8. Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.

*The submitted plan complies with this requirement.*

9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.

*The submitted plan complies with this requirement.*

10. Shrubs and ground cover shall be planted along public right-of-ways or around parking, and public open areas.

*The submitted plan complies with this requirement.*

11. Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.

*The submitted plan complies with this requirement.*

12. Landscape plans must be drawn, signed and sealed by a Florida Registered Architect or Landscape Architect.

*The submitted plan complies with this requirement.*

13. In addition to the design standards, all landscaping shall meet the standards of the Village of North Bay Village Landscape Code.

*The submitted plan complies with this requirement.*

14. Landscaping in 15' line of site triangle at intersections of right-of-ways and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.

*The submitted plan complies with this requirement.*

<u>Section 155.17 Off-Street Parking and Loading</u>

A. Minimum off-street parking and loading requirements shall conform to the Village Code relating to Parking and Loading Requirements. The following criteria shall also be considered:

1. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.

*The submitted plan complies with this requirement.*

2. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right of way. This may be accomplished by providing any or a combination of the following: masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.

*The submitted plan complies with this requirement. The Property's loading areas will be located in the rear of the parcel.*

3. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.

*The submitted plan complies with this requirement.*

4. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings wherever possible rather than aggregating parking into continuous street facing strips.

*The limited surface parking area on the Isle of Dreams plan is broken up by landscaped areas.*

5. Parking areas must provide adequate drainage.

*The submitted plan complies with this requirement.*

6. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six inch curb.

*The submitted plan complies with this requirement.*

7. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.

*The submitted plan complies with this requirement. The parking areas within the garage will be invisible to the street.*

8. Multiple levels of parking structures should be parallel to grade on waterfront elevations.

*The submitted plan complies with this requirement.*

9. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.

*The submitted plan complies with this requirement.*

10. Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.

*The submitted plan complies with this requirement. The proposed garage will be completely screened.*

Section 155.18 Dumpster Enclosures, Garbage / Mechanical Equipment Rooms

A. Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and Mechanical Rooms shall conform to the following criteria:

1. When associated with a restaurant and/or drinking use, trash and garbage facilities are recommended to be within an enclosed, air-conditioned garbage room for new construction or when buildings are being substantially rehabilitated, if feasible.

*The development will comply with this requirement. The proposed trash room serving the project will be located on western portion of the building.*

2. When located outside of the building, the facilities are preferred to be enclosed within a CBS opaque structure. The structure (including opaque gates) shall be painted to match the building, unless otherwise required by a special use district.

*This requirement is inapplicable to the Property.*

3. Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.

*The submitted plan complies with this requirement as the dumpster enclosure will be located within the building.*

4. Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited.

*The submitted plan complies with this requirement.*

5. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.

*The submitted plan complies with this requirement.*

6. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.

*The submitted plan complies with this requirement.*

7. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.

*The submitted plan complies with this requirement.*

8. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

*The development will comply with this requirement.*

Section 155.19 Awnings and Canopies

A. Pedestrian related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:

1. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.

*The submitted plan complies with this requirement.*

2. Continuous awnings over several stores are prohibited. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.

*The submitted plan complies with this requirement.*

3. Backlit awnings are prohibited. These awnings, because of their high visibility, become attention getting devices - such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances. High gloss vinyl (plastic) awning, backlit and metal awnings are not permitted.

*The submitted plan complies with this requirement. There are no backlit awnings proposed in the development.*

4. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.

*There are no metal awnings proposed for the development.*

5. Awnings shall be maintained in good repair, free from tears, fading or peeling. Awnings may be supported by poles and connected to the building underneath. Awnings needing vertical support columns are prohibited in the setback area.

*The submitted plan complies with this requirement.*

6. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.

*The submitted plan complies with this requirement.*

7. Signs on awnings/canopies are prohibited.

*The submitted plan complies with this requirement.*

8. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of 8 feet above the sidewalk.

*The submitted plan complies with this requirement.*

9. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

*The submitted plan complies with this requirement.*

Consistency with Charrette Goals. We believe the proposed commercial development will meet the stated goals of the charrette by providing first class development on Kennedy Causeway, providing public access to the waters of Biscayne Bay and preserving the visual corridors to Biscayne Bay from Kennedy Causeway.

Landscape Maintenance. As required by Chapter 18A of the Miami-Dade County Code, the Applicant will be submitting a full irrigation plan at the time of permit. The landscaping, as required by code, will be irrigated on a regular basis.

The landscaping, once installed, shall be maintained under the following schedule:

A. Lawn/Grass

1) Cut bimonthly as required.
2) Fertilize and weed control as necessary.
3) Treat for pests and/or diseases as necessary.

B. Trees/Shrubs

1) Trim, fertilize and treat for pests as needed.
2) Replace as required.

Conclusion. We look forward to the Village's review and recommendation on the application. If you have questions or concerns, please call me at (305) 377-6229.

Sincerely,

Graham Penn

cc: Yvonne Hamilton
Jim Larue, AICP
Scott Greenwald
Jeffrey Bass, Esq.
Jeffrey Bercow, Esq.

BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6229
E-Mail: gpenn@brzoninglaw.com

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

December 23, 2013

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

**RE:** Letter of Intent for "Isle of Dreams" Development at 1415 Kennedy Causeway.

Dear Mr. Rollason:

Our law firm represents Isle of Dreams, L.L.C. (the "Applicant"), the owner of the parcel at the above-described address. Please consider this letter the Applicant's letter of intent in support of a public hearing application seeking the necessary approvals to develop the subject property with a mixed-use residential and commercial building. We believe that the proposed development is consistent with the Village's zoning regulations, the Village's Comprehensive Plan, and the goals of the Village's charrette regarding development along Kennedy Causeway.

Along with the proposed site plan, we are attaching hereto the required application forms, supplementary analyses required by the Village's Consolidated Land Development Code. The submitted analyses demonstrate that the proposed development will not have an adverse impact on the public facilities of North Bay Village.

The Property. The subject property ("the Property") comprises approximately 3.33 acres of commercial land on a peninsula that extends to the north from the Kennedy Causeway into Biscayne Bay. The Property is zoned and planned for Commercial Use. The balance of the peninsula is

owned by a commercial user - WSVN - who owns approximately thirty-nine (39) percent of the land.

Urban Context. In recent years, the Kennedy Causeway area has lost much of its previous luster and many of the existing commercial uses along the Causeway have struggled to stay in business. Last decade, the Village recently held a planning charrette that had its major focus the revitalization of the Causeway area. The consensus goal of the charrette was to animate the causeway by attracting new development to the north side Causeway and to increase public access to Biscayne Bay. We believe that the proposed development will be the first such high-quality project to be located on the Causeway, providing unprecedented access to the Bay.

Previously Approved Development. As you recall, the Village approved a previous development plan for the Property in 2008. That plan, known as "Lexi on the Bay" proposed a twenty-one (21) story mixed-use residential and commercial development with 214 residential units and approximately 18,000 square feet of commercial space. The "Lexi on the Bay" plan also included a four (4) story parking garage that formed the pedestal upon which the two proposed residential towers were proposed to be located.

Proposed Isle of Dreams Development. The Applicant proposes to develop the Property with a well-designed mixed-use residential and commercial development featuring a parking garage. The 237-unit residential component will be located in a single tower pushed to the north, away from Kennedy Causeway.

The Applicant has designed the project in a manner consistent with the requirements of the Village's Bay View Overlay for properties on the north side of the Causeway. Accordingly, the tower has been made as thin as possible. In fact, the building will be setback forty-eight (48) from both the east and west sides of the Property, providing a twenty (20) percent view corridor on both sides of the building. The tower element of the development will be set back 439 feet from the Causeway, with the portion of the structure to the south of the tower being devoted to retail use, parking, and a rooftop amenity area. A second commercial area is proposed to be located on the eastern edge of the tower portion of the building, providing an ideal location for a restaurant use.

Access to the Property will remain the same. The existing radio tower on the north side of the Property is proposed to be relocated

The proposed development will meet or exceed all the Village code requirements for setbacks, open space, landscaping, and parking. The parking garage has been designed in a manner consistent with Section 152.032 of the Village code and therefore may exceed four (4) stories. The proposed development is also consistent with the Property's comprehensive plan and zoning designations, as well as the designations of the parcels that lie on the east and west of the Property, both of which are zoned for commercial development.

Baywalk. The Applicant is proposing to develop a wide public baywalk access providing access to Biscayne Bay along the entire eastern boundary of the Property. While open to the public, the baywalk will remain in the ownership of the Applicant and the Village and the public will therefore incur no costs in the continued maintenance of the baywalk area. The Applicant has agreed to open the baywalk to the public from dawn to 8:00 P.M. daily. The construction of the baywalk will provide the best public access to Biscayne Bay in the Village.

The Applicant will be filing an application with the Miami-Dade County Shoreline Development Review Committee seeking approval of the proposed baywalk.

Public Hearing Requests. As required by Section 2.7.3(2) of the Village's Consolidated Land Development Regulations, the Applicant hereby makes the following public hearing zoning requests:

- Site plan approval of a major development (over 10,000 square feet of floor area).
- Special use exception to permit multi-family residential in the CG zoning district.
- Building height bonus review to 240 feet pursuant to subsections 152.029 (C)(8)8(A) through 8(F).
- Bay View Overlay District standards review.

- Approval for the use of a maximum of 20 percent compact parking spaces.

The Applicant is unaware of any additional special permits, variances or exemptions that would be required by the proposed development. As noted above, the Applicant will be seeking additional approval of the Miami-Dade County Shoreline Development Review Board.

Compliance with Zoning and Village Code Standards. The proposed Isle of Dreams Retail development will comply with all the requirements of the Village's CG zoning district, the Village's site plan review standards, the Village's recently created design guidelines, and the Bay View Overlay requirements. As noted above, the proposed plan contains no variances of the Village's CG zoning requirements.

Village's Site Plan Review Criteria. The following are the Village's site plan review criteria and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 152.105(C)

(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

*The submitted plan complies with this requirement. The building has been designed in a manner to limit negative impacts on the Property's neighbors.*

(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

*The submitted plan complies with this requirement. The proposed garage parking will remain sufficient to serve the uses within the building. The garage parking will be a mix of self-parking and valet parking.*

(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

*The submitted plan complies with this requirement.*

(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

*As indicated by the submitted memo prepared by Richard Garcia, P.E. and Kimley-Horn and Associates, the impact of the proposed development will be accommodated by the existing roadway network and water and sewer system.*

Village's Design Standards. As you know, the Village adopted a set of urban design standards codified in Section 155 of the Village Code. The following are the relevant design standards and the status of the compliance of the Isle of Dreams Retail development with each requirement:

Section 155.03

Building and site design relationships shall conform to the following standards

1. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.

*The submitted plan complies with this requirement.*

2. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.

*This requirement is inapplicable to the Property.*

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.

*This requirement is inapplicable to the Property*

4. All vending machines, any facility dispensing merchandise, or a service on private property shall be confined to a space built into the

building or buildings, or enclosed in a separate structure compatible with the main building.

*This requirement is inapplicable to the Property.*

5. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.

*The parking structure complies with this requirement.*

6. Storefronts shall have easily identifiable entrances.

*The submitted plan complies with this requirement.*

7. Window displays shall be done in such a manner as to capture the pedestrians' customers' attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.

*The development will comply with this requirement.*

8. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.

*This requirement is inapplicable to the Property.*

9. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.

*The submitted plan complies with this requirement.*

10. All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.

*The submitted plan complies with this requirement; all service bays, HVAC equipment, and similar areas will be hidden from public view. The trash pick up area will be located on the west side of the building, adjacent to the existing service area of the neighbor to the west.*

11. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.

*The submitted plan complies with this requirement; all service bays and similar areas will be hidden from public view.*

12. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.

*The development will comply with this requirement.*

13. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.

*The development will comply with this requirement.*

14. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.

*The submitted plan complies with this requirement. The loading and service area will be located in a manner that does not impede traffic on the Property or on the neighboring parcel to the west.*

15. Pre-fabricated homes are prohibited in new construction.

*This requirement is inapplicable to the Property.*

16. Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with forty (40) percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or

wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.

*The submitted plan complies with this requirement.*

17. Temporary construction shall be enclosed by black vinyl coated chain-link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.

*The development will comply with this requirement at the time of construction.*

18. Reflective/mirrored glass shall be discouraged.

*The submitted plan complies with this requirement.*

19. Buildings shall not have unfinished surfaces visible to the public.

*The submitted plan complies with this requirement.*

Section 155.04 New Construction.

A. Buildings should have a recognizable entrance facing the public street.

1. Design and location of balconies should reinforce the building form.

2. All projects should consider the overall form, and detail of the building. Box buildings are discouraged.

*The submitted plan complies with these requirements. While the design is simple, it features changes in material and in plane that will create the most attractive new building in the Village.*

Section 155.05 Site Design Relationships

A. The coordination of facade components help establish an identity for an office building, industrial building or shopping plaza. Therefore, for

all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

1. Compatibility with adjacent land uses in terms of scale and lot coverage.

*The submitted plan complies with this requirement. The tower's robust setback and baywalk will effectively create a sense of open space and its adjacency to the Bay works to confirm the sense of scale. The project readily complies with all lot coverage requirements.*

2. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.

*The development will comply with this requirement.*

3. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, façade treatment shall be coordinated and have like details. Such façade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.

*The submitted plan complies with this requirement; the façades of the building will be coordinated and consistent with one another.*

4. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.

*The development will comply with this requirement at the time of sign approval.*

<u>Section 155.08 Bayview</u>

A. Buildings should provide view/light/breeze corridors to the bay.

*The submitted plan complies with this requirement. Care has been taken to minimize the project's visual impact when viewed from the Kennedy Causeway in order to provide generous view corridors to Biscayne Bay. As noted above, both the western and eastern setbacks are forty-eight (48) feet.*

B. Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.

*The submitted plan complies with this requirement.*

C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.

*The submitted plan complies with this requirement.*

D. Pool decks should include landscaping to provide shade and tropical image.

*The submitted plan complies with this requirement. The rear pool deck will include generous landscaped areas.*

E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.

*The submitted plan complies with this requirement.*

Section 155.14 Landscaping

(A) Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED to create high visibility areas and natural access control. With regards to landscape design for both new construction and existing buildings, the following should apply:

*The submitted plan complies with this requirement.*

(B) Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

*The submitted plan complies with this requirement.*

1. Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.

*The submitted plan complies with this requirement.*

2. Rhythm should be maintained along public streets through the uniform placement of trees.

*The submitted plan complies with this requirement.*

3. Blank walls greater than 25' in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of twenty-five (25) feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at twenty (20) foot intervals shall be required to achieve this screening.

*The submitted plan complies with this requirement. There are no "blank" walls in the proposed design.*

4. Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.

*The submitted plan complies with this requirement.*

5. Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.

*The submitted plan complies with this requirement.*

6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be maintained as part of the built environment and the demand on our local water resources will be minimized.

*The submitted plan complies with this requirement.*

7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.

*The submitted plan complies with this requirement.*

8. Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.

*The submitted plan complies with this requirement.*

9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.

*The submitted plan complies with this requirement.*

10. Shrubs and ground cover shall be planted along public right-of-ways or around parking, and public open areas.

*The submitted plan complies with this requirement.*

11. Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.

*The submitted plan complies with this requirement.*

12. Landscape plans must be drawn, signed and sealed by a Florida Registered Architect or Landscape Architect.

*The submitted plan complies with this requirement.*

13. In addition to the design standards, all landscaping shall meet the standards of the Village of North Bay Village Landscape Code.

*The submitted plan complies with this requirement.*

14. Landscaping in 15' line of site triangle at intersections of right-of-ways and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.

*The submitted plan complies with this requirement.*

Section 155.17 Off-Street Parking and Loading

A. Minimum off-street parking and loading requirements shall conform to the Village Code relating to Parking and Loading Requirements. The following criteria shall also be considered:

1. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.

*The submitted plan complies with this requirement.*

2. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right of way. This may be accomplished by providing any or a combination of the following: masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.

*The submitted plan complies with this requirement. The Property's loading areas will be located in the rear of the parcel.*

3. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.

*The submitted plan complies with this requirement.*

4. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings wherever possible rather than aggregating parking into continuous street facing strips.

*The limited surface parking area on the Isle of Dreams plan is broken up by landscaped areas.*

5. Parking areas must provide adequate drainage.

*The submitted plan complies with this requirement.*

6. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six inch curb.

*The submitted plan complies with this requirement.*

7. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.

*The submitted plan complies with this requirement. The parking areas within the garage will be invisible to the street.*

8. Multiple levels of parking structures should be parallel to grade on waterfront elevations.

*The submitted plan complies with this requirement.*

9. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.

*The submitted plan complies with this requirement.*

10. Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.

*The submitted plan complies with this requirement. The proposed garage will be completely screened.*

Section 155.18 Dumpster Enclosures, Garbage / Mechanical Equipment Rooms

A. Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and Mechanical Rooms shall conform to the following criteria:

1. When associated with a restaurant and/or drinking use, trash and garbage facilities are recommended to be within an enclosed, air-conditioned garbage room for new construction or when buildings are being substantially rehabilitated, if feasible.

*The development will comply with this requirement. The proposed trash room serving the project will be located on western portion of the building.*

2. When located outside of the building, the facilities are preferred to be enclosed within a CBS opaque structure. The structure (including opaque gates) shall be painted to match the building, unless otherwise required by a special use district.

*This requirement is inapplicable to the Property.*

3. Dumpster enclosures shall be designed in a manner as to visually screen the dumpster from adjacent view and shall be located in visually obscure areas of the site.

*The submitted plan complies with this requirement as the dumpster enclosure will be located within the building.*

4. Dumpster enclosures shall be placed in such a manner as to allow front end loader sanitation trucks to pick up garbage in a forward motion. Backing out the sanitation truck is prohibited.

*The submitted plan complies with this requirement.*

5. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.

*The submitted plan complies with this requirement.*

6. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.

*The submitted plan complies with this requirement.*

7. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.

*The submitted plan complies with this requirement.*

8. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

*The development will comply with this requirement.*

Section 155.19 Awnings and Canopies

A. Pedestrian related concerns are a priority in the creation of a successful development. Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:

1. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.

*The submitted plan complies with this requirement.*

2. Continuous awnings over several stores are prohibited. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.

*The submitted plan complies with this requirement.*

3. Backlit awnings are prohibited. These awnings, because of their high visibility, become attention getting devices - such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances. High gloss vinyl (plastic) awning, backlit and metal awnings are not permitted.

*The submitted plan complies with this requirement. There are no backlit awnings proposed in the development.*

4. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.

*There are no metal awnings proposed for the development.*

5. Awnings shall be maintained in good repair, free from tears, fading or peeling. Awnings may be supported by poles and connected to the building underneath. Awnings needing vertical support columns are prohibited in the setback area.

*The submitted plan complies with this requirement.*

6. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.

*The submitted plan complies with this requirement.*

7. Signs on awnings/canopies are prohibited.

*The submitted plan complies with this requirement.*

8. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of 8 feet above the sidewalk.

*The submitted plan complies with this requirement.*

9. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

*The submitted plan complies with this requirement.*

Consistency with Charrette Goals. We believe the proposed commercial development will meet the stated goals of the charrette by providing first class development on Kennedy Causeway, providing public access to the waters of Biscayne Bay and preserving the visual corridors to Biscayne Bay from Kennedy Causeway.

Landscape Maintenance. As required by Chapter 18A of the Miami-Dade County Code, the Applicant will be submitting a full irrigation plan at

the time of permit. The landscaping, as required by code, will be irrigated on a regular basis.

The landscaping, once installed, shall be maintained under the following schedule:

A. Lawn/Grass

1) Cut bimonthly as required.
2) Fertilize and weed control as necessary.
3) Treat for pests and/or diseases as necessary.

B. Trees/Shrubs

1) Trim, fertilize and treat for pests as needed.
2) Replace as required.

Conclusion. We look forward to the Village's review and recommendation on the application. If you have questions or concerns, please call me at (305) 377-6229.

Sincerely,

Graham Penn

cc: Yvonne Hamilton
Jim Larue, AICP
Scott Greenwald
Jeffrey Bass, Esq.
Jeffrey Bercow, Esq.

13C(73)

01-14-14P04:24 RCVD

# Miami Economic Associates, Inc.

January 14, 2014

Mr. Frank Rollason
Village Manager
North Bay Village, Florida

**Re: Isle of Dreams Mixed-use Project**
**North Bay Village, Florida**

Dear Mr. Rollason:

Miami Economic Associates, Inc. has performed economic analysis designed to address the following issues with respect to the proposed Isle of Dreams mixed-use project, which will be located at 1415 79th Street Causeway in North Bay Village, Florida:

- Analyze the proposed project's impact on the local housing market;
- Analyze whether market supports exist for the proposed commercial space and whether the level of support that exists would warrant the development of additional commercial space;
- Estimate the proposed project's impact on the economy of North Bay Village; and
- Estimate the fiscal benefits that the project will provide to North Bay Village.

The purpose of this letter, which is organized as shown immediately below, is to provide you with the results of our analysis.


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**Project Description**

The proposed Isles of Dreams mixed-use project will be located at 1415 79th Street Causeway in North Bay Village, Florida. The project will primarily consist of 237 high-rise condominium units including 78 one-bedroom units and 159 two-bedroom units. The one-bedroom units, all of which will have dens, will range in size from 1,250 to 1,400

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square feet. The two-bedroom units, inclusive of townhouses, flats and penthouses, will range in size from 1,625 to 3,000 square feet. In addition to the condominium units, the project will include 10,000 square feet of restaurant and retail space, which will be offered to the market as condominium units. Parking spaces will be provided in numbers greater than the Village code requires.

The proposed condominium units will contain a total of 363,736 square feet of saleable space and will generate gross sales proceeds approximating $163.7 million, with the "average" units selling for in excess of $690,000. Sale of the proposed commercial space will generate an additional $3.5 million in sales proceeds. Therefore, total sales proceeds for the project will approximate $167.2 million.

The proposed mixed-use project will cost $72.0 million to construct. An additional $27.0 million will be spent for architectural and engineering fees, marketing, sales commissions, permit fees, etc. Accordingly, a total $99.0 million will be spent to develop it, exclusive of the cost of land acquisition, financing fees and developer's profit.

**Impact on the Local Housing Market**

- The housing market throughout Miami-Dade County, is, after a prolonged slump, now experiencing a major resurgence with in excess of 75 new condominium projects now proposed throughout the County. These projects are being designed to capitalize on the growth of Miami-Dade County's population, which the County Planning Department estimates will increase by an average of approximately 30,000 people between now and 2020 as well as continued interest for vacation/second homes by people from other sections of the United States as well as Latin America, Europe and, increasingly, Asia The commencement of construction for the Isles of Dreams mixed-use project will be dependent on market conditions and the time required after its entitlements are in hand to achieve the requirement for pre-sales established by the project's construction lender.

  MEAI believes that the long-term factors that are influencing Miami-Dade County's housing markets favor the successful development of the proposed Isles of Dreams mixed-use project. Significant in this regard are the following points:

  - The available supply of land for more traditional types of green field development such as single-family detached and attached land that have historically dominated the residential market is limited. As a result, the market share for high-rise multi-family units will grow. Also fueling growth in this sector of the housing market is heightened interest among buyers to locate in an "urban" environment and to reduce the time spent commuting.

  - There are relatively few sites remaining throughout Miami-Dade County like that on which the proposed mixed-use project will be developed that will accommodate the development of bay front units, for which market demand has historically been strong and is likely to continue to be so. Projects developed on bay front sites attract support from various segments of the residential market

including full-time residents of Miami-Dade County as well as second home buyers of both foreign and domestic origin.

- An analysis of development patterns throughout Miami-Dade County show that the overwhelming preponderance of its jobs are located in the northern portion of the County while the bulk of its remaining capacity for new residential development is located in the southern portion of the County. Given the levels of traffic congestion now prevalent in the County, MEAI believes that new residential projects in the northern portion of the County will attract strong interest from the market.

- Based on the preceding, MEAI believes that the residential component of the proposed Isle of Dreams mixed use project will be successful from a market prospective.

**Feasibility for Commercial Development**

- The average household buying a unit at Lexi on the Bay will require an annual income approximating $195,000 to qualify for ownership under conventional mortgage underwriting standards. Households in their income range typically spend approximately 20 percent of their income on retail goods and in restaurants. Assuming that 70 percent units at the proposed Isles of Dreams mixed-use project are occupied by full-time residents while the remaining 30 percent of the units are occupied by second home buyers who are residence for an average of 4 months a year, the project's residents will account for $7.4 million annually in retail and food and beverage expenditures. Assuming average sales productivity per square feet of $350, these expenditures would support the development of 21,131 square feet of new retail and restaurant, or more than twice the quantity planned. However, MEAI does not believe that fact argues for the development of additional space since it there is existing commercial space within the Village that is either vacant or underutilized from a sales productivity per square foot perspective.

- It is anticipated that approximately 7,300 square feet of the commercial space proposed for development at the Isle of Dreams mixed-use project will be occupied by a restaurant that will provide its patrons with a bay front experience. As such, it is expected to attract customers from throughout North Bay Village and many other communities within Miami-Dade County as well as tourists visiting the County.

**Impact on the North Bay Village's Economy**

- As discussed above, the residents of the condominium units proposed for development at the Isles of Dreams mixed-use project will spend enough money to support more than 21,000 square feet of restaurant and retail space, or more than twice the amount that will be developed in the project. Accordingly, their expenditures will positively impact other retail space within the Village.

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**Impact of North Bay Village's Finances**

- Prior to commencing construction of the proposed Isles of Dreams mixed-use project, general building permit fees will need to paid in an amount equal to 1.5 percent of the projected $72.0 million in hard construction costs, or $1,080,000. Additional permit fees will need to be paid for electrical, plumbing, mechanical and sign permits. However, the project's plans have not yet been formulated to the point that such fees can be calculated at this time. At the time the building permit fees are paid, impact fees for Park Open Space and Park Improvements will also need to be paid. Based on the Village's current impact fee schedule, $201,687 in Park Open Space impact fees and $246,717 in Park Improvement impact fees will need to be paid.

- Pursuant to a development agreement already approved by the North Bay Village in November, 2013, development of the proposed Isle of Dreams mixed-use project will require that height and density bonus fees in the $800,000 be paid prior to the development of the project.

- The primary recurring fiscal impact of the proposed Isles of Dreams mixed-use project will be in the form of ad valorem taxes. The project will also provide other recurring fiscal impacts, most notably in the form of franchise fees and utility taxes; however, the amount of such revenues, which are dependent on usage, can not be estimated at this time

- According to the Constitution of the State of Florida, real estate should be assessed for ad valorem tax purposes at 100 percent of market value, which in the case the proposed Isle of Dreams mixed-use project would be $167.2 million based on its estimated sales proceeds. However, experience has shown that new projects are typically placed on the tax rolls at amounts equating to approximately 80 percent of market value, which in this case would be $133.76 million. Assuming that 70 percent of the proposed residential units qualify for the $50,000 Homestead Exemption, the taxable value of the proposed project will be $125.41 million. At North Bay Village's current millage rates, ad valorem tax revenues in the amount of $686,494 will be generated for its General Fund and $130,489 for its Debt Service Fund.

**Closing**

With respect to the proposed Isle of Dreams mixed-use project, the findings of MEAI's analysis are as follows:

- The proposed project should compete successfully in Miami-Dade County resurgent residential market, capturing both permanent County resident as well as vacation/second home buyers.

- Development of the proposed project will produce $7.4 million in new retail and restaurant expenditures, or an amount sufficient to support more than twice its

10,000 square feet of commercial space. This should prove beneficial to other commercial establishments within the Village.

- Prior to the construction of Isles of Dreams proposed mixed-use project, more than $1.0 million in building permit fees and nearly $450,000 in Park Open Space and Park Improvement Impact fees will be paid to the Village. The Village will also receive $800,000 in height and density bonus fees in accordance with the terms of a development agreement approved by the Village in November. 2013.

- The proposed Isles of Dreams mixed-use project will produce more than $815,000 annually in ad valorem taxes for the North Bay Village General and Debt Service Funds. It would also generate significant amounts of franchise fees and utility taxes for the Village.

Based on the preceding, MEAI believes that the proposed Isle of Dreams mixed-use project should be approved for development as proposed.

Sincerely,
Miami Economic Associates, Inc.

Andrew Dolkart
President

**Miami Economic Associates, Inc. 6861 S.W. 89th Terrace Miami, Florida 33156**
**Tel: (305) 669-0229 Fax: (305) 669-8534 Email: meainc@bellsouth.net**

13C(78)

**NORTH BAY VILLAGE**
**NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, FEBRUARY 11, 2014** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS, IN ADDITION TO THOSE ITEMS ADVERTISED ON JANUARY 30, 2014, AT PUBLIC HEARING:

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

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

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

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

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

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.



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PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(JANUARY 31, 2014)



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SUNBEAM TELEVISION CORP
P.O. BOX 118
MIAMI, FL 33138-0000

PRESIDENT SUPERMARKET
1624 KENNEDY CAUSEWAY
N. BAY VILLAGE, FL 33141

GOL TV, INC.
1666 KENNEDY CAUSEWAY, #402
N. BAY VILLAGE, FL 33141

BUDGET MINI STORAGE, NBV
5901 S.W. 7RTH ST., SUITE 205
MIAMI, FL 33143

SIAM BAYSHORE THAI
THAI RESTAURANT
1524 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

HESS O2565000
ATTN: CAROL HEALY
P.O. BOX 981747
EL PASO, TX 79998-1747

GROVE BY THE BAY MANAGEMENT
C/O NELSON FONSECA
1440 KENEDY CAUSEWAY, #400
N. BAY VILLAGE, FL 33141

ENTELEQUIA GROUP LLC
12550 BISCAYNE BOULEVARD, #311
NORTH MIAMI, FL 33181

SPECON IX LLCC
OME CONNELL DRIVE, #4000
BERKELEY, NJ 07922

COFFEE FUND 1 GROVE BAY
1500 SAN REMO AVENUE, #145
CORAL GABLES, FL 33146

NORTH BAY CAUSEWAY, LLC
9130 S. DADELAND BLVD., #1509
MIAMI, FL, 333156

13C(81)

**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, MARCH 11, 2014 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT THE TREASURE ISLAND ELEMENTARY SCHOOL, 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARING:

1. A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, AT 1625 KENNEDY CAUSEWAY, TREASURE ISLAND, WITHIN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, NORTH BAY VILLAGE, FLORIDA FOR A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED. *(CONTINUED FROM FEBRUARY 11, 2014)*
2. AN APPLICATION BY ISLES OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
   A. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.030(C)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT.
   B. BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F), (H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   C. BAY VIEW OVERLAY STANDARDS REVIEW PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   D. SITE PLAN APPROVAL PURSUANT TO SECTIONS 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.
3. AN APPLICATION BY 1755 NBV, LLC IN CONNECTION WITH THE DEVELOPMENT OF A 132-UNIT, 24-STORY CONDOMINIUM HOTEL AT 1755 KENNEDY CAUSEWAY FOR THE FOLLOWING:
   A. REZONING OF THE PROPERTY LOCATED AT 1755 KENNEDY CAUSEWAY AND CURRENTLY IDENTIFIED IN MIAMI-DADE COUNTY'S TAX ASSESSOR'S OFFICE AS 23-3209-000-0110, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTIONS 152.095 AND 152.100(A) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO CHANGE THE CURRENT ZONING DESIGNATION FROM CG (GENERAL COMMERCIAL) ZONING DISTRICT TO CL (LIMITED COMMERCIAL DISTRICT) AND AMENDING THE VILLAGE'S OFFICIAL ZONING DISTRICT MAP.
   B. A CODE TEXT AMENDMENT TO SECTIONS 152.003(5) AND 152.003(6) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO REDEFINE THE DEFINITION OF "DWELLING, HOTEL ROOM" AND "DWELLING, HOTEL SUITE" AND ADD THE DEFINITION OF "KITCHEN FACILITIES".
   C. A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES IN CONNECTION WITH THE DEVELOPMENT OF A CONDOMINIUM HOTEL STRUCTURE TO ALLOW LESS THAN THE SIDE-YARD SETBACK AS REQUIRED BY SECTION 152.032(C)(2)(C).
   D. BAY VIEW OVERLAY STANDARDS REVIEW, INCLUDING HEIGHT APPROVAL, PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
   E. A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.
   F. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 132-UNIT 24-STORY CONDOMINIUM HOTEL STRUCTURE WITH A PARKING GARAGE.

   BUILDING HEIGHT BONUS REVIEW PURSUANT TO SECTION 152.029(C)(8)(A-F) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
4. AN APPLICATION BY 7914 BUILDING, LLC CONCERNING PROPERTY LOCATED AT 7914, 7916 AND 7918 WEST DRIVE, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:
   A. SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 52 UNIT, 15 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE IN THE RM-70 (HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL) ZONING DISTRICT.
   B. BONUS DENSITY REVIEW PURSUANT TO SECTION 152.029(C)(8)(H) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 "ADMINISTRATIVE POLICY AND PROCEDURE", OF THE CODE OF ORDINANCES TO UPDATE THE REQUIREMENTS AND PROCEDURES RELATED TO THE PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. ***(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
(February 21, 2014)

13C (82)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Isles of Dream
1415 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

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

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

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

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

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on February 28, 2014.

Dated this 4th day of March 2014.

Yvonne P. Hamilton
Village Clerk

(Village Commission Meeting-3/11/2014)

13C(83)

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

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: Isles of Dreams
1415 Kennedy Causeway
Treasure Island
North Bay Village, FL 33141

Request for the following:

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

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

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

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

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on March 11, 2014 was posted at the above-referenced property on February 28, 2014.

Dated this 4th day of March 2014.

Yvonne P. Hamilton
Village Clerk

(Commission Meeting – March 11, 2014)

13C(84)

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

**RESOLUTION NO._____**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ISLE OF DREAMS, LLC, FOR SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY V VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OFA 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances (the "Village Code"), Isle of Dreams, LLC has applied to North Bay Village for approval of a Site Plan to construct a 237-unit, 32 story multi-family condominium structure in the CG (General Commercial) Zoning District; and

**WHEREAS**, Section 152.105(C) and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for Site Plan approval.

**WHEREAS**, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for January 30, 2014 at 7:30 P.M. at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

13C(85)

**WHEREAS**, in accordance with Section 152.096 of the Village Code, public hearings by the Village Commission were noticed for February 11, 2014 at 7:30 p.m. and March 11, 2015, at 7:30 P.M. at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

**Section 1. Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Finding.**

In accordance with Section 152.105(9) of the Village Code, the Village Commission finds that the proposed Site Plan for construction of a 237-unit, 32 story multi-family condominium dwelling structure:

A. Protects against and minimizes any undesirable effects upon contiguous and nearby property.

B. Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

C. Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

D. Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.



13C(86)

**Section 3. Grant.**

The Site Plan to construct a 237-unit, 32 story multi-family condominium dwelling structure at 1415 Kennedy Causeway, North Bay Village, Florida, as attached and incorporated herein as Exhibit "A" entitled "Isle of Dreams LLC" as submitted for hearing on March 3, 2014 and consisting of sheets A0.00, LP-1, LP-2, LP-3, A0-01, A1.00, A2.00, A2.01, A2.02, A3.00, A3.01, A3.02, A3.03, A3.04, A3.05, A3.06, A3.07, A3.08, A3.09, A4.00, A4.01, A4.02, A4.03, A5.00, is hereby approved.

**Section 4. Conditions.**

The Site Plan is approved with the condition that the following items are met prior to issuance of a Building Permit:

1) Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade Chapter 18A requirements
2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).
3) Site plan approval from Miami-Dade Shoreline Review Committee.
4) Meeting School Board Concurrency requirements as determined by School Board Staff.
5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.
6) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point). a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.
    a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.



13C(87)

b) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

10) All applicable state and federal permits must be obtained before commencement of construction.

11) Applicant shall agree, in writing, that the public boardwalk shall be open to the public from sun-up until either 10:00 pm or until any businesses adjacent to the boardwalk remains open to the public, whichever is later; and boardwalk lighting shall remain on until boardwalk is closed to the public.



13C(88)

**Section 5. Appeal.**

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Conditions.**

Failure to adhere to the terms and conditions contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall take effect immediately upon adoption.

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

**FINAL VOTE AT ADOPTION:**

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



13C(89)

PASSED and ADOPTED this _____ day of _____ 2014.

_____
CONNIE LEON-KREPS
MAYOR

**ATTEST:**

_____
YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Isle of Dreams-1415 Kennedy Causeway-Site Plan Approval.



13C(90)

**RESOLUTION NO._____**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ISLE OF DREAMS, LLC, FOR SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) AND 152.030(C)(3) OF THE NORTH BAY V VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OFA 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 152.105(C)(9) of the North Bay Village Code of Ordinances (the "Village Code"), Isle of Dreams, LLC has applied to North Bay Village for approval of a Site Plan to construct a 237-unit, 32 story multi-family condominium structure in the CG (General Commercial) Zoning District; and

**WHEREAS**, Section 152.105(C) and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for Site Plan approval.

**WHEREAS**, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for January 30, 2014 at 7:30 P.M. at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

13C(91)

**WHEREAS**, in accordance with Section 152.096 of the Village Code, public hearings by the Village Commission were noticed for February 11, 2014 at 7:30 p.m. and March 11, 2015, at 7:30 P.M. at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

**Section 1. Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Finding.**

In accordance with Section 152.105(9) of the Village Code, the Village Commission finds that the proposed Site Plan for construction of a 237-unit, 32 story multi-family condominium dwelling structure:

A. Protects against and minimizes any undesirable effects upon contiguous and nearby property.

B. Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

C. Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

D. Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.



13C(92)

**Section 3. Grant.**

The Site Plan to construct a 237-unit, 32 story multi-family condominium dwelling structure at 1415 Kennedy Causeway, North Bay Village, Florida, as attached and incorporated herein as Exhibit "A" entitled "Isle of Dreams LLC" as submitted for hearing on March 3, 2014 and consisting of sheets A0.00, LP-1, LP-2, LP-3, A0-01, A1.00, A2.00, A2.01, A2.02, A3.00, A3.01, A3.02, A3.03, A3.04, A3.05, A3.06, A3.07, A3.08, A3.09, A4.00, A4.01, A4.02, A4.03, A5.00, is hereby approved.

**Section 4. Conditions.**

The Site Plan is approved with the condition that the following items are met prior to issuance of a Building Permit:

1) Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade Chapter 18A requirements
2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).
3) Site plan approval from Miami-Dade Shoreline Review Committee.
4) Meeting School Board Concurrency requirements as determined by School Board Staff.
5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.
6) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point). a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.
    a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.



13C(93)

b) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

10) All applicable state and federal permits must be obtained before commencement of construction.

11) Applicant shall agree, in writing, that the public boardwalk shall be open to the public from sun-up until either 10:00 pm or until any businesses adjacent to the boardwalk remains open to the public, whichever is later; and boardwalk lighting shall remain on until boardwalk is closed to the public.

**Section 5. Appeal.**

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Conditions.**

Failure to adhere to the terms and conditions contained in this Resolution in Section 4, if any, shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall take effect immediately upon adoption.

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

**FINAL VOTE AT ADOPTION:**

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



13CL95)

PASSED and ADOPTED this _____ day of _____ 2014.

_____
CONNIE LEON-KREPS
MAYOR

**ATTEST:**

_____
YVONNE P. HAMILTON, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Isle of Dreams-1415 Kennedy Causeway-Site Plan Approval.



13CL96)

**RESOLUTION NO. _____**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ISLE OF DREAMS, LLC, FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.032(A)(3) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A MIXED-USE COMMERCIAL STRUCTURE IN THE BAYVIEW OVERLAY DISTRICT, PURSUANT TO SECTION 152.032(A)(3) AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 152.032(A)(3) of the North Bay Village Code of Ordinances (the "Village Code"), Isle of Dreams, LLC has applied to North Bay Village for Bayview Overlay standards review to construct a 237 unit, 32 story multi-family condominium structure in the CG (General Commercial) Zoning District at 1415 Kennedy Causeway; and

**WHEREAS**, Section 152.098(B) and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a special use exception; and

**WHEREAS**, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for January 30, 2014 7:30 P.M. at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

13C(97)

**WHEREAS**, in accordance with Section 152.096 of the Village Code, a public hearings by the Village Commission was noticed for February 11, 2014 and March 11, 2014 at the 7540 East Treasure Drive, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

**WHEREAS**, Village Commission has reviewed the application, and considered the recommendations of the Planning and Zoning Board and comments from the public, and determined that the proposed use does not substantially affect adversely the subject property or adjacent properties.

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

**Section 1. Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Finding.**

The Village Commission finds that the subject property is located within the Bayview Overlay (BVO) District as created by North Bay Village in 2012; and is eligible to be reviewed under the provisions of the Bayview Overlay District.

**Section 3. Grant.**

The Village Commission approves the special use request to permit Bayview Overlay Standards Review pursuant to Section 152.032(A)(3).

**Section 4. Appeal.**

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.



13C(98)

**Section 5.** **Effective Date.**

This Resolution shall become effective upon its adoption.

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

**PASSED AND ADOPTED this 11th day of March 2014.**

_____
Mayor Connie Leon-Kreps

Attest:

_____
Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Isle of Dreams LLC Development-1415 Kennedy Causeway-Special Use Exception.



13C(99)

**North Bay Village**
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# OFFICIAL MINUTES

## REGULAR VILLAGE COMMISSION MEETING
## TREASURE ISLAND ELEMENTARY SCHOOL

**NORTH BAY VILLAGE**
**1666 KENNEDY CAUSEWAY, #300**
**NORTH BAY VILLAGE, FL 33141**

**February 11, 2014**

**7:30 P.M.**

## 1. CALL TO ORDER.

The meeting was called to order by Mayor Connie Leon-Kreps at 7:38 p.m., and she read the rules of conduct for the proceedings.

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

## ROLL CALL

Present were the following:

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

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Interim Village Attorney Robert Switkes
Finance Director Bert Wrains



16(35)

Police Chief Robert Daniels
Interim Public Works Director Rodney Carrero
Village Planner Jim LaRue
Village Clerk Yvonne P. Hamilton

## 2. A. PROCLAMATIONS AND AWARDS

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

Chief Daniels recognized Officer Columbano and presented him with a life-saving award for saving the life of a female at 1819 Kennedy Causeway on August 22, 2010.

## B. SPECIAL PRESENTATIONS

There were no special presentations.

## C. ADDITIONS AND DELETIONS

Commissioner Richard Chervony requested to remove Item 10B from the Consent Agenda to be discussed separately. Interim Village Attorney Robert Switkes requested to delete and defer Item 14A to be heard at the March 11, 2014 Commission Meeting. The Village Clerk requested that Item 14B be deferred to the March 11, 2014 Commission Meeting at 7:30 p.m. at the request of the applicant. Mayor Connie Leon-Kreps moved to approve the agenda as amended, and Commissioner Jorge Gonzalez seconded the motion, which carried unanimously.

## 3. GOOD & WELFARE

Beth Shaftal, of 7525 Adventure Avenue, Mario Garcia, of 7540 Cutlass Avenue, Fane Lozman, Alvin Blake, of 7601 Coquina Avenue, Kevin Vericker, of 7520 Hispanola Avenue, Ann Bakst, of 1865 Kennedy Causeway, Reinaldo Trujillo, of 7601 E. Treasure Drive, Dulce Noguera, of 7512 Hispanola Avenue, and Benjia Morgenstern, of 7830 Miami View Drive, addressed the Commission.

The Mayor closed the Good & Welfare Session of the meeting.

Good & Welfare was re-opened.

Dr. Leslie Rosenfeld, was present on behalf of Miami Beach Mayor, Jimmy Morales, and requested $6,600 in funding from the Village for the 2014-2015 School Year for the Nursing Program at Treasure Island Elementary School.



16(36)

The Mayor closed the session.

## 4. BOARD REPORTS

### A. CITIZENS BUDGET & OVERSIGHT BOARD

A report was not provided.

### B. COMMUNITY ENHANCEMENT BOARD

Chair Andreana Jackson reported on the January 9, 2014 Board Meeting.

### C. PLANNING & ZONING BOARD

Chair Reinaldo Trujillo reported on the January 30, 2014 Board Meeting.

## 5. PUBLIC SAFETY DISCUSSION

Chief Daniels called for a moment of silence on the passing of Officer Jonathan Scott Pine from Orlando, Florida.

Chief Daniels referred to the crime statistics for January which was provided to the Commission.

## 6. COMMISSIONERS' REPORTS

Commissioner Richard Chervony, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all gave reports.

## 7. VILLAGE ATTORNEY'S REPORT

Interim Village Attorney Robert Switkes introduced members of his staff, Candace Cronan and Christian Garcia.

## 8. VILLAGE MANAGER'S REPORT

Village Manger Frank K. Rollason introduced the new Public Works Supervisor, David Hernandez.

The manager discussed his report which was included in the agenda package.

Commissioner Wendy Duvall made a motion authorizing the Village Manager to move forward on the items recommended by the North Bay Village Causeway Committee with FDOT, incorporating the assistance of State Representative David Richardson, as appropriate. Commissioner Richard Chervony seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

Commissioner Richard Chervony made a motion directing the Village Manager to prepare an Infrastructure Needs Program to be made available to the Mayor and Commissioners to assist in their efforts to obtain funding from the State to make the necessary infrastructure repairs. Vice Mayor Eddie Lim seconded the motion which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Interim Public Works Director Rodney Carrero-Santana explained the situation with the water leaks that was discussed under Good and Welfare. He also provided an update on the status of the fence to be installed on the flat bridge in the Village.

## 9. FINANCE REPORT

Finance Director Bert Wrains provided the financial report.

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

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

Commissioner Richard Chervony made a motion to approve the Consent Agenda Item 10A. Commissioner Wendy Duvall seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

At the request of Commissioner Richard Chervony, Item 10B was discussed separately from the Consent Agenda.

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

Commissioner Jorge Gonzalez made a motion to approve the Resolution.

Commissioner Wendy Duvall seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

Commissioner Jorge Gonzalez made a motion to hear Item 15A next on the agenda. Commissioner Wendy Duvall seconded the motion, which carried 5-0 on a roll call vote.

**15A. CAUSEWAY TOWER, LLC ADDITIONAL LEASED ADMINISTRATIVE OFFICE SPACE – VILLAGE HALL**

Village Manager Frank K. Rollason made a brief presentation on the item to lease office space on the ground floor of the Causeway Tower Building.

Commissioner Jorge Gonzalez made a motion to approve the Resolution. Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway and Scott Greenwald, of 1700 Kennedy Causeway addressed the Commission.

The Mayor closed the floor to public comments.

The vote on the motion to approve Item 15A was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voted Yes. Commissioner Richard Chervony voted No.

Commissioner Wendy Duvall made a motion to hear Items 13B, 13C, and 15C next on the agenda. Commissioner Jorge Gonzalez seconded the motion, which carried 4-1 on a roll call vote. Commissioner Richard Chervony voted No.



16(38)

The Village Clerk read the Resolution into the record.

**13B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AND BOAT LIFT AT 1400 SOUTH TREASURE DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Village Planner Jim LaRue made a presentation on the item and recommended approval with the following conditions:

Jim Crocker, of Qualman Marine, addressed the Commission on behalf of the request.

The Mayor opened the floor to public comments.

Fane Lozman addressed the Commission regarding the need for contractors working on docks and similar structures to have Long Shoreman Insurance.

The Mayor closed the Public Hearing.

Commissioner Wendy Duvall made a motion to approve the Resolution and Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

The Village Clerk read the following requests into the record.

**13C. AN APPLICATION BY ISLES OF DREAMS, LLC CONCERNING PROPERTY LOCATED AT 1415 KENNEDY CAUSEWAY, TRACT C OF HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE FOLLOWING:**

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

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

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

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

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

Commissioner Wendy Duvall moved the item to the floor and Vice Mayor Eddie Lim seconded the motion.

Village Planner Jim LaRue noted for the record that Item 3, the request for a Special Use Exception to allow up to twenty percent of the development's required parking spaces to be designated specifically for parking for compact vehicles was withdrawn.

Village Attorney Robert Switkes swore in all those individuals who indicated that they would provide testimony. Mr. Switkes also advised the members of the Commission to disclose any exparte communication they might have had regarding the request. The Commission indicated that there was no exparte communication.

Graham Penn, of Bercow Radell & Fernandez, P.A., 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131 presented the item to the Commission. Also in attendance on behalf of the project was developer Scott Greenwald and Architect Kobi Karp.

Jim LaRue, Graham Penn, and Kobi Karp made presentations on the request.

The Mayor opened the public hearing.

Lisa Sanders, of 7928 West Drive, Fane Lozman, Gudrin Volker, of 7517 Cutlass Avenue, Reinaldo Trujillo, of 7601 E. Treasure Drive, Nancy Sonnett-Selwyn, of 7512 Cutlass Avenue, and Mario Garcia, of 7540 Cutlass Avenue addressed the Commission.

The Mayor closed the public hearing.



16(40)

Following discussion, Commissioner Richard Chervony made a motion to approve the request for the Special Use Exception. Commissioner Wendy Duvall seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Commissioner Jorge Gonzalez made a motion approving utilization of the Bay View Overlay Standards Review pursuant to Section 152.032(A)(3) of the North Bay Village Code of Ordinances. Commissioner Richard Chervony seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes.

Commissioner Wendy Duvall made a motion to approve the Site Plan for development of a 237 unit, 32 story multi-family condominium structure at 1415 Kennedy Causeway with the following conditions prior to issuance of the Building Permit:

1) Submittal of a landscape plan, irrigation plan and vegetative survey which meet Miami-Dade Chapter 18A requirements

2) Dedication recording of the public boardwalk access easements as per section 152.029(C)(7).

3) Site plan approval from Miami-Dade Shoreline Review Committee.

4) Meeting School Board Concurrency requirements as determined by School Board Staff.

5) Payment of bonus height fees, as required under Section 152.029(C)8A-8F, as defined by the IOD Development Agreement.

6) Tie-in to Village's wastewater system at a Village designed, proximate location (proposed connection point). a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.

a) If and only if at the time of IOD's construction the Existing Force Main is operational, then IOD shall contribute to the established proportionate share program in place at the time of the connection.



16(41)

b) Alternatively, if at the time of construction by IOD, there is not an Existing Force Main, then IOD shall design and construct a Westbound Force Main to the Village Hall Pump Station ("Force Main Improvements") required to service the IOD development to the standards required by the Village. Upon completion and acceptance of the Force Main Improvements by the Village, those improvements shall be conveyed to the Village at no cost through an unencumbered bill of sale.

7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

10) All applicable state and federal permits must be obtained before commencement of construction.

Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Wendy Duvall all voting Yes.

## C. REMOVAL OF BULB OUT AT 1680 SOUTH TREASURE DRIVE

The Village Clerk read the item into the record.

Interim Village Manager Rodney Carrero-Santana presented the item to the Commission.

The Mayor opened the floor to public comments.

Property owner Najib Iayar addressed the Commission on behalf of the request.

The Mayor closed the public hearing.

Commissioner Jorge Gonzalez made a motion to approve the request to remove the bulb out. Commissioner Wendy Duvall seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

**13A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE TO UPDATE THE PARKING REGULATIONS AND TO MODIFY RQUIREMENTS PERTAINING TO RESIDENTIAL PERMIT PARKING AREAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*- SECOND READING – PUBLIC HEARING**

The Village Clerk read the ordinance by title.

Village Manager Frank K. Rollason made a brief presentation on the item.

The Mayor opened the floor to public comments.

Gabriel Pastor, of 7928 West Drive, and Mario Garcia, of 7540 Cutlass Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

Commissioner Richard Chervony stated for the record that input from the community on this item was necessary.

Following discussion, the motion to approve the Ordinance on second reading was adopted by a 4-1 roll call vote. The vote was as follows; Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Wendy Duvall, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

**12K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CREATE A RESIDENTIAL PARKING PERMIT AREA ON HARBOR ISLAND, PURSUANT TO SECTION 70.07(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***



16(43)

The Village Clerk read the Resolution by title.

Chief Robert Daniels made a brief presentation on the item.

Commissioner Jorge Gonzalez made a motion to approve the Resolution. Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Gabriel Pastor and Lisa Sanders, of 7928 West Drive, Mario Garcia, of 7540 Cutlass Avenue, and Reinaldo Trujillo, of 7601 E. Treasure Drive, addressed the Commission.

The Mayor closed the floor to public comments.

At this time Commissioner Jorge Gonzalez made a motion to extend the meeting beyond 12:00 a.m. Commissioner Richard Chervony seconded the motion which was carried 5-0.

The vote on the motion to approve the Resolution failed by a 4-1 roll call vote. The vote was as follows: Vice Mayor Eddie Lim voted Yes. Commissioner Wendy Duvall, Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voted No.

It was the consensus of the Commission for a workshop to compile accurate information on Harbor Island Parking.

Commissioner Wendy Duvall left the meeting at 12:23 a.m.

Item 12A was heard next on the agenda.

## 11. PLANNING & ZONING CONSENT AGENDA

**No Items.**

## 12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

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



16(44)

The Village Clerk read the Ordinance by title.

Village Manager Frank K. Rollason made a presentation on the item.

Commissioner Jorge Gonzalez made a motion to approve the Ordinance. Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments and there were no speakers.

Following discussion, the vote was amended to further revise Section 36(G)(3) to allow for competitive bids within the last 24 months and to correct "Village" in Section H. Commissioner Jorge Gonzalez accepted the amended motion, seconded by Vice Mayor Eddie Lim.

The motion was adopted by a 3-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

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

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution and Commissioner Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments and there were no speakers.

Interim Village Attorney Robert Switkes addressed the Commission and clarified the fees for his services.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to approve the Resolution, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments and there were no speakers.

Village Manager Frank Rollason, Public Works Director, and Village Engineer Gary Ratay, from Kimley Horn & Associates, Inc, explained the item.

The vote on the motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

This item was deferred to the next Commission Meeting.

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

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion to approve the Resolution, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments, and there were no speakers.

Commissioner Richard Chervony suggested an amendment to the Resolution to defer discussion on the personnel staff issue to the next Commission Meeting. Commissioner Jorge Gonzalez accepted the amended motion, seconded by Vice Mayor Eddie Lim.

The motion to approve the Resolution as amended was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Richard Chervony, and Commissioner Jorge Gonzalez all voting Yes.

Commissioner Richard Chervony moved to table Item 12D to the March 11, 2014 Commission Meeting. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

Commissioner Richard Chervony moved to table Item 12F, 12G, 12H, and 12I to the March 11, 2014 Commission Meeting. Commissioner Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Jorge Gonzalez, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony all voting Yes.

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

This item was deferred to the next Commission Meeting.

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

This item was deferred to the next Commission Meeting.



16(47)

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

This item was deferred to the next Commission Meeting.

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

This item was deferred to the next Commission Meeting.

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

The Village Clerk read the Resolution by title.

Commissioner Jorge Gonzalez made a motion to approve the Resolution, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments, and there were no speakers.

The motion was adopted by a 3-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Jorge Gonzalez all voting Yes. Commissioner Richard Chervony voted No.

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

This item was heard earlier in the agenda.



16(48)

13. **PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING:**

A. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70 OF THE VILLAGE CODE TO UPDATE THE PARKING REGULATIONS AND TO MODIFY RQUIREMENTS PERTAINING TO RESIDENTIAL PERMIT PARKING AREAS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.** ***(INTRODUCED BY VILLAGE MANAGER FRANK K.ROLLASON)*****-SECOND READING – PUBLIC HEARING**

This item was heard earlier in the agenda.

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

This item was heard earlier in the agenda.

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

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

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



16(49)

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

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

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

   This item was heard earlier in the agenda.

**C. REMOVAL OF BULB OUT AT 1680 SOUTH TREASURE DRIVE**

This item was heard earlier in the agenda.

**14. <u>UNFINISHED BUSINESS</u>**

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

This item was deleted and deferred to the March 11, 2014 Commission Meeting.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAYVIEW CONDOMINIUM ASSOCIATION, FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW A DIESEL-FUELED GENERATOR TO BE SETBACK 8.5 FEET FROM THE SIDE PROPERTY LINE, WHERE A SETBACK OF 15 FEET IS REQUIRED; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. *(CONTINUED FROM DECEMBER 10, 2013)***

This item was deferred to the March 11, 2014 Commission Meeting.

## 15. NEW BUSINESS

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

This item was heard earlier in the agenda.

### B. NORTH BAY VILLAGE SCHOLARSHIP REVIEW COMMITTEE

Mayor Connie Leon-Kreps made a motion to appoint Youth & Education Services Board members Alex Funkhouser and Ana Fonseca and Deputy Village Manager/HR Director to the Scholarship Committee; and authorized the Village Manager to appoint an additional staff member. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Richard Chervony, Commissioner Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes.

### C. REMOVAL OF BULB OUT AT 1680 SOUTH TREASURE DRIVE

This item was heard earlier in the agenda.

## 16. APPROVAL OF MINUTES

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

No action was taken on the Minutes.

## 17. ADJOURNMENT

The meeting adjourned at 1:12 a.m.

*Prepared: Yvonne P. Hamilton, CMC*

*Adopted by North Bay Village on*

*this ____ day of _____, 2014.*

_____

*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.)



16(51)