City of 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

OFFICIAL AGENDA

REGULAR CITY COMMISSION MEETING

CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

TUESDAY, JUNE 12, 2012

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 CITY 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 CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON CHANNEL 20 FOR ATLANTIC BROADBAND SUBSCRIBERS.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

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1. **CALL TO ORDER**

   PLEDGE OF ALLEGIANCE

   ROLL CALL

   A. **DR. PAUL VOGEL'S ABSENCE**

2. **PROCLAMATIONS AND AWARDS**

   A. **BEAUTIFICATION AWARDS**

      A. **SINGLE-FAMILY RESIDENTIAL**

      B. **LOW-RISE RESIDENTIAL**

Mayor **Connie Leon-Kreps** | Vice Mayor **Eddie Lim** | Commissioner **Stuart Blumberg** | Commissioner **Dr. Richard Chervony** | Commissioner **Dr. Paul Vogel**

C. HIGH-RISE RESIDENTIAL

B. SPECIAL PRESENTATIONS

1.) CLAIRE TOMLIN/FARMER'S MARKET *(VICE MAYOR EDDIE LIM)*

C. ADDITIONS AND DELETIONS

3. BOARD REPORTS

A. ANIMAL CONTROL ADVISORY BOARD
B. ARTS, CULTURAL & SPECIAL EVENTS BOARD
C. CITIZENS BUDGET AND OVERSIGHT BOARD
D. COMMUNITY ENHANCEMENT BOARD
E. PLANNING & ZONING BOARD
F. YOUTH SERVICES BOARD

G. ADVISORY CHARTER REVIEW BOARD

1.) Commission Action

4. PUBLIC SAFETY DISCUSSION

5. COMMISSIONERS' REPORTS

6. CITY ATTORNEY'S REPORT

7. CITY MANAGER'S REPORT

8. GOOD & WELFARE AT APPROXIMATELY 8:30 P.M.

9. 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 CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $35,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE INTERFACE BETWEEN THE CITY'S EXISTING RECORDS MANAGEMENT SYSTEM AND THE NEW THINKSTREAM ARREST-A-FORM AUTOMATION SOLUTION; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.** ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

Approval of the proposed resolution will allow for the acceptance of grant funds and an agreement with Miami-Dade County for the interface of the Police Records Management System servers with the Miami-Dade County Association of Chiefs of Police Countywide Prisoner Processing project.

1.) Commission Action

10. <u>PLANNING & ZONING CONSENT AGENDA</u>

11. <u>ORDINANCES FOR FIRST READING AND RESOLUTIONS</u>

A. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND $490 FOR INSTALLATION OF LANDSCAPING AT THE ENTRANCE TO NORTH BAY ISLAND; SETTING AN EFFECTIVE DATE.** ***INTRODUCED BY CITY MANAGER DENNIS KELLY)***

Approval of the proposed Resolution will allow for plantings of Monstera Deliciosa along the south side of the 79th Street Parkway to buffer an exposed chain-link fence.

1.) Commission Action

B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND AWARDING BID NO. NBV 2012-01 FOR DEMOLITION OF THE CITY HALL BUILDING AT 7903 EAST DRIVE TO THE BG GROUP, LLC AT THE BID PRICE OF $64,650.00; APPROVING THE CONTRACT FOR CITY HALL DEMOLITION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution seeks approval of the City Manager's recommendation to hire The BG Group, LLC to demolish the old City Hall Building at 7903 East Drive and enter into an agreement for such services.

1.) Commission Action

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRIBUTION OF $10,000.00 TO MIAMI-DADE COUNTY COMMUNITY SCHOOLS TO SUPPORT THE 2012 SUMMER CAMP SERVICES FOR THE CHILDREN OF THE CITY; AND PROVIDING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution requests the expenditure of $10,000 to Miami-Dade County Community Schools to assist in providing 2012 Summer Camp services.

1.) Commission Action

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF FOUR SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF $15,657 FOR THE SIGNAGE; AUTHORIZING CITY OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will authorize the expenditure of $15,675 for the purchase and installation of four (4) signs at Dr. Paul Vogel Community Park: (1) Main Park Identify Sign-Dr. Paul Vogel Community Park (2) Daily Park Hours and Park Rules (3) Dedication Sign-Dr. Paul Vogel Community Park is hereby dedicated to the residents of North Bay Village and to the service of Dr. Paul Vogel Mayor Emeritus (4) Playground Rules.

1.) Commission Action

E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE ADOPTION OF LEGISLATION PROHIBITING THE SALE OF SYNTHETIC CANNABINOIDS, COMMONLY KNOWN AS SYNTHETIC MARIJUANA, BY THE MIAMI-DADE COUNTY COMMISSION; PROVIDING FOR TRANSMITTAL; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON-KREPS)*

The proposed Resolution supports the Miami-Dade County Board of County Commissioners in its legislative initiative and requests that the Board of County Commissioners approve the proposed ordinance prohibiting the sale of all synthetic cannabinoid herbal incense in both incorporated and unincorporated Miami-Dade County.

1.) Commission Action

12. <u>PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING</u>

13. UNFINISHED BUSINESS

A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING/DENYING THE REQUEST BY NORTH BAY VILLAGE INVESTMENT TRUST, LLC TO REDUCE PREVIOUSLY ASSESSED CODE COMPLIANCE FINES FOR CASE NO. 10-001 AND UTILITY COSTS AND PENALTIES; DIRECTING THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will authorize settlement of pending fines and penalties relating to code enforcement violations and unpaid utility charges associated with the property at 1755 – 79th Street Causeway.

1.) Commission Action

14. NEW BUSINESS

A. DISCUSSION/CITY MANAGER (*COMMISSIONER RICHARD CHERVONY)*

B. ENVIRONMENTAL PERMITTING UPDATE – BAYWALK PROJECT/PERMITTING PROCESS FOR SEAWALL AT DR. PAUL VOGEL PARK *(RALPH ROSADO*-CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (C3TS)

C. APPOINTMENT OF MEMBERS TO THE BUSINESS DEVELOPMENT ADVISORY COMMITTEE, ARTS, CULTURAL AND SPECIAL EVENTS BOARD, AND YOUTH SERVICES BOARD

1.) Commission Action

D. CANCELLATION OF AUGUST REGULAR CITY COMMISSION MEETING PURSUANT TO SECTION 3.06 OF THE CITY CHARTER

1.) Commission Action

E. REMOVAL OF CITIZENS BUDGET & OVERSIGHT BOARD MEMBER *(MAYOR CONNIE LEON-KREPS)*

1.) Commission Action

F. **FOURTH OF JULY CELEBRATION (*MAYOR CONNIE LEON-KREPS)***

G. **DESIGNATION OF VOTING DELEGATE – FLORIDA LEAGUE CITIES 86TH ANNUAL CONFERENCE**

1.) **Commission Action**

H. **EAST ENTRANCE WELCOME SIGN PROPOSAL**

1.) **Commission Action**

15. **APPROVAL OF MINUTES (DEFERRED FROM MAY 8, 2012)**

A. **REGULAR CITY COMMISSION MEETING – FEBRUARY 14, 2012**
B. **REGULAR CITY COMMISSION MEETING – DECEMBER 13, 2011**
C. **SPECIAL CITY COMMISSION MEETING – NOVEMBER 29, 2011**
D. **REGULAR CITY COMMISSION MEETING – NOVEMBER 8, 2011**
E. **SPECIAL CITY COMMISSION MEETING – NOVEMBER 1, 2011**
F. **REGULAR CITY COMMISSION MEETING – OCTOBER 11, 2011**
G. **BUDGET PUBLIC HEARING – SEPTEMBER 20, 2011**

1.) **Commission Action**

16. **ADJOURNMENT**

CITY OF NORTH BAY VILLAGE
MEETING NOTICE

TUESDAY, JUNE 26, 2012	**7:30 P.M.**	**PLANNING & ZONING BOARD MEETING**
THURSDAY, JUNE 21, 2012	**6-8 P.M.**	**NORTH BAY VILLAGE CITIZENS POLICE ACADEMY**
WEDNESDAY, JUNE 27, 2012	**4:30 P.M.**	**CITIZENS BUDGET & OVERSIGHT BOARD MEETING**
THURSDAY, JUNE 28, 2012	**6-8 P.M.**	**NORTH BAY VILLAGE CITIZENS POLICE ACADEMY**

Meetings are held in the City Commission Chambers at 1700 Kennedy Causeway, Suite #132, North Bay Village, Florida, unless otherwise specified. Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the City 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 City for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2011

DATE	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12
TOTAL CALLS FOR SERVICE	2,457	2,155	2656	2416	2798			
HOW CALLS RECEIVED:								
911	14	10	17	9	13			
Radio	24	13	23	31	20			
Walk-In	17	39	23	22	29			
Telephone	259	211	227	200	203			
Officer Initiated	2,134	1,877	2357	2142	2,527			
TYPES OF CRIMES								
FELONIES								
ATTEMPT BURGLARY	1	0	1	0	0			
BURGLARY STRUCTURE	0	0	0	0	0			
BURGLARY RESIDENCE	2	1	1	0	2			
BURGLARY VEHICLE	4	6	6	5	4			
ROBBERY ARMED	0	0	1	0	0			
ROBBERY STRONGARM	0	0	0	0	0			
SEXUAL BATTERY	0	1	0	0	0			
AGG BATTERY/ASSAULT	2	1	0	2	0			
FRAUD GENERAL	0	1	0	1	2			
CC FRAUD	0	1	1	1	0			
ID THEFT	2	8	3	3	2			
INTERNET FRAUD	0	0	0	0	0			
GRAND THEFT	4	2	2	4	3			
MOTOR VEHICLE THEFT	0	1	2	3	2			
TOTAL FELONIES	15	22	17	19	15			
MISDEMEANORS								
SIMPLE BATTERY	2	4	1	2	1			
DOMESTIC BATTERY	4	1	3	2	1			
ASSAULT	0	0	3	0	0			
VERBAL THREATS	0	2	1	0	0			
THEFT GENERAL	1	3	1	1	3			
STOLEN DECAL	0	2	1	1	0			
STOLEN TAG	2	1	0	2	1			
DUI	1	2	0	0	0			
TOTAL MISDEMEANORS	10	15	10	8	6			
CITATIONS								
TRAFFIC	228	200	167	126	105			
PARKING	69	100	74	127	107			

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2011

ARRESTS	34	33	13	20	19
ARREST TYPES					
FELONY	6	8	2	4	4
MISDEMEANOR	9	11	4	4	5
BENCH WARRANT	1	0	1	1	0
CRIMINAL CITATIONS	18	14	6	11	10
REPORT TYPES					
MISC INCIDENT	27	37	33	38	45
OFFENSE INCIDENT	25	35	31	37	35
CRASH REPORT	6	6	11	7	5
HIT AND RUN	1	2	1	3	0
FIELD INTERVIEW	1	5	2	0	4
CODE WARNINGS	6	9	14	1	4
CODE VIOLATIONS	6	3	2	1	2
INVESTIGATIONS					
CARRY OVER PRIOR	12	16	21	29	22
NEW INVESTIGATIONS	16	20	19	13	22
CASES CLEARED	8	7	6	8	8
CLEARANCE RATE	28.57%	19.44%	15%	19%	18%
BACKGROUND INVEST.	0	0	0	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2011

Sep-12	Oct-12	Nov-12	Dec-12

CITY OF NORTH BAY VILLAGE
MONTHLY REPORTS 2012
ADMINISTRATION

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
TOTAL TRANSACTIONS (CKS/CREDIT CARDS)	469	435	335	437	501								**2177**
VISITORS	108	118	113	117	159								**615**
PASSPORT ISSUED	16	49	53	42	51								**211**
NOTARY SERVICES	14	11	18	6	2								**51**
TAX RECEIPTS (OCCUP LICENSES)	17	16	11	5	10								**59**
LIEN SEARCH/REQUESTS FOR INFORMATION:	35	41	39	51	61								**227**
POST OFFICE	593	668	687	669	624								**3241**
													0
ATS (AMERICAN TRAFFIC SOLUTIONS PRIOR TO 7/1/10) HEARINGS IN NBV	59	73	0	0	0								**132**
LAF (NBV-AFTER 7/1/10) HEARINGS IN MDC	0	0	29	21	31								**81**

CITY OF NORTH BAY VILLAGE													
MONTHLY REPORTS 2012													
BUILDING DEPT													
	JAN	FEB	*MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
PERMITS/UPFRONT FEES	$12,770.00	$25,273.24	$17,349.50	$11,929.90	$9,465.08								76,787.72
VISITORS	189	176	177	158	199								899
PERMIT APPLICATIONS/ REVISIONS	85	53	50	40	56								284
HOLD HARMLESS/ EXTENSIONS/ CERT OF COMPLETION/OCCUPANCY/ CHANGE OF CONTRACTORS/ REINSPECTIONS/NOTARY/ *CONTRACTORS REGIS	$659.00	$440.00	$1,015.00	$238.00	$685.00								$3,037.00
													0
BLDG INSPECTIONS/REVIEW	146	162	145	132	130								715
ELEC INSPECTIONS	34	33	37	23	25								152
MECH INSPECTIONS	12	9	13	5	13								52
PLUMBG INSPECTIONS	26	41	32	27	43								169
STRUCTURAL REVIEWS	11	8	6	4	9								38

CITY OF NORTH BAY VILLAGE
MONTHLY REPORTS 2012
CODE COMPLIANCE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	NOV	DEC	YTD
PHONE CALLS	66	52	47	72	55							**292**
MEETINGS ATTENDED	36	37	35	28	41							**177**
Illegal Boat Trailer	0	2	2	0	0							**4**
Trash, Rubbish & Debris on Property	2	7	5	9	8							**31**
Open & Abandoned property	0	0	0	0								**0**
Road Debris/Trash Picked Up	12	7	8	9	36							**72**
Public nuisance/ Hazard	12	5	2	8	6							**33**
Dumpster Without Permits		1	0	1	2							**4**
Fence in Disrepair			0	2	1							**3**
Backed up Sewage/ Raw Sewage		1	0	1	1							**3**
Illegal Auto Repair/Junk Vehicle		5	1	1	2							**9**
Outside Storage		1	1	2	0							**4**
Illegal Business	2	3	2	1	1							**9**
Illegal Signs	16	1	14		0							**31**
Graffiti		1	2	0	1							**4**
Sight Visibility/Sidewalk Obstructions		1	0	0	1							**2**
Boat Trailer on Right-of-way												**0**
Illegal Conversions of Residence				0								**0**
Engine Repairs												**0**
Building Maintenance	13	5	4	11	7							**40**
Permit not displayed			1	0	0							**1**
Filming Without Permit			0	1	1							**2**
Dirty Pool/Stagnant Water			0	1	0							**1**
Barking Dog/s, Animal Complaint				0								**0**
Dirty Roof or not maintained		1		1	1							**3**
Dock in Disrepair		1		0	0							**1**
Landscaping Maintenance	8	6	4	10	3							**31**
Structural Damage			1	0								**1**
Illegal Solicitation		1	0	1	0							**2**
Noise		1	0	0								**1**
Parking Lot Maintenance/Disrepair		1	0	3	0							**4**
Commercial Vehicles in Residential Area		3	8	0	3							**14**
Roadway Obstruction Cleared												**0**
Working After Hours			3	0								**3**
Marine Violation			0	0								**0**
Dumping	0	1	0	0	0							**1**
Vessel in Setback			0									**0**
Complaints Received	26	25	15	14	10							**90**

INITIAL INSPECTIONS	49	35	49	35	39							**207**
VERBAL WARNINGS GIVEN	9	6	15	6	15							**51**
COURTESY NOTICE ISSUED	20	31	19	12	13							**95**
CITATIONS ISSUED	1	1	5	2	3							**12**
RE-INSPECTIONS	57	65	82	55	80							**339**
ILLEGAL SIGNS REMOVED		2	12	22	14							**50**
WORK WITHOUT PERMITS/PERMIT VIOLATIONS	9	10	4	6	3							**32**
COMMERCIAL VEHICLES CITED												**0**
STOP WORK ORDERS ISSUED	2	1	0	8	2							**13**
SERVICE OF PROCESS	0		0	0	0							**0**
DEBRIS PICKUP												**0**
TAX FRAUD		1	1	0	0							**2**
CASES CLOSED	34	15	11	14	16							**90**

MINUTES

CITIZENS BUDGET AND OVERSIGHT BOARD MEETING
CITY ADMINISTRATIVE OFFICES
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL. 33141

WEDNESDAY, MAY 23, 2012
4:30 P.M.

1. CALL TO ORDER

The meeting was called to order by the Vice Chair, Al Blake, at 4:50 P.M. Present at Roll Call were the Vice Chair, Al Blake; Max Crown; Maria Haviland; and Rick Muller. As a quorum was determined to be present, the meeting commenced.

Also present were City Manager Dennis Kelly, Interim Finance Director Bert Wrains; Public Works Director Sam Zamacona; City Clerk Yvonne Hamilton; and Lourdes Reyes Abadin of Estrada Hinojosa.

In the audience were North Bay Village resident Fane Lozman and Biscayne Park resident Tom Leach.

2. NEW BUSINESS

A. FINANCIAL REPORT

City Manager Dennis Kelly introduced Interim Finance Director Bert Wrains to the Board to address the financial report titled, "City of North Bay Village Budget –In-Brief thru April 30, 2012" (entered into the record as Exhibit 1.)

Interim Finance Director Wrains described the report as a draft reformat of the monthly report that the City had been receiving from the Finance Department, which he had tried to make more useful. The numbers used in the report were still in need of verification, therefore the report was still a draft. The General Fund was summed up as $3,606,827 in revenues and $2,911,201 in expenses year-to-date. He mentioned eliminating pro-rata figures in the future, as he felt they were distorting rather than useful because the City's revenues and expenses could not be divided into twelve monthly parts. He suggested instead utilizing a spending comparison with the previous year.

Overall, he said, the City's expenses tended to be very consistent since personnel costs were about 70% of the budget, and ran predictably except for items such as

insurance and other one-time payments. He also pointed out the transfer payments to special funds such as the After-School & Summer Program Fund, which was a County program to which the City contributed $27,000 and the County contributed $127,000. He explained that the report retained a statement of the cash position, although cash flow was not done on a daily basis and revenues came in at various times. As of April 30, 2012 the City's cash position in its bank accounts was about $6 million. Utility funds which had previously been scattered in the report were now gathered together on the second page, and smaller funds followed. The last page was the fiscal year month by month comparison of revenues and expenditures for the previously listed departments and funds.

Interim Finance Director Wrains described the City's finances as being in relatively good shape and coming in on budget, focusing mainly on the general fund which was most vulnerable to variations. The final edit of the April 2012 report and the May 2012 report would be ready on June 12 for the City Commission meeting, and the June 2012 report would be ready for the next Board meeting.

Vice Chair Blake welcomed the new Interim Finance Director and mentioned some issues with which the City had been dealing such as: obtaining new financial software; consideration of outsourcing the Finance Department; past audit reports that repeatedly cited the same issues; the Commission's lack of comfort with the financial reporting that had been available; and most recently the engagement of a second auditor by the City Commission. The Vice Chair hoped the Interim Finance Director would be able to assist the City with these issues.

The Interim Finance Director described his background in municipal budgeting as spanning 40 years in South Florida, and assisting 7 different cities since 2004 after his retirement. He said he has dealt with prior year audits, next year's budget, computer system bids, banking bids, and daily operational management. Based on his broad experience, he offered the opinion that the City was not in bad shape, although information may not be being communicated appropriately to the right people and some records needed to be brought up to date. He promised that information he furnished to the City would be, above all, correct; even if that meant a delay providing it.

Interim Finance Director Wrains informed the Board that during the City Commission meeting of May 8, 2012 at which he and the City Manager had addressed the issue of financial software, the City Commission had asked to be informed regarding the pros and cons, and cost factors, of outsourcing the Finance Department before committing to the capital expenditure of new financial software. The City Manager had tasked him, as someone who had been on both sides of the issue with experience both as a city employee as well as an outside service provider, to develop that analysis for the City Commission. He described

the reasons that a city would outsource as being both good and bad. Simply put, valid reasons for outsourcing would include functions where insufficient work was provided to fully occupy an employee and outside firms had staff with surplus time that could be sold at a reasonable price; and areas where service benefits could come from regionalization, such as police and fire departments, even if the price was somewhat high. He had just surveyed cities in Miami-Dade County, and examples of outsourced city functions included finance, personnel, purchasing, I.T., and landscaping.

Board member Muller asked specifically, regarding the Finance Department, if the capital investment were made to highly automate the department, what would then be needed to run the department in a city of this size.

The Interim Finance Director withheld his opinion, saying that he had only been here for four weeks and had not yet reviewed all the software under consideration. Of one software system that he had experienced in the city of Southwest Ranches, he remarked that it was an old system, and that municipal software in general was not cutting edge technology because of the tendency of cities to hold onto their existing software systems for a long time. Vice Chair Blake commented that he had seen software demonstrations that could readily produce reports such as the City now struggled to develop and produce. Interim Finance Director Wrains observed that a particular software system that had been favored by the City could produce seven "canned reports", if those particular reports were what was sought. The Vice Chair hoped it would be possible to better utilize computers in the City, analogous to his experience of utilizing them in the private sector, and more efficiently address tasks. He used the example of the police payroll, which he had learned took 20 hours a week to prepare for a staff of 30 people. The Interim Finance Director commented that with a paper system and each officer reporting differently, payroll preparation would be time consuming, and the City seemed to use more pay codes than he had seen elsewhere.

With regard to his expertise in software utilization, the Interim Finance Director remarked that he was, by his initial college training, a systems analyst who then went on to work in finance, and he felt comfortable that he was able to deal with the issues.

Board member Max Crown asked whether Interim Finance Director Wrains had prior experience with outsourcing police departments; and the reply was yes, at the City of Oakland Park, and that the experience had been good for that city. All the City's employees had been kept on staff by the Broward County Sheriff, given raises and new uniforms, and the City's cost reduced by $1 million a year. However, the Sheriff at that time had been trying to build volume in his operation, and by diligent effort the City of Oakland Park had been able to negotiate very favorable terms.

Board member Crown asked whether Miami-Dade County must necessarily be the outsource provider if the City were to do that, and whether police cars would bear the City name or the County name. The City Manager observed that other cities contracting with the County had their city names as well as the County name on the County police cars assigned to the city. Vice Chair Blake inquired about where the department would be located if it were outsourced. The City Manager and Interim Finance Director suggested that terms desired by the City could be negotiated into a particular contract. Resident Fane Lozman contributed information he had gathered in about 2004 from Miami-Dade County regarding contracted police services, that a given number of police officers would be permanently assigned to the City, wear a North Bay Village patch on their uniforms, and be based in the North Bay Village Police Department; that the County also claimed that it would save money; and that existing North Bay Village police officers that met their standards would be integrated into their force.

The Vice Chair commented that the single biggest concern of residents was security and the Police Department, and outsourcing of police services would not be a possibility if the department did not remain in the City. He recalled previous discussion that had proposed County police officers be assigned to the City, but driving across the Causeway from Miami. He further addressed the question of the City's identity if all City services were ultimately outsourced, and to date both police and sanitation have been considered by residents to be "our city, our services." He observed that there had been changes in the City with regard to rising costs, shrinkage in the tax base as a result of housing problems, and also a shift in demographics and a new group of residents. The Interim Finance Director remarked that the essential question was one of the level of service to be desired, and who could best provide it. While he could supply facts and figures, the City Commission had to make the political decisions. The Vice Chair agreed, and also noted that the right facts and figures were needed to assist the City Commission in its decision making.

Board member Max Crown inquired into the City's reserve fund for emergencies, and Interim Finance Director directed him to page 1 of the monthly financial report and the entry for General Fund Appropriations & Carryover of $2,454,223 which was the unaudited figure from the previous budget report, subject to change after the completed audit, and still unbudgeted for any expenses. Board member Crown clarified that he was specifically referring to a stand-alone emergency fund, and saw no protections on the entry for Appropriations & Carryover to designate any of it for use only in emergencies such as a hurricane. The Interim Finance Director replied that such a fund could be both established and overridden by the City Commission. Board member Rick Muller pointed out the City ordinance which stipulated the maintenance of a 20% reserve fund and its allowed uses as well as the allowed uses for any excess reserve. The Interim Finance Director

added that spending any of that fund would only be as a result of appropriation by the elected body, who could also amend the ordinance that established the fund. He further explained that governmental accounting rules required that reserve fund balances at the end of the year be placed in up to five different categories by virtue of the level of reserve status; and again, the elected body has the authority to change the reserve status. If funds are not designated into one of those five categories, then they are reported as unreserved.

Vice Chair Blake commented on the greater detail in reporting the cash position, and the Interim Finance Director explained that it identified different bank accounts, although one amount for SBA-231321A of $59,706.60 was actually an amalgamation of 8 different accounts.

The Vice Chair asked for an update on the status of the audit, and was informed that the Interim Finance Director expected to finish the bank reconciliations through September 2011 and the updating of the fixed assets inventory by next week. He added that the second auditors did not appear to be going over ground already covered by the audit, but were instead concentrating on appropriations and capital expenditures of the previous year, and purchasing procedures and policies.

There was discussion regarding the length of time it had taken to complete the audit, and the problematic issue of having an unreconciled cash position. The City Manager commented that it was his practice to hire auditors in July or August so that they could do preliminary work before October, and turn in the completed audit by the following January; whereas the present auditors had been hired, he thought, in November or December. He noted that the City Code required the audit to be done in April, and the State required it by June 30.

B. STATUS OF THE SEAWALL REPAIR/ DR. PAUL VOGEL PARK (on the Agenda as Item 2C)

Public Works Director Sam Zamacona informed the Board that permits for the seawall repair had been obtained from the Army Corps of Engineers on April 18, from the Miami-Dade County _____ formerly known as DERM) on May 21, and from the Florida Department of Environmental Protection on May 21. Building permits from the City of North Bay Village were still pending.

The City was now awaiting letters from the grant agencies awarding the grants for which the City had applied for the construction phase of the seawall repair, at a total cost of about $70,000 including the design and permitting. It was hoped that the grants would match each other and therefore not impact the City budget. The plans also called for fencing changes, sod replacement, and installation of a path of brick pavers after the completion of the seawall. Board member Max Crown was assured by the Public Works Director that the brick pavers were not laid in

concrete and therefore easily removed in the future when water could be expected to disturb the underlying soil. Board member Crown also sought assurance that his recommendation to elevate the seawall cap by 18 inches to protect the grass from water splashover was being given consideration during the bidding and contracting phase.

Resident Fane Lozman informed the Board that when he visited Dock & Marine with former Vice Mayor George Kane, they had offered to donate a lift and a dock for the police boat as an incentive to be awarded the bid, and Mr. Lozman suggested that should be considered during the bid process if the City desired to deploy a police boat.

Vice Chair Blake asked the Public Works Director whether the City had saved money as intended by keeping positions open in the sanitation department when employees had retired, and using day labor instead where necessary. The Public Works Director replied that those figures were being prepared, and he hoped they would be available for the next Board meeting. Vice Chair Blake recalled that one of the options previously considered for the sanitation department was outsourcing the entire department with Waste Management in order to save money, although no contract had been put together. Public Works Director Zamacona recalled that the savings promised by outsourcing the department were approximately one half million dollars; and Lourdes Reyes Abadin of Estrada Hinojosa informed the Board that after former City Manager Pushkin left, they had been unable to reconstruct the numbers to support that amount in savings. Vice Chair Blake suggested revisiting the issue, to either substantiate the savings or dismiss it as a possibility. Board member Max Crown recalled that one of the biggest objections to the proposal had been that residents would lose their side yard pick-up service, and would instead be required to bring garbage and trash out to the street.

C. PRESENTATION ON THE MILLAGE ROLLBACK RATE *(CITY MANAGER)*
(on the Agenda as Item 2B)

City Manager Dennis Kelly gave the Board an explanation of the origins, purposes, and calculation methods of the millage rollback rate. He mentioned that a recent change to the calculation of the rollback millage rate was that adjusted personal income, with that factor was provided by the State, was now part of the formula. He distributed to the Board a form entitled "Maximum Millage Calculation" (entered into the record as Exhibit 2) and instructions entitled "Method of fixing millage" (entered into the record as Exhibit 3.)

Before 1981, he explained, millage was calculated by utilizing a fixed millage rate applied to assessed property values which changed yearly and in a steadily upward valuation. This had the effect of putting the onus of increased tax collection on the

property appraisers rather than on the officials who had oversight of millage rates and could point to unchanging tax rates. Property appraisers in different counties across the state were inconsistent with the formulas they used in appraisals, and might assess only 40% of the actual value in some locales, but the trend overall was that appraisals always increased.

In 1981, the TRIM (Truth In Millage) Bill was implemented. With it came the requirement to assess properties at full fair market value. To get to fair market value, appraisers were often forced to substantially increase their assessments, perhaps doubling them, and the offset to this was an increase in the homestead property tax exemption from $5,000 to $25,000.

City Manager Kelly described the effects of this on the city of St. Cloud, Fl., a relatively poor city that he managed at the time. The increase in the property tax exemption removed half of the city's housing stock from the tax rolls. By contrast, in Brevard County, where the sponsor of TRIM Bill lived, property values were substantially above the level of the homestead exemption. Eventually values of most homes climbed to the level that they were recaptured on the tax rolls.

With the TRIM Bill, and the method of calculating taxes called "rollback" came into play. The focus of it was the actual tax revenue generated in a given year, rather than a particular fixed millage rate. The basic assumption, and what actually occurred until about three years ago, was that property values would increase year to year. Therefore, an increase in tax revenues as a result of applying the previous year's millage rate to this year's tax base of increased assessed values would need to be countered by decreasing or "rolling back" the millage rate until the tax revenue was the same as the previous year. A decision not to lower the millage rate would be classified as a tax increase and would be required to be publicized as such, with the percentage of the tax revenue increase provided to the citizenry, and the onus for the increase placed on the governing bodies.

However, with property values decreasing in the wake of the real estate crisis by approximately 50% in the last three years, after generations of growth, theoretically could increase or "roll forward" to keep revenues equal to the previous year, without being called a tax increase. The State of Florida has added a statewide per capita change in personal income factor, that is, the increase or decrease of per capita personal income, as an additional and relatively minor factor in setting millage rates.

The Vice Chair spoke to visiting guest Tom Leach, a resident of Biscayne Park who was here to observe the operation of a citizens budget committee, which he described as a rarity but highly desirable in a small town. Mr. Leach remarked to the Board that he believed that they should understand, with regard to their general fund's reserve fund balance, that it was in fact at present "unreserved", a fund

balance that could be used for any purpose because the reserve had never been set up. City Manager Kelly said the term "undesignated" might be more appropriate. Interim Finance Director Wrains explained that there existed a government standards board for government accounting which made the rules to which government accounting needed to adhere, and which has recently issued a statement regarding what to call your fund balances. The new statement provided for more definition and reserve funds could consist of six or seven different categories, according to which authority designated them to be reserved, such as the City Commission or the City Manager. The new financial statement he would be presenting would show funds categorized as they were required to be according to the rules that every government had to follow.

3. APPROVAL OF MINUTES

A. REGULAR MEETING – APRIL 25, 2012
B. REGULAR MEETING – MARCH 21, 2012

1.) Board Action

Board member Rick Muller made a Motion to approve the minutes of the regular meetings of March 21, 2012, and April 25, 2012. The Motion was seconded by Board member Maria Haviland. The votes were as follows: Al Blake-Yes; Max Crown-Yes; Maria Haviland-Yes; and Rick Muller-Yes. The Motion passed 4-0.

4. ADJOURNMENT

The meeting was adjourned at 6:40 P.M.

Prepared and submitted by: Katharine Price
Clerical Assistant

Adopted by the Citizens Budget and Oversight Board on this _____ day of _____.

_____
Al Gentry, Chair

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

MINUTES

CITIZENS BUDGET AND OVERSIGHT BOARD MEETING
CITY ADMINISTRATIVE OFFICES
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL. 33141

WEDNESDAY, APRIL 25, 2012

4:00 P.M.

1. CALL TO ORDER

The meeting was called to order by the Chair, Al Gentry, at 4:00 P.M.

Present at Roll Call were the Chair, Al Gentry; the Vice Chair, Al Blake; Max Crown; Scott Greenwald; Maria Haviland; and Rick Muller. As a quorum was determined to be present, the meeting commenced.

Also present were City Manager Dennis Kelly; Finance Director Gerard Pirri; Public Works Director Sam Zamacona; City Attorney Nina Boniske; Ralph Rosado of C3TS; Ken Smith of Keefe, McCullough & Co.; Deede Weithorn of Berkowitz Dick Pollack & Brant; and Lourdes Reyes Abadin of Estrada Hinojosa.

2. NEW BUSINESS

A. RALPH ROSADO, AICP, CNU-A, CITY'S GRANT CONSULTANT ON GRANT APPLICATIONS:

Grant consultant Ralph Rosado took the podium to make his presentation reviewing the City's past grant funding, and future grant opportunities for the park and the planned baywalk.

1.) Dr. Paul Vogel Park Improvements
2.) North Bay Village Boardwalk Plaza Area Phase 1
3.) Status of Grants

Mr. Rosado presented the Board with a spread sheet detailing the funding of the Vogel Park improvements (entered into the record as Exhibit 1.) He addressed the soft and hard costs and grant funding of Vogel Park, except for the land acquisition costs, with which he was not involved.

Mr. Rosado gave an overview of the grant sources for the Vogel Park improvements as deriving from three different government sources: a

$300,000 grant from Miami-Dade County (Safe Neighborhood Parks); a $60,000 grant from the State of Florida Department of Environmental Protection (Coastal Partnership); and a $55,000 grant from a special taxing district called the Florida Inland Navigation District (FIND). Each grant has a matching requirement, and other grants are eligible as matching funds provided they are not derived from the same funding source as the grant being matched. For example, the County grant was matched in part by the state and FIND grants, but another grant from the County would not qualify for the matching requirement.

There were few restrictions on spending the Safe Neighborhood Parks grant; a major condition was a prohibition on spending more than 17% of the grant on soft costs ($51,000), and the City's required match for soft costs was equal to that.

The Coastal Partnership grant for $60,000 was purely for construction elements for the park; and Mr. Rosado said it was important to note that although there was considerable flexibility in the grant usage, completion of the park's public restroom by the end of the year was necessary in order to close out the grant.

The grant from FIND was limited to soft costs (design and permitting) of the seawall, and also helps to pay for water related uses of the park including physical elements near the rear of the park such as walkways and lighting. Vice Chair Al Blake questioned why the FIND grant was being applied first to park elements other than the seawall. Mr. Rosado explained that because of a history of seawalls being permitted but never built, hard and soft seawall costs were not allowed be funded by FIND from a single grant application in order not to encumber funds that ended up not being used. Further, he said, whoever had submitted the City's grant application for the soft costs (design and permitting of the seawall) had asked for the amount of $55,000 (or $110,000 if the matching funds are included), which was far in excess of quotes later received for the seawall design and permitting which averaged around $5,000. Rather than decline the grant funds already approved, the grant application was amended to include items that were permitted to be funded, for water front related elements of the park which had permits in place already. Board member Max Crown asked for a definition of hard and soft costs, and Mr. Rosado explained that soft costs could be considered to be those planning costs that might be done in an office, while hard costs would relate to physical elements and construction. Board member Crown advised that while the seawall cap was being designed, the contractor should be told to consider the fact that an extra 18 inches in height had served to prevent flooding and grass damage from seawater splash-over on his own property.

Mr. Rosado suggested that, as a cost saving measure and to avoid overly cluttering the park, the grant requirements of nature signage and public art be combined into one by having an artist design the signage. The County was now soliciting artists to design art for the park, whose proposals would be shown to the Community Enhancement Board. In order to close out grants and be able to apply for other things, temporary and simple nature signage was being arranged.

The Vice Chair, Al Blake, was concerned about funding for construction of the restroom which needed to be built in order to close out the existing $60,000 Coastal Partnership grant. Mr. Rosado referred to the packet of abbreviated applications for new funding for pending items in Vogel Park (entered into the record as Exhibit 2) including the restroom, beginning with $30,000 from Coastal Partnership. The Vice Chair questioned the other items listed on the new Coastal Partnership grant application, a dock and signage. Mr. Rosado responded that the numbers on the application were somewhat artificial in order to conform with application requirements, but in reality almost all the money would be spent on the restroom if possible.

The next application Mr. Rosado discussed was for $200,000 from the Florida Department of Environmental Protection Land and Water Conservation Fund. There was a $200,000 a matching requirement but funds already spent on the park could be counted toward the match. A dock was part of the application and although he realized that those plans might change, they were presently part of the site plan.

Finally there was an application to FIND for Vogel Park including seawall restoration and other park elements, as well as a separate application to FIND for the Boardwalk (baywalk) Plaza area. In summary there were applications to three different sources for further park funding, which requested funding for similar types of elements including the park's restroom. In an ideal world, said Mr. Rosado, all applications would be funded and match each other, but in reality with the shrinkage of the tax base grant funding was becoming scarcer, with lower funding limits, and harder to obtain.

Mr. Rosado discussed the plans for the proposed Boardwalk Plaza area at the base of both sides of the bridge leading to Miami Beach and the related grant application to FIND (entered into the record as Exhibit 3.) A lease from FDOT had been required and obtained as a condition of the FIND grant, and FDOT allowed construction on the leased land as long as it was maintained and insured. A conceptual design for it had been previously submitted which had pleased the City, he noted.

The Vice Chair asked whether the plan intended for the project to run a walkway under the bridge. Mr. Rosado replied that it did not, although at one time the City had considered a walkway under the bridge desirable; rather it was assumed that the project was completely land based, and going under the bridge would require a projection over the water. The Board discussed with Mr. Rosado the feasibility of using both the north and south sides of the Causeway as the plan indicated, feeling that there was more usable space on the north side than the south side. Board member Scott Greenwald pointed out that the Plaza would also serve as an entrance feature for the City on the east end of the Causeway. The difficulties of constructing a usable walkway under the bridge were brought out, but also that if it were done a walkway on both the north and south sides of the City could be linked.

Board member Rick Muller questioned whether a lease would be sought on the north side from the Bridgewater condominium, which he manages, for extension of the baywalk. Mr. Rosado replied that arrangements would need to be made with all private property owners if the baywalk were to be extended around the City.

The Chair, Al Gentry, questioned whether the Plaza project was useable or only decorative, and also the financial obligations the City was continuing to incur in the form of matching funds without considering the budget and tax impacts. Mr. Rosado remarked that no financial impacts would be felt until the following budget year, as the grant approval process for any of the applications could be expected to take the rest of the fiscal year. The Chair asked if this were a project to which the City was already committed. The City Manager replied that it was only in the very early development stages and not yet a commitment. Board member Greenwald commented on the considerable money already spent on the western entrance to the City, with little or none spent on the Treasure Island segment which constituted the largest portion. Board member Max Crown asked for a cost estimate, and Ralph Rosado estimated that design, permitting and construction could cost $450,000 if done completely, as designed. Board member Max Crown was disturbed by the lack of attention to improving the Treasure Island section of the Causeway, and thought that improvements on Treasure Island should be completed before turning to other projects such as City Hall.

The City Manager distributed notices of the Vogel Park ribbon cutting ceremony on May 11, 2012 to the Board (entered into the record as Exhibit 4.)

B. STATUS OF THE 79TH STREET CAUSEWAY IMPROVEMENT PROJECT (*CITY MANAGER*)
(on the Agenda as Item 2C)

Since the presenter of Item 2B was late in arriving, without objection Item 2C was addressed in its place.

City Manager Dennis Kelly introduced the topic of the Causeway improvement project with a history of the project financing, remarking that many people did not understand the source of the Causeway project funding. He began with the referendum, through which voters had approved that the City could spend up to $19.3 million in total for designated capital projects, including $2 million for the Causeway improvement project. He distributed to the Board copies of City ordinances (entered into the record as Exhibit 5) in which the City Commission authorized a total of $6.25 million in "draw-downs" on the $19.3 million for projects including: land acquisition for the park, a public safety and municipal hall complex, and the Causeway improvements project. City ordinances also authorized work orders to the contractors for the amounts of $577,814 for soft costs and $1,550,937 for construction costs of Phase 1 of the Causeway project. Finally, an additional borrowing of $2.16 million was authorized by ordinance for parks and recreation, a public safety/ municipal hall complex, and Causeway improvements.

He pointed out to the Board that the City has spent more than the $2 million for Causeway improvements approved by the bond referendum, and distributed a spreadsheet breaking down the spending and sources of funds titled "Kennedy Causeway Phase 1" (entered into the record as Exhibit 6), bringing attention to the change orders which North Bay Village citizens had requested and had been subsequently approved by resolution, and which had increased the project cost from the initial construction work order amount that was also approved by resolution. City Manager Kelly made special note of the fact that no more than $2 million of bond funds had been spent on the Causeway, the additional funds being derived from grants. The Vice Chair clarified that all of the committed Causeway project expenses had been covered by a combination of bond and grant funds.

City Manager Dennis Kelly then informed the Board that according to the terms of the bond referendum and the corresponding City Ordinances, all the bond money that could be allocated to improvement of the Causeway, a total of $2 million, had been spent. The City Commission had turned down the latest change order request following the project walk-through. City Manager Kelly clarified for the Board that funds for completion of the Causeway improvements would either need to come from sources other than bond money, or another referendum would need to be held. Vice Chair Blake observed that

$23,000 in grant money was left over for spending on the Causeway, and wondered if the Commission was aware of it.

City Manager Kelly distributed a tax rate comparison table (entered into the record as Exhibit 7) to demonstrate the effect on tax rates by debt service costs resulting from the ordinances passed. Debt service millage rates could only be raised if approved by referendum; but once a referendum had approved borrowing, as had been done in the City, then the City Commission vote was all that was required to authorize the borrowing that would raise debt service millage. He estimated that for every $8 million borrowed, millage rates would increase by about one percent based on current property values. Ken Smith, the City's auditor, informed the Board that their current debt service cost for principal and interest was $670,000, corresponding to 1.23 mills.

C. FINANCIAL REPORT *(MARCH 2012 – CITY MANAGER/FINANCE DIRECTOR).*
(on the Agenda as Item 2D)

The City Manager gave a tutorial on the basics of municipal finance common to cities in all the states (distributing printouts of 2011 Florida Statutes that are entered into the record as Exhibits 8 and 9.) Local government, he explained, had two basic sources of revenue: direct allocations from the State, or authorization from the State to create a source of revenue such as property tax or building inspections. The State's authority was derived from an amendment to the Constitution of the United States. The right to create cities was an inherent right of the State under the Constitution; the State made cities and could unmake cities. He recommended that the Citizens Oversight and Budget Board should master the State's statutes regulating the City's budget and finance activities, as these were the source of almost all of the limitations imposed on them. The State regulated all aspects of property tax including appraisals, except the ability to raise and lower tax rates. As the City looked at revenues, it should keep in mind that sources of revenues were fairly finite, and forecasting should be as accurate as possible and should also be fairly conservative.

State statutes regarding municipal borrowing covered two types: bank borrowings and true investment bond debt. Of the two, bank borrowings were the simpler, and cheaper with regard to closing and finance costs, and allowed for a maximum of $10 million in borrowing per year. The City's bond debt fell into the category of a bank borrowing, which was the preferred type of borrowing for small projects such as those the City was undertaking.

City Manager Kelly began to address the City's finances specifically, introducing a table showing a budget savings for fiscal year 2012 of $46,490

due to a budgeted premium increase for health insurance which then never occurred (entered into the record as Exhibit 10.) This money would go into the reserve account; and, he went on, this was an example of how money was generated that was not anticipated. Millage rates, however, had been set for the anticipated premium increase. Staff vacancies for positions that were budgeted, he explained, or items that were bid lower than budgeted were common sources of budget savings and therefore increase in reserves.

The City Manager then distributed to the Board a memo from March 28, 2012 regarding the City's reserve accounts, plus the City's Code regarding the reserve requirements, and a table of budget amendments for fiscal year 2011 (entered into the record as Exhibit 11.) He pointed to the ordinance requiring a 20 percent reserve fund balance within each of the enterprise funds: that is, water, sewer, sanitation and storm water funds. He noted a lack of correspondence in the City' monthly budget report (entered into the record as Exhibit 12) which did not list these funds separately, but combined water, sewer and sanitation into a listing under "utility fund" and suggested that either the Code be amended or the financial report changed to be consistent.

He addressed the purposes for which the reserve fund balance could be used, as stipulated in the Code, and offered the opinion that the provision for "unforeseen contingent liabilities" could apply to an adverse ruling in one of the pending arbitrations if that resulted in unbudgeted costs.

Addressing the utilization of surplus reserves, the City Manager informed the Board that after he had begun making plans for the use of an expected reserve surplus of $943,000, the Finance Director cautioned him that estimated adjustments to the fiscal year 2011 budget would whittle the surplus to an amount close to $120,000 or $130,000. The City's auditor, Ken Smith, affirmed that this was a close estimate. The City Manager also pointed to the section of the ordinance that restricted use of surplus reserves to either one time expenditures which do not result in recurring costs, or capital improvements and maintenance, and recommended that the language be changed to provide greater flexibility in use.

City Manager Kelly planned to address the subject of "roll back" and how it is calculated at the next meeting. Vice Chair Al Blake inquired about the schedule for budget preparation for the next fiscal year, and the City Manager submitted the Budget Calendar to the Board (entered into the record as Exhibit 13). The City Manager said that the schedule was subject to change. The Vice Chair noted that a first look at the budget could be expected in June or July.

City Manager Kelly concluded his presentation by commenting on the purposes for which the Citizens Budget and Oversight Board had been formed, naming oversight of the bonds resulting from the referendum and the projects for which they paid as the primary reason for the Board's creation.

D. BERKOWITZ DICK POLLACK & BRANT, CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLP – SPECIAL FINANCIAL AUDIT
(on the Agenda as Item 2B)

Deede Weithorn of Berkowitz Dick Pollack & Brant took the podium to make her presentation to the Board regarding the City's financial policies. She suggested that the Board assign themselves the task of updating the City's financial policies, which she described as no longer fitting the City's activities and missing key pieces.

Ms. Weithorn recommended defining what a reserve is, and when funds become reserve funds, as the starting point for policy on reserves. She noted that there was confusion about the fact that until the audit had classified funds as reserve and everyone had agreed, no reserve existed. As was seen, funds internally computed could change during the year, while a reserve could only be from what you had the previous year. Further, because the City's fiscal year end coincided with hurricane season and unexpected events could happen, the best timing for considering the reserves was probably, she felt, a few months after that. She also recommended studying the new "yellow book" standards for fund balance designations published about three years ago by the government which suggested specific ways of utilizing surplus reserves.

Other recommended financial policy related to capital projects. Ms. Weithorn suggested that any City that embarked on a capital project without doing a study on the financial impact of funding the project covering at least the following five years had not done its job. If operating costs were going to have a effect upon millage, the City had better know that when it decides to do the project.

Finally, Ms. Weithorn suggested bifurcating the reserves to set up a separate reserve fund for true emergencies such as experienced by coastal communities that would be more difficult to spend, perhaps by requiring a supermajority of Commission votes to declare the emergency that would release the funds. She estimated that half of the twenty percent required by Code would be adequate for the emergency reserve.

She also recommended reviewing all policies every five years or so, and believed that instituting the recommended changes in financial policy would be of lasting benefit to the City.

Vice Chair Blake suggested that the Board was not currently empowered to undertake the task Ms. Weithorn had placed upon them, and that they would need to be directed to do so by the Commission; but if the Commission were willing they would undertake it. Board member Rick Muller asked to be

pointed to exemplars of good policies already written, and Ms. Weithorn offered the cities of Miami Beach and Coral Springs. Although the policies of these cities might be overkill for North Bay Village, they could be tailored to the City. Board member Greenwald suggested that Ms. Weithorn be employed by the City to write new policies. She said that she could do so if needed, but that the Board should first do as much of the work as possible, which she described as not that difficult with the help of available resources such as the best practices and policies website of the Government Finance Officers of America.

Ken Smith of Keefe McCullough & Co., the City's current auditors, took the podium next to discuss amendments to the budget of fiscal year 2011 and the status of the audit. Vice Chair Blake stressed that the report needed to be brief since the meeting room was shortly to be used by another group.

Mr. Smith informed the Board that the audit still required roughly a half dozen main items from the Finance Department, most importantly the OPEB study (Other Post Employment Benefits) which the City should have implemented last year and which was waiting to be calculated by actuaries. Upon receiving the needed items, he estimated that he would be able to deliver his report a week later.

He next addressed the City' Budget Report, which he had been asked to review, noting that there line items or departments that had gone over budget and that would require adjustments or amendments to be done. Since the prior year reserve was brought into the current year and listed in the monthly budget report. that would need to be adjusted and would be done in conjunction with the audit issuance.

He pointed items of concern that he thought bore watching, particularly the City's ad valorem tax revenues which were short on what was due by about $400,000 to $500,000. March payments had been very low, just a few thousand dollars; and last month the City had received $88,000 which he felt was a large sum to be receiving so late in the year when so many had already paid their taxes. He felt there was a possibility of a large deficit being created by a shortfall, and warned the Board to monitor the receipts carefully.

The Vice Chair commented that there had previously been a large influx of payments later in the year when tax certificates are sold, and Mr. Smith responded that tax certificates were an uncertainty and the situation needed to be monitored. Board member Greenwald spoke of the tax laws being changed, requiring partial payments in order to appeal your taxes, and Mr. Smith responded that if the payment were held by the County pending appeal it would be of no assistance to the City, which could not book receivables unless it was receivable within sixty days of year end.

Ken Smith pointed to the cash summary at the end of the budget report, stating that general fund cash numbers were not being reported properly. It was in fact pooled cash that shared a bank account but that was actually derived from separate funds that had been set up, such as the transportation fund. Pooling cash was a common practice and not in itself a problem, as long as ledgers were kept on each separate fund.

As far as the format of the report, he mentioned that there were a couple of funds that did not appear in the report, such as the forfeiture funds. The Vice Chair agreed that the City Commission might want to be supplied with that information, and hoped the audit report would be ready in June.

3. ADJOURNMENT

Approval of minutes was deferred to the next meeting.

The meeting was adjourned at 6:00 P.M.

Prepared and submitted by: Katharine Price
Clerical Assistant

Adopted by the Citizens Budget and Oversight Board on this _____ day of _____.

_____

Al Gentry, Chair

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

MINUTES

PLANNING & ZONING BOARD MEETING

CITY COMMISSION CHAMBERS
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL. 33141

TUESDAY, MAY 29, 2012 – 7:30 P.M.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

The meeting was called to order by the Chair, Reinaldo Trujillo, at 7:37 P.M. and the Pledge of Allegiance was recited. Present at Roll Call were the Chair, Reinaldo Trujillo; the Vice Chair, Jorge Gonzalez; Board Member James Carter; and Board Member Bud Farrey.

Board Member Barry Beschel was absent and excused by the Chair.

Attending the meeting were Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, and Commissioner Richard Chervony.

City staff present were City Manager Dennis Kelly, City Attorney Kathy Mehaffey, City Attorney Susan Trevarthen, Interim City Planner James LaRue, and Building Clerk Ana DeLeon.

2. (PUBLIC HEARINGS) ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN.

City Attorney Kathy Mehaffey read the provisions for conduct of quasi-judicial public hearings, and asked for disclosure of ex-parte communications on the part of members of the Board. No Board members had anything to disclose.

The Clerk read the title of the request in Item 2A and swore in all those planning to speak regarding the Item.

A. A REQUEST BY MIGUEL FORNELLA FOR A SPECIAL USE EXCEPTION UNDER SECTION 152.098 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES FOR THE OPERATION OF A JET SKI RENTAL BUSINESS AT THE COMMERCIAL MARINA AT 7904 WEST DRIVE, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA.

Interim City Planner James LaRue reported on the application for a special use exception for a proposed jet ski tour/rental business, which was to be located at the southernmost dock of the commercial marina at the Bayshore Yacht and Tennis Club. He explained that both the yacht club and the marina are listed as special use exceptions within the commercial general zoning district; jet ski rental is an additional use of the marina, and also exists as a special use category within the Land Development Code. He further clarified two points that had been previously questioned; one, that the marina was in fact a commercial marina; and two, that refueling could not be done on-site by hand but must be done off-site where proper gas station facilities for fueling existed. On the last point, he said, the applicant would state for the record his agreement.

No traffic impact was expected and therefore no traffic analysis had been performed.

On the issue of parking, based on six jet skis located in two slips or berths and a group tour type of approach to the rental business as indicated by the applicant, Interim City Planner James LaRue suggested a total of three parking spaces. One parking space per slip was already a requirement for the marina, and a review of regulations concerning existing jet ski rental businesses showed precedents requiring one parking space for every two jet skis. Given the probability of clients sharing vehicles to arrive for the group tour service that the applicant intended to operate, Interim City Planner Larue felt that three parking spaces would prove adequate for six jet skis; and the applicant, he said, had agreed to provide one parking space additional to the two spaces already supplied by the marina for the two slips. More information as to the locations of the parking spaces would be supplied by the applicant.

The Interim City Planner further recommended that it be ascertained there were no restrictions on access to the marina, and that if any permissions were required from the condominium association involved, then those permissions needed to be furnished in writing. Other recommended conditions were that the hours of operation were to be confined between 10 A.M. and 6 P.M.; that the jet skis be safely secured when not in operation; that operation of the jet skis comply with rules governing the use of boats in the Biscayne Bay Aquatic Preserve, including noise, no-wake, and other issues.

The applicant, Miguel Fornella, took the podium and described the parking provisions, including one parking space located inside the building used for his business equipment, and two parking spaces located outside. He also explained his plan to lead jet ski tours around the bay, and not in the vicinity of the area's buildings.

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To facilitate communication with the applicant, the Chair conducted his questioning of the applicant in Spanish and also translated the discussion into English.

The Chair questioned whether parking for jet ski customers could become an issue on Harbor Island, when each jet ski could hold up to two people, and one of the three parking spaces being supplied for the use of up to six jet skis was to be used for equipment storage. The Chair noted that parking was already an issue on Harbor Island. The applicant, Mr. Miguel Fornella, described how people came in groups, rarely alone; that clients who were hotel guests might be transported by him to the marina; and that only five of his jet skis were available to be rented by customers. The Chair asked whether the applicant had parking spaces that were marked and specifically reserved for him; and upon learning that the applicant had no marked and exclusive spaces, considered this to be a major drawback both for the applicant's business viability and the area's parking problems. Mr. Fornella said that he needed to get more information from the marina regarding parking.

The Chair asked whether the applicant had been in touch with the condominium association, and Mr. Fornella responded that he had been, and the property manager had been made aware of the business.

The Vice Chair, Jorge Gonzalez, sought clarification from the applicant regarding the location of parking and access to the marina pier. The Vice Chair noted that access to the pier was through the building and a considerable distance from the parking location pointed out by the applicant, which was street-side. The Vice Chair confirmed with the applicant that he had permission from the condominium association for access.

The Vice Chair questioned how the growth of the business would be managed, and where people might be expected to wait for available jet skis as the popularity of the business increased. Mr. Fornella replied that he expected his customers to be served primarily by appointment.

Interim City Planner LaRue sought clarification regarding whether the parking was street-side, or by the tennis courts as he had supposed and which he felt was the best location. Upon learning that the applicant had indicated street-side parking, the Chair pointed out that this parking was shared with other commercial visitors to the building and therefore it was critical that the applicant have assigned parking. The Interim City Planner suggested to the Chair that a solution would be to have the recommendation include three allocated spaces, marked, and as close to the pier as possible; and City Attorney Mehaffey affirmed that such a recommendation was permissible.

Board Member Bud Farrey questioned what type of advertising and signage would be employed to designate the location of the jet ski rental business. Mr. Fornella suggested using a flag sign on the pier. Interim City Planner LaRue informed him that any sign would need to be approved and have a permit as a separate issue; that flag signs were generally not allowed; and that signage requirements could also be added as another condition of approval.

At 8: 10 P.M., the Chair opened the meeting to the public.

The first speaker was Stephanie Chambers, a resident of the Bayshore Yacht and Tennis Club, who felt the business enhanced the City and agreed with the conditions of marked parking and operating hours between 10 A.M. and 6 P.M.

The next speaker, Ann Bakst, a 39 year resident of the Kennedy House, was sworn in by the Clerk. She welcomed new business in the City and was in favor of approval; felt that the congestion in public parking on West Drive was due to the reliance of the residents of the Bayshore Yacht and Tennis Club upon public rather than private parking; and expressed the opinion that this business should have as much right to the public parking as any other Harbor Island user.

The next speaker, Mario Garcia of 7540 Cutlass Avenue, was sworn in by the Clerk. He agreed with the Chair's concern regarding parking, but felt that the City needed new business and that parking should not be an obstacle.

The next speaker, Maria Garcia, of the Bayshore Yacht and Tennis Club, was sworn in by the Clerk. She spoke as owner-resident, owner-investor, and member of the condominium association board against the detrimental effects of a near-by jet ski rental business with regard to traffic, noise and liability. She submitted her speech and a legal article on tortuous interference for the record (entered into the record as Exhibit 1.)

The next speaker, George Piedra of Treasure Island, was sworn in by the Clerk. He confirmed that refueling would take place elsewhere, such as the Bayview Palace Marina, and that jet ski renters would always be led in tours, and then expressed his approval.

The next speaker, Joseph Green, an owner and resident at the Bayshore Yacht and Tennis Club, was sworn in by the Clerk. As someone who worked nights, his main concern was the noise generated by jet skis during the day. He also questioned the ability of the applicant to manage tours alone with so many jet skis involved, and whether the applicant had permission from the condominium to enter through the lobby.

The next speaker was Virgilio Castro, recently become a renter at the Bayshore Yacht and Tennis Club, who was opposed to the noise of jet skis and the use of the building's lobby by customers for access.

The applicant, Miguel Fornella, took the podium and clarified that access would not be through the building's lobby, but through the parking garage. He also maintained that jet skis were not noisy until reaching speeds of about 40mph, and not at the 5mph or lower speeds at which he would be leading groups away from the dock.

There were no more speakers and the Chair closed the meeting to the public at 8:35 P.M.

Interim City Planner James LaRue added to the record that personal watercraft could not be operated earlier than one half hour before sunrise or one half hour after sunset. He also observed that noise from jet skis would be no greater than the noise from outboard motors that would be expected at a marina, and that the State had regulations on jet ski rentals which were a control on their possible indiscriminate use. The Vice Chair confirmed with the Interim City Planner that the sale and use of alcohol was prohibited by State law.

Interim City Planner reviewed the conditions for approval: refueling only off-site at an authorized refueling station; adherence to regulations regarding speed, noise, and no-wake in the Biscayne Bay Aquatic Preserve; that the jet skis be safely secured when on site and not in use; that three parking spaces be designated, located as close as possible to the operation; that the hours of operation be confined between 10 A.M. and 6 P.M. every day of the week; and he advised he was unsure whether or not written authorization was required from the condominium for access.

The Chair questioned the availability and location of restrooms, which were a requirement for operating a business. The applicant, Mr. Fornella, explained that restrooms were behind the parking; Bayshore Yacht and Tennis Club resident Maria Garcia argued that those restrooms were in the common area for the condominium residents when using the pool. The Chair responded that the marina must have access to restrooms as well, or it would not have been given a license. He used the example of Grandview Palace, which provided access through an area common to both its marina and the condominium.

1.) **Board Recommendation**

The Vice Chair, Jorge Gonzalez, made a Motion to recommend approval of the request for a special use exception under Section 152.098 of the City of North Bay Village Code of Ordinances by Miguel Fornella for the operation of a jet ski rental business at the commercial marina located at 7904 West Drive, Harbor Island, North Bay Village, Florida; subject to the conditions recommended by City Staff and noting the contingencies of; three (3) required parking spaces, two (2) of them marked with the business name; a prohibition on refueling by hand on-site; and adherence to all legislation regarding no-wake zones, noise, and other rules on the operation of personal watercraft in Biscayne Bay. The Motion was seconded by Board Member James Carter. The votes were as follows: James Carter-Yes; Bud Farrey-Yes; Jorge Gonzalez-Yes; Reinaldo Trujillo-Yes. The Motion carried 4-0.

City Attorney Kathy Mehaffey explained that the following Item, 2B, was not quasi-judicial but rather legislative in nature, and speakers were not required to be sworn in. The Clerk then read the title of Item 2B.

B. AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "ZONING" BY REVISING SECTION 152.111 PERTAINING TO ADULT ENTERTAINMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim City Planner James LaRue presented for the Board to review and recommend to the City Commission zoning regulation for adult entertainment establishments and an accompanying back-up memo. He explained that the attached Ordinance, Exhibit A, was intended to improve the clarity of the existing regulations while providing for the appropriate location of such establishments consistent with all controlling laws. He described the memo as talking in terms of the regulation of adult entertainment establishments, the zoning and distance requirements, and clarifying the distance requirements; while making sure that it is a content-neutral ordinance that serves the City's government interest only in reducing the secondary effects associated with adult entertainment establishments.

The revisions, he continued, clarify the calculating of the distance requirements to eliminate confusion in trying to interpret and apply the current wording without substantively changing the requirements, and provide that distance shall be calculated by following a straight line from any portion of a building used for an adult entertainment establishment or any building on the property of an adult entertainment establishment to: the nearest point of the property designated as residential; or the residential area of any property on which over 25% of the floor area is devoted to residential use; or any area used for a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children, hotel or motel.

He went on to state that Section 152.111.01(b) of the proposed Code lists the governmental studies which serve as evidence and testimony in support of the City's substantial government interest in adopting the Ordinance and the business regulations. Copies of the studies, which analyze the negative secondary effects of sexually-oriented businesses on the community, and a cover memorandum which summarizes each study, have been provided for your review.

City Attorney Susan Trevarthen described cooperating with City staff, the City Manager and the Interim City Planner, in preparing the Item now being presented and recommended in a joint memorandum by the City Manager, Interim City Planner, and City Attorney's Office for the Board's review and recommendation to the City Commission.

The Chair explained the rules of conduct, limited speakers to three minutes, each, and opened the meeting to the public at 8:42 P.M.

The first speaker was Kevin Vericker, of 7520 Hispanola Avenue, who stated that the main concerns of himself and other citizens were: the need for the change and the timing of changing the Ordinance in the middle of a lawsuit; whether the attorneys had an opinion on the effect this change would have on the outcome of the lawsuit; and whether it would be wise to hire more specialized external expertise to review the Ordinance.

The Chair suggested continuing with the other speakers and responding to questions at the end of the public meeting; City Attorney Susan Trevarthen advised that the City Attorney's Office and City staff would respond to any questions that the Board would bring forward at the conclusion of the public meeting.

The next speaker was resident Mario Garcia, who hoped that the proposed changes would not make opening the strip club any easier, in accordance with the feelings that the City's residents had already made clear, and urged the City to "cross its t's and dot its i's."

The next speaker was resident Fane Lozman, who also asked why change the Ordinance now, when in his opinion the change would only impact future applications and not the existing one. He also offered the opinion that the City was fighting an expensive losing battle by trying to "zone out" any possibility of a strip club; questioned the decision making process; and claimed that newer studies on the secondary effects of strip clubs contradicted the studies that were being presented as justification for the Ordinance change.

The next speaker was Nancy Sonnett-Selwyn of 7512 Cutlass Avenue, who questioned whether the City was required to make a place for a strip club and observed that other municipalities in South Florida were in the process of restricting strip clubs.

The next speaker was Scott Greenwald of 1415 79th Street Causeway, who stated that the City had enacted an Ordinance that was quite specific in allowing an adult entertainment use in a specified area under specified conditions in obedience to the First Amendment of the Constitution, and urged the Board to uphold it.

The next speaker was Bunny Hart, a resident of the Lexi, who said that when considering constitutional rights, the rights of all the residents of this small town should also be considered, and their wish to not see a club like this across the street from where their children play.

The next speaker was George Piedra, a resident of Treasure Island, who was uncertain whether the changes to the Ordinance would make it easier or harder for a strip club to be approved, and urged that the opposition of the majority of the residents to the strip club be taken into consideration.

The Chair closed the public meeting at 8:55 P.M.

The Chair asked the City Attorneys if they had any comments to make, and City Attorney Susan Trevarthen advised the Chair that she would answer any questions posed by the Board.

The Chair commented that he had read the extensive report, and had compared both the first Ordinance and the amended one. He noted that he saw clarification on questions that he himself had asked regarding the original Ordinance. While language that he considered vague had been clarified, he saw no changes in the numbers for measurements.

The Chair brought forward to the City Attorney the questions of some of the residents as to the reason for changing the Ordinance now and the possible effect on the current events in the City.

C. DISCUSSION REGARDING YOUTH SERVICES MASTER PLAN

Kevin Vericker, Chair of the Youth Services Board, took the podium to acquaint the Board with issues that the Youth Services Board had been addressing, and to discuss joining forces with the Planning & Zoning Board as had been suggested to him by City Manager Dennis Kelly. When the Planning & Zoning Board took up the review of the City's Recreation and Open Space Master Plan, Mr. Vericker suggested that youth services be considered and included; and that the City's demographics had shifted, creating more need for those services.

He pointed to the 2010 Census which showed that 20% of North Bay Village's population is under the age of 18; and of that group, the largest cohort is under the age of 8 years old. He felt that the implication of this was that, if they were to remain in the City, the children would be in need of places to go. Currently there were few options for them, as the City's small land area created limitations, the City's financial resources were constrained, and the local businesses were not geared toward children.

He explained that the Youth Services Board, since its revival last year, had taken some steps to address the needs of youth in the City, such as implementing background checks for volunteers working in a capacity that interacted with children; work on creating a directory of youth services available in the nearby area; exploration of the possibility of agreements with other cities to participate in their youth services programs, in which the Mayor had been active; and discussion regarding a Master Recreational Plan to systematically address the future needs of the City's children.

Kevin Vericker suggested that the planning that the Youth Services Board wished to undertake was best integrated into the City's development plans as a whole, and that perhaps a subcommittee could be formed to address youth services as an integrated part of the City's overall goals and plans.

The Chair had concerns about possible costs, and suggested first identifying those programs which are immediately possible for the City, as well as trying to attract more businesses to the City that offered services for children. The Chair offered the opinion that summer programs were the most important to have, and also felt that parents would need to contribute financially.

Board Member James Carter spoke in favor, and mentioned that he hoped that the discussions with Miami Beach would result in more access to programs for the children.

Kevin Vericker hoped the City would develop a longer term, strategic plan for addressing its youth services needs, and pointed out that teen-agers particularly lacked recreational options. He asked if he might have permission to report to

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3. APPROVAL OF MINUTES

A. REGULAR MEETING – APRIL 17, 2012

1.) Board Recommendation

The Chair, Reinaldo Trujillo, made a Motion to approve the minutes of the regular meeting of May 29, 2012 as written; and was seconded by the Vice Chair, Jorge Gonzalez. The Motion carried with all in favor, 4-0.

4. ADJOURNMENT

The meeting was adjourned by the Chair, Reinaldo Trujillo, at 9:15 P.M.

Prepared and submitted by: Katharine Price
Clerical Assistant

Adopted by the Planning & Zoning Board on this _____ day of _____.

_____
Reinaldo Trujillo, Chair

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

MINUTES

YOUTH SERVICES BOARD MEETING

CITY COMMISSION CHAMBERS
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FLORIDA 33141

MAY 7, 2012 – 7:00 P.M.

1. CALL TO ORDER

The meeting was called to order by the Chair, Kevin Vericker, at 7:05 P.M. Present at Roll Call were the Chair, Kevin Vericker; Alex Funkhouser; Jorge Piedra; and Cyndy Roman arrived at 7:09 P.M. As a quorum was determined to be present, the meeting commenced.

Also present were City Manager Dennis Kelly, Lt. Brian Collins of the Police Department, and Treasure Island Elementary School PTA President Dawn Martinez. Mayor Connie Leon-Kreps arrived at the end of the meeting. Resident Mario Garcia was in the audience.

2. OLD BUSINESS

A. UPDATE FROM THE POLICE DEPT. ON PAAL PLANS (Item 2C from the Agenda)

Without objection, the Chair addressed Item 2C in place of Item 2A to allow PTA President Dawn Martinez an opportunity to arrive for the discussion of Item 2A.

The Chair, Kevin Vericker, asked whether there were plans for reinstituting PAAL, and Lt. Brian Collins responded that the Police Department was in a holding pattern regarding PAAL pending assessment of staffing allocations and the budget, and the Police Department's involvement with the summer camp to be held at the school. However, he said, the Chief supported PAAL and it was hoped that PAAL would be reactivated sooner than later.

The Board tried to clarify the reasons for the delay and wondered how much the Police would be involved with the summer camp, and also an estimated time frame for PAAL to be addressed. Board member Jorge Piedra sought confirmation that PAAL would be a year round program, as opposed to the summer camp which ran for two months. Lt. Collins was unsure of the totality

of police commitments to the summer camp, beyond officer appearances a couple of times a week and presentations such a "stranger danger" and gun safety. Board member Piedra asked whether the Chief would be moving forward with PAAL after summer camp was over, and Lt. Collins did not have that information. Board member Piedra felt this was an indication of the intention to put PAAL "on ice", and regretted the absence of the program for children of the community even though his own child was too old to participate. The Chair agreed with the need for the program and noted recent discussion at the Commission meetings about kids "hanging out". The PAAL demographic, he pointed out, was very different from the summer camp demographic. Resident Mario Garcia questioned the reasons for the demise of PAAL, which was a program used by all cities, and when told it had been suspended in September of 2010 for budgetary reasons he questioned the priorities shown by not investing in the children.

Lt. Collins agreed that the children were important and was sure that Chief Daniels was committed to restarting PAAL, but had no specifics and could not speak for him. He promised to meet with the Chief the next day and discuss it with him.

The Chair suggested continuing the discussion at the next meeting and asked for a motion to be put forward regarding PAAL.

Board member Jorge Piedra made a Motion to recommend to City Administration that PAAL be reinstated as soon as possible. The Motion was seconded by Board member Cyndy Roman. The votes were as follows: Alex Funkhouser-Yes; Jorge Piedra-Yes; Cyndy Roman-Yes; Kevin Vericker-Yes. The Motion carried 4-0.

B. ACTION PLAN TO CREATE YOUTH SERVICES MASTER PLAN (Item 2A from the Agenda)

The Chair, Kevin Vericker, sought advice from City Manager Kelly as to what the Board should be doing to move forward with the creation of the Youth Services Master Plan that had been discussed in previous meetings. The City Manager informed him that he had asked Interim City Planner Jim LaRue for a cost estimate on drafting a master plan. Once an estimate had been obtained and assuming that it survived the budget process, an RFP (Request for Proposals) would be needed and probably issued after October.

Board member Cyndy Roman asked about the purpose of having a Master Plan, and whether it applied to programs or facilities. The City Manager replied that it applied to both. He went on to explain that planning for the needs of residents up to fifteen years into the future required expertise,

particularly for a group as fluid and changing as children are. The City's needs were great, since all agreed little or nothing was currently offered; and a planner could also make useful suggestions for alternative solutions.

The Chair wondered if other Boards could be involved as well, such as the Community Enhancement Board. City Manager Kelly suggested that the Planning & Zoning Board would more appropriate, as the data for a Master Recreation Plan would share data with the Comprehensive Plan. Members of the Youth Services Board planned to attend the next Planning & Zoning Board meeting to discuss it and the City Manager offered to coordinate.

Board member Alex Funkhouser here inserted a question about the budget line item for Youth Services that had been brought up at a previous meeting, wondering if it had been designated for a specific use, and if any part of it remained unspent. The City Manager offered to find that information.

C. BRIEFING ON SHARED SERVICES WITH MIAMI BEACH (Item 2B from the Agenda)

City Manager Kelly reviewed the results of a meeting with officials of Miami Beach regarding shared recreational services at which Miami Beach offered to admit children residing in North Bay Village to their programs at Miami Beach resident pricing, provided that the City of North Bay Village paid The City of Miami Beach the difference in price. He informed the Board that the City Commission had discussed the idea and were not generally supportive, as they questioned using tax dollars on something of benefit to relatively few people. The number of children who would participate in such an arrangement was uncertain; currently maybe 4 or 5 children were enrolled in Miami Beach programs at full non-resident pricing. The City Manager guessed that with subsidies perhaps 20 children might participate, and for that number the cost of subsidies would run about $5,600 for the summer quarter. Even at discounted prices there would still be a cost to parents, and program capacity for non-residents was very limited. The same would be true for Miami Shores. Board member Roman recalled the discussion at a previous meeting regarding how transportation issues would also limit enrollment. The City Manager suggested that all of the Board members making an appearance at the podium during the City Commission meeting to advocate their cause might move it forward. In the meantime, City staff would post on the North Bay Village website information about enrollment in the summer programs in Miami Beach and Miami Shores.

Resident Mario Garcia suggested the City did not benefit from such an arrangement with Miami Beach, whose offer did not materially change the pricing of the programs; that subsidies would not solve the problem of program

capacity and availability of recreational opportunities for the City's children; and that it was unfair to provide subsidies only for Miami Beach programs when parents might want to chose other venues.

The Chair responded that shared recreational services were an option that was being explored due to the lack of recreational services in North Bay Village and believed that subsidies would have the result of increasing enrollment in other programs over a year or two. Board members Piedra and Roman discussed how sports leagues would increase their capacity in response to enrollment by forming more teams. They also pointed out the large difference between resident and non-resident pricing for these: for example, registration for the basketball league might cost residents $25-50 and non-residents $175. PTA President Dawn Martinez offered the opinion that it was more economical for the City to subsidize joining large existing programs than to set up its own programs.

Board member Jorge Piedra suggested that the budget line item of $25,000 for Youth Services, if any of it remained unspent, might be applied to a pilot program for subsidizing the fees of existing recreational programs. The Board was in favor of the idea and discussed making subsidies available to the community on a first-come, first-served basis until any such allocated funds were exhausted. Board member Funkhouser pointed out that it would also serve to collect hard data for the longer term youth services master plan. Lt. Collins and the City Manager promised to get back to the Board the next day with the necessary information. Resident Mario Garcia cautioned that a program offering subsidies which then could not supply them to all applicants might have unpleasant backlash and be counterproductive. The Chair agreed that a long-term program would need to comprehensively address the needs of all residents, but for a pilot program a first-come, first-served basis would be the only feasible way. Board members Piedra and Roman felt confident that $5,000 would be enough to serve all applicants, given the low level of past and current parental involvement in youth recreational activities and citing transportation as a major limiting factor even if cost factors were eliminated. The Chair suggested that at the next meeting the Board could be prepared to move forward with the proposal of a pilot program for subsiding youth recreational programs.

Resident Mario Garcia again cautioned against taking action with insufficient information, and felt that a master recreational plan was an indispensable first step in addressing the youth services needs of the City. The Chair commented that this went to the larger question of priorities and what kind of city does North Bay Village want to be. The demographics shown in the last census described growth in the City's population of those under 18 years of age as averaging over 20% a year during the last 10 years, and currently around 10% of the City's population of around 7,000 residents were under 18. The Chair

added that, during this housing crisis, it was also worthwhile to consider that available services for children were important to housing selection.

3. NEW BUSINESS

A. PROPOSED PRE-SCHOOL / 7800 HISPANOLA AVENUE

The Board discussed the proposed pre-school on Hispanola Avenue, for the purpose of generally informing themselves on the type of school that was being proposed and its effects on the City. It was felt that overall the school was a benefit for the community.

B. DISCUSSION ITEM REGARDING T.I. ELEMENTARY PTA PLANS WITH DAWN MARTINEZ, TREASURE ISLAND PTA PRESIDENT

The Chair introduced Dawn Martinez, President of the PTA of Treasure Island Elementary School for her presentation regarding the International Baccalaureate program and a playground for the school.

Dawn Martinez described Treasure Island Elementary School as being in the "canvassing phase" of the process for setting up the International Baccalaureate program. Since the elementary school was a feeder school for Miami Beach, it was a recommended program; and it was considered a "resume program" which looked good on students' college applications. The City of North Bay Village had been approached for funding, since Miami Beach had funded the candidacy costs but the support for operating expenses was not covered. It was felt that having an International Baccalaureate program in North Bay Village would be of benefit to the City as an attractant to potential residents, and therefore would have a positive effect on the housing market.

Regarding the school's playground, she explained that six years ago the playground had been removed because it was dilapidated but then never replaced. The PTA has been searching for grants to fund the replacement of the playground, and has found some funding but has been unable to completely fund it. One grant that had been received for a canopy for shade for the playground was about to expire without a playground on which to use it; therefore, it was going to be used instead to provide shade and protection from the elements to the area where students wait to be picked up by their parents.

The Miami-Dade School Board had given guidance that a playground which complied with requirements would cost $65,000 or more. Ms. Martinez hoped that a grant application with "Kaboom", which partnered grant applicants with

corporate sponsors and left the applicant with $8,000 in remaining costs to fund, would come through. If it materialized, it would be a community build project with the community contributing labor; and Ms Martinez was confident that she could produce the volunteers.

All agreed that it was sad for an elementary school to not have a playground on the premises. Although the City's nearby tot lot had been opened to the school, it required field trip release forms to be signed; and it was logistically very difficult to move large groups of very young children any distance, such as a class of 35 kindergarten children.

The Chair asked how funding for the International Baccalaureate program worked, Dawn Martinez informed him that while Miami Beach paid for the application phase because it was a feeder school for them, there were no plans for its support after approval. In contrast with other Beach area communities that had recently passed the application phase, here the program had received no publicity or general support. The City of North Bay Village itself had not even been aware it. Board member Alex Funkhouser wondered what would be the estimated cost for the program's support. Ms. Martinez suggested speaking with the school principal for more information, and the Chair proposed inviting the principal to the next meeting to discuss it.

City Manager Kelly informed the Board that the City was in an investigative stage regarding the International Baccalaureate program, and that a meeting was scheduled next week with Leslie Rosenfield, the International Baccalaureate program coordinator for Miami Beach. Cities played a contributory role in the program with money budgeted for the purpose, and he expected that North Bay Village would contribute something for the program at Treasure Island Elementary School. There was also a private sector contribution component that the City would explore, and hope to heavily rely upon.

The Chair asked how the City might support the school playground, and whether it could also be made available to City residents other than students at the school. Dawn Martinez pointed out that school premises were being used for after-school programs like Head Start. The tennis courts on the school property were also being used for an after-school sports program. The Chair suggested that the discussion be continued at the next meeting.

Mayor Connie Leon-Kreps arrived and updated the Board that she was continuing to speak with Miami Beach Commissioners, recently Commissioner Exposito, regarding free use of the pool and shared services for North Bay Village children.

4. APPROVAL OF MINUTES

REGULAR MEETING – APRIL 2, 2012

The Chair, Kevin Vericker made a Motion to approve the minutes of the regular meeting of April2, 2012; seconded by Board member Alex Funkhouser. The Motion carried with all in favor, 4-0.

5. ADJOURNMENT

The meeting was adjourned at 8:40 P.M.

Prepared and submitted by:
Katharine Price, Clerical Assistant

Adopted by the Youth Services Board on
this _____ day of _____.

_____
Kevin Vericker, Chair

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

ADVISORY CHARTER REVIEW BOARD RECOMMENDATION

MEMORANDUM

To: Mayor Connie Leon-Kreps
Vice-Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel

From: Charter Review Advisory Board:

Robert Pushkin, Chairman
Alvin Blake, Vice Chairman
Max Crown
Jorge Gonzalez
Roy Martayan
Tony Crapp (public member)

Date: June 8, 2012

Subject: Advisory Charter Review Board Recommended Revisions

It is with pleasure and delight that we present the revised Charter to the City Commission well within the date guidelines requested by the Mayor and Commissioners.

We have reviewed the entire Charter, which was last revised in November 2006 with several amendments voted on by the electors of the City. We reviewed each section of the Charter individually and made several recommendations and changes that we felt were in the best interest of the City.

With the excellent assistance of our legal representative Nina Boniske and our wonderful City Clerk, Yvonne P. Hamilton, we agreed on some important changes to the Charter and confirmed that all Florida Statutes, county codes, etc. were being adhered to. We would also like to give special thanks to Mr. Tony Crapp, the public member, for his participation.

We wish to thank the Mayor and Commissioners for the opportunity to serve the City by being part of the Advisory Charter Review Board of the City of North Bay Village.

Respectfully Submitted,

Robert Pushkin,
Chairman, Advisory Charter Review Board

Advisory Charter Review Board Meeting
RECOMMENDATIONS FOR REVISIONS TO THE CITY CHARTER

2.01. - Corporate limits.

The municipal corporation of the City shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and ~~**from time to time hereafter**~~ **in the future** within the following boundaries in Miami-Dade County, Florida, to wit:

3.01. - City Commission.

A. *City Commission; powers and composition.* There shall be a city Commission with all legislative powers of the City vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the City.

B. *Appointments by Commission.* The Commission shall appoint the city manager, **city clerk,** city attorney and all consultants.

3.04. - Compensation.

Each Commission member will be compensated ~~six thousand dollars ($6,000.00)~~ **six thousand three hundred Dollars ($6,300)** per year payable at five hundred **twenty-five** dollars ~~($500.00)~~ **$525.00** per month. The Mayor will be compensated ~~seven thousand five hundred dollars ($7,500.00)~~ **seven thousand eight hundred dollars ($7,800)** per year payable at six hundred and ~~twenty-five~~ **fifty** dollars ~~($625.00)~~ **$650.00** per month. ~~**Compensation will be adjusted at the applicable Consumer Price Index as provided by the Department of Labor, effective each year commencing October 1, 2007.**~~

3.06. - Limitations of powers of the Commission.

All powers of the City and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. *Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the City for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty (20) percent of the current **total operating budget** ~~**annual fiscal budget**~~ of the City.

B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the City, provided that the amount of total expenditures for all such projects shall not exceed twenty (20) percent of the current **total operating budget** ~~**annual budget**~~ of the City in any one fiscal year.

C. *Excess of 20 percent* of **current total operating** ~~*annual*~~ *budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty (20) percent of the current **total operating budget** ~~**annual budget**~~ of the City in any fiscal year, then a referendum will be held of the qualified electors of the city and it shall require a majority of those voting in such election to authorize such projects.

G. *Appointments or removal of city personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any city employee (other than the City Manager **,the City Clerk** and the City Attorney, as provided herein), or any person who is duly appointed by the city manager, in accordance with Section 4.01(G)(2) of this Charter; except that the City Manager shall submit appointments of all department heads to the Commission for approval.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the City during his term of office **and for a term of two (2) years thereafter**.

K. *Nepotism.* No person related **up** to the second degree of consanguinity **or affinity** to a Commissioner shall be eligible to hold a remunerative position with the City. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

3.07. - Vacancies; forfeiture of office; filling of vacancies on the Commission.

D. *Filling of vacancies on City Commission.* Any vacancy occurring for a City Commissioner shall be filled by the vote of the majority of the remaining members of said City Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general City election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election.

If the remaining members of the City Commission shall fail or refuse to fill such vacancy within 30 days after it occurs, and if no general City election will be held within 90 days after the expiration of said 30 days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the ~~**procedures set forth above**~~ **City Charter**.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(a) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and **then** the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(b) The Commissioner serving as interim Mayor or **interim** Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor **and/**or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor **and/**or **interim** Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in ~~D~~ **Section 3.07(D)** ~~**above and such election shall be held in the same manner as the election held pursuant to the previous**~~ **of this Charter.**

3.08. - Ordinances and resolutions.

B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.

2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least ~~three (3)~~ **four (4)** affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

C. ***Procedures for adoption of ordinances and resolutions.***

2. Each ordinance or resolution shall be introduced by a member of the Commission or the City Manager, the City Attorney or the City Clerk, so long as the information is provided within ~~**48 hours**~~ **three (3) business days prior to** the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the City of North Bay Village . . . "

4.01. - City ~~m~~Manager.

G. *Powers and duties of the City Manager.* The City Manager shall be responsible for the proper administration of all the affairs of the City, except as otherwise provided herein. His powers and duties shall be to:

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the City, suspend or remove all city employees (except the City Attorney, **the City Clerk** and all personnel in the Legal Department, including outside counsel representing the City) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He will submit appointments of new department heads to the Commission for confirmation;

H. Outside employment by the City Manager shall be approved by the City Commission prior to commencement..

4.03. - Nepotism.

No person related **up** to the second degree of consanguinity **or affinity** to an elected or appointed City official (department head and above) shall be eligible to hold a remunerative position with the City. Any appointed City official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the City Commission.

5.04. - Commission Members—Residency requirements and terms of office.

The City shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the City. 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 ~~**six (6) months**~~ **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 City. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the City for a period of not less than ~~**six (6) months**~~ **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 City. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each City 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 City Clerk shall publicly draw lots to determine which City Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two City Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent City 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 City.

5.05. - Nomination of Commission members and Mayor.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the City as provided herein may be nominated for Commissioner or ~~m~~**M**ayor by a petition **provided by the City Clerk** for this purpose signed by not less than fifty (50) electors and filed with the City 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.

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 City Clerk** shall be substantially as follows:

5.07. - Filing fee.

A. A nonrefundable filing fee of ~~one~~ **two** hundred **and fifty** dollars ~~($100.00)~~ **$250** must be deposited with the City 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 City.

5.14. - City employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the City, while on duty **or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the City,** to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the City **or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof**. Any employee violating the provisions of this section shall be subject to immediate dismissal

6.01. - Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the City. Advisory board members must be either residents of the City or owners of businesses located within the confines of the City, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. **No individual shall serve more than two (2) consecutive terms on the same advisory board.** A majority of the members of each advisory board must be residents of the City. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission.

7.03. - Preparation and submission of budget.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the City a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

~~**If the budget calls for any increase in taxes by the City, the City shall endeavor to send a notice of the date of the final budget meeting to each property owner in the city files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned.**~~ The City Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

9.05. - Bonds of officers and employees.

Any officers or employees of the City **who have check signing authority or access to City accounts** shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the City.

9.06. - Oath of office/employment.

Every officer and employee of the City shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city clerk:

I _____, **a legal resident of the State of Florida,** and being employed by or an officer of the City of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support **and obey** the Constitution **and the laws** of the United States and of the State of Florida**, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the City.**

10.13. - Revision provision.

B. It shall be the duty of the Planning & Zoning Board, in cooperation with the City Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the City Commission at maximum intervals of five years commencing in 2013.

(WHILE NOT VOTED ON BY THE BOARD IT IS SUGGESTED THAT THE REVIEW BEGIN IN MARCH 2013)

10.14. – Violation.

City officials and employees shall follow the provisions of this Charter.

ADVISORY CHARTER REVIEW BOARD RECOMMENDATION

MEMORANDUM

To: Mayor Connie Leon-Kreps
Vice-Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel

From: Charter Review Advisory Board:

Robert Pushkin, Chairman
Alvin Blake, Vice Chairman
Max Crown
Jorge Gonzalez
Roy Martayan
Tony Crapp (public member)

Date: June 8, 2012

Subject: Advisory Charter Review Board Recommended Revisions

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Chairman, Advisory Charter Review Board

Advisory Charter Review Board Meeting
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B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the City, provided that the amount of total expenditures for all such projects shall not exceed twenty (20) percent of the current **total operating budget** ~~**annual budget**~~ of the City in any one fiscal year.

C. *Excess of 20 percent* of **current total operating** ~~*annual*~~ *budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty (20) percent of the current **total operating budget** ~~**annual budget**~~ of the City in any fiscal year, then a referendum will be held of the qualified electors of the city and it shall require a majority of those voting in such election to authorize such projects.

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J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the City during his term of office **and for a term of two (2) years thereafter**.

K. *Nepotism.* No person related **up** to the second degree of consanguinity **or affinity** to a Commissioner shall be eligible to hold a remunerative position with the City. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

3.07. - Vacancies; forfeiture of office; filling of vacancies on the Commission.

D. *Filling of vacancies on City Commission.* Any vacancy occurring for a City Commissioner shall be filled by the vote of the majority of the remaining members of said City Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general City election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election.

If the remaining members of the City Commission shall fail or refuse to fill such vacancy within 30 days after it occurs, and if no general City election will be held within 90 days after the expiration of said 30 days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the ~~**procedures set forth above**~~ **City Charter**.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(a) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and **then** the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(b) The Commissioner serving as interim Mayor or **interim** Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor **and**/or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor **and**/or **interim** Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in ~~D~~ **Section 3.07(D)** ~~**above and such election shall be held in the same manner as the election held pursuant to the previous**~~ **of this Charter.**

3.08. - Ordinances and resolutions.

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2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least ~~three (3)~~ **four (4)** affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

C. ***Procedures for adoption of ordinances and resolutions.***

2. Each ordinance or resolution shall be introduced by a member of the Commission or the City Manager, the City Attorney or the City Clerk, so long as the information is provided within ~~**48 hours**~~ **three (3) business days prior to** the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the City of North Bay Village . . . "

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1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the City, suspend or remove all city employees (except the City Attorney, **the City Clerk** and all personnel in the Legal Department, including outside counsel representing the City) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He will submit appointments of new department heads to the Commission for confirmation;

H. Outside employment by the City Manager shall be approved by the City Commission prior to commencement..

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5.04. - Commission Members—Residency requirements and terms of office.

The City shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the City. 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 ~~**six (6) months**~~ **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 City. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the City for a period of not less than ~~**six (6) months**~~ **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 City. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each City 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 City Clerk shall publicly draw lots to determine which City Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two City Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent City 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 City.

5.05. - Nomination of Commission members and Mayor.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the City as provided herein may be nominated for Commissioner or ~~m~~**M**ayor by a petition **provided by the City Clerk** for this purpose signed by not less than fifty (50) electors and filed with the City 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.

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 City Clerk** shall be substantially as follows:

5.07. - Filing fee.

A. A nonrefundable filing fee of ~~one~~ **two** hundred **and fifty** dollars ~~($100.00)~~ **$250** must be deposited with the City 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 City.

5.14. - City employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the City, while on duty **or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the City,** to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the City **or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof**. Any employee violating the provisions of this section shall be subject to immediate dismissal

6.01. - Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the City. Advisory board members must be either residents of the City or owners of businesses located within the confines of the City, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. **No individual shall serve more than two (2) consecutive terms on the same advisory board.** A majority of the members of each advisory board must be residents of the City. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission.

7.03. - Preparation and submission of budget.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the City a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

~~**If the budget calls for any increase in taxes by the City, the City shall endeavor to send a notice of the date of the final budget meeting to each property owner in the city files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned.**~~ The City Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

9.05. - Bonds of officers and employees.

Any officers or employees of the City **who have check signing authority or access to City accounts** shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the City.

9.06. - Oath of office/employment.

Every officer and employee of the City shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city clerk:

I _____, **a legal resident of the State of Florida,** and being employed by or an officer of the City of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support **and obey** the Constitution **and the laws** of the United States and of the State of Florida**, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the City.**

10.13. - Revision provision.

B. It shall be the duty of the Planning & Zoning Board, in cooperation with the City Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the City Commission at maximum intervals of five years commencing in 2013.

(WHILE NOT VOTED ON BY THE BOARD IT IS SUGGESTED THAT THE REVIEW BEGIN IN MARCH 2013)

10.14. – Violation.

City officials and employees shall follow the provisions of this Charter.

NORTH BAY VILLAGE, FLORIDA

CHARTER

Legislative History

Acknowledgment

Preamble

Definitions

LEGISLATIVE HISTORY

Chapter 23427, Laws of Florida, 1945, originally created the Village of North Bay Island as a municipal corporation in Miami Dade County, Florida. The 1947 session of the Legislature adopted Chapters 24735 and 24736, Laws of Florida, 1947, which appear to be two identical bills amending the original Charter (Chapter 23427, Laws of Florida, 1945) by changing the name of the municipality from "Village of North Bay Island" to "North Bay Village" and otherwise amending the Charter of the municipality. Chapter 26053, Laws of Florida, 1949, provided an amendment, which excluded certain territory, land and water from the corporate limits and jurisdiction of the Municipality of North Bay Village. Chapter 27773, Laws of Florida, 1951, abolished the municipal government of North Bay Village and established, organized and incorporated a new municipal government as the successor to the original municipality. Chapter 29314, Laws of Florida, 1953, provided an amendment to the new Charter, which was established in Chapter 27773, Laws of Florida, 1951. In addition, the 1953 session of Legislature enacted Chapter 29315, Laws of Florida, 1953, providing that the City of North Bay Village should be abolished and the assets and liabilities of the municipality turned over to the Board of County Commissioners of Dade Miami, Florida, subject to a referendum.

This referendum was subsequently held and turned down by the electorate. The 1955 session of the Legislature enacted Chapters 31035 and 31036, Laws of Florida, 1955, which constituted the authority for the city to enact a pension plan and civil service system. At a referendum election on September 15, 1970, held pursuant to Resolution Nos. 2235 and 2236, the name of North Bay Village was changed to "City of North Bay Village." Election results were certified by Resolution No. 2237, copies of which have been filed with the Clerk of the Circuit Court of Dade County, Florida and the Department of State, State of Florida. In 1976, the City Council appointed a charter review board to revise the Charter of the city over a one-year period. The board's proposal was returned to the City Council at the end of 1977 and was reviewed by the Council in a series of workshops. After a number of public hearings, which resulted in some changes, the proposed revised Charter was submitted to the electors at a special municipal election in conjunction with the state primary election on October 5, 1978, and was adopted at this referendum election.

In 1991, the proposed revised Charter was submitted to the electors at a special municipal election on November 12, 1991, and was adopted at this referendum election. In 1992, the proposed revised Charter was submitted to the electors at a special municipal election on November 3, 1992 and was adopted at this referendum election. In 1998, the proposed revised Charter was submitted to the electors at a special municipal election on May 12, 1998 and was adopted at this referendum election. In 2000, the proposed revised Charter was submitted to the electors at special municipal elections on November 7, 2000, and was adopted at this referendum election. In 2004, after a public hearing, which resulted in some changes, the proposed Charter was submitted to the electors at a general municipal election on November 2, 2004, and was adopted at this referendum election.

(Res. No. 2006-45, Pt. A, 8-28-06, Election of 11-7-06)

CHARTER OF THE CITY OFNORTH BAY VILLAGE, FLORIDA

CHARTER OF THE CITY OF

NORTH BAY VILLAGE, FLORIDA [1]

(1) **Editor's note—** Res. No. 2000-41, adopted Nov. 8, 2000, adopted the certified results of a Special Election approving certain Charter amendments approved by the electorate in a Special Election on Nov. 7, 2000, including the Preamble and Definitions to read as herein set out. See the Charter Disposition Table. Former Charters were adopted at elections held November 3, 1964, October 5, 1978 and February 20, 1990.

PREAMBLE

We the citizens of the City of North Bay Village, Florida, in order to: perfect our Municipal Government; update, modernize and revise our Charter to make it consistent with the Constitution and Statutes of the United States and the State of Florida; encourage and revitalize citizens' interest and participation in their City Government; and strengthen and clarify the rights of its citizens, and enable the city to function smoothly under the proper controls of the ensuing decade, do ordain and establish this Charter.

DEFINITIONS

To facilitate comprehension of wording in this Charter, the following definitions should be noted:

—The term "city" shall always denote "the City of North Bay Village."

—The term "Commission," "Commissioner" or "Commission member" shall always denote the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

—Wherever "he," "his," "him," or any description of a masculine gender is utilized, it shall also be equally applicable to the female gender.

—The term "manager" refers to the "city manager of North Bay Village" unless otherwise specified.

ARTICLE I. - CREATION AND POWERS
ARTICLE II. - CORPORATE LIMITS
ARTICLE III. - LEGISLATIVE
ARTICLE IV. - ADMINISTRATIVE
ARTICLE V. - ELECTIONS
ARTICLE VI. - BOARDS
ARTICLE VII. - FINANCE AND TAXATION
ARTICLE VIII. - BORROWING FOR MUNICIPAL PROJECTS
ARTICLE IX. - MISCELLANEOUS
ARTICLE X. - TRANSITION

ARTICLE I. - CREATION AND POWERS

1.01. - Creation and powers of the City of North Bay Village.
1.02. - Construction.

1.01. - Creation and powers of the City of North Bay Village.

The City is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the state constitution, general law and specific limitations contained herein.

1.02. - Construction.

As granted by the Municipal Home Rule Powers Act (§ 166.021, Fla. Stat.), the City is granted the broad exercise of home rule powers as provided by the Constitution of the State of Florida and the Charter of Miami-Dade County.

The powers of the City shall be construed liberally in favor of the City, limited only by the state constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this City shall be considered amendments to this Charter and pursuant to the provisions adopted for incorporation of other charter amendments, shall be incorporated as official amendments to the Charter.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE II. - CORPORATE LIMITS

2.01. - Corporate limits.

2.01. - Corporate limits.

The municipal corporation of the City shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and ~~from time to time hereafter~~ **in the future** within the following boundaries in Miami-Dade County, Florida, to wit:

Begin in Miami-Dade County, Florida, at a point on the north boundary line of the northeast 79th Street Causeway, as shown by Plat Book 25 at Page 70 of the Public Records of Miami-Dade County, Florida, which point is 250 feet west of the line of Section 9, Township 53 South, Range 42 East, and which point is also on the east boundary line of the City of Miami, Florida; thence in a southerly direction and parallel to the west line of said Section 9, and along the said east line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north 88°41"24? east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north 1°37"08? west 55.0 feet to a point of beginning of the parcel of land herein described; thence north 1°37"08? west 600.00 feet; thence north 88°41"24? east 400.0 feet; thence south 1°37"08? east 600.00 feet; thence south 88°44"24? west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on (a) plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North 88°41"25? east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point;

thence north 1°37"8? west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north 88°41"24? east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north 1°37"8? west for a distance of 5.0 feet to a point; thence south 88°41"24? west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south 1° 37" 8? east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE III. - LEGISLATIVE

3.01. - City Commission.
3.02. - Qualifications.
3.03. - Election and terms.
Sec. 3.031. - Limitation of terms.
3.04. - Compensation.
3.05. - Mayor; Vice-Mayor.
3.06. - Limitations of powers of the Commission.
3.07. - Vacancies; forfeiture of office; filling of vacancies on the Commission.
3.071. - Removals and suspensions from office of City Commission.
3.08. - Ordinances and resolutions.
3.09. - Meeting procedures.

3.01. - City Commission.

A. *City Commission; powers and composition.* There shall be a city Commission with all legislative powers of the City vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the City.

B. *Appointments by Commission.* The Commission shall appoint the city manager, **city clerk,** city attorney and all consultants.

3.02. - Qualifications.

Any elector of the City who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of city Commissioner or mayor. The Commission shall be the judge of the election and qualifications of its members.

3.03. - Election and terms.

The regular election of Commission members shall be held on the first Tuesday after the first Monday of November in each even-numbered year, unless otherwise provided by state law, and shall be for those terms as provided in Article V of this Charter.

(Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)

Sec. 3.031. - Limitation of terms.

Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:

(a) For the office of Mayor—Three consecutive terms.

(b) For the office of City Commissioner—Two consecutive terms.

The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the City Commission.

(c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three consecutive terms (said terms not to exceed a total of 8 consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.

"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the City of North Bay Village. Terms shall not include time served as a member of the North Bay Village City Commission as a result of having filled a vacancy in the Commission pursuant to Section 3.07 of the Charter.

An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.

For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office. (Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

3.04. - Compensation.

Each Commission member will be compensated ~~six thousand dollars ($6,000.00)~~ **six thousand three hundred Dollars ($6,300)** per year payable at five hundred **twenty-five** dollars ~~($500.00)~~ **$525.00** per month. The Mayor will be compensated ~~seven thousand five hundred dollars ($7,500.00)~~ **seven thousand eight hundred dollars ($7,800)** per year payable at six hundred and ~~twenty-five~~ **fifty** dollars ~~($625.00)~~ **$650.00** per month. ~~**Compensation will be adjusted at the applicable Consumer Price Index as provided by the Department of Labor, effective each year commencing October 1, 2007.**~~

(Res. No. 2006-45, Pt. B, 8-28-06, Election of 11-7-06)

3.05. - Mayor; Vice-Mayor.

A. The Mayor shall preside at meetings of the Commission, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the City official designated to represent the City in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

B. The Commission, at the first regularly scheduled Commission meeting after all runoff elections have taken place and a full Commission body is sworn into office, shall elect a vice mayor by at least three (3) affirmative votes. The vice-mayor shall act as Mayor during the absence, disability or death of the Mayor.

C. Each of the five (5) Commission members shall have an equal vote.

(Res. No. 2004-35, 7-13-04, Election of 11-2-04)

3.06. - Limitations of powers of the Commission.

All powers of the City and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. *Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the City for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty (20) percent of the current **total operating budget** ~~**annual fiscal budget**~~ of the City.

B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the City, provided that the amount of total expenditures for all such projects shall not exceed twenty (20) percent of the current **total operating budget** ~~**annual budget**~~ of the City in any one fiscal year.

C. *Excess of 20 percent* of **current total operating** ~~*annual*~~ *budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty (20) percent of the current **total operating budget** ~~**annual budget**~~ of the City in any fiscal year, then a referendum will be held of the qualified electors of the city and it shall require a majority of those voting in such election to authorize such projects.

Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.06.

D. *Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the City.

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the City without first having secured the approval of the qualified electors of the City, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the City to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the City. However, nothing contained herein shall preclude the City, without referendum, from leasing City real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution. Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the City may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of city personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any city employee (other than the City Manager**, the City Clerk** and the City Attorney, as provided herein), or any person who is duly appointed by the city manager, in accordance with Section 4.01(G)(2) of this Charter; except that the City Manager shall submit appointments of all department heads to the Commission for approval.

H. *City Attorney.* The Commission shall appoint or remove the city attorney by at least three (3) affirmative votes. The City Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the city attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the City during his term of office **and for a term of two (2) years thereafter**.

K. *Nepotism.* No person related **up** to the second degree of consanguinity **or affinity** to a Commissioner shall be eligible to hold a remunerative position with the City. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any City Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the City for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the City. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from City funds for this legal defense, selection of counsel to be approved by the City Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the City. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the city clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the City of its intent six months before the expiration of its franchise.

The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06)

3.07. - Vacancies; forfeiture of office; filling of vacancies on the Commission.

A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.

B. *Forfeiture of office.* A Commission member Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications for the office prescribed by this Charter or other by applicable law including § 100.361, Florida Statutes, (1989) or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.

C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.

D. *Filling of vacancies on City Commission.* Any vacancy occurring for a City Commissioner shall be filled by the vote of the majority of the remaining members of said City Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general City election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the City Commission shall fail or refuse to fill such vacancy within 30 days after it occurs, and if no general City election will be held within 90 days after the expiration of said 30 days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the ~~**procedures set forth above**~~ **City Charter**.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(a) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and **then** the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(b) The Commissioner serving as interim Mayor or **interim** Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor **and/**or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor **and/**or **interim** Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in ~~D~~ **Section 3.07(D)** ~~**above and such election shall be held in the same manner as the election held pursuant to the previous**~~ **of this Charter.**

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06)

3.071. - Removals and suspensions from office of City Commission.

The Mayor and any City Commissioner may be removed from office by the electors of the City of North Bay Village pursuant to the provisions of § 100.361. Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51. Florida Statutes.

3.08. - Ordinances and resolutions.

A. *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any city department or agency;

2. Establish a rule or regulation the violation of which carries a penalty;

3. Set service or user charges for municipal services or granting administrative authority for such charges;

4. Authorize the borrowing of money not inconsistent with the limitations established in this Charter, the state constitution and general law of the State of Florida;

5. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the City;

6. Amend or repeal any ordinance previously adopted except as otherwise provided herein.

B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.

1. *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least ~~three (3)~~ **four (4)** affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

3. *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

4. *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed sixty (60) days following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

5. *Emergency appropriations.* The Commission may make emergency appropriations in the manner provided in this section and under Section 3.06 of this Charter. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

C. *Procedures for adoption of ordinances and resolutions.*

1. As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated.

a. "Ordinance" means an official legislative action of the City Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

b. "Resolution" means an expression of the City Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the City Commission.

2. Each ordinance or resolution shall be introduced by a member of the Commission or the City Manager, the City Attorney or the City Clerk, so long as the information is provided within ~~**48 hours**~~ **<u>three (3) business days prior to</u>** the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the City of North Bay Village . . . "

3. A proposed ordinance must be presented on at least two (2) separate Commission meetings. It may be read by title only. At least ten (10) days prior to the final adoption of the said ordinance the City shall publish once in a newspaper of general circulation in the City a notice of the proposed ordinance. The giving of said notice shall not apply to a proposed emergency ordinance. Said notice shall state the title or brief description of the proposed ordinance or ordinances; the date, time and place of the Commission meeting for enacting said ordinance; and the place or places within the City where said proposed ordinance may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

4. A majority of the members of the City Commission shall constitute a quorum. An affirmative vote of a majority of a quorum present shall be necessary to enact any ordinance or adopt any resolution; except that four (4) affirmative votes of the membership of the Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the City Commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the city Commission shall become effective after passage or as otherwise provided therein.

5. Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the City Clerk.

6. The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of the City ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and enactment of City ordinances and resolutions. By future ordinance or charter amendment, the City may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein, provided such modifications are not in conflict with general law.

D. *Penalty for violation of ordinances.* Provisions governing the imposition of fines for violations of the Code shall be as prescribed within City Code Chapter 153, and, where applicable, Chapter 162, Florida Statutes.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06; Res. No. 2008-27, § 1, 7-30-08, Election of 11-4-08)

3.09. - Meeting procedures.

A. *Meetings.* The Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

B. *Rules and record.* The Commission shall determine its own rules of procedure and order of business and shall keep a record of such proceedings open for public inspection.

C. *Quorum.* A majority of the Commission shall constitute a quorum. Commissioners constituting less than a quorum shall have power to set and adjourn meeting dates and times.

D. *Voting.* Voting, on ordinances and resolutions, shall be by roll call on final action and shall be recorded in the record of such proceedings. No action of the Commission except as otherwise provided in the preceding section shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

E. *Meeting time limits.* No meeting of the Commission shall extend later than midnight except upon a majority vote of all members of the Commission present at the meeting. All remaining agenda items shall be continued to the next Commission meeting.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06)

ARTICLE IV. - ADMINISTRATIVE

4.01. - City manager.
4.02. - City Clerk.
4.03. - Nepotism.
4.04. - Conflict of interest.

4.01. - City ~~m~~Manager.

There shall be a City Manager, who shall be the chief administrative officer of the City. The manager shall be responsible to the City Commission for the administration of all City affairs placed in the manager's charge by this Charter.

A. *Appointment.* The Commission shall appoint a City Manager for an indefinite term by a minimum of three (3) affirmative votes of the Commission members. The City Manager shall serve at the will of the Commission.

B. *Qualifications.* The manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.

C. *Compensation.* The compensation of the City Manager shall be fixed by the City Commission in the annual budget and may not be reduced without his consent during the fiscal year for which the budget is prepared.

D. *Temporary City Manager.* By written memorandum filed with the Commission, the City Manager may designate an acting appointee to perform the duties of the City Manager, during a brief absence or incapacity. During any absence or disability, the City Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the City Manager.

E. *Vacancy.* In the event of a vacancy due to resignation or removal from office of the City Manager, the City Commission shall appoint an acting or interim City Manager until such time as a qualified manager may be selected.

F. *Removal.* The City Commission may remove the City Manager by a minimum of three (3) votes in favor of removal.

G. *Powers and duties of the City Manager.* The City Manager shall be responsible for the proper administration of all the affairs of the City, except as otherwise provided herein. His powers and duties shall be to:

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the City, suspend or remove all city employees (except the City Attorney, **the City Clerk** and all personnel in the Legal Department, including outside counsel representing the City) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He will submit appointments of new department heads to the Commission for confirmation;

3. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of the independent auditor employed or retained by the Commission, or to the City Attorney or any outside counsel employed or retained by the Commission;

4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;

5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the City;

6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;

7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;

8. Maintain a general accounting system for the City government and each of its offices, departments and agencies and exercise financial budgetary control over same;

9. Submit to the Commission and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;

10. Make such other reports as the Commission may require concerning the operations of City departments, offices and agencies, subject to his direction and supervision;

11. Keep the Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the Commission concerning the affairs of the City;

12. Sign contracts on behalf of the City, when such contracts have been approved pursuant to law and this Charter.

13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the City Commission and to the City attorney;

14. Obtain competitive bids as prescribed by this Charter;

15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;

16. Act as purchasing agent for the City and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;

17. Supervise the issuance of City licenses and collect all special assessments, license fees and other revenues of the City and receive all monies due the City from county, state and federal governments. Also, to pursue and obtain those monies made available to the City from state and federal grants and similar sources;

18. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

H. Outside employment by the City Manager shall be approved by the City Commission prior to commencement..

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-20, § 1, 4-14-04, Election of 11-2-04; Res. No. 2006-45, Pt. F, 8-28-06, Election of 11-7-06)

4.02. - City Clerk.

The City Clerk shall be appointed by a majority vote of the City Commission. The City Clerk shall give notice of all meetings of the Commission, City boards or committees, to its members and to the public by posting a notice on the designated official bulletin board of the City. The City Clerk shall keep the journal of these proceedings, which shall be made a part of the public record. The City Clerk shall also be the registration official of the City and supervisor of City elections and shall have power and is hereby authorized to administer oaths. The City Clerk shall be the custodian of the City seal, the records custodian, and the agent of record.

The City Clerk shall record and keep current all ordinances and resolutions of the City in a book kept for that purpose and keep current a cross-index of all ordinances, resolutions and official records of the City. The City Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the City manager, and as the Commission may prescribe from time to time. The City Clerk will work with the City Manager and other department heads to ensure the effective management of the City. In the absence of the City Clerk, the City Manager may act as City Clerk or make a temporary appointment.

The City Clerk shall report to the Commission and may be removed by the Commission utilizing the same procedure as set forth for removal of the City Manager in Section 4.01(f). The City Commission shall set the compensation and benefits provided to the City Clerk.

(Res. No. 2006-45, Pt. G, 8-28-06, Election of 11-7-06; Res. No. 2008-26, § 1, 7-30-08, Election of 11-4-08)

4.03. - Nepotism.

No person related **up** to the second degree of consanguinity **or affinity** to an elected or appointed City official (department head and above) shall be eligible to hold a remunerative position with the City. Any appointed City official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the City Commission.

4.04. - Conflict of interest.

Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE V. - ELECTIONS

5.01. - Time of holding elections.
5.02. - Qualifications of electors.
5.03. - Rules and regulations, supervision, etc. of elections.
5.04. - Commission Members—Residency requirements and terms of office.
5.05. - Nomination of Commission members and Mayor.
5.06. - Candidacy.
5.07. - Filing fee.
5.08. - Ballots.
5.09. - Absentee electors.
5.10. - Watchers at election of Commission members.
5.11. - Hours of voting.
5.12. - Election results.
5.13. - Canvass of returns.
5.14. - City employees soliciting votes.
5.15. - Initiative and referendum procedures.

5.01. - Time of holding elections.

The general election of members of the Commission shall be held on the first Tuesday after 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 the City of North Bay Village.

No general or special election of the City 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 City is eligible to vote in City 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 City 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 city clerk with the City 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 City shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the City. 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 ~~six (6) months~~ **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 City. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the City for a period of not less than ~~six (6) months~~ **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 City. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each City 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 City Clerk shall publicly draw lots to determine which City Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two City Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent City 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 City.

(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)

5.05. - Nomination of Commission members and Mayor.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the City as provided herein may be nominated for Commissioner or ~~m~~**M**ayor by a petition **provided by the City Clerk** for this purpose signed by not less than fifty (50) electors and filed with the City 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.

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 City Clerk** shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of the City 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 City 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 City 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 City Clerk in accordance with applicable record retention requirements.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

5.06. - Candidacy.

A. No individual may qualify as a candidate for public office in the City 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 City, shall be required to resign to run for any elective office within the City. Notice of resignation shall be filed with the city 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 ~~one~~ **two** hundred **and fifty** dollars ~~($100.00)~~ **$250** must be deposited with the City 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 City.

B. If after filing for a particular Commission seat, an individual changes his mind and desires to run for a different Commission seat, he must first deliver written notice of his decision not to run for the original seat to the City Clerk. He may then run for the other Commission seat after he again fully complies with the requirements hereinbefore described, as if filing for the first time, including, but not limited to, fully complying with the requirements of a new petition, and payment of a new nonrefundable filing fee.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

5.08. - Ballots.

All ballots used in any general or special election of the Commission held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of the Commission shall also apply:

A. The full names of all candidates nominated for the Commission as hereinbefore provided, except (those that) may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two (2) candidates with the same surname or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence may be placed with their names on the ballot.

B. The names of the candidates shall be arranged in the alphabetical order of their surnames in the groups for which they qualify.

C. The order of presentation of groups shall be as follows:

Mayor

Harbor Island Commissioner

North Bay Island Commissioner

Treasure Island Commissioner

At-Large Commissioner

5.09. - Absentee electors.

The City Clerk shall provide information regarding current state law requirements concerning absentee voting.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

5.10. - Watchers at election of Commission members.

At each election of the Commission, any regularly nominated candidate shall be entitled, upon written application to the City Clerk at least ten (10) days before the election, to appoint one person and one alternate to represent him as watcher and challenger at each polling place. Any person so appointed shall have all the rights and privileges prescribed by law for other watchers and challengers at any election in the same place, but under no circumstances shall a watcher and his alternate be allowed to remain within the voting place at the same time.

5.11. - Hours of voting.

The polls shall open at seven o'clock a.m. and close at seven o'clock p.m.

5.12. - Election results.

The candidate receiving a majority of the votes for each Commission seat and/or the Mayor's seat shall be elected for that seat. In the event that a seat has not been won by a majority, then a run-off election of the two (2) highest vote getters shall be held fourteen (14) days after the regular election. A tie vote between the two (2) candidates in the run-off election shall be decided by a toss of a coin between those candidates the following business day after said run-off election.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-33, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. I, 8-28-06, Election of 11-7-06)

5.13. - Canvass of returns.

The result of voting shall be certified by the Miami-Dade County Elections Department. The certification of election results shall be transmitted to the Commission at a meeting of the Commission to be held on the business day immediately following the election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At this meeting, the Commission shall canvass the returns, and shall declare the results of the election. New officers shall be declared elected subsequent to canvass of election returns on the business day immediately following the general election, or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At such time the new officers shall be installed and shall enter upon the discharge of their duties. If a run-off election is necessary. the officers elected in that run-off shall be installed upon their certification, subsequent to canvass of returns on the business day immediately following the run-off election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter, and shall thereupon enter upon the discharge of their duties.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. J, 8-28-06, Election of 11-7-06)

5.14. - City employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the City, while on duty **or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the City,** to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the City **or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof**. Any employee violating the provisions of this section shall be subject to immediate dismissal.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

5.15. - Initiative and referendum procedures.

A. *General.*

1. *Initiative.* The qualified voters of the City shall have the power to propose ordinances to the Commission. If the Commission fails to adopt such an ordinance so proposed without any change in substance, then the qualified voters shall have the power to adopt or reject it at a city election.

2. *Referendum.* The qualified voters of the City of North Bay Village shall have power to require reconsideration by the Commission of any adopted ordinance. If the Commission fails to repeal an ordinance so reconsidered, then the qualified voters shall have the power to approve or reject it at a city election.

B. *Commencement of proceedings.* Any five (5) qualified electors may commence initiative or referendum proceedings by filing with the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the city clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

C. *Petitions.*

1. *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the City equal in number to at least ten (10) per cent of the total number of qualified electors registered to vote at the last regular City election.

2. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as language reflecting the ability of the Petitioners' committee to withdraw the subject petition, pursuant to § 5.15 (F)(3) of this Charter.

3. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

4. *Time for filing referendum petitions.* Referendum petitions must be filed within sixty (60) days after adoption by the Commission of the ordinance sought to be reconsidered.

D. *Procedure for filing.* Certificate of clerk; amendment. Within twenty (20) days after the initiative petition or referendum petition is filed, the City Clerk shall determine whether each petition paper is in proper form according to subsections C(2) and (3) hereinabove. Within ten (10) days from determining that the petition is in proper form, the City Clerk shall transmit the petition papers to the Miami-Dade County Department of Elections for purposes of determining whether the petition as a whole has been signed by a sufficient percentage of the City electors. The Miami-Dade County Elections Department shall complete a certificate as to the petition's sufficiency; such certificate shall specify if it is insufficient, and the City Clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail, return receipt requested.

A petition certified insufficient for lack of the required number of valid signatures may be amended one time within ten (10) business days after receipt of notification; such supplementary petition shall comply with all prior requirements and within five (5) business days after it is refiled, the City Clerk shall transmit same to the Miami-Dade County Department of Elections for purposes of issuing a certificate as to the sufficiency of the petition as amended, whereupon the City Clerk shall send a copy of such certificate to the petitioners' committee by registered mail, return receipt requested, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient, the City Clerk shall promptly present the certificate to the Commission, and the certificate shall then be a final determination as to the sufficiency of the petition.

E. *Conclusion of Referendum Process.* The referendum process shall be concluded:

(1) When the petitioners' committee withdraws the petition; or

(2) When the Commission repeals the ordinance; or

(3) After a vote of the electorate on repeal of the ordinance has been certified, and such certification has been accepted by the Commission.

F. *Action by Commission*

1. *Action by Commission.* When an initiative or referendum petition has been finally determined sufficient by the Miami-Dade County Elections Department, the Commission shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If within 30 days of the issuance of a certificate of a petition's sufficiency by the Miami-Dade County Elections Department, the Commission fails to either (as the case may be) adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the City.

2. *Submission to voters.* The vote of the City on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from issuance of the Miami-Dade County Elections Department's certificate as to petition's sufficiency. If no regular City election is to be held within the period described in this subsection, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the City Clerk's office.

3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.

G. *Results of election.*

1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the city electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.

2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal of the ordinance, such referendum action cannot be brought up again for a period of one year from the date of the election.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

ARTICLE VI. - BOARDS

6.01. - Advisory boards.
6.02. - Civil service.
6.03. - Planning and Zoning Board.

6.01. - Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the City. Advisory board members must be either residents of the City or owners of businesses located within the confines of the City, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. **No individual shall serve more than two (2) consecutive terms on the same advisory board.** A majority of the members of each advisory board must be residents of the City. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission.

The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

6.02. - Civil service.

A. *Civil Service Board.*

The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

B. *Employees covered by collective bargaining agreement.*

Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

6.03. - Planning and Zoning Board.

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsibilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the City Commission relating to a request for a variance or special use exception, it shall require the City Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VII. - FINANCE AND TAXATION

7.01. - State Law applicable.
7.02. - Independent audits.
7.03. - Preparation and submission of budget.
7.04. - Monthly report of expenditures.
7.05. - State and county law to apply to taxation.
7.06. - Correcting assessments.
7.07. - Bank depositories.

7.01. - State Law applicable.

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

7.02. - Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the City and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the city government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the City Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the City. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the City Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the City government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

7.03. - Preparation and submission of budget.

The City Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the City estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

A. Within the budget year, and

B. Within the five (5) next succeeding years.

In preparing the budget, the City Manager shall review and revise the estimates as he may deem advisable.

A. *Budget message.* The budget message submitted by the City Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the City for the fiscal year and shall describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.

B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the City Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the City. The budget message shall also detail the prospective amounts for municipal projects proposed to be raised by appropriation in the budget and the respective amounts, if any, proposed to be raised by the issuance of bonds and certificates or notes during the fiscal year or thereafter.

C. *Supporting schedules, etc.* Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects as the city manager shall believe to be useful.

D. *Scope of budget; contents.* The budget shall provide a complete financial plan for the fiscal year. It shall contain in tabular form:

1. A general summary;
2. Detailed estimates of all anticipated revenues;
3. Detailed estimates of all proposed expenditures.

E. *Anticipated revenues.* In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each item in the budget of the current fiscal year and amount actually received to the time of preparing the budget, plus receipts for the remainder of the current fiscal year estimated as accurately as possible, plus the amount received for each item in each of the two (2) prior fiscal years.

F. *Proposed expenditures.* In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the current year, and the amount actually expended to the time of preparing the budget, plus the expenditures for the remainder of the current fiscal year estimated as accurately as possible, plus the amounts expended for each item in each of the two (2) prior fiscal years.

G. *Budget and message to be public record.* The budget and budget message and all supporting schedules shall be a public record in the office of the City Clerk open to public inspection.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the City a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

~~If the budget calls for any increase in taxes by the City, the City shall endeavor to send a notice of the date of the final budget meeting to each property owner in the city files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned.~~ The City Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

I. *Vote required to adopt.* The final budget and millage rate shall be adopted by at least three (3) affirmative votes of the Commission.

J. *Effective date; certification.* Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted shall be certified by the City Manager and shall be available for inspection by any and all persons in the office of the City Clerk.

K. *Effective date.* From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriate to the objects and purposes therein named.

L. *Adoption.* The Commission shall by resolution adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by this date, the Commission, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the Commission adopts a budget for the ensuing fiscal year. A resolution adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

M. *Appropriation amendments during the fiscal year.*

1. Supplemental appropriations. If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the Commission, by resolution, may make supplemental appropriations for the year for projects, activities or undertakings deemed necessary by the Commission up to the amount of such excess, provided, however, the resolution to expend such funds receives at least three (3) affirmative votes of the Commission.

2. Reduction of appropriations. If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by resolution reduce one (1) or more appropriations.

3. Limitations; effective date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon its adoption by resolution.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. L, 8-28-06, Election of 11-7-06)

7.04. - Monthly report of expenditures.

At the first Commission meeting of each month, the City Manager shall present a detailed report of the expenditures for the prior month. (Res. No. regarding 92-23, § 2, 9-15-92, Election of 11-3-92; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

7.05. - State and county law to apply to taxation.

The general laws of the State of Florida and the County of Miami-Dade upon the subject of taxation shall apply to and govern in the assessment, levy and collection of taxes of the City and in return and sale of property delinquent therefor and shall also apply and govern with respect to the powers, duties and liabilities of persons and property touching and concerning such taxes, and shall have full force and effect in said city as far as same may be applicable.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

7.06. - Correcting assessments.

All provisions in the Charter relating to local assessment for special assessments are directory and any errors, defects or omissions in assessments, levies, sales or proceedings may be corrected at any time.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

7.07. - Bank depositories.

A. *Designation.* It shall be the duty of the Commission to designate the bank or banks to be depositories for the funds of the City. If there be more than one, the distribution of the several funds shall be made as directed by the Commission.

B. *Bond or Security* All City depositories shall furnish such bond or security as required by State law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VIII. - BORROWING FOR MUNICIPAL PROJECTS

8.01. - State Law applicable.

8.01. - State Law applicable.

Matters pertaining to borrowing for municipal projects shall be governed by State law.

ARTICLE IX. - MISCELLANEOUS

9.01. - Right of eminent domain.
9.02. - Charter amendments.
9.03. - Non-discrimination.
9.04. - Records and accounts to be open to public.
9.05. - Bonds of officers and employees.
9.06. - Oath of office/employment.
9.07. - Scope of authority.
9.08. - North Bay Island zoning.
9.09. - Insurance benefits for elected officials and the City Manager.
9.10. - Retirement System.

9.01. - Right of eminent domain.

The City may exercise the right and power of eminent domain; that is, the right to appropriate property, without the owner's consent, for a public purpose.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.02. - Charter amendments.

A. Except with regard to Charter provisions concerning municipal boundaries, the City of North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The City Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten percent (10%) of the qualified electors of the municipality, draft or have drafted by a method determined by a City of North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of the City of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the City Clerk shall make available a copy of the proposed amendment for examination.

B. Upon adoption of an amendment to the Charter of the City by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.

C. The City may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.

D. The City, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.

E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.03. - Non-discrimination.

No person shall be deprived of any right because of race, religion, sex, sexual orientation, place of origin or physical handicap.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. M, 8-28-06, Election of 11-7-06)

9.04. - Records and accounts to be open to public.

All public records and accounts of every office, department or agency of the City shall be open to inspection as provided by state law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.05. - Bonds of officers and employees.

Any officers or employees of the City **who have check signing authority or access to City accounts** shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the City.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.06. - Oath of office/employment.

Every officer and employee of the City shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city clerk:

> I _____, **a legal resident of the State of Florida,** and being employed by or an officer of the City of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support **and obey** the Constitution **and the laws** of the United States and of the State of Florida**, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the City.**

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.07. - Scope of authority.

The City is hereby authorized and empowered in the manner herein provided to cause any waterway within said City to be bulkheaded; to cause groins or jetties to be constructed along the shore to protect the land area from the effects of tides and winds; to cause boardwalks or other walls or seawalls to be constructed in its public parks and upon or along any property of said City, or in which it has a perpetual easement, or which is dedicated to said City or the public along or near the shore; to cause any and all highways, by whatever designation they may be known, or any part thereof, to be lighted, graded, paved, repaved, macadamized and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway, or part thereof, and/or in any right-of-way or easement granted to or acquired by said City or any dedicated way, and to provide for the payment of the cost thereof through special assessments.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.08. - North Bay Island zoning.

Land use and future development of North Bay Island in the City is hereby restricted to single family residential usage.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

9.09. - Insurance benefits for elected officials ~~and the City Manager~~.

The City of North Bay Village shall not pay life, health and/or dental insurance benefits for the elected City officials and/or their family dependents without prior approval by the electorate at a referendum.

(Res. No. R91-28, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

> **Editor's note—** It should be noted that Res. No. R92-28, adopted Sept. 15, 1992 and approved by the electorate on Nov. 3, 1992, provided that, effective as of Oct. 1, 1992, the City Manager shall be entitled to the same health and dental insurance benefits provided to other full-time city employees.

9.10. - Retirement System.

The Commission may establish and create by ordinance a retirement system for any or all groups of officers, agents or employees of the City.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE X. - TRANSITION

10.01. - Title of Charter.
10.02. - Effective date.
10.03. - Ordinances and state and county law unimpaired.
10.04. - Rights and privileges of officers, etc., not impaired.
10.05. - Pending matters.
10.06. - Contracts and public improvements.
10.07. - Pending suits and proceedings not affected.
10.08. - Former acts confirmed.
10.09. - Continuations of existing laws.
10.10. - Transition ordinances.
10.11. - Resolving conflicts within charter.
10.12. - Severability clause.
10.13. - Revision provision.

10.01. - Title of Charter.

This Charter adopted by the people of the City shall be known as and may be cited as the Charter of the City. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.

10.02. - Effective date.

If approved by the City's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on November 7, 2006.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)

10.03. - Ordinances and state and county law unimpaired.

Nothing in this Charter shall be so construed as to alter, abolish, affect or amend the following: (1) Any of the laws of this state now in force or which hereafter (shall) be enacted relative to towns and cities of the state, incorporated under the general law; or (2) any of the laws of Miami-Dade County; (3) any of the ordinances of the City, now in force under the municipal government of the City, except for those that are in conflict with the provisions of this Charter, and these conflicting ordinances are hereby repealed. All such state and county laws and all nonconflicting ordinances of the City are hereby declared to be in full force and effect.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.04. - Rights and privileges of officers, etc., not impaired.

Nothing contained in this Charter, except as specifically provided, shall affect or impair the rights or privileges of any officer or employee of the City or of any office, department or agency existing at the time when this Charter shall take effect, or any provision of law in force at the time when this Charter shall take effect and not inconsistent with the provisions of this Charter, in relation to the duties, responsibilities and emoluments of officers and employees of the City. This provision shall not be construed to vest in any officer or employee any right or rights not specifically vested herein.

10.05. - Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the City shall continue in accordance with their terms and, to the extent applicable, the Charter of the City as in existence at the time of their occurrence or imposition, as applicable.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.06. - Contracts and public improvements.

All contracts entered into by the City, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or Charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and Charter provisions.

10.07. - Pending suits and proceedings not affected.

No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the City or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

10.08. - Former acts confirmed.

All acts and proceedings of the various officers and employees of the City before the approval of this Charter are hereby approved, confirmed and validated as of the dates the same were made or done.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.09. - Continuations of existing laws.

Insofar as the provisions of this Charter are the same in terms or in substance and effect as provisions of law in force when this Charter shall take effect, relating to or affecting the City, the provisions of this Charter are intended to be not a new enactment but a continuation of such provisions of law and this Charter shall be so construed and applied.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.10. - Transition ordinances.

The Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first Commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter such ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

10.11. - Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the city attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.12. - Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.13. - Revision provision.

A. This Charter of the City must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet the approval of the qualified electors of the City at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

B. It shall be the duty of the Planning & Zoning Board, in cooperation with the City Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the City Commission at maximum intervals of five years commencing in 2013.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06)

10.14. – Violation.

City officials and employees shall follow the provisions of this Charter.

CITY OF NORTH BAY VILLAGE
ADVISORY CHARTER REVIEW BOARD
MINUTES OF THE JUNE 4, 2012 MEETING

1. CALL TO ORDER

Advisory Charter Review Board Members in attendance:
Robert Pushkin, Chair
Alvin Blake, Vice Chair
Max Crown
Jorge Gonzalez
Roy Martayan
Tony Crapp (public member)

Also Present: Mayor Connie Leon-Kreps
City Manager Dennis Kelly
City Attorney Nina Boniske
City Clerk Yvonne P. Hamilton

As a quorum was determined to be present, Chair Robert Pushkin called the meeting to order at 6:07 p.m.

2. NEW BUSINESS

A. CONTINUATION OF REVIEW OF NORTH BAY VILLAGE CHARTER

Section 3.04 - Compensation

The Vice Chair Alvin Blake suggested a minimal increase to the salary for members of the City Commission rather than reducing it, since there is a recommendation to remove the cost of living adjustment. The Chair Pushkin Pushkin cautioned that the public will not be favorable to even a minimal increase. City Manager Kelly suggested that the ballot question concerning any salary increase should be separated from the other questions. He noted that information will be provided to the public to explain the revisions to the Charter. Member Crown suggested that the current salary should remain instead of providing future increases.

A motion was offered by the Vice Chair Alvin Blake and seconded by the Chair Robert Pushkin to increase the salary of commissioners to Five Hundred and Twenty-Five Dollars ($525) per month and Six Hundred and Fifty Dollars ($650) per month for the Mayor. The votes were as follows: Jorge Gonzalez-Yes, Max Crown-Yes, Robert Pushkin-Yes, and Alvin Blake-Yes. The motion carried 4-0.

Section 3.06 – Limitation of powers of the Commission

Member Crown felt that any increase in property taxes should be by a supermajority vote of the Commission. Discussion took place as to whether the 20% referenced in Section 3.06 should be of the general fund, the annual budget or the total operating budget. Chair Pushkin spoke about the difficulty that would be experienced in getting the voters to approve expenditures considering the state of the economy. Mr. Crown felt that it should be up to the voters to decide, rather than three members of the Commission.

The Chair Robert Pushkin left the meeting at 7:38 p.m.

A motion was offered by the Vice Chair Alvin Blake and seconded by the Chair Robert Pushkin to add the words "total operating" to be placed in front of the words "annual budget" in Section 3.06(A), (B) and (C). The votes were as follows: Jorge Gonzalez-Yes, Max Crown-Yes, Robert Pushkin-Yes, and Alvin Blake-Yes. The motion carried 4-0.

Section 3.06(K) – Nepotism

City Attorney Boniske explained that the proposed revision would cover the first and second line of relationships by blood and marriage, which would address spouses and their parents.

A motion was offered by Max Crown and seconded by the Chair Robert Pushkin to add the word "up" after the word "related" in the first line of Section 3.06(K). The votes were as follows: Robert Pushkin-Yes, Alvin Blake-Yes, Jorge Gonzalez-Yes, and Max Crown-Yes. The motion carried 4-0.

Section 3.07 - Vacancies, forfeiture of office; filling of vacancies on the Commission

A motion was offered by the Vice Chair Alvin Blake and seconded by Jorge Gonzalez to amend Section 3.07(E)(a) by inserting the word "then" in the third line after "and" and to insert "and" in the second and third lines after "Mayor" and "interim" before "Vice Mayor" in Section 3.07(E)(b) in the first, second and third lines. The votes were as follows: Max Crown-Yes, Jorge Gonzalez-Yes, Robert Pushkin-Yes, and Alvin Blake-Yes. The motion carried 4-0.

(a) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and **then** the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(b) The Commissioner serving as interim Mayor, or **interim** Vice Mayor, shall serve as Mayor, or Vice Mayor, until the newly elected or appointed Mayor, **and/**or **interim** Vice Mayor, is sworn in as Mayor, or Vice Mayor. The interim Mayor, **and/**or **interim** Vice Mayor, shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

Roy Martayan arrived at 6:20 p.m.

Section 3.08(B)(2) – Procedure

A motion was offered by the Chair Alvin Blake and seconded by Roy Martayan to change the word "three" to "four" in Section 3.08(B)(2). The votes were as follows: Robert Pushkin-Yes, Roy Martayan-Yes, Jorge Gonzalez-Yes, Max Crown-Yes, and Alvin Blake-Yes. The motion carried 5-0.

Section 3.08(C)(2)

A motion was offered by the Chair Robert Pushkin and seconded by the Vice Chair Alvin Blake to remove the word "of" from the third line in Section 3.08(C)(2) and insert the words "prior to". The votes were as follows: Jorge Gonzalez-Yes, Max Crown-Yes, Roy Martayan-Yes, Alvin Blake-Yes, and Robert Pushkin-Yes. The motion carried 5-0.

2. Each ordinance or resolution shall be introduced by a member of the Commission or the City Manager, the City Attorney or the City Clerk, so long as the information is provided within ~~48 hours~~ **three (3) business days prior to** ~~of~~ the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith.

The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the City of North Bay Village . . . "

Section 3.06(H)

A discussion took place as to whether there should be an amendment to the City Charter to require the City Manager to hire consultants. It was mentioned that the City Manager could hire consultants as long as the amount for the services was within his spending authority. It was noted that Section 3.01 charges the Commission with hiring all consultants.

Section 4.03 – Nepotism

A motion was offered by the Vice Chair Alvin Blake and seconded by Roy Martayan to add the word "up" after the word "related" in Section 4.03. The votes were as follows: Jorge Gonzalez-Yes, Robert Pushkin-Yes, Max Crown-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 5-0.

Section 5.05 – Nomination of Commission Members and Mayor

A motion was offered by the Vice Chair Alvin Blake and seconded by Roy Martayan to capitalize the "M" in the word "Mayor" in Section 5.05(A). The votes were as follows: Jorge Gonzalez-Yes, Robert Pushkin-Yes, Max Crown-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 5-0.

Section 5.14 – City employees soliciting votes

Member Crown suggested that employees be prohibited from soliciting votes during an election. Concerns were expressed regarding City employees soliciting votes while off duty and still in uniform, which could be intimidating. The City Attorney referred the Board to Section 104.31 of the Florida Statutes regarding political activities of municipal employees.

A motion was offered by the Vice Chair Alvin Blake and seconded by Roy Martayan to add the following language from Section 104.31 of the Florida Statutes to Section 5.14 in the fourth line after the word "City": "or use his or her official authority or influence for the purpose of interfering with an election or a nomination or office of or coercing or influencing another person's vote or affecting the result thereof". The votes were as follows: Robert Pushkin-Yes, Jorge Gonzalez-Yes, Max Crown-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 5-0.

It shall be unlawful for any paid non-elective employees of the City while on duty **or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the City** to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the City **or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office of or coercing or influencing another person's vote or affecting the result thereof**. Any employee violating the provisions of this section shall be subject to immediate dismissal.

Section 6.01 – Advisory Boards

A motion was offered by Jorge Gonzalez and seconded by the Vice Chair Alvin Blake to change the word "any" to "same" in the added language. The votes were as follows: Max Crown-Yes, Roy Martayan-Yes, Robert Pushkin-Yes, Alvin Blake-Yes, and Jorge Gonzalez-Yes. The motion carried 5-0.

The Commission may by ordinance establish advisory boards to assist the Commission or the City. Advisory board members must be either residents of the City, or owners of businesses located within the confines of the City, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. **No individual shall serve more than two (2) consecutive terms on the same advisory board.** A majority of the members of each advisory board must be residents of the City. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission.

Member Martayan was of the opinion that certain advisory boards could assume the functions of other existing boards or that a committee like Animal Control could be managed by Code Enforcement or the City Manager.

The Vice Chair Alvin Blake questioned the authority given to the advisory boards/committees to recommend the removal of their members.

City Attorney Boniske clarified that the Charter provides for the City Commission to remove members from Advisory Boards and Committees and the City Code allows those boards to make a recommendation to the City Commission for removal of their members.

Section 6.03 – Planning and Zoning Board

Member Crown suggested that Building Permits or zoning changes should not be granted to properties that have unpaid property taxes or fines. City Attorney Boniske advised that the Florida Building Code governs the issuance of Building Permits. She also noted that the City Code already prohibits the issuance of Building Permits when there are outstanding fines. Regarding unpaid property taxes, it was discussed that property owners may be involved in dispute with the Property Appraisers Office and may have legitimate claims and that the City cannot control property taxes.

Section 7.03(M) – Appropriations amendments during fiscal year

Member Crown pointed out that the Charter allows excess budgeted funds to be spent; and since the Charter trumps the City Code, the section of the code which declares 20% for emergencies is useless. He spoke about his preference for the creation of an emergency fund to be used for true emergencies such as hurricanes. He suggested that the provision of the Charter should be consistent with that of the City Code.

Section 9.05 – Bonds of officers and employees

Discussion was held regarding the need for City employees who sign checks or are directly involved with the accounts of the City to be covered by a bond.

A motion was offered by Roy Martayan and seconded by Jorge Gonzalez to add the following language to Section 9.05 in the first line after the word "City"; "who has check signing authority or access to City accounts". The votes were as follows: Alvin Blake-Yes, Max Crown-Yes Jorge Gonzalez-Yes, and Roy Martayan-Yes. The motion carried4-0.

Section 9.10 – Retirement System

Member Crown questioned the meaning of the word "officers" as used in Section 9.10. He suggested that the words "any or all groups of officers, agents or" be removed from the section. A motion was offered by Mr. Crown to remove the language and it died for lack of a second.

Section 10.13 – Revision provision

Vice Chair Blake asked if it was appropriate to include review of the Zoning Code at the same time the Charter is being reviewed in an effort to ensure that it is done, since there have been problems with reviewing the Code on a timely basis. It was mentioned that the City Code currently provides for the Planning & Zoning Board to review the Zoning Code every five years.

A motion was offered by the Vice Chair Alvin Blake and seconded by Roy Martayan to amend Section 10.13 by adding the language of the City Code for reviewing the Zoning Code. The votes were as follows: Max Crown-Yes, Jorge Gonzalez-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 4-0.

A motion was offered by Jorge Gonzalez and seconded by Roy Martayan to include a memorandum from the Chair to the City Commission with the recommended revisions to the Charter. The votes were as follows: Max Crown-Yes, Alvin Blake-Yes, Jorge Gonzalez-Yes, and Roy Martayan-Yes. The motion carried 4-0.

Member Crown suggested that a provision should be added to address City employees and members of the City Commission who violate the Charter. It was pointed out that violations by employees will be handled pursuant to the Personnel Rules & Regulations and the State Attorney usually intervenes when there is a violation by a member of the City Commission.

A motion was offered by Max Crown and seconded by Jorge Gonzalez to add a new Section 10.14 to the City Charter to read as follows: "City officials and City employees shall follow the provisions of this Charter. The votes were as follows: Roy Martayan-Yes, Alvin Blake-Yes, Jorge Gonzalez-Yes, and Max Crown-Yes. The motion carried 4-0.

3. APPROVAL OF MINUTES

A. REGULAR MEETING – APRIL 23, 2012

A motion was offered by Roy Martayan and seconded by Jorge Gonzalez to approve the Minutes as submitted. All voted in favor, and the motion carried 4-0.

A. REGULAR MEETING – MAY 16, 2012

A motion was offered by Jorge Gonzalez and seconded by Max Crown to approve the Minutes as submitted. All voted in favor and the motion carried 4-0.

4. ADJOURNMENT

The meeting adjourned at 8:18 p.m.

Prepared and submitted by: Yvonne P. Hamilton, CMC
City Clerk

Adopted by the Advisory Charter Review Board
this _____ day of _____.

_____
Robert Pushkin, Chairman

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

CITY OF NORTH BAY VILLAGE
ADVISORY CHARTER REVIEW BOARD
MINUTES OF THE APRIL 23, 2012 MEETING

1. CALL TO ORDER

Advisory Charter Review Board Members in attendance:
Robert Pushkin, Chair
Alvin Blake, Vice Chair
Max Crown
Roy Martayan
Tony Crapp (public member)

Member Jorge Gonzalez was absent.

Also Present: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Richard Chervony
City Manager Dennis Kelly
City Attorney Nina Boniske
City Clerk Yvonne P. Hamilton
Resident Reinaldo Trujillo

As a quorum was determined to be present, Chair Robert Pushkin called the meeting to order at 6:05 p.m.

2. CONTINUATION OF REVIEW OF NORTH BAY VILLAGE CHARTER

The Chair Robert Pushkin commenced the meeting with review of the Charter at Section 2.1. He informed the board that an amendment to the Charter was passed many years ago which adopted the name "City of North Bay Village". Member Martayan felt that efforts could be made to improve the City rather than change the name which provides certain identity. Member Crown pointed out that the name has been somewhat notorious, and it should be changed to something better to re-invent the City. He suggested that the matter be put before the citizens to obtain different ideas. Member Blake discussed the reason for addition of "City" to the name to give recognition. Chair Pushkin suggested that "North Bay Village" be used, even though he was happy with the name "City of North Bay Village".

3A(1)

A motion was offered by Roy Martayan and seconded by Alvin Blake to change "City of North Bay Village" to "North Bay Village". The votes were as follows: Max Crown-No, Robert Pushkin-Yes, Alvin Blake-Yes, and Roy Martayan-Yes. The motion carried 3-1.

Section 3.01(B).

A motion was offered by Robert Pushkin and seconded by Alvin Blake to add "City Clerk" to Section 3.01(B). All voted in favor and the motion carried 4-0.

A. ***City Commission; powers and composition.*** **There shall be a city Commission with all legislative powers of the City vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the City.**

B. ***Appointments by Commission.*** **The Commission shall appoint the city manager, city attorney, City Clerk and all consultants.**

Section 3.02 Qualifications

Member Martayan introduced discussion on Section 3.02 for adoption of stricter guidelines and restrictions on candidates running for office of City Commissioner or Mayor to ensure property taxes are paid; no felony convictions exist; and to confirm residency. The City Attorney will submit information on candidacy residency requirements from other municipalities and restrictions on voting rights. She advised the board on equal protection and constitutional issues regarding voting rights.

Section 5.04, Commission Members Residency Requirements

City Attorney Boniske informed the board that the courts have upheld the one-year residency requirement.

A motion was offered by Roy Martayan and seconded by Robert Pushkin to amend Section 5.04 to change the minimum residency requirement from six months to one year. All voted in favor and the motion carried 4-0.

3A(2)

The City shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the City. 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 ~~six (6)~~ one (1) year months 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 City.

The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the City for a period of not less than ~~six (6) months~~ 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 City. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each City Commissioner will be for four years, on a staggered basis to be established as follows:

Section 3.04 Compensation

A motion was approved at the last meeting to strike the following language: "Compensation will be adjusted at the applicable Consumer Price Index as provided by the Department of Labor, effective each year commencing October 1, 2007.

Compensation. **Each Commission member will be compensated six thousand dollars ($6,000.00) per year payable at five hundred dollars ($500.00) per month. The Mayor will be compensated seven thousand five hundred dollars ($7,500.00) per year payable at six hundred and twenty five dollars ($625.00) per month. Compensation will be adjusted at the applicable Consumer Price Index as provided by the Department of Labor, effective each year commencing October 1, 2007.**

City Attorney Boniske referred to an amendment to the Charter in 2006 which provided for a salary adjustment commencing in 2007 based on the Consumer Price Index (CPI). She explained that the salaries would return to $6,000 annually for Commissioners and $7,500 for the Mayor if the CPI were removed. Discussion took place regarding the appropriate time to adjust the salaries. Members Crown and Martayan concurred that application of the CPI makes it cumbersome to figure out the budget.

3A(3)

Resident Reinaldo Trujillo explained that the CPI had been the method used for adjusting the salaries which were very low at that time, since there had not been an increase for many years.

The idea was to grant the increase each October 1 similar to the Cost of Living Increase that was granted to City employees. Vice Mayor Lim asked if the board had debated on actual figures. Resident Trujillo responded that the City Attorney was asked to research the matter and calculate the CPI adjustment based on the last increase from the annual salary of $3,000 for the Mayor and $2,400 for Commissioners. Mayor Leon-Kreps suggested that the salaries of other cities be looked at and consideration be given to the fact that members of the Commission in other cities have benefits such as the use of a vehicle and full-time aides. Commissioner Chervony thought that the salary should be sufficient to compensate for the normal expenses associated with the job. It was suggested that the Salary Benefit Package prepared by the Miami-Dade League of Cities be looked at as a comparison.

Section 3.06(C)

Member Crown suggested that a super-majority vote of the City Commission should be required in order to raise taxes and sell or purchase real property as a safeguard to avoid a purchase similar to that of the Dr. Paul Vogel Park. It was noted that purchase of the park was approved through a bond referendum. Discussion took place regarding the Charter requirement for a bond referendum to finance capital improvement projects that cost in excess of 20 percent of the current annual budget and whether the amount should be increased or decreased. The question was asked whether or not the "excess of 20 percent" referred to each separate fund, to the general fund, or to the total overall budget. It was suggested that the amount should be reasonable so that it does not interfere with the day to day operations of the City.

3.06(G)

A motion was approved at the previous meeting to add "City Clerk" to this section.

> ***Appointments or removal of city personnel prohibited.*** **Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any city employee (other than the City Manager, the City Clerk and the City Attorney, as provided herein), or any person who is duly appointed by the city manager, in accordance with Section 4.01 (G)(2) of this Charter; except that the City Manager shall submit appointments of all department heads to the Commission for approval.**

3A(4)

3.06(J)

A motion was offered at the previous meeting to add a section "J" with the following language at the end of the paragraph, "and for a term of two (2) years after".

> **Other Commissioner remunerative position. No Commissioner shall be appointed to any other remunerative position with the City during his term of office and for a term of two (2) years after.**

3.06(D)

A motion was offered by Alvin Blake and seconded by Roy Martayan to strike the words "procedures set forth above" and add City Charter. The votes were as follows: Max Crown-Yes, Robert Pushkin-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 4-0.

> ***Filling of vacancies on City Commission.*** **Any vacancy occurring for a City Commissioner shall be filled by the vote of the majority of the remaining members of said City Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general City election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the City Commission shall fail or refuse to fill such vacancy within 30 days after it occurs, and if no general City election will be held within 90 days after the expiration of said 30 days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the ~~procedures set forth above~~ City Charter.**

3.08(C)(2)

Discussion took place regarding the timeliness of providing resolutions and ordinances for the agenda of the City Commission Meetings 48 hours prior to the meeting. The matter of emergency ordinances was discussed and City Attorney Boniske pointed out that State Law addresses emergency ordinances and resolutions, so provisions could be incorporated into the Charter to make the procedures for emergency ordinances comply with those laws.

3A(5)

A motion was offered by Robert Pushkin and seconded by Alvin Blake to change 48 hours to 3 working days. The votes were as follows: Roy Martayan-Yes, Max Crown-Yes, Alvin Blake-Yes and Robert Pushkin-Yes. The motion carried 4-0.

> **Each ordinance or resolution shall be introduced by a member of the Commission or the City Manager, the City Attorney or the City Clerk, so long as the information is provided within ~~48 hours~~ three (3) working days of the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the City of North Bay Village . . . "**

Section 4.01(H)

A motion was approved at the last meeting to add a new Section "H" pertaining to the City Manager's employment as follows:

> **H. Outside employment shall be approved by the City Commission prior to commencement."**

Section 5.02

Member Crown initiated discussion regarding the definition of "bona fide". He suggested that the language should be clear to avoid confusion. City Attorney Boniske informed the board about State regulations as to who are allowed to vote.

Section 5.05(C)

Chair Pushkin stated that it should be certain that the nominating petitions used by candidates for office are the ones prepared and distributed by the City Clerk's Office.

A motion was offered by Robert Pushkin and seconded by Max Crown to add the following language, "provided by the City Clerk". The votes were as follows: Alvin Blake-Yes, Roy Martayan-Yes, Robert Pushkin-Yes, and Max Crown-Yes. The motion carried 4-0.

3A(6)

The signatures on the nominating petition, provided by the City Clerk, 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 shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of the City 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)_____

Section 5.07

A motion was offered by Robert Pushkin and seconded by Max Crown to amend Section 5.07 to change the candidate filing fee from $100 to $250. The votes were as follows: Roy Martayan-Yes, Alvin Blake-Yes, Max Crown-Yes, and Robert Pushkin-Yes. The motion carried 4-0.

3A(7)

A nonrefundable filing fee of ~~one hundred dollars ($100.00)~~ Two Hundred and Fifty Dollars must be deposited with the City 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 City.

Section 5.14

Discussion took place regarding political activities of employees during City elections. City Attorney Boniske distributed provisions of the Florida Statutes, which prohibits municipal employees from engaging in political activities while they are on duty. (The document was entered into the record as Exhibit 1)

A motion was offered by Alvin Blake and seconded by Roy Martayan to include language to prohibit City employees from engaging in political activities while on duty. The votes were as follows: Robert Pushkin-Yes, Max Crown-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 4-0.

It shall be unlawful for any paid non-elective employee of the City while on duty to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the City while on duty. Any employee violating the provisions of this section shall be subject to immediate dismissal.

City Attorney Boniske distributed copies of Miami-Dade County Nepotism Policy which was entered into the record as Exhibit 2.

The board will commence with review of Section 6.01 at the next meeting tentatively scheduled for May 7, 2012.

Mr. Trujillo, Resident and Chair of the Planning & Zoning Board, requested that the Advisory Charter Review Board support an amendment to the Charter that would require review of the City's Zoning Code to coincide with review of the Charter. It was noted that review of the Zoning Code would call for amendments to the Land Development Regulations and would require input from the City Planner which could be very costly. City Manager Kelly informed the board that the City Planner will be updating the Evaluation and Appraisal Report and will provide information on review of the Zoning Code at that time.

3A(8)

3. ADJOURNMENT

A motion was offered by Vice Chair Alvin Blake and seconded by Chair Robert Pushkin to adjourn. The meeting adjourned at 8:02 p.m.

Prepared and submitted by: Yvonne P. Hamilton, CMC
City Clerk

Adopted by the Advisory Charter Review Board
this _____ day of _____.

_____
Robert Pushkin, Chairman

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

3A(9)

CITY OF NORTH BAY VILLAGE
ADVISORY CHARTER REVIEW BOARD
MINUTES OF THE MAY 16, 2012 MEETING

1. CALL TO ORDER

Advisory Charter Review Board Members in attendance:
Robert Pushkin, Chair
Alvin Blake, Vice Chair
Max Crown
Jorge Gonzalez
Roy Martayan
Tony Crapp (public member)

Also Present: Mayor Connie Leon-Kreps
City Manager Dennis Kelly
City Attorney Nina Boniske
City Clerk Yvonne P. Hamilton
Resident Mario Garcia

As a quorum was determined to be present, Chair Robert Pushkin called the meeting to order at 6:15 p.m.

2. NEW BUSINESS

A. CONTINUATION OF REVIEW OF NORTH BAY VILLAGE CHARTER

The review commenced with **Section 6.01 Advisory Boards**

Member Alvin Blake introduced discussion on the implementation of a process for the Commission to remove advisory board members for not complying with the attendance required according to the regulations, by placing the matter on the agenda of the Commission Meeting, rather than giving the responsibility to the boards. City Attorney Boniske reminded Mr. Blake of the city's regulations for the advisory boards to recommend removal of members for non- attendance and for the Commission to remove members on its own.

3B(1)

Chair Pushkin felt that a citizen should not serve on more than one advisory board. He opined that the City Commission and the administration should undertake the job of recruiting members so to provide diverse representation on the boards. Member Martayan was of the opinion that a person should not serve more than two terms on the same board. Member Blake felt that limitations should not be placed on the people who want to serve, especially when there are empty seats on the various boards.

Member Gonzalez noted that he was informed about the vacancy on the Planning & Zoning Board by Vice Mayor Lim during a meeting of his condominium association; and he suggested that the vacancies on the boards be communicated to the condominium associations.

A motion was offered by the Chair Robert Pushkin and seconded by Jorge Gonzalez that no individual shall serve more than two consecutive terms on any advisory board. The votes were as follows: Roy Martayan-Yes, Max Crown-Yes, Alvin Blake-Yes, Roy Martayan-Yes, and Robert Pushkin-Yes. The motion carried 5-0.

6.01. - Advisory boards.

Recommended revised section:

The Commission may by ordinance establish advisory boards to assist the Commission or the City. Advisory board members must be either residents of the City, or owners of businesses located within the confines of the City, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. **No individual shall serve more than two (2) consecutive terms on any advisory board.** A majority of the members of each advisory board must be residents of the City. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

3B(2)

Section 6.02 – Civil Service

Chair Pushkin suggested that Section 6.02 be removed since employees are covered by the collective bargaining unit. City Attorney Boniske pointed out that not every employee is a member of a union and the provision does not make it mandatory but gives the Commission the opportunity to create a Civil Service Board.

Section 6.03 – Planning & Zoning Board

Section 6.03 was discussed. No changes were recommended.

Section 7.04 – Monthly Report of Expenditures

Discussion took place regarding the Charter provision to submit a monthly report of expenditures and the timeliness of the submittal of the monthly financial report. City Manager Kelly explained that the financial report is delayed due to the fact that the prior month financial reporting may not be completed in time for a complete report to be presented to the Commission on the second Tuesday of the month. He suggested that there be a 30-day lead time. It was discussed that missing information could be provided in the next month's report.

7.03(H) – Notice of Final budget meeting

Discussion ensued regarding the need for the second paragraph in Section 7.03(H) and whether it was ever adhered to. It was noted that this provision has not been followed since it is a duplication of State law as TRIM notices are addressed by State regulations pursuant to Section 7.01 of the Charter.

A motion was offered by the Vice Chair Alvin Blake and seconded by the Chair Robert Pushkin to remove the second paragraph of Section 7.03(H). The votes were as follows: Roy Martayan-Yes, Max Crown-Yes, Jorge Gonzalez-Yes, Alvin Blake-Yes, and Robert Pushkin-Yes. The motion carried 5-0.

3B(3)

Recommended revised section:

Notice of final budget meeting. At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the City a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

~~**If the budget calls for any increase in taxes by the City, the City shall endeavor to send a notice of the date of the final budget meeting to each property owner in the city files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned. The City Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.**~~

Section 7.07 – Bank depositories.

The need for the City to do business with a bank that is in closer proximity was discussed.

Section 9.01 – Right of Eminent Domain.

The regulations governing eminent domain were discussed and City Attorney Boniske explained that private property can only be condemned for public purpose.

Member Crown then commenced discussion on the matter of the police budget being over 60% of the City's total budget, the Chief not reducing the budget but hiring an Assistant Chief, and there being more chiefs than Indians in the department. Mayor Leon-Kreps asked Mr. Crown if he had a proposal for decreasing the budget. He proposed that the matter be addressed in the Charter. Member Martayan pointed out that Miami Beach's police department also consumes a high percentage of their budget, and he suggested that the issue should be handled by the Police Chief, the Commission, and the City Manager during preparation of the budget.

City Manager Kelly noted that the City is conducting a survey of the budgets of similar cities. He cautioned against addressing the issue without looking at the characteristics of the city as other factors come into play such as level of service, demographics, and other unique aspects.

3B(4)

Member Crown discussed the cost borne by the City for officers who work with the Drug Enforcement Agency. He expressed concern that the City pays out money and gets nothing in return since monies brought in by the efforts of those officers go to the Police Department rather than for use by the City. He suggested that the City should be reimbursed for the cost of the police cars and those other things that could be paid from forfeiture funds. City Attorney Boniske clarified that certain things cannot be paid from forfeiture funds.

Mr. Crown asked about the current balance in the forfeiture account and spoke about the fact that the City has to pay the County for the titles to the police vehicles after the titles are cleared. Mr. Blake suggested that Mr. Crown address the matter at the Citizens Budget & Oversight Board Meeting.

Section 9.03. Non-discrimination

Discussion ensued as to whether all of the classes were addressed. City Attorney Boniske pointed out that the Federal Protected Classes should be included.

Section 9.05 Bonds of officers and employees

Member Blake suggested that City officials with check signing authority should be covered by a bond. It was noted that only the Finance Director is covered by a bond.

9.06. - Oath of office/employment.

Chair Blake suggested that employees should swear or affirm to observe the provisions of the Charter and Ordinances of the City, as well.

A motion was offered by Alvin Blake and seconded by Jorge Gonzalez to add charter and ordinances to the Oath of Office. The votes were as follows: Roy Martayan-Yes, Jorge Gonzalez-Yes, Max Crown-Yes, Robert Pushkin-Yes, and Alvin Blake-Yes. The motion carried 5-0.

Recommended revised section:

Every officer and employee of the City shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city clerk:

3B(5)

I _____, **a citizen of the State of Florida and of the United States of America, and** being employed by or an officer of the City of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, **and that I will, in all respects, observe the provisions of the Charter and Ordinances of the City.**

It was suggested that language, such as "authorized non-citizen" be included to address those employees who are not citizens. The City Attorney will check the Florida Statutes for consistency with the oath.

The Chair Robert Pushkin recessed the meeting at 7:36 p.m.

Section 9.07 Scope of Authority

The issue of the City having the right to expend funds to address problems like fixing of the seawall to prevent erosion was discussed, as well as the prevention of private property owners from certain actions without the City having control.

Section 9.08 North Bay Island Zoning

Member Crown suggested that Section 9.08 be stricken from the Charter. Member Blake discussed the reason for the provision to provide for a mixture of development in the City with mixed use on Treasure and Harbor Island and restricted single-family use on North Bay Island to prevent high-rise from being built in that area. City Attorney Boniske explained that the provision prevents rezoning of the area for multi-family use without a referendum. Mr. Crown suggested that the other islands should be added in that case.

Section 9.09 Insurance Benefits for elected officials ~~and the City Manager~~

A motion was offered by Roy Martayan and seconded by the Vice Chair Alvin Blake to remove the language "and the City Manager" from the title of Section 9.09. The votes were as follows: Max Crown-Yes, Robert Pushkin-Yes, Jorge Gonzalez-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 5-0.

The board went over the recommended changes to the Charter:

3B(6)

Section 2.01 Corporate limits.

Removal of "from time to time hereafter" and addition of **in the future**.

Recommended revised section:

The municipal corporation of the City shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and ~~**from time to time hereafter**~~ **in the future** within the following boundaries in Miami-Dade County, Florida, to wit:

Section 3.01 City Commission

Addition of "City Clerk" after City Manager in Section 3.01(B).

Recommended revised section:

Appointments by Commission. The Commission shall appoint the city manager, **city clerk,** city attorney and all consultants.

Member Crown wondered about the reason why "City" was added in front of "North Bay Village" and whether or not it was worthwhile to change it since there would be a cost involved to change the emblem and anything else associated with the name. It was discussed whether a name change would make a difference when applying for grants and whether the area would still be a legal municipal corporation under Florida law. It was suggested that a study could be conducted to determine the cost involved and be presented to the commissioner who suggested the change so that the change can be determined based on the cost. Mr. Crown mentioned that discussion was held at the Commission Retreat about the image that the City wants to present and the Chief had also suggested changing the name to "Island of North Bay Village". It was noted that all types of different terms and connotations are used, and all are defined as municipalities.

Roy Martayan rescinded the previous motion made at the April 23, 2012 meeting to change the name to "North Bay Village" and Max Crown seconded the motion.

Further discussion ensued as to the implications that a change to the name of the City would have considering that everything would have to be changed to reflect the new name and the importance of branding the image of the City. Regarding the cost factor and the budget impact, it was pointed out that the recommended Charter revisions are to be submitted to the Election Department by July 24, 2012. It was suggested that the matter be turned over to the Commission for further consideration because money would be involved.

Section 3.04. Compensation.

The Chair Robert Pushkin suggested that members of the Commission should not be able to increase their salaries until the time of the Charter revision pursuant to Section 10.13 of the City Charter. City Attorney Boniske reminded Mr. Pushkin that the Board had previously recommended removal of the cost of living increase which would prevent new commissioners from receiving a salary increase. No action was taken on this matter after further discussion.

Section 3.06(G) – Appointments or removal of city personnel prohibited.

" **the City Clerk**" was added in the third line after City Manager.

Recommended revised section:

Appointments or removal of city personnel prohibited. Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any city employee (other than the City Manager, **the City Clerk** and the City Attorney, as provided herein), or any person who is duly appointed by the city manager, in accordance with Section 4.01(G)(2) of this Charter; except that the City Manager shall submit appointments of all department heads to the Commission for approval.

Section 3.06(J)

"**and for a term of two (2) years thereafter**" was added at the end of the sentence.

Recommended revised section:

Other Commissioner remunerative position. No Commissioner shall be appointed to any other remunerative position with the City during his term of office **and for a term of two (2) years thereafter**.

Section 3.06(K) - Nepotism

Discussion took place regarding the appropriate language to be used to prohibit the hiring of relatives that would result in direct supervision such as a department head supervising his/or her spouse. The Florida Statutes definition of relative was discussed. It was noted that the provision in the City Charter affects relationship by blood, not by marriage.

Member Max Crown was excused from the meeting at 8:54 p.m.

A motion was offered by the Vice Chair Alvin Blake and seconded by Roy Martayan to add the word "affinity" to Section 3.06(K). The votes were as follows: Robert Pushkin-Yes, Jorge Gonzalez-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 4-0.

Recommended revised section:

Nepotism. No person related to the second degree of consanguinity **or affinity** to a Commissioner shall be eligible to hold a remunerative position with the City. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

4.03 Nepotism

A motion was offered by Jorge Gonzalez and seconded by Roy Martayan to add "or affinity" to the first line of Section 4.03 after consanguinity. The votes were as follows: Robert Pushkin-Yes, Robert Pushkin-Yes, Roy Martayan-Yes, and Jorge Gonzalez-Yes. The motion carried 4-0.

3B(9)

Recommended revised section:

No person related to the second degree of consanguinity **or affinity** to an elected or appointed City official (department head and above) shall be eligible to hold a remunerative position with the City. Any appointed City official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the City Commission.

3.07(D)

The language **"procedures set forth above"** was recommended for removal and **"the City Charter"** was recommended to be inserted.

Recommended revised section:

D. *Filling of vacancies on City Commission.* Any vacancy occurring for a City Commissioner shall be filled by the vote of the majority of the remaining members of said City Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general City election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the City Commission shall fail or refuse to fill such vacancy within 30 days after it occurs, and if no general City election will be held within 90 days after the expiration of said 30 days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the ~~**procedures set forth above**~~ **the City Charter**.

Section 3.07(G) – Extraordinary vacancies.

"D above and each election shall be held in the same manner as the election held pursuant to the City Charter" was recommend for removal and **"Section 3.07(D)** was recommended to be inserted.

3B(10)

Recommended revised section:

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in ~~D~~ **Section 3.07(D)**. ~~**above and such election shall be held in the same manner as the election held pursuant to the previous City Charter.**~~

3.08 (C)(2) - Procedures for adoption of ordinances and resolutions.

""48 hours" was recommended for removal and **"three (3) business days" was** recommended for insertion.

Recommended revised section:

(C)2. Each ordinance or resolution shall be introduced by a member of the Commission or the City Manager, the City Attorney or the City Clerk, so long as the information is provided within ~~**48 hours**~~ three **(3) business days** of the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the City of North Bay Village . . . "

Section 4.01 – City ~~m~~Manager.

It was recommended that the **"m"** in City Manager be capitalized.

It was recommended that a new **Section H** be added at the end of Section 4.01 to read as follows: **Outside employment by the City Manager shall be approved by the City Commission prior to commencement.**

Section 4.01(G)(2)

It was recommended that **"City Clerk"** be added in the second line after City Attorney.

3B(11)

Recommended revised section:

G2. Appoint, and when he deems it necessary for the good of the City, suspend or remove all city employees (except the City Attorney, **the City Clerk** and all personnel in the Legal Department, including outside counsel representing the City) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He will submit appointments of new department heads to the Commission for confirmation;

Section 5.04 – Commissioner Members-Residency requirements and terms of office.

It was recommended that "six months" be changed to **one (1) year**.

Recommended revised section:

The City shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the City. 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 ~~**six (6) months**~~ **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 City. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the City for a period of not less than ~~**six (6) months**~~ **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 City. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each City Commissioner will be for four years, on a staggered basis to be established as follows:

3B(12)

Section 5.05(A) – Nomination of Commission members and Mayor.

It was recommended that the language "**provided by the City Clerk**" be included to ensure that the petitions used are those prepared and distributed by the City Clerk's Office.

Recommended revised sections:

A. Any citizen who can qualify for the office of Commissioner or Mayor of the City as provided herein may be nominated for Commissioner or Mayor by a petition **provided by the City Clerk** for this purpose signed by not less than fifty (50) electors and filed with the City 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.

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 City Clerk** shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of the City 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.

3B(13)

(signature of circulator)_____

(street address of residence)_____
(date)_____

Section 5.07 – Filing Fee.

It was recommended that the filing fee be changed from "$100" to **$250.**

Recommended revised section:

A. A nonrefundable filing fee of ~~one~~ **two** hundred **and fifty** dollars ~~**($100.00)**~~ **$250** must be deposited with the City 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 City.

Section 3.05(A) – Mayor, Vice Mayor.

At this time, the Vice Chair Alvin Blake suggested that the position of Vice Mayor be on a rotation basis every one-year. No changes were recommended after discussion.

Section 5.14 – City employees soliciting votes.

A motion was offered by Alvin Blake and seconded by Roy Martayan to insert the following language in Section 5.14 in the first line after the word duty, "or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the City". The votes were as follows: Jorge Gonzalez-Yes, Robert Pushkin-Yes, Roy Martayan-Yes, and Alvin Blake-Yes. The motion carried 4-0.

Recommended revised section:

It shall be unlawful for any paid non-elective employees of the City while on duty **or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the City** to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the City. Any employee violating the provisions of this section shall be subject to immediate dismissal.

3B(14)

3. APPROVAL OF MINUTES

A. REGULAR MEETING - MARCH 27, 2012

A motion was offered by Roy Martayan and seconded by Jorge Gonzalez to approve the Minutes as submitted. The votes were as follows: Robert Pushkin-Yes, Alvin Blake-Yes, Roy Martin-Yes, and Jorge Gonzalez-Yes. The motion carried 4-0.

4. ADJOURNMENT

The meeting adjourned at 9:26 p.m.

Prepared and submitted by: Yvonne P. Hamilton, CMC
City Clerk

Adopted by the Advisory Charter Review Board
this _____ day of _____.

_____
Robert Pushkin, Chairman

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

3B(15)

City of North Bay Village
City Hall
1700 Kennedy Causeway, Suite 132 North Bay Village FL 33141
(305) 756-7171 Fax (305) 756-7722 Website-www.nbvillage.com

To: Dennis Kelly, City Manager
From: Bert Wrains, CGFO, Interim Finance Director
Re: Outsourcing Municipal Operations and Functions
Date: June 4, 2012

The City of North Bay Village is currently reviewing the cost and other issues with the outsourcing of City functions. This was recently discussed by the Budget and Oversight Advisory Board as well as the City Commission at their May 8, 2012. This analysis will discuss the reasons for outsourcing as well as some of the Pro's and Con's of Outsourcing.

This report cannot go into detail on costs, unless the specifications are developed and formally bid out. Companies that provide contracting out government services are in a changing market and there are no standard cost figures that can be quoted. I cannot provide any cost estimates beyond just some basic or projected costs of outsourcing vs. City employees. However, exact cost could only be determined through a formal Request For Proposals (RFP). This would require a detail description of the tasks and functions that the Commission would want to consider for outsourcing. This would be an undertaking for the City and would take some time to develop the parameters for the RFP.

Reasons to consider outsourcing:

Costs – This would include the direct cost of the function as well as the cost of support services that would be required because the City is providing the services with other City employees. Some of the indirect cost include the cost for Human Resources, Purchasing, Finance and Accounts Payable, Management and Utilities (water, sewer, electric, solid waste, telecommunications, Information Technology (IT)).

Level of service – The entity selected to provide the task or function would be required to demonstrated that they can provide an equal or higher lever of service for the same (or less) dollar costs. The City currently provides most of the areas of Municipal Services that could be provided by the private sector or another unit of government. These include planning, zoning, engineering and building services, finance, purchasing, information technology (IT), landscape maintenance, garbage collection as well as law enforcement and most City staff positions.

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7A(1)

Regionalization of function/task – The services can be provided by another unit government or private sector and they may achieve one or more of the following:

More efficient or cost effective because they have infrastructure in place to provide the services. (This could be for providing water and sewer service, public safety dispatching, and garbage collection and landfill operations).
They could have a regional system, (not infrastructure) in place and they can offer to provide the service cheaper or more efficiently because of their existing regional systems. (police, fire, rescue or solid waste collection).
The third consideration is that the delivery of service requires a high level of certification for the employees and demand for the services is low. (Building Services, Planning and Zoning Services). The municipality may not be able to charge enough to cover the expenses. This is true when the building and growth management projects are at a low volume.

Also, some municipalities have chosen not to deal with organizational issues such as unions, employee benefits/costs and daily operational items. They elect to outsource the functions or operations and eliminate the related management issues. The contractor is required to deal with the all personnel items.

Currently City employees are performing tasks or functions that the private sector also provides. These include finance, A/P, payroll, solid waste collection, clerical functions and customer service staffing.

Cost Factors with Outsourcing

A private sector company or a unit of government may be able to expand their current operations to provide services to a municipality without incurring the full expense of the operation. They would have to have "excess capacity" in their current system or could add few more employees to provide the same level of services. This would include almost every function that a municipality provides such as police, fire, rescue, building, finance, utility billing, public works operations including sanitation, meter reading, utility as well as street sweeping and maintenance.

I have listed below several municipalities in the Miami-Dade and Broward County area that have outsourced some portions of their municipal service delivery. This list not a complete inventory of all cities and their outsourced functions, just a general idea of where other municipal governments are currently at.

Miami-Dade County

Municipality	Population	Services Outsourced
Bal Harbour	2,502	Finance Director position, while all other finance employees are Village employees
Miami Lakes	29,369	All departments except: Finance, IT and Purchasing
North Bay Village	7,349	Planning, Zoning, Building Services, Landscape

7A(2)

		Maintenance, IT
Palmetto Bay	23,477	Police, IT, Garbage, Building Inspections and Landscape Maintenance
Pinecrest	18,255	Solid waste and some landscaping service

Broward County

Municipality	Population	Services Outsourced
Cooper City	29,159	Police, Fire/Rescue, Solid Waste
Dania Beach	29,596	Police, Fire/Rescue, Solid Waste, Building Services
Deerfield Beach	75,125	Police, Fire/Rescue
Hallandale Beach	37,229	Police, Fire/Rescue, Solid Waste, Building Services
Lauderdale Lakes	32,229	Police, Fire/Rescue, Solid Waste
Lauderdale-By-The-Sea	6,074	Police, Fire/Rescue, Solid Waste, Building Services
Southwest Ranches	7,345	Police, Fire/Rescue, Solid Waste, Planning, Zoning, Building Svc's, Landscape and ROW Maintenance
Weston	41,549	Most City Services except top management
West Park	14,078	Most City Services except top management (except Finance Director, who is a contractor).
Wilton Manors	12,697	Fire/Rescue, Building Services, Solid Waste, Landscape Maintenance and Engineering

There are several factors to look at when considering outsourcing any municipal operation or functions. First, what effect it will have in the delivery of municipal services to the residents and businesses. That is the key to the whole issue. Another important area to review is what affect it will have on the overall operations of the City. If the service delivery is outsourced, whoever oversees the operation has to insure that the service level contracted for is achieved and maintained? Some of the cities operate with a staff of "contract managers" only. Everything is contracted out. The City of Weston, Town of Southwest Ranches and the City of Palmetto Bay operate somewhat on this basis. Typically the structure is that the City Manager and City Clerk are employees as well as a few key employees that manager the operations and answer to the elected body and the public through the City Manager.

Location is an issue that needs to be considered. It may be cost effective for the private sector if they perform the contracted services with an existing staff at a remote location. Their office or facilities may not even be in Miami-Dade or Broward Counties. The contract would have to be defined as to the location for outsourced operations. The City could require that the functions being provided occur in City Hall or within the City limits. This would definably have an effect on the pricing of the services.

7A(3)

There are other factors that should be considered but do not have a definable price. These are the resident's benefits of having knowledgeable dedicated City employees providing the services to the residents. The residents gain confidents in their local government when they receive quality services from the same employees time after time. The employees are familiar with the City and the residents and that goes a long way towards quality service and customer satisfaction. I have found that when you have City employees, they tend to look at things in the City with a pride of ownership and not wait for issues to arise. They become proactive in assisting the residents and customers as well as solving problems in the early stages of any situation.

The City of North Bay Village has been attempting to modernize the City computer system and other operational systems. It does not appear that there has been a master plan for computer upgrades that included enhancement of information flow within the City operations. The development of a long range plan for computerization and enhancements in data technology sharing and record storage would assist City employees with providing better service to the residents as well as to other City employees. I have found that there several manual systems currently in use by City employee. These employees could be more efficient if they were automated and integrated into a City wide system of information sharing. This is payroll input, building department permit system, accounting operations, public records storage and retrieval. A master plan would go beyond just a finance operations computer software upgrade. This type of system needs to incorporate the flow of finance data, public documents and other types of media such as the Web site information.

The City's current computer system specifications that I have reviewed are for a "municipal accounting system". This would incorporate the functions that normally produce revenues and require some type of tracking or accounts receivable records. The is utility billing, revenues and expenditures (budget) related to city operations, building department operations, cash management, payroll and several similar systems.

The master plan should incorporate the record keeping functions in all City departments. The State of Florida requires that most departments of local governments keep several years of records. The paper copies are giving way to the electronic copy for required recording keeping. The issue with paper records is the space requirements as well as the indexing of the files for retrieval.

In summary, outsourcing is one method of providing municipal services to the residents of the City of North Bay Village. This is usually an alternative to providing these services through employees of the City. The issue that brought up this discussion was the Finance Department computer system upgrade. The computer upgrade has been put on hold pending this discussion of outsourcing some finance department functions. If the Commission authorizes the computer upgrade to proceed, it is my suggestion that the City also consider the advancements in technology for sharing City data between all City operations. This could be a separate task that could be accomplished parallel with any computer system upgrade.

These are policy decisions that must come from the elected officials and the residents of the City.

7A(4)

NORTH BAY VILLAGE POLICE DEPARTMENT

MEMORANDUM NO. 12-05-09

DATE: May 23, 2012

TO: Mayor Connie Leon-Kreps
Vice-Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel
Yvonne Hamilton, City Clerk

FROM: Robert J. Daniels, Chief of Police

VIA: Dennis Kelly, City Manager

SUBJECT: JUNE 2012 COMMISSION AGENDA
REQUEST TO EXECUTE CONTRACTS RELATED TO MDCACP COUNTYWIDE PRISONER PROCESSING PROJECT UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Background:
All Miami-Dade Law Enforcement Agencies will interface their Records Management System Servers with the Miami-Dade County Association of Chiefs of Police Countywide Prisoner Processing Project. All Agency Personnel will have access to this database as necessary and in the performance of their official duties.

Discussion:
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program-American Recovery and Reinvestment Act requires execution of the attached contracts by our Agency. The federal funds allocated to our City will be for the purpose of the development and implementation of the interface between the Thinkstream A-Form Automation Solution and our Records Management System (RMS), as identified in the contract and Attachment B. This grant will fully reimburse all expenditures related to this interface process and can occur ONLY after the contract is fully signed by the jurisdiction and returned to the Miami-Dade County Office of Management and Budget, Grants Coordination. Robert Miller is our Head Dispatcher and will be the designated contact person for this project.

Recommendation:
Staff recommends the City Commission approves execution of this contract according to the Checklist attached.

RJD:mjm

Attachments: Cover Letter from MDC OMB, Grants Coordination dated 5/22/2012
Checklist for Contract Completion and Signatures
Sample/Protocol Resolution
(3) Original Copies of North Bay Village Interface Contract 2012/2013

9A(1)

City of 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

MEMORANDUM
City of North Bay Village

DATE: June 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF 35,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE INTERFACE BETWEEN THE CITY'S EXISTING RECORDS MANAGEMENT SYSTEM AND THE NEW THINKSTREAM ARREST A-FORM AUTOMATION SOLUTION; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

9A(2)

RESOLUTION NO._____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF 35,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE INTERFACE BETWEEN THE CITY'S EXISTING RECORDS MANAGEMENT SYSTEM AND THE NEW THINKSTREAM ARREST A-FORM AUTOMATION SOLUTION; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, Miami-Dade County (the "County") has been awarded federal funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the American Recovery and Reinvestment Act of 2009 (the "Grant"); and

WHEREAS, an appropriation not to exceed $35,000.00 has been approved for the City of North Bay Village (the "City") under the Grant for the development and implementation of an interface between the City's existing Records Management System (RMS) and the new Thinkstream Arrest A-Form Automation Solution to implement the Project as part of the Miami-Dade County Association of Chiefs of Police County-wide Prisoner Processing Project (the "Project"); and

WHEREAS, the City must provide technology development and integration services to assist in implementation of the Project; and

WHEREAS, there is no dollar match requirement for the Grant; and

WHEREAS, the Grant will allow the City to implement the Project and enable the City to electronically file arrest forms; and

9A(3)

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the agreement between the City and the County.

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

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

Section 2. Approval of Form of Agreement. The Agreement between Miami-Dade County and the City of North Bay Village, a copy of which is attached as Exhibit "A", (the "Agreement") together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to enter into the Agreement and to implement the terms and conditions of the Agreement.

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

Section 5. Authorization of Fund Expenditure. The City Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant application.

Section 6. 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 Stuart Blumberg	_____
Commissioner Richard Chervony	_____
Commissioner Paul Vogel	_____

9A(3)A

PASSED AND ADOPTED this _____ day of June, 2012.

_____

Connie Leon-Kreps
Mayor

ATTEST:

_____

Yvonne P. Hamilton
City Clerk

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

_____

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

City of North Bay Village Resolution: Drug Control System Improvement Program Grant – Interface between the City's Existing Records Management System and the New Thinkstream Arrest A-Form

9A(4)

MIAMI-DADE COUNTY
miamidade.gov

Management and Budget
Grants Coordination
111 NW 1st Street • 19th Floor
Miami, Florida 33128
T 305-375-4742 F 305-375-4049

May 22, 2012

Chief Robert Daniels
North Bay Village Police Department
1700 Kennedy Causeway
Suite 132
North Bay Village, FL 33141

RE: Contract Award for the MDCACP Countywide Prisoner Processing Project Interface

Dear Chief Daniels:

We are pleased to provide you with this award letter and corresponding contracts related to the Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act for execution by your agency. The federal funds allocated to your city for the purpose of the development and implementation of the interface between the Thinkstream A-Form Automation Solution and your records management system (RMS) are identified in your contract and attachment B.

We are providing you with copies of three (3) original contracts for your project. Each of the three contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to the Office of Management and Budget (OMB), Grants Coordination to accept these funds. Our staff will complete the execution process for the County and send you a fully executed contract for your records. Reimbursement for expenditures can occur ONLY after the contract is fully signed by the jurisdiction and returned to OMB, Grants Coordination.

It is our understanding that Mr. Robert Miller is the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant will be directed to his attention. Please notify us immediately if this designation changes.

Please feel free to contact me at (305) 375-2108 or mic3@miamidade.gov should you have any questions. Thank you in advance for your prompt attention to this matter.

Sincerely,

Michaela Doherty
Project Planner

Enclosures

9A(5)

MIAMI-DADE COUNTY
OFFICE OF GRANTS COORDINATION
BYRNE GRANT ADMINISTRATION

CHECKLIST FOR CONTRACT COMPLETION AND SIGNATURES

_____1. Mayor/City Manager to sign and affix Corporate Seal on page **14** of each Contract (3 copies).

_____2. Attachment E: **Miami-Dade County Affidavits**- Complete page 1 and answer enumerated questions with an **"X"** if it pertains to contract or **"N/A"** if it does not apply. Page 5 must be signed AND notarized.

_____3. Attachment E1: **Code of Business Ethics**- Page 3 must be signed AND notarized.

_____4. Attachment E2: **Miami-Dade County Debarment Disclosure Affidavit**- must be signed AND notarized.

_____5. Attachment E3: **State Public Entities Crime Affidavit**- ALL blank spaces on Pages 1 & 2 must be filled in. Please note the **TWO** options on Page 2; form must then be signed AND notarized.

_____6. Attachment F: **Provider's Disclosure of Subcontractors and Suppliers**- Fill in name and address of municipality, type in "No subcontractors will be used", and "No suppliers will be used" under respective items. Do not state "N/A" and do not leave blank. The bottom section must be signed and completed.

Be sure to complete a checklist on each contract package prior to returning them to this office. This will avoid errors and omissions that delay execution of your contract. If you have any questions about the contract or attachments, please call Michaela Doherty at (305) 375-2108, or email at mic3@miamidade.gov.

PLEASE FOLLOW
THIS CHECKLIST
EXACTLY SO NO
SIGNATURES
WILL BE MISSED

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North Bay Village
Interface Contract
2012/2013

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MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Office of Management and Budget (the "Department"), located at 111 N.W. First Street, 19th Floor, Miami, FL 33128, and the **CITY of NORTH BAY VILLAGE** located in Miami-Dade County, Florida (the "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project**

WHEREAS, the County has been awarded federal funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009 (the "ACT"); and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting the services provided by the MDCACP Countywide Prisoner Processing Project by providing the federal funds awarded to Miami-Dade County to the MDCACP Countywide Prisoner Processing Project; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the MDCACP Countywide Prisoner Processing Project as an allowable activity under the ACT; and

WHEREAS, the **CITY of NORTH BAY VILLAGE** will provide technology development and integration services for the MDCACP Countywide Prisoner Processing Project; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **$35,000**

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. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. SCOPE OF SERVICES. The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachments A and A 1

III. EFFECTIVE TERM. The effective term of this Contract shall be from **May 22, 2012 to February 28, 2013.**

IV. CASH MATCH REQUIREMENT. The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM

A. Requirements of the Anti-Drug Abuse Act. The Provider agrees to abide by all of the requirements of the American Recovery and Reinvestment Act of 2009 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code, as well as the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto which are incorporated herein by reference as if fully set forth. Furthermore, the Provider is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. The Provider is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. Supplanting. The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. CONTINUITY OF SERVICES. Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. PROGRAM CONTACT. Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. INDEMNIFICATION BY THE PROVIDER. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its 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 Contract by the Provider or its employees, agents,

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servants, partners, principals or subcontractors. Provider shall pay all 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing services for the **MDCACP Countywide Prisoner Processing Project** shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et seq. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors..

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

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XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St.19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert Miller

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

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1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment upon the County's approval Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for all services related to the **MDCACP Countywide Prisoner Processing Project** using the Expenditure Report and time sheet as it appears in Attachment D, and to do so on a monthly basis, as stated in Section XIX(B)(1). The final Expenditure Report shall be submitted no later than March 15, 2013. The Provider agrees to submit a Quarterly Project Performance Report in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report shall be submitted no later than March 5, 2013.

C. The Provider agrees to mail all Monthly Expenditure Reports with supporting documentation and Quarterly Project Performance Reports to the address listed above in Section XIII.

D. The County agrees to review the Monthly Expenditure Reports and Quarterly Project Performance Reports and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider will comply with any applicable laws, regulations and rules concerning property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate

property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing any property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **MDCACP Countywide Prisoner Processing Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

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B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by July 5 and October 5, 2012, January 5, and *March 5, 2013 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C. (*Partial quarter)

2. Monthly Expenditure Report. The Provider shall submit the Monthly Expenditure Report and Invoice to the Office of Management and Budget by June 15, July 15, August 15, September 15, October 15, November 15 and December 15, 2012, January 15, February 15 and March 15, 2013 covering the expenditures to be reimbursed for the previous month. The Monthly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor,

oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the COUNTY determines that a reduction in the PROVIDER'S budget is necessary, the COUNTY shall notify the PROVIDER in writing within thirty (30) days of said reduction decision. Budget adjustments shall be at the County's sole discretion.

Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County

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without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

> This program was supported by a grant awarded to the Miami-Dade County Office of Management and Budget (OMB), the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment A1:	A-Form XML Description
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Monthly Expenditure Report

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Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

_____
Signature

_____
Title

_____
Name (typed)

ATTEST:

By:_____

By: _____
(Corporate Seal)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Carlos A. Gimenez
Mayor

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SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT A1	A-Form XML Description
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHNENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

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ATTACHMENT A

Agency: CITY OF NORTH BAY VILLAGE

Contact Person: Robert Miller

Address: 1700 Kennedy Causeway,
Suite 132
North Bay Village, FL 33149

Contact Numbers: (305) 758-2626

Project: MDCACP Countywide Prisoner Processing - Interface

Program Dates: 3/2/2012 – 2/28/2013

PROJECT NARRATIVE

The objective of the MDCACP Countywide Prisoner Processing Project is to expedite the booking process by having arrest information available at correctional/detention facilities by the time the officer arrives with the arrestee by automating the arrest affidavit (A-Form) for those agencies that utilize a paper arrest affidavit or by collecting data from existing automated solutions. By storing all arrest information in a central repository, data sharing and investigative analysis of arrest information will be facilitated.

The automated A-Form application will allow law enforcement officers (LEO) to enter arrest information in on-line and off-line modes from a mobile or desktop environment. This IT solution will significantly improve the quality of arrest data and its maintenance, operational efficiencies related to arrest data usage and accessibility, response times by LEO, data sharing capabilities, and community patrol visibility. Successful implementation of the automated A-Form solution will bring a multitude of benefits to the entire MDC criminal justice community and also provide a model for replication to all law enforcement agencies across the State and the nation. The contract for the development and implementation of this project was awarded to Thinkstream.

The CITY OF NORTH BAY VILLAGE having its own automated Records Management System (RMS), has chosen to engage their RMS vendor to develop program code in support of an interface between the Thinkstream A-Form Automation Solution and the existing RMS for arrest and statute information. . Note: some agencies have opted not to include the statutes in the interface. This would have to be agency specific.

The CITY OF NORTH BAY VILLAGE as denoted under Planned Measures Page 2 of this attachment shall participate in the development and implementation of the A-Form solution interface by conducting analysis, developing program code, conducting, testing, deployment, and providing production assistance.

SCOPE OF SERVICES FOR the CITY OF NORTH BAY VILLAGE

Activities

Participate in the development and implementation of the interface between the Thinkstream A-Form Automation Solution and the RMS while maintaining the MDCACP Automation of the A-Form as a primary objective.

Contractual Services:

IT Vendor responsible for application knowledge transfer, extracting and validating of data from the A-Form application (approx. 233.33333 hours).

Planned Measures

The CITY OF NORTH BAY VILLAGE Customer Decision Makers* will assign subject matter experts to attend meetings. These representatives will be responsible for accurately representing their business units' needs to the Project Team and validating the deliverables that describe the product or service that the project will produce. The staff assigned should have the authority to provide inputs and respond definitively to questions and issues discussed. Representatives will remain engaged throughout the duration of the project. In the event, that a representative is unable to participate, a replacement with comparable skills will be assigned by the impacted agency to maintain project momentum and progress.

* **Customer Decision Makers** - Responsible for achieving consensus of their business units on project issues and outputs and communicating it to the Project Manager; attend project meetings as requested by the Project Manager; review and approve process deliverables and provide subject matter expertise to the Project Team.

The CITY OF NORTH BAY VILLAGE shall be responsible for the following tasks as they relate to the A-Form interface development deliverables of the project:

- Participating in the analysis of business processes as they relate to the interface between the Thinkstream A-Form Automation Solution and the RMS.
- Participating in integrated application and system testing and validating testing results.
- Providing deployment support. Documenting process changes, as applicable.
- Scheduling appropriate staff for training regarding changes.
- Communicating any internal concurrent project or automation initiative that may impact the implementation of the interface.
- Attending all project work group meetings as required.
- Attending any additional meetings as required by the Office of Management and Budget.

Monitoring Plan

The CITY OF NORTH BAY VILLAGE shall submit the following documentation to the Office of Management and Budget (OMB) in a complete and timely manner:

- Monthly Expenditure Reports
- Copy of current contract with the IT vendor
- Activity Schedules/Time Sheets for work performed by the IT vendor
- Copies of purchase orders for IT vendor
- Copies of invoices from IT vendor for work performed on this project
- Quarterly Project Performance Reports

ATTACHMENT A 1

Thinkstream A-Form Population
A-Form XML Description

MIAMI-DADE COUNTY

PRISONER PROCESSING ARREST REPORT FORM AUTOMATION SOLUTION

January 4, 2012
Version 2.4

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Authors
This document was prepared by:

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Date	Document Version	Document Revision Description	Document Author
11/16/11	1.0	Initial Revision	Bob Terhune
12/13/11	1.1	Document Feedback and Focus Group feedback applied	Bob Terhune
12/15/11	2.0	Revised XML based on additional Miami feedback	Bob Terhune
12/15/11	2.1	Revised XML to specify Statute Code Export	Bob Terhune
1/3/12	2.2	Minor changes based on technical reviews	Bob Terhune
1/3/12	2.3	Editing	Victoria Tailsacan
1/4/12	2.4	Minor changes based on technical reviews	Bob Terhune

Approval Date	Approved Version	Thinkstream Approver Role	Approver
	1.0	Chief Operation Officer	Lee Bellue

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1. Audience

The audience of this document is for developers who are interested in consuming the XML structure that will be produced by the Automated A-Form solution.

2. Purpose

The purpose of this document is to introduce the Thinkstream A-Form XML Structure. This document will discuss both the A-Form XML information and the statute code XML structure.

3. Definitions

1. A-Form – The electronic A-Form as generated by the officer.
2. Statute Codes – The service supplied to manage county wide statute codes.
3. Thinkstream Web Service – The Thinkstream-supplied services available to retrieve the discussed XML.
4. XML Schema – A structure that represents the XML. The XML Schema also represents the database schema structure.
5. Entity – Normally referred to as an XML node, or a container of fields. Example: "John Doe" is represented as a Defendant Entity.

4. Usage Of XML Structures

- A-Form

  The XML supplied for the A-Form represents the XML that will be available by Thinkstream Web Service calls to retrieve A-Forms and to export A-Forms to RMS systems.
- Statute Codes

  The XML supplied for the Statute Codes represents the XML that will be available by the Thinkstream Statute Codes Retrieval Web Service or as a file.

5. Additional Documents Included

There are a number of additional files included with this package.

A-Form XML Description.doc – This document describes the XML structure and how it relates to the paper A-Form.

AformSample1.tif – This file is a scan of a real A-Form that had been redacted for privacy reasons.

AformSample1_Approved.xml – This is a XML representation of the scanned A-Form that has been approved by the agency supervisor but has not reached the booking stage. There is some additional information added to this XML to fully utilize Thinkstream XML structure. The address appears as an example only. It is not meant to represent a real address.

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AformSample1_Booked.xml – This is a XML representation of the scanned A-Form after booking and PID processing is complete. The document now has a CIN number and a Jail Number, etc. This document represents the state of the document when it will be sent to vendors.

AformSample1_GIS.xml – This is an XML representation of the scanned A-Form after booking and PID processing is complete. Not all data is represented. For security reasons, it was requested that not all information be available to all agencies. This would be my proposal for the minimum amount of information to share with the GIS group. This restriction also applies to agencies that did not write the original A-Form.

Xsd directory – The MIAARREST.XSD is the schema file that defines the Miami A-Form. This structure imports additional XSD files that are included in subdirectories.

Documentation directory – This directory contains a file named MIAARRESTFIELDSET.HTML. This HTML file can be opened locally by a web browser and describes the Entity structure, the entity relationships, and the individual fields. This file is built during the Thinkstream build process and can be used to reference this document.

Statutes.xml – This file represents a sample of the XML that will be used to share Miami-Dade Statute Codes. UCR mapping has not been completed yet by MDPD and will not be available until close to deployment time. This file shows randomly assigned UCR codes only to show what the structure will look like. The UCR codes were also separated into Category and Code for the convenience of the GIS group.

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6. XML SCHEMA OVERVIEW: Thinkstream Entities Table

Thinkstream Entity	Description
AFormAddress	Address that will be geo-coded based on GIS Web Services and user data entry
AlertMessage	Alerts or Messages that may be required
Alias	Defendant Alias
ArrestReport	This is the top node of the XML with general information about the Arrest
Booking	Booking information entered by Corrections Officer at booking time
Charge	A Charge represents an Offense and contains one or more statutes
Coordinate	The X,Y coordinate returned from the GIS Web Service
Defendant	Information that represents the Suspect that was arrested
DefendantState	A DefendantState indicates whether the Defendant is injured
DefendantStatus	The current overall status of the defendant
ExtendedData	This Entity is used for signatures and other binary data or URL links as necessary
GPSPoint	The Latitude and Longitude as supplied by the GIS Web Service
InvolvedPerson	Each entity represents a person involved in the arrest other then a LEO or suspect, this may include witnesses, victims, parents, co-defendants etc.
Officer	Each entity represents an officer involved in the process. For example, this may mean the arresting officer, supervisor, booking officer, or the transporting officer.
PersonToPersonRelationship	This object represents a link between two Involved Persons or the Involved Person and a Defendant
Phone	A Phone Number
PrisonHold	Information necessary for a Prison Hold
SMT	Scars, Mark Tattoos of Defendant
Statute	The Statute code as defined by the SAO
Street	The Street as returned by the GIS Web Service
UCR	The UCR Code (if any) that is associated with the statute
Vehicle	Information about a Vehicle that may be involved in the arrest

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Below is the general structure and relationship structure of the A-Form xml. The base node is an ArrestReport Entity.

Hierarchy

- **ArrestReport**
  - ArrestReportType
  - Defendant
    - DefendantState
      - Officer
        - Phone
      - ExtendedData
      - SMT
      - HistoricalValue
      - DefendantStatus
      - AFormAddress
      - AlertMessage
      - Alias
      - Phone
    - InvolvedPerson
      - DefendantStatus
      - ExtendedData
      - AFormAddress
      - AlertMessage
      - Alias
      - Phone
    - PersonToPersonRelationship
  - Charge
    - Statute
      - UCR
  - PrisonHold
  - Vehicle
  - Narrative
    - AFormAddress
    - AlertMessage
  - AFormAddress
  - Phone
  - Officer
  - Booking
    - Officer
  - MedicalScreening
    - Defendant
    - Officer
    - ExtendedData

Figure 1 - Thinkstream A-Form Schema

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Below is the structure and relationship for the MDstatutes.xml export file that will display the complete statute list.

Hierarchy
- Statutes
  - Statute
    - UCR

Figure 2 - Statute Code XML Structure

Below is an explanation of the Statute code schema. The XML does not represent all the information that is in the database. If there are fields that an agency feels is important from the SAO Needs Assessment Document, Thinkstream can easily add them.

Thinkstream Entity	Field	SAO Code	Description	Included in Summary Information
Statutes	Version		The Current Version of the Statute Code XML schema	Yes
Statute	CJIS_REC_NUM	CJIS Record Number	CJIS unique identifier	Yes
Statute	FLDE_REC_NUM	FDLE Record Number	DLE identifier	Yes
Statute	STATUTE	Statute	The full statute code string	Yes
Statute	CHAPTER	Chapter	The chapter of the statute	Yes
Statute	SECTION	Section	The section of the statute	Yes
Statute	SUB_SECTION	Subsection	The subsection of the statute	Yes
Statute	INTENT	Intent	If Statute describes Intent (Y/N)	Yes
Statute	TYPE	Offense Type		Yes
Statute	DEGREE	Degree		Yes
Statute	DESCRIPTION_SHORT	Desc20	Short Description of statute	Yes
Statute	DESCRIPTION	Desc50	Full Description of statute	Yes
Statute	MUNICIPALITY	Municipality	State or county ordinance	Yes
Statute	UPDATED_DATE	Updated Date	The Date of an update since the initial version	Yes
Statute	STANDARD_BOND			No
Statute	NCIC_CODE			No
Statute	CREATED_BY			No
Statute	CREATED_DATE			No
Statute	UPDATED_BY			No
Statute	UPDATED_DATE			No
Statute	INACTIVE_BY			No
Statute	INACTIVE_DATE			Yes
Statute	REPEALED_DATE			Yes
Statute	EFFECTIVE_DATE			Yes
Statute	CHARGE_INFO_DESC1			No
Statute	CHARGE_INFO_DESC2			No
Statute	CHARGE_INFO_DESC3			No
Statute	CHARGE_INFO_DESC4			No
Statute	OFFENSE_FORM_NUM			No
Statute	TO_WIT			No

Statute	MUNICIPALITY			No
Statute	SAO_DISPO			No
Statute	SENTENCING_GUIDELINE_LEVEL			No
Statute	OFFN_CALL_LEVEL			No
Statute	OFFN_SRS_CATEGORY			No
Statute	MATRIX			No
Statute	VR_CATEGORY			No
Statute	CHARGE_ROUTER			No
Statute	FL_DOC_NUM			No
UCRCode	UCR_NAME (MDPD Code)	UCR Code	The UCR code as defined by SAO (Example: 0001090A)	Yes
UCRCode	UCR_CODE (NIBRS Code)	--	The standard UCR code (Example: 09A)	Yes
UCRCode	UCR_CATEGORY (MDPD Description)	--	The UCR crime category (Example: HOMICIDE Murder/Non Neg. Mans)	Yes
UCRCode	UCR_CODE_DECRIPTION (NIBRS Description)	UCR Overall Category	The category description as supplied (Example: HOMICIDE)	Yes

7. XML Schema Overview In Relation To The A-Form

The following page represents the front page of the paper A-Form used by Miami-Date County. Not all information on this page will be entered by the officer. The Data entry screen will not resemble the form, but the PDFs will.

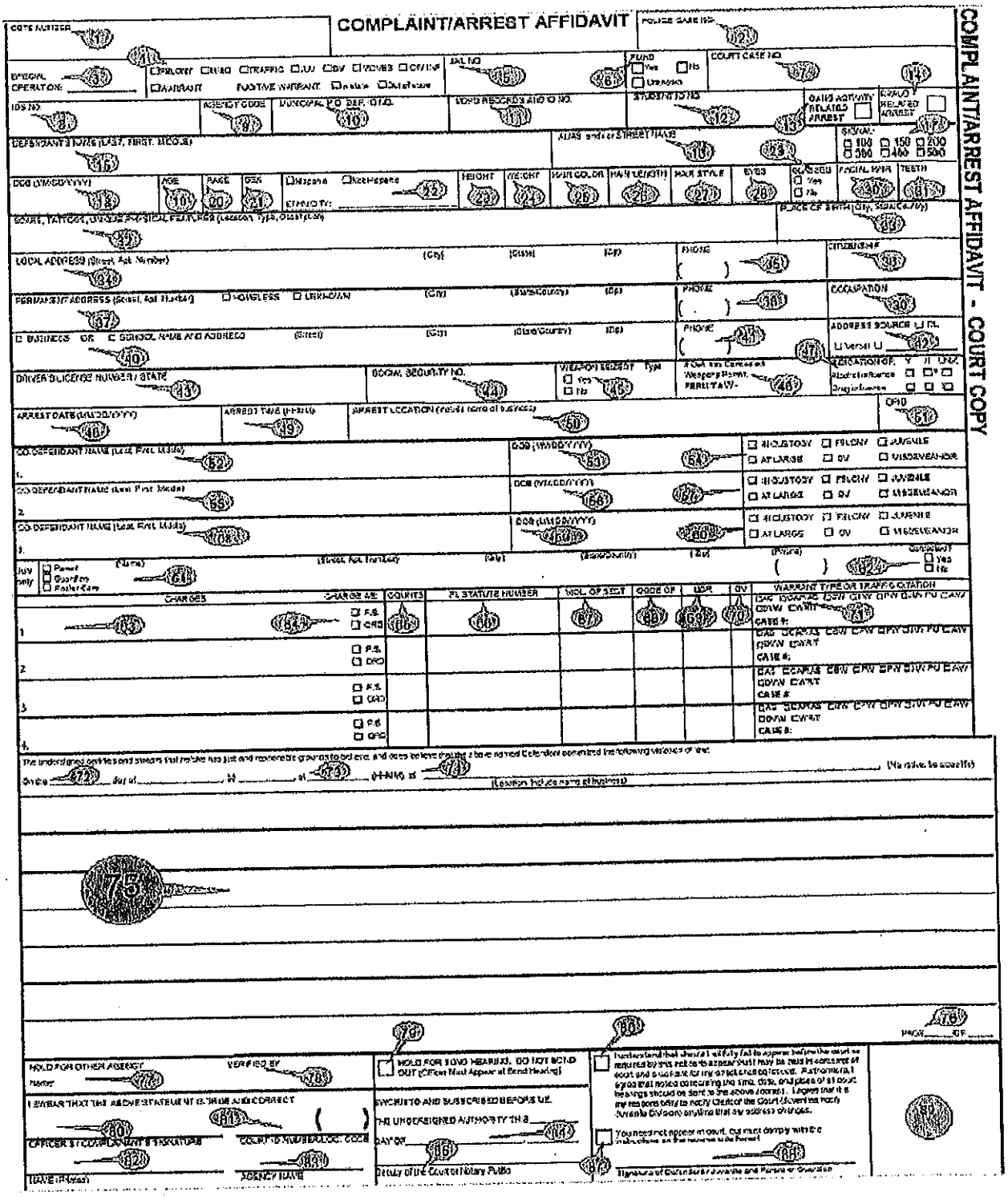

Figure 1. Complaint/Arrest Affidavit

THINKSTREAM

The following fields do not currently exist in the paper A-Form. These additions help with the workflow and with integration with other county projects.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
A	BRACELET ID	ArrestReport	ARR_BRACELET_NUM	Entered by Officer or alternatively scanned using a bar code scanner. Data will appear on the Paper A-Form This value is used for lookup and will update QMS	Text(20)	Technical Issue #14	Yes
B	TRANSPORT LOCATION	SuspectTransport	ARR_TRANSPORT_LOC	This information is Selected by the officer. This value may be changed if corrections reject suspect because of medical reasons. The value is used to populate a booking transporting inbox	Dropdown	EW = EAST WING H = HOMESTEAD POLICE DEPARTMENT I = ICDC K = TGK MW = METRO WEST MT = METRO TREE N = NORTH DADE PT = PRE-TRIAL DETENTION T = TRAINING & TREATMENT CENTER/STOCKADE S4 = SUBSTATION 4 S5 = SUBSTATION 5 S8 = SUBSTATION 8 W = WOMENS DETENTION BC = BOOT CAMP OM –OTHER MEDICAL PTA=Promise To Appear	No
C	TRANSPORT DESCRIPTION	SuspectTransport	ARR_TRANSPORT_DESC	Entered by Officer, If Transport Location is "Other Medical" then Officer can enter free text transportation location.	Text(32)		No
D	THINKSTREAM ID	ArrestReport	INC_ID	Auto-Populated by Thinkstream, Not visible to user. For Internal User Only	Text(12)	True/False	Yes
E	IS REFERRAL ARRESTREPORT	ArrestReport	ARR_IS_REFERRAL	Entered by Officer when applicable.	Boolean	True/False	Yes
F	IS CIVIL CITATION	ArrestReport	ARR_IS_CIVIL_CITATION	Set or unset by Officer, Booking Officer or SAO when applicable.	Boolean	True/False	No
G	CIVIL CITATION	ArrestReport	ARR_CIVIL_CITATION_TICKET_NUM	Set or unset by SAO on	Text(32)	True/False	No

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
	TICKET NUMBER			qualified ArrestReport.			
H	IS SUPPLEMENT	ArrestReport	ARR_IS_SUPPLEMENT	Set Internally when report used to fix protected data	Boolean	True/False	Yes
I	BONDED OUT	ArrestReport	ARR_BONDED_OUT	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/11)	Boolean	True/False	No
J	DATE TIME CREATED	ArrestReport	ARR_CREATED_DATE	Set Automatically when A-Form was created. (Updated 12/11)	Boolean	True/False	No
K	MUNICIPALITY GRID	ArrestReport	ARR_MUNICIPALITY_GRID	Populated by County GIS system to specify the agency specific Grid. (Updated 12/11)	Text(10)		Yes
L	HISTORICAL JAIL NUMBER/JAC#	ArrestReport/ HistoricalArrBookingNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) DateTime		No
M	HISTORICAL OBTS #	ArrestReport/ HistoricalArrObtsNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) DateTime		No
N	HISTORICAL COURT CASE#	ArrestReport/ HistoricalArrCourtCaseNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) DateTime		No
O	HISTORICAL CIN#	Person/ HistoricalPrsIdsNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) DateTime		No
P	REDACT PERSON DATA	Person	PRS_REDACTED	Selected by officer to redact name of arrestee (Updated 12/11)	Boolean	True/False	No
Q	REDACT ADDRESS	Address	ADDR_REDACTED	Selected by officer to redact address of arrestee (Updated 12/11)	Boolean	True/False	No
R	NOT PURSUED	Arrest	ARR_NOT_PURSUED	Entered by Officer if it is decided not to pursue a referral. (Updated 12/11)	Boolean	True/False	No

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THINKSTREAM

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
S	JUDGE SECTION NUMBER	Arrest	ARR_JUDGE_SECTION	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/11)	Text(25)		No
T	OFF_SEQ_NUM	Charge	OFF_SEQ_NUM	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/14)	Number	Starts at 1	Yes
U	STATUS OF REPORT	Arrest	ARR_STATUS	Status of Report (Updates 1/3)	Text(2)	N=New X=Expunged S=Sealed D=Dropped	No
V	CIN	Arrest	PRS_CIN_NUMBER	Would 100% identify a person based on fingerprints; generated by CJIS (Updates 1/4)	Text(9)		No

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THINKSTREAM

The following fields exist for the Booking Center to enter data using the A-Form Management Application. These fields may not appear in the A-Form but will be updated to CJIS or used by the A-Form application for document routing and management.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
BK1	BOOKING OFFICER	Officer role=Booking	OFFR_BADGE_ID	Pre-Populated based on logged-in Booking Officer user	Text		No
BK2	BOOKING FACILITY	Booking	BK_FACILITY	Pre-Populated based on logged-in Booking Officer user	Dropdown	EW = EAST WING H = HOMESTEAD POLICE DEPARTMENT I = ICDC K = TGK MW = METRO WEST MT = METRO TREE N = NORTH DADE PT = PRE-TRIAL DETENTION T = TRAINING & TREATMENT CENTER/STOCKADE S4 = SUBSTATION 4 S5 = SUBSTATION 5 S8 = SUBSTATION 8 W = WOMENS DETENTION BC = BOOT CAMP	No
BK3	DISPOSITION	Booking	BK_DISPOSITION	Entered By Booking Officer, a summary of the narrative	Text(255)		No
BK4	CELL BLOCK	Booking	BK_CELL_BLOCK	Selected By Booking Officer	Dropdown	PT - MAIN JAIL (PTDC) I - INTERIM (ICDC) W - WOMEN'S ANNEX S - STOCKADE K - TGK MW - METRO WEST	No
BK5	CELL NUMBER	Booking	BK_CELL_NUMBER	Entered By Booking Officer	Text(10)		No
BK6	Date/Time IN	Booking	BK_DATETIME_IN	Automatically Set Based on acceptance Time	DateTime		No
BK7	RESIDENCE	Booking	BK_RESIDENCE	Entered By Booking Officer	Dropdown	1=DADE COUNTY 2=IN STATE 3=OUT OF STATE 4=IN THE CITY	No

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BK8	MUGSHOT LOCATION	Booking	BK_MUGSHOT_TAKEN	Entered By Booking Officer	Dropdown	I = INSIDE PRE-TRIAL DETENTION J = JACKSON MEMORIAL WARD D T = TRAILER	No
BK9	Print Flag	Booking	BK_PRINT_FLAG	Entered By Booking Officer, Default is Y	Boolean	Y= Tell CJIS to print copy to Printer (default) N= Tell CJIS not to print	No

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The following fields map directly to the A-Form.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
1	OBTS NUMBER	ArrestReport	ARR_OBTS_NUM	This number is passed to Thinkstream from CJIS using a shared database table	Text(10)		No
2	POLICE CASE NUMBER	ArrestReport	ARR_CASE_NUM	This information is entered by the officer; the number is supplied by the dispatcher.	Text(20)	Agency Specific	Yes
3	SPECIAL OPERATION	ArrestReport	ARR_SPECIAL_OPERATION	Entered by Officer Normally Blank or some acronym (e.g. FTAA)	Text(5)	R = RID T = TNT W = WARRANTS D = DUI S = SWEEP Y=FTAA Arrest N=NON FTAA ARREST E=Emergency	Yes
4	ARRESTREPORT TYPE	DefendantStatus	DFND_CAT_FELONY DFND_CAT_MISD DFND_CAT_TRAFFIC DFND_JUVENILE DFND_CAT_DV DFND_CAT_MOVES DFND_CAT_CIV_INF DFND_CAT_WARRANT DFND_CAT_IN_CUSTODY DFND_CAT_AT_LARGE	Entered by Officer Possibly Default based on charges to Felony/Misd.	Boolean	True/False	Yes
5	JAIL NUMBER	ArrestReport	ARR_BOOKING_NUM	Created by Thinkstream and assigned on Booking acceptance.	Text(17)	(adult) YYNNNNNNN Or (juv) YY8NNNNNN Or offline YY1NNNNNN YY2NNNNNN	Yes
6	PMHD	ArrestReport	ARR_MENTAL_HEALTH_DISAB	Entered by Officer	Text(1)	Y/N/U	Yes
7	COURT CASE NUMBER	ArrestReport	COURT_CASE_NUM	This number is passed to Thinkstream from CJIS using WebService or shared database table on change (Updated 12/11)	Text(12)	Alpha-numeric	No

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
8	IDS NO	Defendant	PRS_IDS_NUMBER	This number is passed to Thinkstream from CJIS using a shared database table. Also known as PID. Identifies AKAs; generated by CJIS	Text(9) (changed 1/4/2012)	NNNNNNN	No
9	AGENCY CODE	ArrestReport	INC_AGENCY	Auto Populated by A-Form application based on the logged in user. Default based on login but allow for change	Text(3)	NNN (Appendix A)	Yes
9	AGENCY CODE	ArrestReport	ARR_AGENCY_SUB_ID	If agency code is 30, then a three digit number must be specified to identify	Text(3)	NNN (Appendix A)	Yes
10	MUNICIPAL PD DEF ID NUMBER	ArrestReport	ARR_MD_POLICE_REC_ID	Entered by Agency, not a part of A-Form entry – Waiting for ITC	Text(20)		No
11	MDPD RECORD NUMBER	ArrestReport	ARR_MDPD_ID	Entered by Agency, not a part of A-Form entry - Waiting for ITC	Text(20)		No
12	STUDENT ID NUMBER	Defendant	PRS_STUDENT_ID_NUMBER	Entered by Officer	Number(7)		Yes
13	GANG ACTIVITY RELATED	ArrestReport	ARR_GANG_RELATED	Entered by Officer	Boolean	True/False	Yes
14	FRAUD RELATED	ArrestReport	ARR_FRAUD_RELATED	Entered by Officer	Boolean	True/False	Yes
15	DEFENDANT NAME	Defendant	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST PRS_NAME_SUFFIX	Entered by Officer	Text(32)-12 Text(32)-12 Text(64) - 30 Text(8)-3		Yes
16	ALIAS OR STREET NAME	Identity	IDTY_NAME_LAST	Entered by Officer	Text(64)-30		Yes
17	SIGNAL		ARR_CRIME_ID_SIGNAL	Entered by Officer	Dropdown	100,150,200, 300,400,500	Yes
18	DATE OF BIRTH	Defendant	PRS_BIRTH_DATE	Selected by Officer	Date/ Calendar Control	YYYYMMDD	Yes
19	AGE	Defendant	PRS_AGE	Calculated by Form for Birth Date, editable	Number	NNN	Yes

94 (43)

20	RACE	Defendant	PRS_RACE	Selected by Officer	Dropdown	A (Asian), B (Black), I (Indian), U (Unknown), W (White)	Yes

9A(44)

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
21	SEX	Defendant	PRS_GENDER	Selected by Officer	Dropdown	M (Male), F (Female), U (Unknown)	Yes
22	ETHNTICITY	Defendant	PRS_ENTHNICITY	Selected by Officer	Dropdown	AFR=African American ANG=Anglo ARG=Argentinean AIN=Asian Indian BHS=Bahamian BRA=Brazilian CAN=Canadian CAR=Caribbean CHI=Chinese COL=Colombian CUB=Cuban HTI=Haitian JAM=Jamaican JAP=Japanese MEX=Mexican MEA=Middle Eastern NIC=Nicaraguan NGA=Nigerian HIS=Other Hispanic PRI=Puerto Rican VEN=Venezuelan UNK=Unknown OTH=Other	Yes
22	HISPANIC	Defendant	PRS_HISPANIC	Selected by Officer (Updated 12/11)	Boolean	True/False	Yes
23	HEIGHT	Defendant	PRS_HEIGHT	Selected by Officer	String	FII	Yes
24	WEIGHT	Defendant	PRS_WEIGHT	Selected by Officer	Number	NNN	Yes
25	HAIR COLOR	Defendant	PRS_HAIR_COLOR	Selected by Officer	Dropdown	BLD=Bald BLK=Black BLN=Blond/Strawberry BRO=Brown GRY=Grey RED=Red SDY=Sandy WHI=White MIX=Grey & Black XXX=Unknown	Yes
26	HAIR LENGTH	Defendant	PRS_HAIR_LENGTH	Selected by Officer	Dropdown	LNG = LONG REC = RECEDING MED = MEDIUM BDG = BALDING SHT = SHORT BLD = BALD UNK = UNKNOWN	Yes

QA(45)

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
27	HAIR STYLE	Defendant	PRS_HAIR_STYLE	Selected by Officer	Dropdown	OTH = OTHER STY = STYLED AFR = AFRO/NATURAL UNC = UNCOMBED BRD = BRAIDED WAV = WAVEY/CURLEY BUS = BUSHY FLT = FLATTOP DIR = DIRTY/GREASY PON = PONYTAIL DRE = DREADLOCKS FAD = FADE PRO = PROCESSED DEL = DELASOL STR = STRAIGHT UNK = UNKNOWN	Yes
28	EYES	Defendant	PRS_EYE_COLOR	Selected by Officer	Dropdown	BLK = BLACK BRO = BROWN GRN = GREEN MAR = MAROON PNK = PINK BLU = BLUE GRY = GREY HAZ = HAZEL MUL = MULTICOLORED XXX = UNKNOWN	Yes
29	GLASSES	Defendant	PRS_GLASSES	Selected by Officer (Updated 12/11)	Boolean	True/False	Yes
30	FACIAL HAIR	Defendant	PRS_FACIAL_HAIR	Selected by Officer	Dropdown	OTH = OTHER GOT = GOATEE CLN = CLEAN SHAVEN LWL = LOWER LIP FUL = FUL BEARD MUS = MUSTACHE FUM = FU MANCHU SID = SIDEBURNS FUZ = FUZZ UNS = UNSHAVEN UNK = UNKNOWN	Yes

9A(46)

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
31	TEETH	Defendant	PRS_TEETH	Selected by Officer	Dropdown	BRK = BROKEN GDD = GOLD DESIGNED BUC = BUCK TEETH MIS = MISSING DEC = DECAYED VWH = VERY WHITE DIR = DIRTY OTH = OTHER GLD = GOLD NOR = NORMAL GDL = GOLD LINED BRA = BRACES UNK = UNKNOWN	Yes
32	SCARS – SMT	SMT		Selected by Officer	As supplied by CJIS	See Attachment	Yes
33	PLACE OF BIRTH	Defendant/ Address Type=Birth Place	ADDR_CITY ADDR_STATE ADDR_COUNTRY	Entered by Officer Default to FLA, US (Updated 12/11)	String Dropdown Dropdown	Text(20) Text(2) Use Country Code	Yes
34	LOCAL ADDRESS	ArrestReport/AFormAddress	*BEFORE GIS:* ADDR_SINGLE_LINE ADDR_CITY ADDR_STATE ADDR_COUNTRY ADDR_ZIP *AFTER GIS:* ADDR_SINGLE_LINE ADDR_SINGLE_LINE_ORIG ADDR_STREET ADDR_STREET_NUM ADDR_APT ADDR_COMPASS_DIR ADDR_POST_COMPASS_DIR ADD_ROUTE ADDR_CITY ADDR_STATE ADDR_COUNTRY ADDR_ZIP (GPSPOINT_LAT, GPSPOINT_LONG) (COOR_X, COORY)	Entered by Officer then Verified and geo-coded by GIS Service before authentication and converted into multiple fields NOTE: If local and Permanent number are the same, this field will be left blank. NOTE: ADDR_SINGLE_LINE_ORIG will store the text the officer original entered before geo-coding	*BEFORE GIS* Text(255) Text(20) Text(2) Dropdown Text(9) *AFTER GIS* Text(255) Text(255) Text(24) Text(10) Text(5) Text(2) Text(2) Text(10) Text(20) Text(2) Dropdown Text(9)		Yes
35	LOCAL PHONE	ArrestReport/Phone	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)	NNN NNNNNNN	Yes
36	CITIZENSHIP	Defendant	PRS_CITIZENSHIP	Entered By Officer (Updated 12/11)	Dropdown	Use Country Code	Yes

9A(4)

THINKSTREAM

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
37	PERMANENT ADDRES	Defendant/ AfromAddress Type=Home	*See Field 34 for definition*				Yes
37	HOMELESS	Defendant	PRS_HOMELESS	Selected by Officer	Dropdown, Text (4)	NLA, REF, NONE, UNK	Yes
37	UNKNOWN ADDRSS	Defendant	PRS_ADDRESS_UNK	Selected by Officer	Boolean	True/False	Yes
38	PERMANENT PHONE	Defendant/ Phone	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)	NNN NNNNNNN	Yes
39	OCCUPATION	Defendant	PRS_OCCUPATION	Entered by Officer	Text(15)		Yes
40	BUSINESS NAME AND ADDRESS -and/or- SCHOOL NAME ANDADDRESS	Defendant/ AfromAddress Type=Work/School	*See Field 34 for definition*	For Schools use a list to be supplied by Miami			Yes
41	BUSINESS PHONE -and/or- SCHOOL PHONE	Defendant/ Phone Type=Work/School	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)	NNN NNNNNNN	Yes
42	ADDRESS SOURCE	Defendant/ AfromAddress	ADDR_SOURCE	Entered by Officer	Text(10)	DL, verbal, voters UNK Other	Yes
43	DRIVERS LICENSE NUMBER/STATE	Defendant	PRS_DR_LIC_NUM PRS_DR_LIC_STA	Entered by Officer, DL Mag Code scanning when supported. Selected by Officer	Text Dropdown	Text(32) Text(2)	Yes
44	SSN	Defendant	PRS_SSN	Entered by Officer	Text(32)		Yes
45	WEAPON SEIZED	ArrestReport	ARR_WEAPON_USED	Entered by Officer	Dropdown	01 = HANDGUN 02 = RIFLE/SHOTGUN 03 = FAKE/TOY GUN 04 = STUN/ELECTRIC WEAPON 05 = KNIFE/ CUT INSTR 06 = BLUNT OBJECT 21 = MULTIPLE WEAPONS W/FIREARM 22 = MULTIPLE WEAPONS NO/FIREARM 88 = UNKNOWN 99 = OTHER 00 = NOT APPLICABLE	Yes

(37) 46

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	(DEFAULT) Format	Protected after Approval
46	CONCEALED WEAPON	Defendant	PRS_CONCEALED_WEAPON_PERMIT_NUM	Entered by Officer	Text(100)	Starts with W-	Yes
47	INDICATION OF	ArrestReport	ARR_INFLUENCE_ALCOHOL ARR_INFLUENCE_DRUGS	Entered by Officer	Dropdown	True/False/Unknown True/False/Unknown	Yes
48	ARRESTREPORT DATE	ArrestReport	ARR_DATE_START	Automatically Set but editable by Officer. Cannot be more then 120 days in the past. Allowed to be blank.	Date	YYYYMMDD	Yes
49	ARRESTREPORT TIME	ArrestReport	ARR_TIME_START		Time	HHMM	
50	ARRESTREPORT LOCATION	ArrestReport/ AfromAddress Type=ArrestReport	*See Field 34 for definition*	NOTE: This field will display "REFERRED" if Field 'E' is set. No GIS will occur			Yes
51	GRID	ArrestReport/ AfromAddress Type=ArrestReport	ADDR_LOC_CODE	Populated by GIS Server after ArrestReport Location GeoCoding. Default to 999 if not a geocodable address.	Text	Text(4)	Yes
52, 55, 58	CO-DEFENDANT	InvolvedPerson role=CoDefendant	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST	Entered by Officer on first form, automatically populated on subsequent reports.	Text(12) Text(12) Text(32)		Yes
53, 56, 57	CO-DEFENDANT DATE OF BIRTH	InvolvedPerson role=CoDefendant	PRS_BIRTH_DATE	Entered by Officer on first form, automatically populated on subsequent reports.	Date	YYYYMMDD	Yes
54, 57, 60	CO-DEFENDANT STATUS	DefendantStatus	DFND_CAT_IN_CUSTODY DFND_CAT_FELONY DFND_CAT_JUVENILE DFND_CAT_AT_LARGE DFND_CAT_DV DFND_CAT_MISD	Entered by Officer on first form, automatically populated on subsequent reports.	Boolean	True/False	Yes

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THINKSTREAM

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
61	JUIV PARENT DATA - NAME	InvolvedPerson role=Mother/father, Guardian, Foster Care	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST	Entered By Officer	Text(32) Text(32) Text(64)		Yes
61	JUIV PARENT DATA - ADDRESS	InvolvedPerson/ AfromAddress	*See Field 34 for definition*				Yes
61	JUIV PARENT DATA - PHONE	InvolvedPerson/ Phone	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)		Yes
62	JUIV PARENT CONTACTED	InvolvedPerson	PRS_CONTACTED	Entered By Officer NOTE: Only necessary if #61 is populated	Boolean	True/False	Yes
63	CHARGES	Statute	DESCRIPTION	Selected By Officer	Autocomplete Control	Text(50)	Yes
63	WARRANT REMARK	Offense	OFF_WARRANT_REMARK	Entered By Officer if arrest is from a Warrant	Text(38)		Yes
64	CHARGES AS	Statute	MUNICIPALITY	Auto Completed from Statute Selection, If State then FS otherwise, County Ordinance	Text(3)	FS – Florida Statute or ###-County Ordinance	Yes
65	CHARGE COUNTS	Charge	OFF_COUNTS	Selected By Officer	Text(3)		Yes
66	STATUTE NUMBER	Statute	STATUTE	Auto Completed from Statute Selection	Autocomplete Control	Text	Yes
67	SECTION	Statute	SECTION	Auto Completed from Statute Selection	Autocomplete Control	Text(4)	Yes
68	CODE OF	Charge	MUNICIPALITY	Auto Completed from Statute Selection. The municipality code whose ordinance number entered if not a Florida State Statute.	Autocomplete Control	Text(3)	Yes
69	UCR	Statute	UCR_CODE	Auto Completed from Statute Selection	Autocomplete Control	Text(8)	Yes
70	DV	Charge	OFF_DV	Auto Completed from Statute Selection	Autocomplete Control		Yes
71	WARRANT TYPE	Charge	OFF_WARRANT_TYPE	Selected By Officer	Dropdown	AC, CAPIAS, CIT, BW, FW, PW, JUV PU, AW, DVW, WRIT	Yes
71	CASE NUMBER	Charge	OFF_CITATION_NUYM	Entered By Officer	Text	Text(20)	Yes

9H(50)

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
72	ARRESTREPORT DATE			Pre-Populated from Field #48			--
73	ARRESTREPORT TIME			Pre-Populated from Field #49			--
74	ARRESTREPORT LOCATION			Pre-Populated from Field #50			--
75	NARRATIVE	ArrestReport/ Narrative	EX_DATA NAR_DATE NAR_TIME	Entered By Officer/ Includes Spell Checking	Memo		Yes
76	PAGE NUMBER	N/A		Paper Form Field Only			--
77	HOLD FOR AGENCY	PrisonHold	PSHD_AGENCY	Entered By Office	Text(20)		Yes
78	VERIFIED BY	PrisonHold	PSHD_VERIFIED	Entered By Office	Text(20)		Yes
79	HOLD FOR BOND	ArrestReport	ARR_BOND_HOLD ARR_BOND_FOR		Boolean Text(20)	True/False	
80	OFFICER SIGNATURE	Officer role=ArrestReporting	OFFR_SIG	Pre-Populated based on logged-in user	Memo	Text Base64	Yes
81	OFFICER ID	Officer role=ArrestReporting	OFFR_COURT_ID OFFR_DEPARMENT	Pre-Populated based on logged-in user (Updated 12/11)	Text(20) Text(20)		Yes
82	OFFICER NAME	Officer role=ArrestReporting	PRS_NAME_LAST	Pre-Populated based on logged-in user	Text(30)		Yes
83	ARREST REPORTING AGENCY	ArrestReport	INC_AGENCY	Pre-Populated from Field #9			--
84	APPROVAL DATE	ArrestReport	ARR_APPROVE_DATETIME	Auto-Populated based on time of approval	DateTime	YYYYMMDDHHmm	Yes
85	APPROVAL OFFICER	Officer role=Supervisor	OFFR_SIG	Pre-Populated based on logged-in user at approval time	Text	Text (Base64)	Yes
86		N/A	--	PTA out of scope			--
87		N/A	--	PTA out of scope			--
88	SIGNATURE	N/A	--	PTA out of scope			--
89	FINGERPRINT	N/A	--	Not used by A-Form App			--

94(51)

THINKSTREAM

This is the back of the second page and is not subject to approval and can be modified. This page is not signed or approved by the supervisor. The A-Form will allow for data entry by the officer but it will not be protected.

Transport Officer (s) _____ / _____ ID # _____ * _____ Dept# _____ Taken To _____

Transport Officer (s) _____ / _____ ID # _____ * _____ Dept# _____ Taken To _____

Transport Officer (s) _____ / _____ ID # _____ * _____ Dept# _____ Taken To _____

Does defendant have any signs/complaints of injury? ☐YES ☐NO Indicate any signs or complaints of injury regardless whether they happened prior to, during, or after arrest, or whether they have any connection to the arrest at all.
(If Yes, complete below data/notify supervisor)

Explain: _____

Name and Rank of Supervisor Notified: _____

#PLAINT / ARREST AFFIDAVIT - MDPD RECORDS COPY - REVERSE

Defendants Vehicle

YEAR	MAKE	MODEL	TAG	STATE	VIN	COLOR

OWNER/DRIVER/DESIGNEE RELEASE FORM & DISCLAIMER OF LIABILITY

Owner/Driver/Designee (O/D/D must read and sign disclaimer of liability if vehicle is left at scene, or removed, or released to O/D/D at scene.

Released to: _____ / _____ Left on Scene? ☐YES ☐NO
(Print Name - Signature) D/L # State

The undersigned certifies that he/she is the legal owner/driver/designee of the vehicle described above. In consideration of being permitted to leave the vehicle mentioned at the location, or removed, or released, the undersigned hereby releases and discharges Miami-Dade County and all of its agents and employees for any damage to, or damage caused, theft of, or theft from the vehicle described above.

Signature of Owner/Driver/Designee _____ Signature of Officer Witnessing _____ ID #

IF YOUR VEHICLE IS PARKED MORE THAN 48 HOURS, IT IS SUBJECT TO BE REMOVED

9A (52)

#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
1	TRANSPORTING OFFICER NAME	Officer Role="Transporting"	PRS_NAME_FIRST PRS_NAME_LAST	Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(32) Text(64)		No
2	I.D. NO	Officer	OFFR_COURT_ID	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	*Text (20)*		No
3	DEPARTMENT	Officer	OFFR_DEPARMENT	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(20)		No
4	TAKEN TO	ArrestReport	ARR_TRANSPORT_LOC ARR_TRANSPORT_DESC Reused from Field 'B' and 'C'	This information is entered by the officer; the number is supplied by the dispatcher.' If Transport Location is "Other Medical" then Officer can enter free text transportation location	Drop List Text(32)	Technical Issue NON - None TGK – Adult Corr. CR2 – Adult Corr2 JSD – Juvenile Corr. WRD – Ward D DEC - Deceased OM – Other Medical	No
5	INJURY	Defendant/ DefendantState	PRSS_INJURED	Entered By Officer	Boolean	True/False	No

94 (53)

THINKSTREAM

#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
6	INJURY DESCRIPTION	Defendant/ DefendantState/ ExtendedData	EXT_DATA	Entered By Officer	Memo		No
7	INJURY APPROVAL	Defendant/ DefendantState/ Officer	OFF_SIG OFF_RANK				No
8	YEAR	Vehicle	VEH_YEAR	Entered By Officer	String	Text(4)	No
9	MAKE	Vehicle	VEH_MAKE	Entered By Officer	String	Text(50)	No
10	MODEL	Vehicle	VEH_MODEL	Entered By Officer	String	Text(50)	No
11	TAG	Vehicle	VEH_LIC_NUM	Entered By Officer	String	Text(20)	No
12	STATE	Vehicle	VEH_LIC_STATE	Entered By Officer	Dropdown	Text(2)	No
13	VIN	Vehicle	VEH_VIN	Entered By Officer	String	Text(40)	No
14	COLOR	Vehicle	VEH_COLOR	Entered By Officer	Dropdown	Text(10)	No
15	DISCLAIMER NAME	N/A					--
16	DISCLAIMER DL	N/A					--
17	LEFT AT SCENE	N/A					--
18	SIG	N/A					--
19	OFFICER SIG	N/A					--

04154

THINKSTREAM

This page represents the 4th page on the Paper A-Form. (Back of Pink Form) This page is not signed or approved by the supervisor. The A-Form will allow for data entry by the officer but it will not be protected.

Officer Information

OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty Hrs)
☐LEAD ☐RESPONDING ☐ARRESTING ☐TRANSPORTING		DUI ONLY: ☐(W) ☐(RS) ☐(B) ☐(M) ☐(MW) ☐(IC) ☐(ICW) ☐(BAFF) ☐(BAFFW) ☐(DRE) ☐(20MINOBS)					
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty Hrs)
☐LEAD ☐RESPONDING ☐ARRESTING ☐TRANSPORTING		DUI ONLY: ☐(W) ☐(RS) ☐(B) ☐(M) ☐(MW) ☐(IC) ☐(ICW) ☐(BAFF) ☐(BAFFW) ☐(DRE) ☐(20MINOBS)					
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Day Off/Duty Hrs)
☐LEAD ☐RESPONDING ☐ARRESTING ☐TRANSPORTING		DUI ONLY: ☐(W) ☐(RS) ☐(B) ☐(M) ☐(MW) ☐(IC) ☐(ICW) ☐(BAFF) ☐(BAFFW) ☐(DRE) ☐(20MINOBS)					
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty Hrs)
☐LEAD ☐RESPONDING ☐ARRESTING ☐TRANSPORTING		DUI ONLY: ☐(W) ☐(RS) ☐(B) ☐(M) ☐(MW) ☐(IC) ☐(ICW) ☐(BAFF) ☐(BAFFW) ☐(DRE) ☐(20MINOBS)					

☐VICTIM ☐WITNESS ☐OWNER FOR DV ONLY: (1) Relationship to defendant: _____; (2) ☐DCF contacted; (3) ***list all child witnesses

Name (Last) _____ (Middle) _____ (Race) _____ (Sex) _____ (Date of Birth) _____

Home Address (Street, Apt. Number) _____ (City) _____ (State) _____ (Zip) _____ (Phone) _____

Business or Other Address _____ (City) _____ (State) _____ (Zip) _____ (Phone) _____

OTHER PHONE #'S

_____ Cell

_____ Pgr

_____ Wrk

Address Source: ☐Verbal ☐Driver's License ☐Voter's I.D. ☐Other _____ D.L.# _____

Synopsis of Testimony: _____

9A(55)

#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
1	OFFICER NAME	Officer	PRS_NAME_LAST	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(64)		No
2	EVIDENCE CONFISCATED	Officer	OFF_EVIDENCE_CONFISCATED		Boolean		No
3	DIST/SECTION	Officer	OFFR_DEPARMENT / OFFR_SECTION	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(20)		No
4	I.D. NO	Officer	OFFR_COURT_ID	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer. (Update 12/13)	*Text (20)*		No
5	PHONE Home, Cell, Pager	Officer/Phone Role=XXX	PHO_AREA PHO_NUMBER	Entered by Officer, but commonly used phone numbers will be remembered.			No

04156

#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
6	SHIFT	Officer	OFFR_SHIFT	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(10)		No
7	OFFICER ROLE		OFFR_ROLE	Entered By Officer	Text	Lead, Transporting, Responding	No
8	DUI ONLY	DWIData	DWI_WHEEL_OFFICER DWI_PERFORMED_ROADSIDE DWI_PERFORMED_BREATH_TEST DWI_MAINTENANCE DWI_MIRANDA_WARNING DWI_IMPLIED_CONSENT DWI_IMPLIED_CONSENT_WITNESS DWI_BREATH_AFFIDAVIT DWI_BREADH_AFFIDAVIT_WITNESS DWI_DRUG_RECOGNITION_EXPERT DWI_OBSERV_20_MIN	Entered By Officer	Boolean	T/F	No
9	TYPE OF INVOLVED PERSON	InvolvedPerson/ role=??		Entered by Officer or Juvenile Booking	Dropdown Text(20)	Victim Witness Other (TBD)	No
10	RELATIONSHIP	InvolvedPerson (Update 12/21)	PRS_RELATIONSHIP (Update 12/21)	Link Selection Tool used by Officer or Juvenile Booking (Update 12/13)	Dropdown	0 None Specified 1 Boyfriend Girlfriend 2 Spouse 3 Live In/Ex-Live In 4 Other Family 5 Other 6 Same Sex Male 7 Same Sex Female 8 Ex-Boyfriend/Girlfriend 9 Ex-Spouse	No
11	DCF	ArrestReport	DCF_CONTACTED	Entered By Officer or Juvenile Booking	Checkbox	T/F	No
12	NAME	InvolvedPerson	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST	Entered By Officer or Juvenile Booking	Text(32) Text(32) Text(64)		No
13	RACE	InvolvedPerson	PRS_RACE	Selected by Officer	Dropdown	A (Asian), B (Black),	No

94(57)

#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
				or Juvenile Booking		I (Indian), U (Unknown), W (White)	
14	SEX	InvolvedPerson	PRS_GENDER	Selected by Officer or Juvenile Booking	Dropdown	M (Male), F (Female), U (Unknown)	No
15	DATE OF BIRTH	InvolvedPerson	PRS_BIRTH_DATE	Selected by Officer or Juvenile Booking	Date/ Calendar Control	YYYYMMDD	No
16	HOME ADDRESS	InvolvedPerson/ AfromAddress Role="home"	*See Field 34 for definition*	Entered by Officer or Juvenile Booking then verified and geo-coded by GIS Service before authentication and converted into multiple fields			No
17	BUSINESS OR OTHER ADDRESS	InvolvedPerson/ AfromAddress Role=XXX	*See Field 34 for definition*	Entered by Officer or Juvenile Booking then verified and geo-coded by GIS Service before authentication and converted into multiple fields			No
18	OTHER PHONE NUMBERS Home, Cell, Pager, Work	InvolvedPerson/ Phone Number/ role=??	PHO_AREA PHO_NUMBER	Entered By Officer or Juvenile Booking	Text(3) Text(8)	NNN NNNNNNN	No
19	SOURCE OF ADDRESS	InvolvedPerson/ AfromAddress role=XXX	ADDR_SOURCE	Entered By Officer or Juvenile Booking	Text(10)		No
19	OTHER VALUE FOR ADDRESS SOURCE	InvolvedPerson/ AfromAddress role=XXX	ADDR_SOURCE_OTHER	Entered By Officer or Juvenile Booking	Text(10)		No

9A(58)

THINKSTREAM

#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
20	DL #	InvolvedPerson	PRS_DR_LIC_NUM PRS_DR_LIC_STA	Entered by Officer or Juvenile Booking, DL Mag Code scanning when supported. Selected by Officer or Juvenile Booking	Text Dropdown	Text(32) Text(2)	No
21	TESTIMONY	InvolvedPerson/Testimony	EX_DATA	Entered By Officer or Juvenile Booking / Includes Spell Checking	Memo		No

94159

THINKSTREAM

Appendix A – List Of Agency Codes for Field 9

AGNCY	NAME
001	MIAMI
002	MIAMI BEACH
003	CORAL GABLES
004	HIALEAH
005	MIAMI SPRINGS
006	NORTH MIAMI
007	NORTH MIAMI BEACH
008	OPA-LOCKA
009	SOUTH MIAMI
010	HOMESTEAD
011	MIAMI SHORES
012	BAL HARBOR
013	BAY HARBOR ISLANDS
014	SURFSIDE
015	WEST MIAMI
016	FLORIDA CITY
017	BISCAYNE PARK
018	EL PORTAL
019	GOLDEN BEACH
020	DIV OF MOTOR VEHICLES
021	INDIAN CREEK VILLAGE
022	MEDLEY
023	NORTH BAY VILLAGE
024	FIU CAMPUS POLICE
025	SWEETWATER
026	VIRGINIA GARDENS
027	HIALEAH GARDENS
028	MICCOSUKEE TRIBAL POL
029	ISLANDIA
030	MIAMI-DADE
031	F.H.P.
032	STATE BEVERAGE DEPT
033	STATE NARCOTICS BUREAU
034	F.B.I.
035	US BORDER PATROL
036	US IMMIGRATION SERVCE
037	ALCOHOL,TABACCO & FIRE
038	SECRET SERVICE
039	US CUSTOMS SERVICE
040	U.S. MARSHAL
041	MINIMUM HOUSING
042	CODE ENFORCEMENT
043	FRESH WATER FISH& GAME
044	FINANCIAL RESP. DIV.
045	DIV. PUBLIC WALFARE
046	DADE COUNTY WASTE DEPT
047	MILITARY
048	BONDSMAN
049	JUVENILE COURT
050	CIRCUIT COURT
051	CRIMINAL COURT
052	CIVIL COURT
053	FEDERAL COURT
054	PROBATION OFFICER
055	COUNTY COURT
056	STATE ATTORNEY'S OFFCE
057	POSTAL AUTHORITIES
058	D.E.A.
059	POLLUTION CONTROL
060	CORR & REHABILITATION
061	PRIVATE COMPLAINT
062	ANIMAL CONTROL
063	DADE COUNTY SCHOOLS
064	FL FISH & WILDLIFE COM
065	CONSUMER PROTECTION
066	MIAMI-DADE FIRE DEPT
067	MIAMI FIRE DEPARTMENT
068	DADE COUNTY PARKS
069	PUBLIC SERVICE COMM.
070	SEABOARD POLICE
071	FLORIDA STATE PARKS
072	FL DEPT OF TRANSPORTN
073	FL E. COAST RAILWAY CO
074	AVIATION DEPT M.I.A.
075	DIV OF DRIVER'S LICENS
076	F.D.L.E.
077	FL. DEPT. OF PROF. REG
078	DADE COUNTY MEDICAL EX
079	HIALEAH FIRE DEPARTMNT
080	FL. INSURACE FRAUD
081	KEY BISCAYNE
082	PASS. TRANS. REG. DIV.
083	FL DEPT AGR CONS SERVC
084	D.E.R.M.
085	AVENTURA
086	PINECREST
087	U.S. COAST GUARD
088	MEDICAID FRAUD UNIT
089	SUNNY ISLES
090	COURT ORDERS/ADMIN HLD
091	OFF OF TOLL OPER - DOT
092	MDPWD CAUSEWAY DIV.
093	BISCAYNE NATIONAL PARK
094	STATE FIRE MARSHALL OF
095	TOWN OF MIAMI LAKES
096	PALMETTO BAY
097	CITY OF DORAL
098	DEPT OF CORR. ST OF FL
099	UNKNOWN
100	CITY OF MIAMI GARDENS
101	HOMELAND SECURITY FPS
102	BLDING CODE COMPLIANCE
103	MIAMI-DADE EXPRESSWAY
104	CUTLER RIDGE
105	SEAPORT PARKING AUTH
106	MIAMI-DADE TRANSIT ATH
107	FL DEPT OF ENVIR PROT
108	DISABILTY SERVICES
109	US TREAS DEPT-IRS
999	OUT OF CNTY/COURT OR

94160

THINKSTREAM

* COUNTRY CODES *** - Used for Citizenship

AF = AFGHANISTAN
AA = ALBANIA
AN = ALGERIA
AD = ANDORRA
AO = ANGOLA
AE = ANGUILLA
AI = ANTIGUA AND BARBUDA
YY = ANY UNLISTED ITEM
AT = ARGENTINA
AP = ARMENIA
AJ = ARUBA
AH = ASHMORE AND C ISLANDS
AS = AUSTRALIA
AU = AUSTRIA
AV = AZERBAIJAN
AQ = AZORES ISLANDS
BD = BAHAMAS
BE = BAHRAIN/BAHRE
BW = BALEARIC ISLANDS
BL = BANGLADESH
BB = BARBADOS
BF = BASSAS DA INDIA
BG = BELGIUM
BH = BELIZE
DH = BENIN
BM = BERMUDA
BN = BHUTAN
BV = BOLIVIA
NX = BONAIRE AND CURACAO
BP = BOSNIA AND HERZEGOVINA
BT = BOTSWANA
BQ = BOUVET ISLAND
BZ = BRAZIL
BO = BRITISH INDIAN OCEAN TERRITORY
VB = BRITISH VIRGIN ISLANDS
BX = BRUNEI
BU = BULGARIA
UV = BURKINA FASO
BR = BURMA
BI = BURUNDI
BY = BYELARUS
CJ = CAMBODIA
CM = CAMEROON
CD = CANADA
ZI = CANARY ISLAND
CV = CAPE VERDE ISLANDS
CP = CAYMAN ISLANDS
CW = CENTRAL AFRIC
CF = CHAD
CQ = CHILE
RC = CHINA
HR = CHRISTMAS ISLAND
DB = CLIPPERTON ISLAND
DD = COCOS ISLANDS
CB = COLUMBIA
DG = COMOROS
RB = CONGO
DI = COOK ISLANDS
DJ = CORAL SEA ISLANDS
CR = COSTA RICA
KC = CROATIA
CC = CUBA
CS = CYPRUS
EZ = CZECH REPUBLIC
DK = DENMARK
DN = DJIBOUTI
DM = DOMINICA
DR = DOMINICAN REPUBLIC
EU = ECUADOR
EY = EGYPT
EL = EL SALVADOR
EN = ENGLAND
EK = EQUATORIAL GUINEA
ET = ERITREA
ES = ESTONIA
EO = ETHIOPIA
ER = EUROPA ISLAND
FA = FALKLAND ISLA
FO = FAROE ISLANDS
FJ = FIJI
FD = FINLAND
FN = FRANCE
FG = FRENCH GUIANA
FP = FRENCH POLYNE
FR = FRENCH SOUTHERN AND ANTARTIC LANDS
GB = GABON
GK = GAMBIA
GZ = GAZA
GD = GEORGIA(GRUZINSKAYA)
GE = GERMANY
GG = GHANA
RG = GIBRALTAR
GO = GLORIOSO ISLA
GC = GREECE
GN = GREENLAND
GJ = GRENADA
GP = GUADELOUPE
GT = GUATEMALA
GF = GUERNSEY
GR = GUERRERO
GI = GUINEA
PG = GUINEA-BISSAU
GY = GUYANA
HT = HAITI
HE = HEARD ISLAND MCDONALD ISLA
NE = HOLLAND
HD = HONDURAS
HK = HONG KONG
HU = HUNGARY
IC = ICELAND
II = INDIA
IO = INDONESIA
IR = IRAN
IQ = IRAQ
IE = IRELAND
IB = ISLE OF MAN
IS = ISRAEL

946(19)

THINKSTREAM

IT = ITALY
JN = JAN MAYEN
JO = JORDAN
KE = KENYA
KU = KUWAIT
LT = LATVIA
LB = LIBERIA
LH = LITHUANIA
ZD = MACEDONIA
MZ = MALAYSIA
MY = MALTA
MU = MAURITANIA
MM = MEXICO (WHEN STATE UNKNOWN)
MJ = MONACO
ZO = MOZAMBIQUE
NP = NEPAL
NZ = NEW ZEALAND
NG = NIGERIA
KN = NORTH KOREA
OI = OKINAWA
PD = PALAU
PF = PARACEL ISLANDS
PI = PHILIPPINES
PT = PORTUGAL
RU = ROMANIA/RUMANIA
RW = RWANDA
PS = SAINT PIERRE AND MIQUELON
TP = SAO TOME & PRINCIPE
SG = SENEGAL
SR = SINGAPORE
BS = SOLOMON ISLANDS
GS = SOUTH GEORGIA AND SOUTH SANDWICH ISLAND
TE = SPRATLY ISLANDS
ZC = SURINAM
SQ = SWEDEN
TW = TAIWAN
TH = THAILAND
TG = TONGA
TM = TROMELIN ISLAND
TU = TUNISIA

IY = IVORY COAST
JA = JAPAN
JU = JUAN DE NOVA ISLAND
KZ = KYRGYZSTAN
LN = LEBANON
LY = LIBYA
LX = LUXEMBOURG
IM = MADEIRA ISLANDS
MV = MALDIVES
KH = MANAHIKI ISLAND
UM = MAURITIUS
FS = MICRONESIA
MG = MONGOLIA
SJ = NAMIBIA
TS = NEVIS AND SAINT CHRISTOPHER
NU = NICARAGUA
IU = NIUE
NI = NORTHERN IRELAND
OM = OMAN
PM = PANAMA
PV = PARAGUAY
PC = PITCAIRN, HENDERSON DUCIE & OENO ISLANDS
QA = QATAR
RA = RUSSIA
HS = SAINT HELENA
VV = SAINT VINCENT THE GRENADINE
SB = SAUDI ARABIA
SE = SEYCHELLES
LF = SLOVAKIA
SM = SOMALIA
KO = SOUTH KOREA
CY = SRI LANKA
SV = SVALBARD
SZ = SWITZERLAND
TJ = TAJIKISTAN
TO = TOGO
TQ = TONGAREVA
TD = TRUST TERRITORY OF THE PACIFIC ISLANDS
TY = TURKEY

JM = JAMAICA
JE = JERSEY
KT = KAZAKHSTAN
KB = KIRIBATI
LS = LAOS
LE = LESOTHO
LI = LIECHTENSTEIN
OC = MACAU
MF = MALAWI
ML = MALI
ZB = MARTINIQUE
YO = MAYOTTE
LD = MOLDOVA
RR = MONTSERRAT
NR = NAURU
NQ = NEW CALEDONIA
NN = NIGER
OF = NORFOLK ISLAN
NW = NORWAY
PK = PAKISTAN
NO = PAPUA NEW GUI
PU = PERU
PO = POLAND
RE = REUNION
RF = RUSSIAN FEDER
LU = SAINT LUCIA
SH = SAN MARINO
SS = SCOTLAND
SA = SIERRA LEONE
LO = SLOVENIA
SF = SOUTH AFRICA
SP = SPAIN
SU = SUDAN
SW = SWAZILAND
SY = SYRIA
TZ = TANZANIA
TK = TOKELAU
TT = TRINIDAD AND
TF = TUAMOTU ARCHI
UR = TURKMENISTAN

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THINKSTREAM

TR = TURKS AND CAICOS
UK = UKRAINE
XX = UNKNOWN
HN = VANUATU
RV = VIETNAM
WB = WEST BANK
RY = YEMEN
ZM = ZAMBIA
TV = TUVALU
TC = UNITED ARAB EMIRATES
UY = URUGUAY
VY = VATICAN CITY
WL = WALES
RS = WESTERN SAHARA
YG = YUGOSLAVIA
RH = ZIMBABWE
UG = UGANDA
US = UNITED STATES
UZ = UZBEKISTAN
VZ = VENEZUELA
WF = WALLIS & FUTU
WS = WESTERN SOMOA
ZR = ZAIRE

State Codes – **Used for Place of Birth Only**

STATE (Local Address, POB, and Driver License):

AL = ALABAMA
AR = ARKANSAS
CT = CONNECTICUT
FL = FLORIDA
ID = IDAHO
IA = IOWA
LA = LOUISIANA
MA = MASSACHUSETTS
MS = MISSISSIPPI
NB = NEBRASKA
NJ = NEW JERSEY
NC = NORTH CAROLINA
OH = OHIO
PA = PENNSYLVANIA
SD = SOUTH DAKOTA
UT = UTAH
WA = WASHINGTON
WY = WYOMING
AK = ALASKA
CA = CALIFORNIA
DE = DELAWARE
GA = GEORGIA
IL = ILLINOIS
KS = KANSAS
ME = MAINE
MI = MICHIGAN
MO = MISSOURI
NV = NEVADA
NM = NEW MEXICO
ND = NORTH DAKOTA
OR = OREGON
RI = RHODE ISLAND
TN = TENNESSEE
VT = VERMONT
WV = WEST VIRGINIA
AZ = ARIZONA
CO = COLORADO
DC = DISTRICT OF COLUMBIA
HI = HAWAII
IN = INDIANA
KY = KENTUCKY
MD = MARYLAND
MN = MINNESOTA
MT = MONTANA
NH = NEW HAMPSHIRE
NY = NEW YORK
OK = OKLAHOMA
SC = SOUTH CAROLIN
TX = TEXAS
VA = VIRGINIA
WI = WISCONSIN

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PROGRAM BUDGET **ATTACHMENT B**

Jurisdiction Name: North Bay Village

Contact Person: Robert Miller

Project Name: MDCACP Prisoner Processing - Interface

Program Dates: 5/22/2012 - 2/28/2013

CONTRACTUAL SERVICES TOTAL		**$35,000**
IT vendor interface development approx. 233.33333 hrs. @ approx. 150.00/hr.	35,000	
Total Budget		**$35,000**
Miami Dade County will reimburse an amount not to exceed:	**$35,000**	

9A(64)

Edward Byrne Memorial Justice Assistance Grant American Recovery and Reinvestment Act (ARRA)

QUARTERLY PROJECT PERFORMANCE REPORT

PURPOSE AREA: Planning Evaluation and Technology Improvement

Department/Agency

MDCACP COUNTYWIDE PRISONER PROCESSING PROJECT
Project Name

Name of Person Completing Form Title Phone

2010-ARRC-DADE-2-W7-118
FDLE Contract ID Number

Report Number	Quarterly Period	Report Due Dates
1	April 1 – June 30, 2012	July 5, 2012
2	July 1 – September 30, 2012	October 5, 2012
3	October 1 – December 31, 2012	January 5, 2013
4	*January 1 – February 28, 2013	*March 5, 2013

Report Number	Quarterly Period	Report Due Date

*Partial quarter

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Objective
Development and implementation of an interface between the existing Records Management System (RMS) and the automated Arrest Form (A-Form) for the MDCACP Countywide Prisoner Processing Project.

Please answer the following questions relating to your activity for this project:

Measures
Contractual Services
During this quarter how many hours were paid with JAG funds for contractual IT services? _____
During this quarter what was the total amount of JAG funds expended for contractual IT services? $_____

Information Systems
During this quarter did you use JAG funds to make improvements to your criminal information system? _____
During this quarter did you complete improvements to your criminal information system? _____
During this quarter can you report a desired change in efficiency as a result of completed system improvements? _____
During this quarter can you report a desired change in program quality as a result of completed system improvements? _____

Project Narrative
Include detailed description of all project activities for this quarter:

Attachment D

Edward Byrne Memorial Justice Assistance Grant - American Recovery and Reinvestment Act

Monthly Expenditure Report

MDCACP COUNTYWIDE PRISONER PROCESSING PROJECT

Report Number	Monthly Period	Report Due Dates
1	June 1 – June 30, 2012	15-Jul-12
2	July 1 – July 31, 2012	15-Aug-12
3	August 1 – August 31, 2012	15-Sep-12
4	September 1 – September 30, 2012	15-Oct-12
5	October 1 – October 31, 2012	15-Nov-12
6	November 1 – November 30, 2012	15-Dec-12
7	December 1 – December 31, 2012	15-Jan-13
8	January 1 – January 31, 2013	15-Feb-13
9	February 1 – February 28, 2013	15-Mar-13

Report Number	Quarterly Period	Report Due Date

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Edward Byrne Memorial Justice Assistance Grant - American Recovery and Reinvestment Act

MONTHLY EXPENDITURE REPORT

Please copy onto your jurisdiction letterhead

FDLE Contract ID Number: 2010-ARRC-DADE-2-W7-118

Department/Agency:	Date of Claim:
Project : MDCACP Prisoner Processing	Claim Number:
Telephone:	Claim Period:
Name of Person Completing Form:	

1. Total **Federal** Budget $ _____.
2. Amount This Invoice $ _____.
3. Amount of Previous Invoices $ _____.
4. Remaining **Federal** Balance $ _____.

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	**Federal Funds**	Category Totals
	Salaries & Benefits				
	Operating/Capital Equipment				
	Expenses				
	TOTAL CLAIM				

We request payment in accordance with our contract agreement in the amount of $_____

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

Chief of Police/Designated Official

Payment Approved, Office of Managem. & Budget

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Monthly Expenditure Report - Detail of Contractual Services

Department/Agency:

Date of Claim:

Project Name: MDCACP Prisoner Processing

Claim Number:

Vendor Name	Description of Services*	Date Paid	Check Number	Total # Hours	Amount
				TOTAL:	

*Any activities related to this grant
TOTAL HOURS _____.

AT $ _____ . PER HOUR = $ _____ .

NOTE: Copies of all invoices, cancelled checks and time sheets must be attached to process this payment

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JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

_____
Federal Employer Identification Number (If none, Social Security)

_____
Name of Entity, Individual(s), Partners, or Corporation

_____
Doing Business As (if same as above, leave blank)

_____
Street Address City State Zip Code

___ I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

_____

_____

_____

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

__ II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
   ___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees?
   ___ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males	____ Females	Asian:	____ Males	____ Females
Black:	____ Males	____ Females	American Indian:	____ Males	____ Females
Hispanics:	____ Males	____ Females	Aleut (Eskimo):	____ Males	____ Females
_____:	___ Males	____ Females:	_____:	____ Males	____ Females

__III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

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The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

_____ The firm does not have annual gross revenues in excess of $5,000,000.

_____ The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of $5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

__IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

__V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

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__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

9A (73)

__X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of $500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

__XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

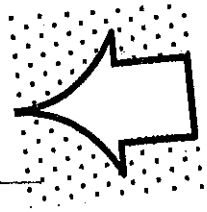
I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____. He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)



HERE

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ Notary Seal
(State)

9A (74)

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and
  there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;

- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;

- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;

- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;

- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.

- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.

- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;

- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;

- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;

- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

9A (76)

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____. He/She

is personally known to me or has presented _____
(Type of Identification)

as identification.

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

9A (77)

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____. He/She

is personally known to me or has presented _____
(Type of Identification)

as identification.

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

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

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

1. This sworn statement is submitted to Miami-Dade County

   by _____
   (print individual's name and title)

   for _____
   (print Name of entity submitting sworn statement)

   whose business address is _____

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

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

_____
(Printed typed or stamped commissioned name of notary public)

9A(8D)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)

Name of Organization: _____ **Address:** _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for $100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is $100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER	ADDRESS	CITY AND STATE

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ *Date:* _____

Firm Name: _____ *Fed. ID No.* _____

Address: _____ *City/ State/Zip:* _____

Telephone: ( ) _____ *Fax:* ( ) _____ *E-mail:* _____

9A (81)

City of 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

MEMORANDUM
City of North Bay Village

DATE: June 5, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel

FROM: Dennis Kelly, City Manager

SUBJECT: North Bay Island Entrance Plantings

RECOMMENDATION:

It is recommended that the City Commission approve the attached Resolution authorizing the City Manager to expend $490 to Groundkeepers, Inc. for installing plantings at the entrance of North Bay Island to buffer an existing chain-link fence.

BACKGROUND:

Due to the removal of a dead Royal Palm at the entrance to North Bay Island, a four (4) foot chain-link fence along the South of the 79th Street Parkway is exposed. George Puig, Landscape Architect who designed the Causeway Beautification Landscape Project recommended the installation of either Monstera

11A(1)

Deliciosa or Philodendron Selloum plantings to buffer the fence. The total cost of $490 will include 15 Monstera Deliciosa, four (4) yards of top soil to cover existing roots and 40 bags of mulch to beautify the proposed area.

Groundkeepers, Inc. currently performs landscaping maintenance services for the City, but this project is not within the scope of the existing contract.

BUDGETARY IMPACT

The funds for this project are available in the Street Maintenance Budget, Account No. 12-018-541-5434.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

11A(2)

City of 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

MEMORANDUM
City of North Bay Village

DATE: June 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND $490 FOR INSTALLATION OF LANDSCAPING AT THE ENTRANCE TO NORTH BAY ISLAND; SETTING AN EFFECTIVE DATE.**

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

11A(3)

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND $490 FOR INSTALLATION OF LANDSCAPING AT THE ENTRANCE TO NORTH BAY ISLAND; SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, Groundkeepers, Inc. is the City's landscape maintenance contractor; and

WHEREAS, the City requires landscaping services which are outside the scope of the contract with Groundkeepers, for the installation of plantings at the entrance of North Bay Island to buffer an existing chain-link fence; and

WHEREAS, Groundkeepers, Inc. has submitted a proposal of $490 for the project; and

WHEREAS, the City Commission finds that installation of the landscaping will improve the aesthetic appearance of the area.

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

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

Section 2. **Authorization of City Manager.** The City Manager is authorized to expend $490 to Groundkeepers, Inc. for the purpose set forth herein.

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

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

11A(4)

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____
Commissioner Paul Vogel _____

DULY PASSED AND ADOPTED **this 12th day of June, 2012.**

_____
Connie Leon-Kreps
Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
City Clerk

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

_____
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Installation of plantings at the entrance to North Bay Island-Groundkeepers, Inc.-$490

11A(5)

Groundkeepers, Inc.
8004 N.W. 154th Street, Suite # 330
Miami Lakes, Florida 33016

Estimate

Date	Estimate #
5/18/2012	512013

Name / Address
North Bay Village 1700 Kennedy Causeway Suite 132 North Bay Village, FL 33141

Project

Description	Qty	Rate	Total
Ref: Entrance to North Bay Island			
15 - Monstera Deliciosa or Philodendron Selloum - 3gal. - Delivered and Installed	15	10.00	150.00
4 Yards of Top Soil to cover roots - Delivered and Installed	4	50.00	200.00
40 Bags of Mulch - Delivered and Installed	40	3.50	140.00

Thank you for your business.

Total $490.00

Phone #	Fax #	E-mail
305-825-1712	305-825-1713	billing@groundkeepers.net

11A(6)

City of 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

Memorandum

To: Mayor and City Commission

From: Dennis W. Kelly, City Manager

CC: Yvonne Hamilton, City Clerk
Sam Zamacona, Public Works Director

Subject: Bid Recommendation-Old City Hall Demolition

Date: May 31, 2012

On May 14, 2012, the City Clerk's Office opened the bids received pursuant to Bid No. NBV 2012-01, Demolition of City Hall Building. The City received three bids (see attached memo to Kelly from Hamilton, dated May 15, 2012). On May 21, 2012, the staff bid committee, comprised of Sam Zamacona, Public Works Director, Bert Wrains, Finance Director, Richard Annese, Building Official and Robert Daniels, Police Chief, reviewed the three bids and recommended to the City Manager the bids in the following, priority order:

The BG Group	$64,650.00
Images & Concepts Development, Inc.	$83,250.00
Metro Equipment Service, Inc.	$138,720.00

On June 1, 2012, Police Chief Robert Daniels and City Manager Dennis Kelly paid a site visit to The BG Group's office at 1140 Holland Drive, #19, Boca Raton, FL 33487, to verify and confirm their legitimacy as a viable vendor. This will confirm their location is in an industrial warehouse area and they appear to be a legitimate enterprise. Three references were contacted and confirmed satisfaction with the company.

The funds for this bid award will be taken out of account #25.107.521.6201, titled Public Safety Facility under the Capital Projects Budget Worksheet.

Based on the RFP, the responses to the bid invitations, references contacted and the recommendation of the staff committee, the City Manager recommends awarding the bid and charging the City Manager to enter into an agreement with the low bidder, The BG Group, to demolish the Old City Hall Building in the amount of $64,650.

11B(1)

Mayor	Vice-Mayor	Commissioner	Commissioner	Commissioner
Connie Leon-Kreps	**Eddie Lim**	**Stuart Blumberg**	**Dr. Richard Chervony**	**Dr. Paul Vogel**

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND AWARDING BID NO. NBV 2012-01 FOR DEMOLITION OF THE CITY HALL BUILDING AT 7903 EAST DRIVE TO THE BG GROUP, LLC AT THE BID PRICE OF $64,650.00; APPROVING THE CONTRACT FOR CITY HALL DEMOLITION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, on April 22, 2012, the City of North Bay Village (the "City") issued Invitation to Bid No. 2012-01 for demolition of the City Hall Building at 7903 East Drive; and

WHEREAS, on May 14, 2012, the City publicly opened and received three (3) bids, which were deemed responsive by an Evaluation Committee, consisting of the Public Works Director, the Police Chief, the Interim Finance Director, and the Chief Building Official; and

WHEREAS, the Evaluation Committee reviewed the bids and ranked the bids as follows: #1-The BG Group, #2-Images & Concepts Development, Inc., and #3-Metro Equipment Service, Inc.; and

WHEREAS, after reviewing all bids submitted to the City and the recommendation of the Evaluation Committee, the City Manager recommends the selection of The BG Group, LLC, at the bid price of $64,650.00 as the lowest, responsible and responsive bidder for the demolition of the City Hall Building.

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

11B(2)

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

Section 2. **Award of Bid.** The City finds that The BG Group, LLC is the lowest responsive and responsible bidder for the demolition of the City Hall Building at the bid price of $64,650.00.

Section 3. **Approval of the Contract.** The Contract for City Hall Demolition for the City Hall Building at 7903 East Drive, between the City and The BG Group, LLC, (the "Contract"), a copy of which is attached as Exhibit "1," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 4. **Authorization of City Officials.** The City Manager and City Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 5. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the City Manager pursuant to the City's Purchasing Procedures, the City Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

Section 6. **Execution of Contract.** The City Manager is authorized to execute the Contract on behalf of the City.

11B(3)

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 Stuart Blumberg	_____
Commissioner Richard Chervony	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this ____ day of June, 2012.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, CMC
City Clerk

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

_____
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Award of Bid for Demolition of City Hall Building to The BG Group, LLC

11B(3)A

City of 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

MEMORANDUM

City of North Bay Village

DATE: June 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $35,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE INTERFACE BETWEEN THE CITY'S EXISTING RECORDS MANAGEMENT SYSTEM AND THE NEW THINKSTREAM ARREST A-FORM AUTOMATION SOLUTION; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

11B(4)

Mayor **Connie Leon-Kreps** | Vice Mayor **Eddie Lim** | Commissioner **Stuart Blumberg** | Commissioner **Dr. Richard Chervony** | Commissioner **Dr. Paul Vogel**

City of 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

CITY OF NORTH BAY VILLAGE
MEMORANDUM

(REVISED)

DATE: May 15, 2012

TO: Dennis Kelly
City Manager

FROM: Yvonne P. Hamilton, CMC
City Clerk

SUBJECT: Invitation to Bid – Demolition of City Hall Building
Bid No NBV 2012-01

Today, Monday, May 14, 2012, at approximately 10:00 a.m., Records Management Clerk Marie Armand and I conducted the scheduled opening of the bids received pursuant to Bid No. NBV 2012-01, Demolition of City Hall Building. Three (3) sealed proposals were received from the following companies:

Bidders	Bid Amount
The BG Group 1140 Holland Drive, #19 Boca Raton, Fl 33487	$ 64,650.00
Images & Concepts Development, Inc. 15041 S.W. 168th Terrace Miami, FL 33187	83,250.00
Metro Equipment Service, Inc. 9415 S.W. 72nd Street, Suite #131 Miami, FL 33173	138,720.00

In attendance were City Manager Dennis Kelly, Chief Robert Daniels, Public Works Director Sam Zamacona, Ivy Fradin, The BG Group, and Abbey Fiallo, Metro Equipment Service, Inc.

/yph

11B(5)

DOCUMENT 00500

BID FORM

BID FROM:
Company: The BG GROUP LLC

Address: 1140 HOLLAND DR #19
City/St/Zip: BOCA RATON FL 33487

Phone/ Fax: 561.998.7997 / 561.998.8815

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of:

PROJECT NAME: Demolition of North Bay Village City Hall, Project No. BID NBV 2012-01, located at 7903 East Drive, North Bay Village, Florida.

To: CITY OF NORTH BAY VILLAGE
ATTN: CITY CLERK
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
1	5/7/12
2	5/8/12

11B(6)

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 1

Issued: May 7, 2012

Subject:

Notice to All Proposers:

Question

1. It was discussed that we will need to bring new power from FP&L in order to install an automatic transfer switch to power the existing generator. Would this FP&L expense be under an allowance since on short notice they usually do not quote a price?

Answer

Yes

Question

2.Will you want to use the existing transfer switch on the west side of the fire building or install a new?

Answer

Yes. The existing transfer switch on the west side is to be used.

Question

3. It was discussed that the generator would be serviced and operational at the time the contract would be signed. It this correct?

Answer

Yes

11B(7)

Question

4. Please clarify which items or equipment is to be salvaged for the city.

Answer

The dedication bronze plaques are to be salvaged.

Question

5. Please identify specifically where you want the traffic light switch to be relocated.

Answer

The traffic light switch is to be relocated at the same distance as the FPL vault.

Question

6. It was discussed that bid item #4 would be revised. I suggest that you identify how all of the unit cost is to be priced in order for all bidders to bid uniformly.

Answer

Bid Item #4 is "Demolition" is the title. Sections 4a and 4b are to be priced out.

Question

7. It was discussed that the gas line would be capped at the property south easement. Is this correct?

Answer

Yes.

Question

8. I understand there is an upcoming mandatory site inspection or the like for the above referenced project (Demolition of City Hall Building Bid No. NBV 2012-01). Can you please advise me of the date, location and time.

11B(8)

Answer

The pre-bid conference was on May 2, 2012; and it was not mandatory.

Question

9. What is the budget for the project?

Attached is a copy of the budget which includes an overall amount for the public safety/municipal complex. A line item amount has not been specified for the demolition of City Hall project.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: [signature]
Print Name: Ivy Fradin
Firm: The BG Group LLC
Date: 5/10/12

SUBMIT WITH BID FORM

11B(9)

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 2

Issued: May 8, 2012

Subject:

Notice to All Proposers:

Question

1. Is the contractor required to install a 6' temporary fence with a dark wind screen during construction?

Answer

Yes.

Please see the below link for the plans.

http://nbvillage.com/Pages/NorthBayFL_DPW/index

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: [signature]
Print Name: Ivy FRADIN
Firm: The BG GROUP LLC
Date: 5/10/12

SUBMIT WITH BID FORM

11B(10)

CITY OF NORTH BAY VILLAGE
FISCAL YEAR 2012 BUDGET

CAPITAL IMPROVEMENTS

Name: Public Safety / Municipal Complex **AMOUNT: 7,900,000**

DESCRIPTION:

Construction of a facility to house City administrative offices, Commission Chambers, the Police Department, a Fire Rescue Station and a community room, consolidated on City-owned property located at the former municipal facilities site on the Kennedy Causeway. The proposed complex will be constructed to LEED certification standards to deliver a green, energy efficient "landmark" building to serve City and County administrative and public safety functions.

IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:
The revenues for this project derived from the 2008 General Obligation Bond. The annual Debt Service millage rate has increased to be able to fund this project.

FUNDING SOURCES:	Prior Years	2011-2012	2012-2013	2013-2014	2014-2015
Balance Forward	0	1,120,000	0	0	0
Debt Proceeds	1,125,411	0	0	3,387,295	3,387,295
TOTAL	**1,125,411**	**1,120,000**	**0**	**3,387,295**	**3,387,295**
APPROPRIATION / COST CENTER					
Planning & Design	5,411	120,000	0	827,295	827,295
Site Preparation	0	1,000,000	0	0	0
Construction	0	0	0	2,560,000	2,560,000
Construction Administration	0	0	0	0	0
TOTAL	**5,411**	**1,120,000**	**0**	**3,387,295**	**3,387,295**
PROJECT BALANCE	**1,120,000**	**0**	**0**	**0**	**0**

Plus $4,600,000 from County Fire Rescue Bonds, 2009 Sale.

11 B(11)

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Bidding Documents will be obtained by the awarded contractor.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents except for hazardous environmental conditions, if any.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given City's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

11B(12)

BID FORM

Item No.	Item	Units	Unit Price	Subtotal
1	Bonds and Insurance			1130 —
2	Mobilization			1000 —
3	Existing Utilities Disconnection			
4	Demolition			
4a	Building Structure			36,370 —
4b	Foundation			NO ADDTL charge
4c	Parking Lot Asphalt			1875 —
5	Generator Electrical Relocation			17,875 —
6	Asbestos Removal to be paid by City at cost plus 10% Administration Fee to Contractor (permit fee paid by Contractor)			400 —
				$ 58,650 —

plus sod price, if required (we believe it is in order to close out permit = $ 6000 —

total price with sod $ 64,650 —

11B(13)

5.01 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following Total Base Bid as itemized above:

$ Sixty four thousand six hundred ~~fifty~~ dollars (64,650.00)
(Total for all items) including SOD*

Written Bid Amount (in Words):

$ Sixty four Thousand six hundred fifty (Dollars) zero (cents)
(Dollars) including SOD *

The BG Group LLC
Name of Bidder

Signature of Bidder

* SOD represents $6,000 of total cost

5.03 Bidder's Information:
The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301 Contractor's Qualifications Statement.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, attach a statement to this Bid Form to indicate the number of days required.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond, 00401 ✓
B. Bid Bond form, 00300 ✓
C. Contractor's Qualifications Statement, 00301, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid; ✓
D. Signed Trench Safety Act Form, 00302 (if applicable) ✓
E. O.S.H.A. Standards Acknowledgement Form, 00303 ✓
F. Performance Bond —
G. Payment Bond 00620 —
H. Copy of State of Florida General Contractor's License ✓
I. Corporate Resolution evidencing Authorization to Submit Bid ✓
J. Evidence of Insurability ✓
K. Addenda ✓

11B(4)

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 5/10, 2012.

State Contractor License No. CGC 1511135. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

11B(15)

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

11B(16)

A Corporation

Corporation Name: The BG Group LLC (SEAL)
State of Incorporation: FL
Type (General Business, Professional, Service, Limited Liability): LLC

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Ivy Fradin

Title: Managing Member

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

THE BG GROUP LLC 2003

Business address: 1140 Holland Dr #19
Boca Raton FL 33487

Phone No.: 561.998.7997 FAX No.: 561.998.8815

Date of Qualification to do business is 1/28/03

End of Section

11B(17)

DOCUMENT 00301

SUPPLEMENT TO BID FORM

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

We, The BG Group LLC, are a nearly 10 year old demolition Company focused on demolition, asbestos abatement, concrete crushing & excavation. Fully bondable & insured, we are an M/WBE & an SBE as well, with a focus on safety, professionalism & client satisfaction.

2. The address of the principal place of business is:

1140 Holland DR #19
Boca Raton FL 33487

3. Company telephone number, fax number and e-mail addresses:

ph- 561-998-7997
fx- 561-998-8815
em- ivy@TheBGGroup.net

4. Number of employees:

45

5. Number of employees assigned to this project:

TBD

11B(18)

6. Company Identification numbers for the Internal Revenue Service:

81 059 3332

7. Provide Miami-Dade County Business Tax Receipt Number, if applicable, and expiration date:

N/A but licenses attached

8. How many years has your organization been in business as a General Contractor? Does your organization have a specialty?

9+ , yes- demolition

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

City of MIRAMAR - PUBLIC SAFETY BUILDING
total demolition of multiple Buildings
$170,000
LUIS LOPEZ- CITY OF MIRAMAR - 954.602.3316

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11B(19)

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.
Name City of MiRAMAR
Address 2200 Civic Center Place MiRAMAR FL 33025
Telephone No. Luis Lopez 954.602.3316

11.2.
Name BJ&K
Address 970 W McNab Rd #210 FT LAUDERDALE FL 33309
Telephone No. BRAD RUNYAN 954.974.9181

11.3.
Name Palm Beach County
Address 2633 Vista PARKWAY West Palm Beach FL 33411
Telephone No. John TIERNEY 561.233.0252

12. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date
	See attached			

11B(20)

THE BG GROUP, Current Projects/References

Project Name:	Canoe Creek, Turkey Lake, Fort Pierce and Fort Drum Service Plazas—
Project Date:	December 2011-present
General Contractor:	Arellano/OHL/Stride Group
General Contractor Contact/Phone:	Ruben Tapia, 305.345.9581
Brief Description of Project:	Selective and total demolition at turnpike plaza
Contract Amount:	about $350,000

Project Name:	Aeroterm Buildings 890 and 891--Miami, FL
Project Date:	January 2012-present
General Contractor:	Stiles Construction
General Contractor Contact/Phone:	Ken Miggins, 954.627.9150
Brief Description of Project:	Interior demolition of airport hangars
Contract Amount:	about $250,000

Project Name:	Broward Wind Mitigation--Fort Lauderdale, FL
Project Date:	January 2012-present
General Contractor:	Stiles Construction
General Contractor Contact/Phone:	Steve Sjoblom, 954.627.9150
Brief Description of Project:	Selective demolition of sheriff headquarters with high security
Contract Amount:	about $95,000

Project Name:	US Foods--Pompano Beach, FL
Project Date:	January 2012-present
General Contractor:	Butters Construction
General Contractor Contact/Phone:	Peter Huntington, 954.570.8111
Brief Description of Project:	Interior demolition of large warehouse
Contract Amount:	about $160,000

Project Name:	Daytona Village—Daytona Beach, FL
Project Date:	April 2012-present
General Contractor:	Daytona Beach Housing Authority
General Contractor Contact/Phone:	Doug Zimmer, *386.253.5653*
Brief Description of Project:	Demolition of multiple multi-story housing units
Contract Amount:	about $125,000

Project Name:	Dunbar Village—West Palm Beach, FL
Project Date:	April 2012-present
General Contractor:	West Palm Beach Housing Authority
General Contractor Contact/Phone:	Ed Overstreet, 561.719.2138
Brief Description of Project:	Demolition of multiple housing units
Contract Amount:	about $110,000

Project Name:	Fisher Island Links Clubhouse—Fisher Island, FL
Project Date:	April 2012-present
General Contractor:	Miller Construction
General Contractor Contact/Phone:	Chris Hannaka, 954.764.6550
Brief Description of Project:	Interior demolition in high security location
Contract Amount:	over $26,000

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(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

Yes

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

SubContractor Name	Address	Work to be Performed
Kelly Benson Electric	Hollywood FL 611 N.21st Ave	electrical
AURORA SOD	Loxahatchee FL 14139 82nd LN N	SOD

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

See attached list

LIST OF EQUIPMENT BG GROUP DEMOLITION

KOMATSU

MODEL	SERIAL#	YEAR	BG#	FUEL CAPICITY
PC200-LC7	C70379	2004	E05	105.68 GALS
PC300-LC7	A85979	2004	E07	160.00 GALS
PC200-7	C71564	2004	E09	105.68 GALS
PC200-LC8	C60245	2006	E12	105.00 GALS
PC300-LC7	A85936	2004	E14	160.00 GALS ***
PC340-LC7	A86455	2005	E16	160.00 GALS
PC400-LC6LM	A85235	2002	E15	160.00 GALS ***
WA320-MC3	A31690	2002	L01	65.50 GALS ***
WA320-MC3	A31721	2002	L02	65.50 GALS

HYUNDAI

MODEL	SERIAL#	YEAR	BG#	FUEL CAPICITY
757-7	110499	2005	L03	78.00 GALS ***
757-7	110709	2005	L04	78.00 GALS ***

FINTEC – CRUSHER

ENGINE#	SERIAL#	YEAR	BG#	FUEL CAPICITY
		2005		65.5 GALS ***
		2007		65.5 GALS

LINKBELT

MODEL	SERIAL#	YEAR	BG#	FUEL CAPICITY
330LX Tier III	K6J61624/ Q3N6HEX7046	2006	E13	153.00 GALS ***

CATERPILLAR

MODEL	SERIAL#	YEAR	FUEL CAPICITY
330DL-W/GRAPPLE	CAT0330DAMWP01139	2007	160.00 GALS ***
330 -W/MUNCHER	CAT33DLMWP00700		
345CL	CAT0345CCPJW00809	2006	160.00 GALS ***
345BL	4SS01067	2005	160.00 GALS
308B W/HAMMER	BXT02633	2008	16.00 GALS ***
308B W/HAMMER	BXT02705	2008	16.00 GALS ***
H130S	7CM04231 (HYDRAULIC HAMMER)		

MINI EXCAVATOR

MODEL	SERIAL#	ENGINE#	FUEL CAPICITY
CAT301.8	5DW08118	BFA03180	5.30 GALS

BOBCAT

MODEL	MODEL#	SERIAL#	YEAR	FUEL CAPICITY
SKID STEER	T190	531613054	2006	5.30 GALS
SKID STEER	T190	531613985	2006	5.30 GALS
SKID STEER	S220	526215540	2005	5.30 GALS ***
SKID STEER	S220	526211894	2004	5.30 GALS

CATERPILLAR SKIDSTEER

MODEL	SERIAL#	YEAR	FUEL CAPICITY
226B Series II	MJH09219	2008	5.30 GALS ***
226B Series II	MJ09240	2008	5.30 GALS ***
224B	CAT00252VFDG00659	2008	5.30 GALS ***
216B	5FZ03830	2008	5.30 GALS

Anticipated Manpower: 14 @ 12 HRS. PER DAY.

POSSIBLE EQUIPMENT TO BE UTILIZED: ****

11B(23)

16. What equipment will you purchase for the proposed work?

none

17. What equipment will you rent for the proposed work?

none- unless needed at the time

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

Andrew Stull- Resume attached

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

The BG Group LLC
1140 Holland DR #19
BOCA RATON FL 33487

Managing Members- Ivy FRADIN
Steve GREENBERG

Andrew Daniel Stull
5244 Quiet Creek Lane
Lakeland, Florida 33811
(863) 937-3873 home
(863) 899-6784 cell

SKILLS

Interior and Structural Demolition
Certified Asbestos Abatement Superintendent
Heavy Equipment Operator
Concrete Cutting and Coring
Welding
General Construction
Painting
Drywall Framing and Hanging
Basic Mechanical Knowledge
Electrical Repair

EXPERIENCE

The BG Group LLC Boca Raton, FL

Superintendent - From May 2010 until present. Responsible for the everyday operation of Central, West and North Florida demolition and abatement projects. Duties included scheduling of manpower and equipment, safety supervision as well as keeping the jobs on time and within budget, and dealing with the clients and vendors.

Invision Construction Inc. Lakeland FL

Superintendent - From Sept 2006 until Jan.2010 Responsible for the everyday operation of the demolition division of Invision Construction, Inc. Duties included scheduling of manpower and equipment as well as keeping the jobs on time and within budget, and dealing with the clients and vendors. Worked on jobs from $3000 to $ 400,000 one to five stories in size.

National Tenant Improvements, Sarasota, FL

Superintendent- June. 2003 to Sept 2006 Lined up subcontractors for various jobs; wrote punch list for subcontractors; making sure trades were completed properly, on time, and within budget; keep track of all additional scopes of work; liaison between NTI

and local building department, handled jobs from permitting to final inspection and certificate of occupancy

Assistant Superintendent- Jan. 2002 to Jun. 2003
In charge of demolition crew, supported the superintendent with framing, electrical, and ceiling layouts

Skilled Labor- Apr. 2001 to Jan. 2002
Installed hardwood floors, framed ceiling and walls for retail stores, installed Acoustical Ceilings and painted

EDUCATION

April 2006- General Education Diploma
Enterprise High School

REFERENCES

Available upon request

11B(26)

19.1. The correct name of the Bidder is:

The BG Group LLC

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

LLC

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Ivy FRADIN - Managing Member
Steve Greenberg - Managing Member

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

The foregoing instrument was acknowledged before me this 30 day of Apr, 2012, by Ivy FRADIN who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 30 day of Apr, 20__.

KRYSTAL COURCHENE
MY COMMISSION # EE 000266
EXPIRES: October 12, 2014
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

11B(27)

(Serial number, if any)

DOCUMENT 00700

TRENCH SAFETY ACT FORM

Project: Demolition of North Bay Village City Hall Bidder: The BG Group LLC

This form must be completed and signed by the Bidder. Failure to complete this form may result in the BID being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et.seq., which became effective October 1, 1990, may be in effect during the period of construction of the Project. The Bidder, by signing and submitting the Bid, is in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards, and that all trench excavation shall be in accordance with all applicable law and regulations. The Bidder further identifies the following separate item(s) of cost of compliance with the applicable trench safety standards, as well as the method of compliance:

Method of Compliance	N/A	***Cost***
		.00
		.00
	Total:	$ .00

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the total base Bid. Failure to complete the above may result in the Bid being declared non-responsive.

The Bidder is, and the CITY is not, responsible to review and assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statutes Section 553.60 et. seq. which may be cited as the "Trench Safety Act". Bidder is, and the CITY is not, responsible to determine, if any safety or safety related standards apply to the Project, including ~~but~~ not limited to, the "Trench Safety Act".

Witness Signature	Bidder's Signature
SARNE GREENBERG	IVY FRADIN
Witness Printed Name	Printed Name
1140 HOLLAND DR #19	Managing Member
Witness Address BOCA RATON FL 33487	Title
4/30/12	4/30/12
Date	Date

11B(29)

DOCUMENT 00800

ACKNOWLEDGEMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO: CITY OF NORTH BAY VILLAGE

We The BG GROUP LLC, hereby acknowledge and agree that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

STEVE greenberg
CONTRACTOR

ATTEST

By: STEVE greenberg

Title: Managing Member

4/30/12
DATE

END OF DOCUMENT

11B(30)

THE BG GROUP, LLC

May 10, 2012

To Whom It May Concern:

Please let this letter serve as written confirmation that Ivy Fradin, Managing Member, has the authority to sign on behalf of The BG Group, LLC and submit this bid.

Steven Greenberg, Managing Member

Sworn to and subscribed before me this 10 day of MAY, 2012, who is personally known or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

My commission expires: _____

KRYSTAL COURCHENE
MY COMMISSION # EE 000266
EXPIRES: October 12, 2014
Bonded Thru Notary Public Underwriters

11B(31)

1140 Holland Dr. #19 • Boca Raton, FL • 33487 • 561-998-7997 • Fax: 561-998-8815 • email: info@thebggroup.net

AC# 4976289

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L10052701116

DATE	BATCH NUMBER	LICENSE NBR
05/27/2010	098165909	CGC1511135

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

GREENBERG, STEVEN
THE BG GROUP LLC
1140 HOLLAND DRIVE SUITE 19
BOCA RATON FL 33487

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

ANNI M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.taxcollectorpbc.com Tel: (561) 355-2272

LOCATED AT
1140 HOLLAND DR
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	GREENBERG STEVEN	CGC1511135	U11.385872 - 07/21/11	$27.50	B40096972

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2011/2012 LOCAL BUSINESS TAX RECEIPT

BG GROUP LLC
BG GROUP LLC
1140 HOLLAND DR
BOCA RATON, FL 33487-2764

LBTR Number: 200621397
EXPIRES: SEPTEMBER 30, 2012

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state of federal law.

LOCAL BUSINESS TAX
RECEIPT # 12 00040569

CITY OF BOCA RATON
BUSINESS TAX AUTHORITY
201 WEST PALMETTO PARK ROAD
BOCA RATON, FLA. 33432-3795

THIS IS NOT A BILL
Any changes in name, address, suite, ownership, etc. will require a new application within 15 days to avoid penalty or the license is null and void.

BG GROUP LLC. - THE
GREENBERG, STEVEN R.
1140 HOLLAND DR 19

BUSINESS TAX RECEIPT
CERTIFICATE OF USE
EXPIRES: 9/30/12

Business Tax fee:	105.00
Penalty fee:	.00
Late fee:	.00
Additional fee:	.00
Transfer fee:	.00
Total paid:	**105.00**

BG GROUP LLC. - THE
1140 HOLLAND DR 19
BOCA RATON FL 33487

has paid the business tax at the above address for the period beginning the 1st day of October and ending the 30th day of September to engage in the business, profession or occupation of:

Class: CONTRACTOR BUSINESS-QUALIFIE

11B(32)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Bateman Gordon and Sands
3050 North Federal Hwy
Lighthouse Point FL 33064

CONTACT NAME:
PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006
E-MAIL ADDRESS: admin@bgsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Safety Indemnity Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

The BG Group, LLC
1140 Holland Drive; Suite #19
Boca Raton FL 33487

BGGRO

COVERAGES

CERTIFICATE NUMBER: 214187264

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		ENV0273151102	11/10/2011	11/10/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X XCU/Contractual						PERSONAL & ADV INJURY	$1,000,000
	X Pollution Liab.						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY						BI/PD Deductible	$5,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ENU0273461102	11/10/2011	11/10/2012	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holders is named as additional insured for General Liability coverage as their interest may appear when required by written contract.

CERTIFICATE HOLDER

JEA
JEA Customer Service
21 W. Church Street
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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11B(33)

Client#: 83931

BGGRO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

Advanced Ins U/W of Boca Raton
21845 N Powerline Rd-Ste 205
Boca Raton, FL 33433
954 963-6666

CONTACT NAME:
PHONE (A/C, No, Ext): 954 963-6666 FAX (A/C, No): 9549641438
E-MAIL ADDRESS:

INSURED

The BG Group, LLC
1140 Holland Drive, Suite 19
Boca Raton, FL 33487

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Praetorian Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
A	AUTOMOBILE LIABILITY			PICFL0001952	05/12/2011	05/12/2012		$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR							$
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					WC STATU-TORY LIMITS / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured with respect to Auto when required by written contract. Blanket waiver of subrogation with respects to auto when required by written contract.

CERTIFICATE HOLDER

Kennedy Generating Station
4215 Talleyrand Avenue
Pump Shop Break Room
Jacksonville, FL 32206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charlotte Floyd 11B(34)

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KAD

ACORD

THEBGGROUP WGRINER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

Insurance Agency of the South LLC
dba Advanced Comp
170 Fitzgerald Road
Suite 2
Lakeland, FL 33813

CONTACT NAME:
PHONE (A/C, No, Ext): (863) 646-3332 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Bridgefield Employers Ins. Co.	10701
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

The BG Group, LLC
1140 Holland Drive, Suite 19
Boca Raton, FL 33487

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR							$
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		0830-49393	11/10/2011	11/10/2012	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Location: Kennedy Generating Station 4215 Talleyrand Avenue Pump Shop Break Room, Jacksonville, FL 32206

CERTIFICATE HOLDER

JEA Customer Center
21 W. Church Street
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fielding Dickey 11B(35)

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DOCUMENT 00900

BID BOND

BIDDER *(Name and Address)*:
The BG Group, LLC
1140 Holland Drive, #19
Boca Raton, FL 33487

SURETY *(Name and Address of Principal Place of Business)*:
International Fidelity and Insurance Company
One Newark Center, 20th Floor
Newark, NJ 07102

OWNER *(Name and Address)*:
CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

BID
BID DUE DATE: _____
Project Description Including Location is as follows:
PROJECT NAME: Demolition of City Hall Building
PROJECT NO: 2012-01
LOCATION: CITY OF NORTH BAY VILLAGE, FLORIDA

BOND
BOND NUMBER: n/a
DATE: *(Not later than Bid Due Date)*: April 30, 2012
PENAL SUM: Five Percent of the Total Amount Bid (5% of Total Amount Bid)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

The BG Group, LLC (Seal)
Bidder's Name and Corporate Seal

By: Managing Member
Signature and Title

Attest: MM
Signature and Title

THE BG GROUP LLC 2003

SURETY

International Fidelity Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Joseph M. Pietrangelo
Signature and Title Joseph M. Pietrangelo
(Attach Power of Attorney) Attorney-In-Fact

Attest: [signature]
Signature and Title Claudette Alexander Hunt, Surety Witness

Note:
(1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

11B(36)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder for the Work required by the Contract Documents, provided that in no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 3.2. All bids are rejected by Owner, or
   - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

11B(37)

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JOSEPH M. PIETRANGELO, PAUL RODRIGUEZ, BRANDON J. BEANE

Miami, FL

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

JOSE A. MARQUEZ, JR. NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of April, 2012. 11B(38)

Maria H. Franco

Assistant Secretary

DOCUMENT 00500

BID FORM

BID FROM:
Company: IMAGES & CONCEPTS DEVELOPMENT INC.

Address: 15041 S.W. 168 TERR.
City/St/Zip: MIAMI, FL. 33187

Phone/ Fax: 7862904486 / 3052325184

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of:

PROJECT NAME: Demolition of North Bay Village City Hall, Project No._____, located at 7903 East Drive, North Bay Village, Florida. NBV 2012-01

To: CITY OF NORTH BAY VILLAGE
ATTN: CITY CLERK
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
1	5/7/12
2	5/8/12

11B(39)

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Bidding Documents will be obtained by the awarded contractor.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents except for hazardous environmental conditions, if any.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given City's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

11B(40)

BID FORM

Item No.	Item	Units	Unit Price	Subtotal
1	Bonds and Insurance	1	5000.00	5000.00
2	Mobilization			
3	Existing Utilities Disconnection	1	1000.00	1000.00
4	Demolition	1	45000.00	45000.00
4a	Building Structure		INCL.	
4b	Foundation		INCL.	
4c	Parking Lot Asphalt		INCL.	
5	Generator Electrical Relocation	1	10,000.00	10,000.00
6	Asbestos Removal to be paid by City at cost plus 10% Administration Fee to Contractor (permit fee paid by Contractor)			
				$
7.	ASBESTOS REPORT	1	1500.00	1500.00
8.	ENGINEERING SURVEY	1	1750.00	1750.00
9.	RODENT INSPECTION	1	1500.00	1500.00
10.	FENCE	1	10000.00	10000.00
11.	FPL. (ALLOWANCE)	1	3000.00	3000.00
12.	CONTRACTOR FEE	1	4500.00	4500.00

TOTAL BID: $ 83,250.00

(EIGHTY THREE THOUSAND TWO HUNDRED FIFTY DOLLARS.)

11B(41)

5.01 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following Total Base Bid as itemized above:

$ 83,250.00

(Total for all items)

Written Bid Amount (in Words):

$ EIGHTY THREE THOUSAND TWO HUNDRED FIFTY (Dollars) 00 (cents)

(Dollars)

IMAGES & CONCEPTS DEV. INC.

Name of Bidder **Signature of Bidder**

5.03 Bidder's Information:
The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301 Contractor's Qualifications Statement.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, attach a statement to this Bid Form to indicate the number of days required.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond, 00401
B. Bid Bond form, 00300
C. Contractor's Qualifications Statement, 00301, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
D. Signed Trench Safety Act Form, 00302 (if applicable)
E. O.S.H.A. Standards Acknowledgement Form, 00303
F. Performance Bond
G. Payment Bond 00620
H. Copy of State of Florida General Contractor's License
I. Corporate Resolution evidencing Authorization to Submit Bid
J. Evidence of Insurability
K. Addenda

11B(42)

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 5/14/12, 20___.

State Contractor License No. CGC049637. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): N/A.

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

11B(43)

A Partnership

Partnership Name: N/A. (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

11B(44)

A Corporation

Corporation Name: IMAGES & CONCEPTS DEV. INC (SEAL)
State of Incorporation: FLORIDA
Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): JUAN VILLAR

Title: PRESIDENT

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 15041 S.W. 168 TERR.
MIAMI, FL. 33187
Phone No.: 7.2904486 FAX No.: 3.2325184

Date of Qualification to do business is 10/1989.

End of Section

11B(45)

Bond# LX110468

BID BOND

BIDDER *(Name and Address)*:

Demolition Services, Inc.
150 E. 63rd Street
Hialeah, FL 33013

SURETY *(Name and Address of Principal Place of Business)*:

Lexon Insurance Company
256 Jackson Meadows Drive
Hermitage, TN 37076

OWNER *(Name and Address)*:

CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

BID

BID DUE DATE: _____

Project Description including Location is as follows:

PROJECT NAME: **Demolition of City Hall Building**

PROJECT NO: **BID# NBV 2012-01**

LOCATION: CITY OF NORTH BAY VILLAGE, FLORIDA

BOND

BOND NUMBER: **LX110468**

DATE: *(Not later than Bid Due Date)*: **May 11, 2012**

PENAL SUM: **Five Thousand & 00/100 ($5,000.00)**

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Demolition Services, Inc. (Seal)	**Lexon Insurance Company** (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: President	By:
Signature and Title	**Burton Harris,** Signature and Title Attorney-In-Fact & Fla. Resident Agent# A111883
Maralys Castillo, President	(Attach Power of Attorney)
	Witness:
Attest:	XXXX:
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

11B(46)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder for the Work required by the Contract Documents, provided that in no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 3.2. All bids are rejected by Owner, or
   - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

11B(47)

POWER OF ATTORNEY

LX - 110468

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera ***

****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

_____
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 11th Day of May, 20 12.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

11B(48)

_____
Philip G. Lauer
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

LX1

DOCUMENT 00301

SUPPLEMENT TO BID FORM

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

GENERAL CONTRACTOR - RESIDENTIAL & COMMERCIAL NEW CONSTRUCTION & RENOVATIONS.

2. The address of the principal place of business is:

15041 S.W. 168 TERRACE
MIAMI, FL. 33187

3. Company telephone number, fax number and e-mail addresses:

TEL. 7862904486 FAX. 3052325184
EMAIL: JJ21FLA@BELLSOUTH.NET

4. Number of employees:

1

5. Number of employees assigned to this project:

1

11B(49)

6. Company Identification numbers for the Internal Revenue Service:

65-0216406

7. Provide Miami-Dade County Business Tax Receipt Number, if applicable, and expiration date:

8. How many years has your organization been in business as a General Contractor? Does your organization have a specialty?

22 YEARS

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

CITY OF MIAMI - TOTAL DEMO FIRE STATION #11 - NELSON CASTELLON 3.412.2275
TOTAL DEMO POOL BUILDING - ENRIQUE CARABELLA - 9.553-2326
COMPREHENSIVE HEALTH CENTER - MIAMI-DADE COUNTY - FELIX CEPERO

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11B(50)

DOCUMENT 00301

SUPPLEMENT TO BID FORM

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

GENERAL CONTRACTOR - RESIDENTIAL & COMMERCIAL NEW CONSTRUCTION & RENOVATIONS

2. The address of the principal place of business is:

15041 S.W. 168 TERRACE
MIAMI, FL. 33187

3. Company telephone number, fax number and e-mail addresses:

TEL. 7862904486 FAX. 3052325184
EMAIL: JJ21FLA@BELLSOUTH.NET

4. Number of employees:

1

5. Number of employees assigned to this project:

1

11 B(51)

6. Company Identification numbers for the Internal Revenue Service:

65-0216406

7. Provide Miami-Dade County Business Tax Receipt Number, if applicable, and expiration date:

8. How many years has your organization been in business as a General Contractor? Does your organization have a specialty?

22 YEARS

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

CITY OF MIAMI - TOTAL DEMO FIRE STATION #11 - NELSON CASTELLON 3.412.2275
TOTAL DEMO POOL BUILDING - ENRIQUE CARABELLA - 9.553-2326
COMPREHENSIVE HEALTH CENTER - MIAMI-DADE COUNTY - FELIX CEPERO

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.
Name LAKES SURGICAL CENTER
Address 2100 W. 76 ST. #101
Telephone No. RUBEN PARADELO 9.536-7414

11.2.
Name COMPREHENSIVE HEALTH CENTER
Address 119 ST. & I-95
Telephone No. FELIX CEPERO. MIAMI DADE COUNTY.

11.3.
Name HOLIDAY INN EXPRESS
Address 5125 N.W. 36 ST.
Telephone No. TRISHA MOLINA - 1.800.894-0680.

12. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date
N/A.				

11B(53)

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

YES.

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

SubContractor Name	Address	Work to be Performed
DEMOLITION SERVICES	PO BOX 133130	DEMOLITION
NICOLA ELECTRIC.	7291 N.W. 12 ST.	ELECTRIC

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

SUBCONTRACTOR HAS ALL EQUIPMENT.

16. What equipment will you purchase for the proposed work?

NONE.

17. What equipment will you rent for the proposed work?

NONE.

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

JUAN VILLAR - GENERAL CONTRACTOR

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

IMAGES & CONCEPTS DEVELOPMENT INC.
15041 S.W. 168 TERRACE
MIAMI, FL. 33187
JUAN VILLAR - PRESIDENT.

19.1. The correct name of the Bidder is:

IMAGES of CONCEPTS DEVELOPMENT INC.
15041 S.W. 168 TERR.
MIAMI, FL. 33187.

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

CORPORATION

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

N/A.

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

The foregoing instrument was acknowledged before me this 12 day of MAY, 2012, by JUAN VILLAR who is personally known to me or who has produced FLORIDA DR. LIC. as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 12 day of MAY, 2012

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment) typed, printed or stamped

TERESA DEL PINO
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD908362
EXPIRES 8/20/2013
BONDED THRU 1-888-NOTARY1

(Title or rank)

DOCUMENT 00700

TRENCH SAFETY ACT FORM

Project: DEMOLITION OF NORTH BAY VILLAGE CITY HALL PROJECT Bidder: IMAGES of CONCEPTS DEV. INC.

This form must be completed and signed by the Bidder. Failure to complete this form may result in the BID being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et.seq., which became effective October 1, 1990, may be in effect during the period of construction of the Project. The Bidder, by signing and submitting the Bid, is in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards, and that all trench excavation shall be in accordance with all applicable law and regulations. The Bidder further identifies the following separate item(s) of cost of compliance with the applicable trench safety standards, as well as the method of compliance:

Method of Compliance		***Cost***
_____		_____.00
_____		_____.00
	Total:	$ 0 .00

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the total base Bid. Failure to complete the above may result in the Bid being declared non-responsive.

The Bidder is, and the CITY is not, responsible to review and assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statutes Section 553.60 et. seq. which may be cited as the "Trench Safety Act". Bidder is, and the CITY is not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

Witness Signature	Bidder's Signature
Witness Printed Name	Printed Name: JUAN VILLAR
Witness Address	Title: PRESIDENT
Date	Date: 5/12/12

11B(57)

DOCUMENT 00800

ACKNOWLEDGEMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO: CITY OF NORTH BAY VILLAGE

We IMAGES & CONCEPTS DEV. INC, hereby acknowledge and agree that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

IMAGES & CONCEPTS DEV. INC.

ATTEST

CONTRACTOR

By: [signature]

ATTEST

Title: PRESIDENT

5/12/12

DATE

END OF DOCUMENT

11B(58)

PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as IMAGES & BENEFITS DEV. INC., called CONTRACTOR, and LEXON INSURANCE CO., hereinafter called SURETY, are bound to CITY OF NORTH BAY VILLAGE, a Florida municipal corporation, hereinafter called CITY, in the amount of EIGHTY THREE THOUSAND TWO HUNDRED FIFTY Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title:

DEMOLITION OF CITY HALL BUILDING
BID # NPV 2012-01
NORTH BAY VILLAGE, FL.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and

2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and

3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and

4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

11B(59)

CITY

CITY OF NORTH BAY VILLAGE, FLORIDA

By:_____

The ____ day of _____, 20___.

AUTHENTICATION:

_____
CITY CLERK

(SEAL)

APPROVED AS TO FORM

_____
CITY Attorney

11B(60)

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

N/A.

_____
(Witness)

By:_____
(Individual Principal)

_____
(Witness)

_____
Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME:**

Signed, sealed and delivered in the presence of:

N/A.

_____
(Witness)

Business Name and Address

_____
(Witness)

By:_____
Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

N/A.

_____
(Witness)

_____
Name and Address of Partnership

(Witness)

By:_____
(Partner)

11B(61)

WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

IMAGES of CONCEPTS DEV. INC.
(Type Corporate Principal Name)

Business Address
15041 S.W. 168 TERR.
MIAMI, FL. 33187.

(Secretary)

By:
President

11B(62)

SURETY

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)
LEXON INSURANCE CO.

Business Address
256 JACKSON MEADOWS DRIVE
HERMITAGE, TN 37076

_____
(Secretary)

By:
SURETY

By:_____
Florida Resident Agent

BURTON HARRIS
_____
(Type Florida Resident's Name)

_____
Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By:_____

Name_____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.*

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

11B(63)

PAYMENT BOND

BY THIS BOND (the "Bond"), We as IMAGES of CONCEPTS DEV. INC, called CONTRACTOR, and LEXON INSURANCE COMPANY, hereinafter called SURETY, are bound to CITY OF NORTH BAY VILLAGE, a Florida municipal corporation, hereinafter called CITY, in the amount of 83250.00 and No/100 Dollars ($83250.00) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title:

DEMOLITION OF CITY HALL BUILDING
BID # NPV 2012-01
NORTH BAY VILLAGE, FL.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

11B(64)

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20___.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

N/A

_____
(Witness)

By:_____
(Individual Principal)

_____
(Witness)

_____
Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME:**

Signed, sealed and delivered in the presence of:

N/A.

_____
(Witness)

Business Name and Address

_____
(Witness)

By:_____
Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

N/A.

_____
(Witness)

_____
Name and Address of Partnership

By:_____
(Witness)

(Partner)

11B(65)

WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

IMAGES of CONCEPTS DEV. INC.
(Corporate PRINCIPAL Name)

15041 S.W. 168 PLACE
Business Address
MIAMI, FL. 33187

Secretary

By: _____
President

11B(66)

ATTEST:

(Surety Seal)

LEXON INSURANCE CO.
(Corporate SURETY)

256 JACKSON MEADOWS DRIVE
HERMITAGE, TN 37076.
Business Address

_____
(Secretary)

By: _____
(Surety)

BURTON HARRIS
Florida Resident Agent

ATTORNEY-IN-FACT

By:_____

Name_____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

11B(67)

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 1

Issued: May 7, 2012

Subject:

Notice to All Proposers:

Question

1. It was discussed that we will need to bring new power from FP&L in order to install an automatic transfer switch to power the existing generator. Would this FP&L expense be under an allowance since on short notice they usually do not quote a price?

Answer

Yes

Question

2.Will you want to use the existing transfer switch on the west side of the fire building or install a new?

Answer

Yes. The existing transfer switch on the west side is to be used.

Question

3. It was discussed that the generator would be serviced and operational at the time the contract would be signed. It this correct?

Answer

Yes

11B(68)

Question

4. Please clarify which items or equipment is to be salvaged for the city.

Answer

The dedication bronze plaques are to be salvaged.

Question

5. Please identify specifically where you want the traffic light switch to be relocated.

Answer

The traffic light switch is to be relocated at the same distance as the FPL vault.

Question

6. It was discussed that bid item #4 would be revised. I suggest that you identify how all of the unit cost is to be priced in order for all bidders to bid uniformly.

Answer

Bid Item #4 is "Demolition" is the title. Sections 4a and 4b are to be priced out.

Question

7. It was discussed that the gas line would be capped at the property south easement. Is this correct?

Answer

Yes.

Question

8. I understand there is an upcoming mandatory site inspection or the like for the above referenced project (Demolition of City Hall Building Bid No. NBV 2012-01). Can you please advise me of the date, location and time.

11B(69)

Answer

The pre-bid conference was on May 2, 2012; and it was not mandatory.

Question

9. What is the budget for the project?

Attached is a copy of the budget which includes an overall amount for the public safety/municipal complex. A line item amount has not been specified for the demolition of City Hall project.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: [signature]

Print Name: JUAN VILLAR

Firm: IMAGES & CONCEPTS DEV. INC.

Date: 5/12/12

SUBMIT WITH BID FORM

11B(70)

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 2

Issued: May 8, 2012

Subject:

Notice to All Proposers:

Question

1. Is the contractor required to install a 6' temporary fence with a dark wind screen during construction?

Answer

Yes.

Please see the below link for the plans.

http://nbvillage.com/Pages/NorthBayFL_DPW/index

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: [signature]
Print Name: JUAN VILLAR
Firm: IMAGES of CONCEPTS DEV. INC.
Date: 5/12/12.

SUBMIT WITH BID FORM

11B(71)

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

VILLAR, JUAN LUIS
IMAGES & CONCEPTS DEVELOPMENT INC
15041 SW 168 TERRACE
MIAMI FL 33187

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

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

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

STATE OF FLORIDA AC# 4974958
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC049637 05/26/10 098165964

CERTIFIED GENERAL CONTRACTOR
VILLAR, JUAN LUIS
IMAGES & CONCEPTS DEVELOPMENT IN

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2012 L10052601264

DETACH HERE

AC# 4974958

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10052601264

DATE	BATCH NUMBER	LICENSE NBR
05/26/2010	098165964	CGC049637

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

VILLAR, JUAN LUIS
IMAGES & CONCEPTS DEVELOPMENT INC
15041 SW 168 TERRACE
MIAMI FL 33187

11B(72)

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

235832-3 RENEWAL

BUSINESS NAME / LOCATION RECEIPT NO. 247797-4

IMAGES & CONCEPTS DEVELOPMENT INC STATE# CGC049637
15041 SW 168 TERR
33187 UNIN DADE COUNTY

OWNER
IMAGES & CONCEPTS DEVELOPMENT IN

Sec. Type of Business WORKER/S
196 GENERAL BUILDING CONTRACTOR 1

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS

DO NOT FORWARD

IMAGES & CONCEPTS DEVELOPMENT INC
15041 SW 168 TERR
MIAMI FL 33187

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR

08/05/2011
09010044001
000075.00

54

SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

235832-3 RENEWAL

BUSINESS NAME / LOCATION RECEIPT NO. 649861-2

IMAGES & CONCEPTS DEVELOPMENT INC STATE# CCC1328557
15041 SW 168 TERR
33187 UNIN DADE COUNTY

OWNER
IMAGES & CONCEPTS DEVELOPMENT IN

Sec. Type of Business WORKER/S
196 SPECIALTY BUILDING CONTRACTOR 1

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS

DO NOT FORWARD

IMAGES & CONCEPTS DEVELOPMENT INC
15041 SW 168 TERR
MIAMI FL 33187

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR

08/05/2011
09010044002
000075.00

58

SEE OTHER SIDE

11 B(73)

2012 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 16, 2012
Secretary of State

DOCUMENT# L97123

Entity Name: IMAGES & CONCEPTS DEVELOPMENT INC.

Current Principal Place of Business:

15041 SW 168 TERR.
MIAMI, FL 33187

New Principal Place of Business:

15041 SW 168 TERR.
MIAMI, FL 33187 UN

Current Mailing Address:

15041 SW 168 TERR.
MIAMI, FL 33187

New Mailing Address:

15041 SW 168 TERR.
MIAMI, FL 33187 UN

FEI Number: 65-0216406 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

VILLAR, JUAN
15041 SW 168 TERR.
MIAMI, FL 33187 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

OFFICERS AND DIRECTORS:

Title:	P
Name:	VILLAR, JUAN
Address:	15041 SW 168 TERR.
City-St-Zip:	MIAMI, FL 33187

11B(74)

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JUAN VILLAR PRES 04/16/2012
Electronic Signature of Signing Officer or Director Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ALL CITY INSURANCE INC - ACI
7200 CORPORATE CENTER DR
SUITE 316
MIAMI FL 33126

CONTACT NAME: JAVIER GUTIERREZ
PHONE (A/C, No, Ext): (305) 463-9431 FAX (A/C, No): (305) 629-7808
E-MAIL ADDRESS: JGUTIERREZ@ALLCITYINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MID-CONTINENT CASUALTY CO	23418
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
IMAGES & CONCEPTS DEVELOPMENT INC
15041 SW 168 TERRACE
MIAMI FL 33187-

COVERAGES CERTIFICATE NUMBER: 16 REVISION NUMBER: 00

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			04GL825125	07/01/2011	07/01/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR							$
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)		N/A				WC STATU-TORY LIMITS / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GENERAL CONTRACTOR

11B(75)

CERTIFICATE HOLDER

CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY #132
N. BAY VILLAGE FL 33141-

CANCELLATION

AI 000160

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DOCUMENT 00500

BID FORM

BID FROM:
Company: METRO Equipment Service, INC.

Address: 9415 SW 72 ST. Suite # 131
City/St/Zip: Miami, Fla. 33173

Phone/ Fax: 305-740-3303 / 305-740-3305

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of:

PROJECT NAME: Demolition of North Bay Village City Hall, Project No. NBV-2012-01, located at 7903 East Drive, North Bay Village, Florida.

To: CITY OF NORTH BAY VILLAGE
ATTN: CITY CLERK
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
1	5-7-12
2	5-8-12

11B(76)

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Bidding Documents will be obtained by the awarded contractor.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents except for hazardous environmental conditions, if any.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given City's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

11B(77)

BID FORM

Item No.	Item	Units	Unit Price	Subtotal
1	Bonds and Insurance	LS	5000.	5,000.
2	Mobilization	LS	15,000.	15,000.
3	Existing Utilities Disconnection	LS	5,000.	5,000.
4	Demolition			
4a	Building Structure	LS	61,620.	61,620.
4b	Foundation	LS	15,000.	15,000.
4c	Parking Lot Asphalt	LS	5,000.	5,000.
5	Generator Electrical Relocation	LS	32,100.	32,100.
6	Asbestos Removal to be paid by City at cost plus 10% Administration Fee to Contractor (permit fee paid by Contractor)			
				$ 138,720.

11B(78)

5.01 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following Total Base Bid as itemized above:

$ 138,720.-
(Total for all items)

Written Bid Amount (in Words):

$ One hundred & thirty Eight thousand Seven hundred & Twenty dollars
(Dollars) (cents)

(Dollars)

Metro Equipment Service, Inc.
Name of Bidder

Signature of Bidder

5.03 Bidder's Information:
The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301 Contractor's Qualifications Statement.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, attach a statement to this Bid Form to indicate the number of days required.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond, 00401
B. Bid Bond form, 00300
C. Contractor's Qualifications Statement, 00301, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
D. Signed Trench Safety Act Form, 00302 (if applicable)
E. O.S.H.A. Standards Acknowledgement Form, 00303
F. Performance Bond
G. Payment Bond 00620
H. Copy of State of Florida General Contractor's License
I. Corporate Resolution evidencing Authorization to Submit Bid
J. Evidence of Insurability
K. Addenda

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

11B(79)

SUBMITTED on 5-14, 2012.

State Contractor License No. CGC 1519987 (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

11B (80)

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

11B(81)

A Corporation

Corporation Name: Metro Equipment Service (SEAL)
State of Incorporation: Florida
Type (General Business, Professional, Service, Limited Liability): G/C

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jorge L. Godoy

Title: President

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 9415 SW 72 ST. Suite # 131

Phone No.: 305-740-3303 FAX No.: 305-740-3305

Date of Qualification to do business is _____.

End of Section

11B(82)

DOCUMENT 00301

SUPPLEMENT TO BID FORM

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

We Specilize in water & sewer under ground excavation. Pump Stations, Control flow structures, Plant work Canal & Lake Stabilization, Design/Build, demolition. Emergency Repairs

2. The address of the principal place of business is:

9415 SW 72 ST. Suite #131
Miami, Fla. 33173

3. Company telephone number, fax number and e-mail addresses:

305-740-3303 office 305-740-3305 Fax,
Afmetro@BellSouth.net

4. Number of employees: 60

5. Number of employees assigned to this project: 2-3

City of North Bay Village

11B(83)

6. Company Identification numbers for the Internal Revenue Service:

65-0010248

7. Provide Miami-Dade County Business Tax Receipt Number, if applicable, and expiration date:

N/A

8. How many years has your organization been in business as a General Contractor? Does your organization have a specialty?

20 years - See answer #1

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

See attached Job History

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

DOCUMENT 00301

SUPPLEMENT TO BID FORM

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

We Specilize in water & sewer under ground excavation. Pump STATIONS, Control flow structures, Plant work Canal & Lake Stabilization, Design/Build, demolition. Emergency Repairs

2. The address of the principal place of business is:

9415 SW 72 ST. Suite #131
Miami, Fla. 33173

3. Company telephone number, fax number and e-mail addresses:

305-740-3303 office 305-740-3305 Fax,
Afmetro e BellSouth.net

4. Number of employees:

60

5. Number of employees assigned to this project:

2-3

11B(85)

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.
Name Miami Dade Water & Sewer
Address 3071 SW 38 Ave. Miami, Fla. 33146
Telephone No. 786-268-5296 or 786-268-5250
Victor Fernando Cuervo

11.2.
Name South Florida Water Management
Address 3301 Gun Club Road, West Palm Beach 33406
Telephone No. 561-682-6243 Lai Schafan

11.3.
Name City of Sunrise
Address 777 Sawgrass Corporate Parkway - Sunrise Fla.
Telephone No. 954-846-7400 Frank Viloria or Tim Welch

12. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date
Duck Key Ph 142	FKAA	4,800,000.-	May 2012	95 %
S-83E	MDWSD - WASA	1,700,000.-	" "	90 %
Pump Station E	Coral Gables	600,000.-	" "	90 %
Distribution Piping upgrade	City of Hollywood	900,000.-	April 2012	100 %
Park City	City of Sunrise	4,600,000.-	NOV 2012	20 %
Big Pine Key	FKAA	2,600,000.-	SEPT. 2012	20 %
Duck Key 4,5,6	FKAA	4,900,000.-	MARCH 2012	5 %

11B(86)

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

yes

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

SubContractor Name	Address	Work to be Performed
NTP Site Development	15604 SW 63 TERR-Miami	ASSIST with DEMO
Beamac Electric	1121 E. Commercial Blvd-Ft. Lauderdale	Electrical Disconnect / Generator Auto. Transfer Switch installation

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

Excavator, Loader

11B(87)

19.1. The correct name of the Bidder is:

Metro Equipment Service, INC.

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Jorge L. Goday

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

The foregoing instrument was acknowledged before me this 7th day of May, 2012, by Jorge L. Goday who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 7th day of May, 2012.

DANIEL GONZALEZ
Commission # EE 099730
Expires June 2, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

(NOTARY SEAL)

(Signature of person taking acknowledgment)

Jorge L. Goday

(Name of officer taking acknowledgment)
typed, printed or stamped

President

(Title or rank)

(Serial number, if any)

11B(89)

DOCUMENT 00700

TRENCH SAFETY ACT FORM

Project: Demolition of City Hall Building Bidder: Metro Equipment Service, Inc.

This form must be completed and signed by the Bidder. Failure to complete this form may result in the BID being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et.seq., which became effective October 1, 1990, may be in effect during the period of construction of the Project. The Bidder, by signing and submitting the Bid, is in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards, and that all trench excavation shall be in accordance with all applicable law and regulations. The Bidder further identifies the following separate item(s) of cost of compliance with the applicable trench safety standards, as well as the method of compliance:

Method of Compliance	***Cost***
Shoring	1000.00
	.00
Total:	$ 1000.00

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the total base Bid. Failure to complete the above may result in the Bid being declared non-responsive.

The Bidder is, and the CITY is not, responsible to review and assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statutes Section 553.60 et. seq. which may be cited as the "Trench Safety Act". Bidder is, and the CITY is not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

Witness Signature	Bidder's Signature
Abbie Fiallo	Jorge L. Godoy
Witness Printed Name	Printed Name
9415 SW 72 ST.	President
Witness Address	Title
5-10-12	5-10-12
Date	Date

11B(90)

DOCUMENT 00800

ACKNOWLEDGEMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO: CITY OF NORTH BAY VILLAGE

We Metro Equipment Service, hereby acknowledge and agree that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

Metro Equipment Service, Inc.
CONTRACTOR

ATTEST

By:

Title: Jorge L. Godoy

5-10-12
DATE

END OF DOCUMENT

11B(9)

DOCUMENT 00900

BID BOND

BIDDER *(Name and Address)*:

Metro Equipment Service, Inc.
9415 SW 72 St.
Miami, FL 33173

SURETY *(Name and Address of Principal Place of Business)*:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:

CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

BID

BID DUE DATE: May 14, 2012
Project Description Including Location is as follows:
PROJECT NAME: Demolition of City Hall Building
PROJECT NO: NBV - 2012-01
LOCATION: CITY OF NORTH BAY VILLAGE, FLORIDA

BOND

BOND NUMBER: N/A
DATE: *(Not later than Bid Due Date)*: May 9, 2012
PENAL SUM: Five Percent of Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Metro Equipment Service, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature and Title
Jorge L. Godoy, President

Attest: [signature]
Signature and Title
Jorge L. Godoy, Secretary

SURETY

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: Charles D. Nielson
Signature and Title Charles D. Nielson, Attorney-in-Fact
(Attach Power of Attorney)

Attest: as per attached Power of Attorney
Signature and Title

Note:
(1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

11B(92)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder for the Work required by the Contract Documents, provided that in no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 3.2. All bids are rejected by Owner, or
   - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

11B(93)

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222181

Certificate No. 004601868

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, Gloria McClure, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of October, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 20th day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

11B(94)

58440-6-11Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of May, 2012.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

11B(95)

DOCUMENT 00904

CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 1

Issued:* *Date

Subject:

Notice to All Proposers:

ADDENDA TO BE PLACED HERE

Issued By: _____

Name

PROOF OF RECEIPT

Recipient Signature: _____

Print Name: Abby Fiallo

Firm: Metro Equipment Service

Date: 5-1-12

SUBMIT WITH BID FORM

11B(96)

11.4 City May Suspend Work: City may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to Contractor, which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall not be allowed an increase in the Contract Price but may request an extension of the Contract Time, directly attributable to any suspension if Contractor makes an approved claim therefore as provided herein.

11B (97)

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 1

Issued: May 7, 2012

11B(98)

Subject:

Notice to All Proposers:

Question

1. It was discussed that we will need to bring new power from FP&L in order to install an automatic transfer switch to power the existing generator. Would this FP&L expense be under an allowance since on short notice they usually do not quote a price?

Answer

Yes

Question

2.Will you want to use the existing transfer switch on the west side of the fire building or install a new?

Answer

Yes. The existing transfer switch on the west side is to be used.

Question

3. It was discussed that the generator would be serviced and operational at the time the contract would be signed. It this correct?

Answer

Yes

Question

4. Please clarify which items or equipment is to be salvaged for the city.

Answer

The dedication bronze plaques are to be salvaged.

Question

5. Please identify specifically where you want the traffic light switch to be relocated.

Answer

The traffic light switch is to be relocated at the same distance as the FPL vault.

Question

6. It was discussed that bid item #4 would be revised. I suggest that you identify how all of the unit cost is to be priced in order for all bidders to bid uniformly.

Answer

Bid Item #4 is "Demolition" is the title. Sections 4a and 4b are to be priced out.

Question

7. It was discussed that the gas line would be capped at the property south easement. Is this correct?

Answer

Yes.

Question

8. I understand there is an upcoming mandatory site inspection or the like for the above referenced project (Demolition of City Hall Building Bid No. NBV 2012-01). Can you please advise me of the date, location and time.

11B(99)

11B(100)

Answer

The pre-bid conference was on May 2, 2012; and it was not mandatory.

Question

9. What is the budget for the project?

Attached is a copy of the budget which includes an overall amount for the public safety/municipal complex. A line item amount has not been specified for the demolition of City Hall project.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: [signature]
Print Name: Arrey Fiallo
Firm: Metro Equipment Service, Inc.
Date: 5-8-12

SUBMIT WITH BID FORM

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 2

Issued: May 8, 2012

Subject:

Notice to All Proposers:

Question

1. Is the contractor required to install a 6' temporary fence with a dark wind screen during construction?

Answer

Yes.

Please see the below link for the plans.

http://nbvillage.com/Pages/NorthBayFL_DPW/index

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: [signature]
Print Name: Abbey Fialto
Firm: Metro Equipment Service
Date: 5-8-12

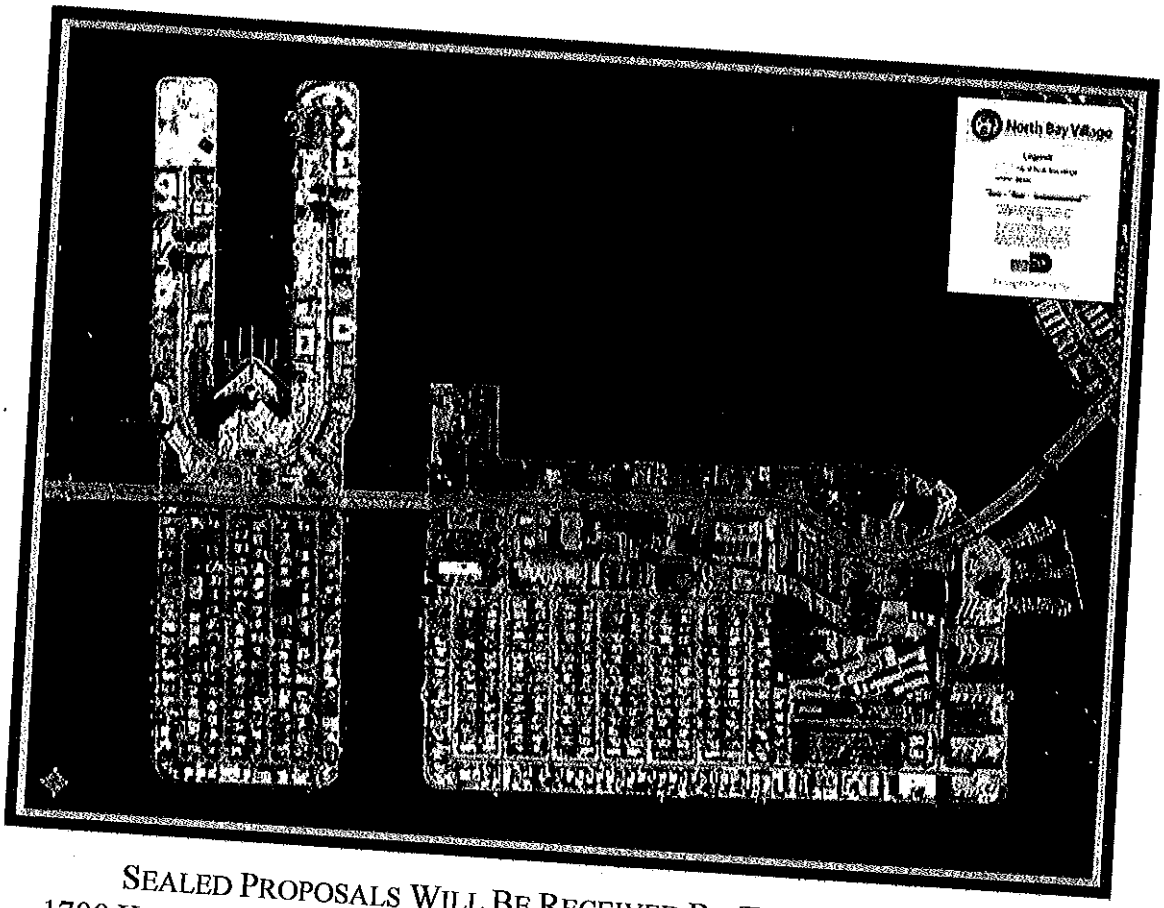
SUBMIT WITH BID FORM

11B (101)

North Bay Village, Florida

INVITATION TO BID
FOR
DEMOLITION OF CITY HALL BUILDING

BID NO. NBV 2012-01



SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CLERK,
1700 KENNEDY CAUSEWAY, SUITE 132, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE MAY 14, 2012

11B(102)

CITY OF NORTH BAY VILLAGE

INVITATION TO BID FOR
DEMOLITION OF CITY HALL BUILDING
BID NO. NBV 2012-01

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CITY OF NORTH BAY VILLAGE
INVITATION TO BID
DEMOLITION OF CITY HALL BUILDING
BID NO. NBV 2012-01

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting bids from qualified companies to demolish the City Hall, Police and Fire Department Building located at 7903 East Drive, North Bay Village, Florida.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Bid Package may be obtained at the City Administrative Offices, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before May 14, 2012 no later than 10:00 a.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

A Pre-bid Meeting will be held at 10:00 a.m. on May 2, 2012 at 7903 East Drive, North Bay Village, Florida 33141.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this bid at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

11B(104)

CITY OF NORTH BAY VILLAGE
CITY HALL DEMOLITION CONTRACT

This Contract (the "Contract") is dated as of this ____ day of _____, 2012, by and between the City of North Bay Village (hereinafter called the "City") and _____, a Florida corporation (hereinafter called "Contractor") located at: _____.

City and Contractor, in consideration of the mutual covenants hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

DEFINITIONS

Acceptance – The formal action by the City accepting the Work as being complete after review and recommendation for same by the City's Representative.

Addenda – Supplemental instructions and/or instruments issued by the City which may be prior to the opening of the Bids.

Application for Payment – The AIA form Contractor shall use to request payments and which may require supporting documentation.

Architect –The individual or firm designated by the City to be the Project's representative for architectural related matters during the Work.

Bid – The offer or proposal of the Bidder, including all Bidding Documents, setting forth the prices for the Work to be performed.

Bidder – Any person or entity submitting a proposal for the Work described in the Bidding Documents.

Bidding Documents – All documents provided in the Invitation to Bid, including, but not limited to the following: Instructions to Bidders, Bid Form, Bid Bond, Sample Contract, all documentation accompanying Bid, post Bid documentation submitted, Qualifications Statement, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.

Bonds – Bid bond referenced herein, performance and payment bonds referenced herein, maintenance bond and/or any other applicable instruments of security provided pursuant to the Project.

Claim – A written demand or assertion by City or Contractor seeking an adjustment of Contract Price, Contract Times, or both, or other relief with respect to the terms of the Contract Documents. A demand for money or services by a third party is not a Claim.

11B(105)

Change Order – A document recommended by the City's Representative, which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

Contract – (also Agreement) – The written instrument memorializing the agreement between City and Contractor describing the Work to be performed, and the relationship between the parties.

Contract Documents – The Contract Documents consist of, but are not limited to the Drawings, Plans and Specifications, Project Contract, Bid Form, all Bidding Documents, post Bid documentation, Qualifications Statement, Addenda, Notice of Award, Notice to Proceed, Certificates of Insurance, Bonds, the General Conditions, Supplementary Conditions, Permits, any additional documents which are submitted relative to the Bid and all changes, amendments, modifications and supplements issued on or after the Effective Date of the Contract.

Cost of the Work – The sum of all Costs necessarily incurred and paid by Contractor in the proper performance of the Work; as specifically may be limited by provision of the Contract Documents.

Contract Price – The total compensation payable by City to Contractor under the Contract Documents as stated in the Contract, for satisfactory completion of the Work.

Contract Time – The number of days allowed in the Contract for the completion of the Work.

Contractor – The person, firm or corporation with whom City has entered into the Contract for the performance of the Work.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Defective – Unsatisfactory, faulty or deficient, non-conforming with the standards of the Contract Documents, or failing to meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or damaged prior to the recommendation for final payment by the City's Representative.

Drawings – The drawings, diagrams, illustrations and other data which show the character, extent and scope of the Work to be performed and which have been prepared by the Architect and/or Engineer for the Project and approved by the City.

Effective Date – The date indicated in the Contract on which it becomes effective. If no such date is indicated, the date on which the Contract is last signed and delivered.

11B(106)

Engineer – The individual or firm designated by the City to be the City's Representative for engineering related matters during execution of the Project.

Environmental Law – Any and all local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Chapters 161, 253, 373, 376 and 403, Florida Statutes, the rules and regulations of the Florida Department of Environmental Protection, or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

Field Order – A written order issued by the City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Final Completion – The point at which, subsequent to Substantial Completion, all Work, or a phase of the Work, if applicable, required under the Contract Documents has been fully and properly completed, including, but not limited to, punch list items, issuance of certificates of final occupancy and/or use, issuance by all governmental and/or governing authorities having jurisdiction over the Work of all required final approval, permits, and licenses required, delivery of record drawings, electronic files, and manuals to the City.

Hazardous Substance – Any element, constituent, chemical, substance, compound, or mixture, which is defined in or included under or regulated by any Environmental Law.

Landscape Architect – The individual or firm designated by the City as the City's Representative for landscape architectural matters.

Notice of Award – The written notice by City to the lowest responsive, responsible Bidder indicating award of the Bid.

Notice to Proceed – A written notice given by City to Contractor fixing the date on which the Contract Time will commence and on which Contractor's obligations commence.

Partial Utilization – Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

11B(107)

Project – The Work to be performed under the Contract Documents which may be the whole or a part as may be indicated in the Contract Documents.

Punch List – A list of items of Work compiled by inspection by the Architect and/or Engineer, and/or the City's Representative, which are incomplete, unperformed, deficient and/or inconsistent with the Contract Documents.

Responsible Bidder – Any person or entity submitting a Bid who maintains a permanent place of business, meets the qualifications of the Bidding Documents, has adequate equipment and personnel to complete the Work within the established time limits, has adequate financial resources to meet current obligations plus the obligations required to perform the Work and who or which has not defaulted on a prior contract with the City.

Responsive Bidder – Any person or entity submitting a Bid in a form which is true and complete and includes all required attachments and enclosures and is free from exclusions or special conditions.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values – A schedule of the intended and required progress of the Work, including critical path activities and completion dates therefor.

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to City by Contractor to illustrate material or equipment for some portion of the Work.

Site – Lands or areas upon which the Work is to be performed, including rights-of-way and easements for access thereto, and all lands and any area which is designated for the use of Contractor in performance of the Work.

Specifications – Those portions of the Contract Documents consisting of written instructions and technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and the administrative details applicable thereto.

Subcontractor – An individual, firm or corporation who enters into a Contract with Contractor for the performance of any part of Contractor's Work.

11B(108)

Submittals – Documents or Shop Drawings reflecting how a particular aspect of the Work is to be fabricated and installed. Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, Project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

Substantial Completion – A level of completion indicating substantial compliance with the Contract Documents, as certified in writing by City's Representative and recommended by the Architect and/or Engineer, such that the City or its designee can have beneficial use or occupancy of the Project and can use or operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, the City, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

Superintendent or Resident Superintendent – The executive representative for the Contractor present on the Site as the supervisor during execution of the Work, authorized to receive and fulfill instructions from the City and the Architect and/or Engineer.

Supplementary Conditions – That part of the Contract Documents which amends or supplements the Bidding Documents.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Surety – The entity or individual which is bound by the Performance, Payment and/or Maintenance Bond with and for the Contractor, and which contracts to be responsible for the Contractor's acceptable performance of the Work and for his payment of all debts pertaining thereto, in accordance with the Bond documents and Section 255.05, Florida Statutes.

Total Base Bid – The sum of all the unit prices multiplied by the quantities, as provided in the Bid Form.

Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following utility services or materials, including but not limited to: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage, and drainage removal, traffic or other control systems or water.

11B(109)

City – The City of North Bay Village, City Commission or City Manager as applicable.

City's Representative – The individual designated by the City to act as the City's Representative with respect to Contractor's performance of the Work. Such individual shall have authority to transmit instructions, receive information, and make decisions with respect to the performance of the Work.

Work (Also referred to as the "Project") – The entire completed execution of the Project including any or all of the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the Project, all as required by the Contract Documents.

BOCC – Miami-Dade County Board of County Commission
DCA - Florida Department of Community Affairs
DOH – Miami-Dade County Health Department
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection (or DEP)
FDOT - Florida Department of Transportation (or DOT)
FEMA - Federal Emergency Management Agency
SFWMD - South Florida Water Management District
TDC - Tourist Development Council
USACOE - United States Army Corps of Engineers

Article 1. WORK.

1.1 **Project/Work.** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following:

All materials, labor, supervision and equipment required for disconnection of utilities, extermination, and orderly demolition, removal and disposal of existing City Hall structures, including foundations, concrete pads/walks, wood deck, fencing and accessory items, and including on-site relocation of generator and related electrical components located at 7903 East Drive, North Bay Village (also referred to as the "Scope of the Work").

11B(110)

1.2 **Schedule of Values.** Within ten (10) days from the initial conference subsequent to execution hereof and before submission of the first Application for Payment, the Contractor shall submit a Schedule of Values for the Work, which shall include critical path activities proposed completion dates for such activities and an indication of the percentage of Final Completion of the Work each subsequent critical path activity will reflect. The Schedule of Values will be reviewed by the City for acceptance as providing an orderly progression of the Work to completion within the Contract Time and for payment purposes. The finalized Schedule of Values shall be resubmitted by Contractor at City's request until written approval by City is obtained.

1.3 **Additional Services.** At any time the City may request the Contractor to provide additional services (the "Additional Services"). Additional Services shall be authorized by execution of a Change Order at the value calculated as described herein and in the Contract Documents. The cost for any Additional Services performed under any renewal term of this Contract, if any, shall be at the same terms and conditions contained in this Contract.

1.4 **Change Orders**. For changes in the Work, Contract Time, any Additional Services required hereunder, or other changes, the Contract Price shall be increased (if applicable) by an amount equal to Contractor's additional Cost of Work (defined on the Contract Documents), on a unit price basis, if applicable, on a lump sum basis, or as otherwise agreed and specifically set forth in the Change Order. If there is a decrease in the Scope of Work, the Contract Price shall be decreased by the amount of actual costs associated therewith, based on the Cost of the Work and/or unit prices (as applicable) and lowered profit or as otherwise agreed and set forth in the Change Order. All Change Order Requests shall be made on the form attached as Exhibit 1-A. Contractor's response to such request shall be made on the form attached as Exhibit 1-B. All Change Orders shall be executed on the form attached hereto as Exhibit 1-C Change Orders shall be executed on the form attached hereto as Exhibit 1, which shall be binding on the parties when fully executed. Disputes shall be governed by the provisions of the Contract Documents.

11B(111)

1.5 **Emergency Change Orders**. In the event that changes in the Work are required on an emergency basis in order to protect the health and safety of the public, the Contractor shall proceed at the direction of the City's Representative without a written Change Order from City to the limited extent described herein. The Contractor shall keep separate records of all costs and time required to perform the Work. After review and approval by the City, the Contractor shall invoice City on a time and materials basis. In the event that the Work can be stopped without any further harm to the public but additional Work is necessary, the Contractor shall deliver an estimate to the City as soon as practical and the requirements of this Article shall be met before the Contractor resumes the changes to the Work or additional Work.

1.6 **Supplements, Minor Variations or Deviations from or in the Work**. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by one or more the following ways:

a. Approval of a Shop Drawing, Sample or Submittal, by City's Representative; or

b. Written interpretation or clarification by City's Representative, which does not adjust the Contract Price or Contract Times (Field Order); or

c. A Change Order on the form reflected as Exhibit 1 hereto.

1.7 **Subcontractors**. Simultaneously with execution of this Contract, the Contractor shall prepare and submit for City's approval, the names of the persons or entities proposed by the Contractor to furnish materials, equipment, or services for each portion of the Work. The Contractor shall contract solely in its own name and behalf, and not in the name or behalf of City, with the selected Subcontractor or Subconsultant. The Contractor shall not contract with any Subcontractor, Subconsultant, materialman, vendor, or supplier to whom City has made reasonable objection or with whom the City could not lawfully enter into a contract.

Article 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER.

2.1 The City's Representative referred to in any of the Contract Documents designated herein is:

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Dennis Kelly, City Manager
1700 Kennedy Causeway, #132
North Bay Village, Fl 33141

2.2 The City's Architect referred to in any of the Contract Documents designated herein is:

Not Applicable

2.3 The City's Engineer referred to in any of the Contract Documents designated herein is:

Not Applicable

2.4 The City's Landscape Architect is referred to in any of the Contract Documents designated herein is:

Not Applicable

Article 3. TERM.

3.1 **Contract Time.** The Term commences upon full execution of this Contract. The Work shall not commence until the date specified in the Notice to Proceed. The Work shall be Substantially Completed within (60) sixty calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within (90) ninety calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 **Term.** The Term of the Contract shall continue until full performance by the Contractor of the Contractor's obligations set forth in the Contract Documents or until terminated earlier pursuant to the terms of this Contract.

3.3 **Survival of Obligations.** Any obligations of the Contractor, including but not limited to any indemnity, warranty, and/or guarantee by Contractor, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

11B(113)

3.4 **Liquidated Damages.** City and Contractor recognize that time is of the essence in this Contract and that the City will suffer financial loss if the Work is not completed within the Contract Times specified herein for the Work above, plus any approved extensions thereof allowed in accordance with the Contract Documents. The Contractor also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty). Contractor shall pay City One Hundred Fifty and no/100 Dollars ($150.00) for each calendar day that expires after the time specified herein for Substantial Completion of the Work. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for Final Payment or any proper extension thereof granted by City, Contractor shall pay City One Hundred Fifty and no/100 Dollars ($150.00) for each calendar day that expires until Acceptance of the Project and Final Payment.

3.5 **Delay of Final Performance**. Should Substantial Performance, Final Completion and Acceptance of Work and/or any modification or additions to the Work, be delayed beyond the time for performance provided above or in the Contract Documents because of lack of performance by the Contractor, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the City, including for, but not limited to professional services, will be the responsibility of the Contractor.

3.6 **Weather Delays.** Contract Time for weather delays may be claimed only by Contractor for delays caused by adverse weather which affects scheduled working hours on scheduled Work days (but excluding any legal holiday unless previously scheduled) and only after the Contractor has previously been delayed by weather for at least the number of anticipated working days of weather delays shown on Exhibit "2" and then only to the extent of the actual number of days' delay in those activities which are critical path activities reflected on the approved Schedule of Values. The Contractor shall provide City with written notice of all delays claimed due to weather. Such written notice shall identify the critical path activity(ies) affected, and the notice shall be delivered to City within five (5) days of the delay. City shall determine whether extension of the Contract Time is justified. Extension of time shall be the Contractor's sole remedy for any such delay.

11B(114)

3.7 **Other Delays**. Delays which affect those activities not identified on the Project's critical path shall not be considered for a Contract Time extension unless the delay shall have been caused by acts constituting intentional interference by City, and then, only to the extent that such acts continue after the Contractor has provided written notice to City of such interference. City's exercise of any of its rights under this Contract, regardless of the extent or number of such changes, or City's exercise of any of its remedies of suspension of the Work, or requirement of correction or replacement of any defective Work, or its strict adherence to the Contract Documents shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

3.8 **Sums Due City**. Monies due to the City from Contractor, including without limitation for, shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, then the Contractor shall be liable for liquidated damages, said amount and said amount may be deducted from Retainage (defined herein).

3.9 **Termination/Suspension.** This Contract may be terminated by City upon five (5) calendar days' written notice to the Contractor for breach of any material term or condition of this Contract or for failure to substantially comply with the Schedule of Values. In the event that Contractor abandons this Contract or causes it to be terminated by the City; the Contractor shall and hereby does indemnify, defend and hold harmless the City against any loss pertaining to this termination. This Contract may be terminated by the City for convenience upon five *(5)* calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding Subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents. This Contract and progress of the Work may be suspended by City at any time by written notice to Contractor. In the event the suspension is through no fault of Contractor, the City shall pay Contractor's reasonable and actual costs resulting from such suspension.

Article 4. CONTRACT PRICE.

4.1 **Calculation of Payment.** City shall pay Contractor, on a unit price basis, an amount not to exceed _____ for completion of the Work in accordance with the Contract Documents. Contractor agrees that all allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents. The Contractor shall be paid upon completion of Additional Services in such amount as is specified herein or in any Change Order executed by the City for the Additional Services.

Article 5. PAYMENT PROCEDURES.

5.1 **Pay Applications.** Contractor shall submit an AIA Application for Payment Form, which must be approved by the City and processed in accord with the Contract Documents.

5.2 **Progress Payments, Retainage.** City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. Progress payments will be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as City's Representative shall determine, or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until Final Completion and Acceptance of the Work. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures in accordance with the Contract Documents shall be conducted by City, commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

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5.3 **Documents Included**. Each Pay Application shall include an affidavit or partial release per waiver of lien by Contractor indicating that partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to Subcontractors and material suppliers.

5.4 **No Waiver by Payment**. The payment of any Application for Payment by City, including the final request for payment, does not constitute approval or acceptance by City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.

5.5 **Final Application for Payment, Lien Waivers**. The Final Application for Payment by Contractor shall not be made until the Contractor delivers to the City complete original releases or waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the City, and an affidavit that, so far as the Contractor has knowledge or information, the releases include and cover all materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner person or entity City may be required to indemnify against any lien or claim.

5.6 **Final Payment.** Upon Final Completion and Acceptance of the Work by City in accordance with the Contract Documents, City shall pay the remainder of the Contract Price and Retainage as recommended by the City's Representative.

Article 6. INDEMNIFICATION.

6.1 **Indemnification.** Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, 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 employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

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Article 7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the Bidding Documents, including the "technical data."

7.1.2 Contractor has visited the Site and become familiar with and is satisfied as to the general and local conditions and Site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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7.1.5 Contractor is aware of the general nature of Work to be performed by the City and others at the Site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the execution, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 **Anti-Discrimination:** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

11B(119)

7.2.2 **Anti-Kickback:** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 **Licensing and Permits:** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project. The permits are:

- City Building Permit
- Department of Health Permit regarding asbestos

7.2.4 **Public Entity Crime Statement:** Contractor warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime as specified in the Instructions to Bidders.

Article 8. Hazardous Substance.

8.1 **Use of Hazardous Substance:** The Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Site any Hazardous Substance, except in accordance with applicable environmental laws. Further, in performing the Work, the Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any watercourse or ground water, except in accordance with applicable Environmental Laws. In the event the Contractor engages in any prohibited activities, to the fullest extent permitted by law, the Contractor hereby indemnifies, defends and holds harmless City and its officers, agents and employees from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from such activities (collectively "Environmental Claims").

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8.2 **Encounter of Hazardous Substance.** In the event the Contractor encounters on the Site any Hazardous Substance, or what the Contractor reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Site, in a manner violative of any applicable Environmental Laws, the Contractor shall immediately stop Work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event the Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project, to the fullest extent permitted by law, the Contractor hereby indemnifies, defends and holds harmless City and its officers, agents and employees from and against all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to, or resulting from the Contractor's failure to stop the Work.

8.3 **Effect of Hazardous Substance.** An extension of time plus payment of actual audited costs, including demobilization costs, shall be the Contractor's sole remedy for any delay arising out of the encountering and/or rendering harmless of any Hazardous Substance at the Project Site. City and the Contractor may enter into an agreement for the Contractor to remediate and/or render harmless the Hazardous Substance, but the Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume Work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless. It is the Contractor's responsibility to comply with the requirements hereof based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

Article 9. INSURANCE AND BONDS.

9.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified below, naming the City as an additional insured, underwritten by a firm qualified to do business in the State of Florida.

a. Comprehensive general liability insurance with limits of liability of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

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b. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

c. Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of $100,000.00 per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

d. Contractor's Liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor. General Aggregate (except products – completed operations) in the amount of $1,000,000.00. Each Occurrence (Bodily injury and Property Damage Combined) in the amount of $1,000,000.00.

e. Business Automobile Liability with minimum limits of $1,000,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.

Certificates of Insurance shall be provided to the City at the time of execution of this Contract. Each certificate shall include a thirty-day advance notice of cancellation provision in favor of the City.

9.2 **Bonds**. Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder. (The bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to City. The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

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The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly

Article 10. CONTRACT DOCUMENTS.

10.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving Contract conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

10.1.1 Contract
10.1.2 Exhibits to this Contract.
10.1.3 Change Orders.
10.1.4 Field Orders.
10.1.5 General Conditions.
10.1.6 Supplementary Conditions.
10.1.7 Drawings, Plans and Specifications
10.1.8 Bid Documents, including but not limited to: Invitation to Bid, Addendum, Instructions to Bidders and Bid Form provided by Contractor
10.1.9 Notice of Award and Notice to Proceed.

Addenda subject matter takes the same precedence over the respective subject matter that it is modifying. Each subsequent addendum takes precedence over previous addenda.

The foregoing documents are deemed incorporated into this Contract. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Documents and/or by written document signed by all parties.

Article 11. SPECIAL CONDITIONS.

11.1 Upon Notice by Contractor of completion of Work, Contractor shall provide the City with all operating manuals and product and equipment guarantees.

11.2 Contractor shall begin the Work no later than ten days after Notice to Proceed is issued by City.

11B(123)

11.3 Contractor shall assign a representative with appropriate credentials who shall be present at all times during the Work. The Contractor shall be responsible for all manner and means of the Work and shall be responsible for all equipment, transport and final destination and disposal of the vegetation and litter debris to a licensed facility off-site. Contractor shall be responsible for all expenses and equipment related to said removal.

11.4 The Contractor shall supply all of the labor, materials, equipment, tools, apparatus, means of transportation, services and incidentals necessary for completion of the Work, shall be accountable for the safe, proper and reasonable installation, maintenance and use of the same during execution of the Work, and shall remove all equipment, tools and apparatus upon Final Completion. Contractor shall perform all Work in the best and most workmanlike manner. Special care shall be taken by the Contractor in placing and removing material or equipment to avoid unnecessary injury to either public or private property or areas adjacent to the Work.

11.5 The Work shall be executed at such time, and in or on such part or parts of the Project as may be required, to complete the Work as required.

11.6 Contractor shall coordinate with the City Representative designated herein to schedule the Work. Work is anticipated to be performed Monday through Friday 8:00 A.M. to 5:00 P.M., excluding all legal holidays. It shall be the Contractor's responsibility to determine and observe all legal holidays.

11.7 The Contractor shall not perform Work beyond the time and days determined above without the prior written approval of the City. Any additional inspection costs incurred by the City due to Work schedules in excess of the requirements hereof shall be borne by the Contractor.

11.8 Contractor shall be responsible for the legal disposal of any and all debris, as a result of the Work, at a licensed facility. Prior to commencement of the Work, Contractor shall provide City the name and location of the facility that will be used for debris placement. The Contractor shall provide the City with copies of receipts for debris placement from the disposal facility.

11.9 The Work shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any debris or other material spilled shall be removed by the Contractor and the streets shall be cleaned daily to the satisfaction of the City.

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11.10 The Contractor shall protect from damage the Site including all utilities, structures, surface and subsurface structures, at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of the Contract Documents or the failure to exercise reasonable care in the performance of the Work. It will be the Contractor's responsibility to exercise all caution in the vicinity of any above and/or underground utility. The Contractor shall be fully responsible for, and repair all damages to buildings, telephone or other cables, sewers, water pipes, pavement, driveways, walls, sprinkler systems, survey markers, or other structures, which may be encountered, whether or not specified herein. If the Contractor fails or refuses to repair any such damage promptly, the City may have the necessary Work performed and charge the cost thereof to the Contractor.

(a) The Contractor shall comply with the Florida Building Code and City Code in all respects, including without limitation, regarding precautions to be taken in the protection of existing vegetation, structures and utilities.

(b) The Contractor shall maintain and provide access to fire hydrants and alarm boxes throughout the execution of the Work. Hydrants and fire alarm boxes shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant and fire alarm boxes.

(c) The Contractor shall comply with all applicable federal and state rules and laws, including without limitation, the requirements of the Clean Air Act and the Federal Water Pollution Control Act, and Florida Department of Transportation requirements, as well as other requirements specified in those regulations and guidelines.

11.12 The Contractor shall be responsible for determining the location, character and depth of all utilities. Within two (2) days before digging, if applicable, Contractor shall notify Sunshine One Call: 800-432-4770 and North Bay Village Public works, 305-756-7171 to find out where buried utilities (electric, gas, telephone, cable, water, sewer, etc.) are located within the City as required by Chapter 556, F.S.

11.13 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, and disruption of service or other undue inconvenience to the public or to the owner, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner.

The Contractor shall obtain the name, address and telephone number of each utility company to contact. The Contractor shall be solely and directly responsible to the owner and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

11.14 The Contractor shall be fully responsible for maintaining in good condition existing trees, and shrubs located on the Property and any adjacent or contiguous properties. The City acknowledges that the Contractor will need to place heavy equipment on the Property and the City's Representative shall meet with the Contractor to designate a staging area for the location and storage of the Contractor's equipment during the performance of the Work as well as designating an ingress/egress from the 79th Street Causeway to the Site.

11.15 Any damage to property not repaired or replaced by the Contractor shall be restored by the City and charged against the Contractor's payment.

11.16 The City shall have no liability to the Contractor for any damages to the Contractor for delay or interruption of the Project, or for unforeseen conditions. The Contractor's sole and exclusive remedy for any such delay, if any, shall be an extension of the Contract Time. In order for the Contractor to obtain an extension of time, the Contractor shall request same of the City in writing within 24 hours of any delay or interruption of the Project.

11.17 The Contractor shall leave the Site free of debris or surplus materials on a daily basis. In the event of failure or undue delay on the part of the Contractor, the City may employ such equipment and labor as may be necessary, and charge such costs against the Contractor and deduct the amount from the monies due the Contractor for Work performed.

11.18 The Contractor shall secure the Work area for safety purposes daily. Prior to completion of Work, the Contractor shall clean and grade the Site area level.

11.19 All appropriate safety measures shall be taken by and are the responsibility of the Contractor.

11.20 The Contractor shall also be responsible for coordinating all inspections of Work performed by Subcontractors. Failure to contact the City or its representatives to obtain the required inspections shall be sufficient cause for rejection of Work. The City's Representative must certify that all Work has been completed to the City's satisfaction before payment is made.

11B4126

11.21 Contractor shall maintain accurate As-Built Drawings and submit to City with Substantial Completion documentation.

11.22 Contractor shall submit written notice of Substantial Completion to City at the time of Substantial Completion.

Article 12. MISCELLANEOUS.

12.1 **Definitions**. Terms used in this Contract will have the meanings as provided herein and as may be indicated in the other Contract Documents.

12.2 **No Assignment.** No rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 **Binding Agreements with All Documents**. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12.4 **Severability**. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

12.5 **Remedies**. If and when any default of this Contract occurs, the City may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the City. Nothing contained in this Contract shall limit the City from pursuing any legal or equitable remedies that may apply.

11B(127)

12.6 **Access to Public Records.** Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

12.7 **Inspection and Audit.** During the term of this Contract and for five (5) years from the date of Termination, the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

12.8 **Ownership and Reuse of Documents.** Ownership of all documents, including but not limited to drawings, as-builds, plans and specifications and related computerized documents utilized or prepared by Contractor in the performance of the Work shall remain with the City. The Contractor, any Subcontractors or Suppliers or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the City shall not reuse any documents without prior written consent of the City. Upon termination of the Project or the Contract, the Work product of the Contractor shall become the property of the City and the Contractor shall transfer to City all Work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the Contractor pertaining to this Project. Contractor shall deliver the aforesaid documents to City as a condition precedent to obtaining Final Payment under this Contract. Contractor shall pay all taxes, licenses, fees and royalties and costs incident to the use in performance of the Work.

12.9 **Counterparts.** This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

12.10 **Notices.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

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FOR CONTRACTOR: _____

_____

_____

_____

FOR CITY: City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village, FL 33141
ATTN: City Manager

City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village, FL 33141
ATTN: Public Works Director

WITH COPY TO: Weiss Serota Helfman Pastoriza Cole & Boniske P.L.
2525 Ponce de Leon Boulevard, Suite 700
Miami, Florida 33134
ATTN: North Bay Village City Attorney

12.11 **Waiver of Jury Trial and Venue**. The City and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

12.12 **Attorneys' Fees**. If either the City or Contractor is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

12.13 **Amendments**. This Contract may only be amended by a written instrument singed and approved as required by the parties or by execution of a Change Order as described herein.

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Article 13. CONE OF SILENCE.

a) Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between: a potential vendor, service provider, Contractor, bidder, lobbyist, or consultant, the City Commission members, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

b) Restriction; Notice: A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Commission member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

c) Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular, special or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

d) Exceptions to Applicability: The provisions of this section shall not apply to:

1. oral communications at pre-bid conferences;
2. oral presentations before selection or evaluation committees;
3. public presentations made to the City Commission members during any duly noticed public meeting;
4. communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or Contractor shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

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5. communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, Contractor, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. communications with the City Attorney and his or her staff;
7. duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
8. any emergency procurement of goods or services pursuant to City Code;
9. responses to the City's request for clarification or additional information;
10. contract negotiations during any duly noticed public meeting;
11. communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Contractor, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

e) Penalties: Violation of this section by a particular bidder or Contractor shall render any RFP award, RFQ award or bid award to said bidder or Contractor voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

Please contact the City Clerk for questions concerning "Cone of Silence" compliance.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: NORTH BAY VILLAGE, FLORIDA, signing by and through its Mayor, authorized to execute same by Commission action on this ____ day of _____, 2012.

ATTEST:

CITY OF NORTH BAY VILLAGE, FLORIDA

_____
CITY CLERK

By: _____
, Mayor

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____.
CITY ATTORNEY

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

CONTRACTOR:

By:_____
(Signature and Title)

_____
(Type Name/Title signed above)
(Corporate Seal)

This _____ day of _____, 2012.

(*) In the event that the CONTRACTOR is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of _____, and that _____, who signed the Bid with City of North Bay Village, Miami-Dade County, Florida for _____ is _____ of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 2012.

(SEAL)

_____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2012.

[SEAL]

_____
Notary Public of the State of Florida
Notary Name: _____
Commission Expires: _____

11B(133)

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with CITY of North Bay Village, Florida for the Project titled _____, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

_____
(Signature) (Typed Name w/Title)

_____
(Signature) (Typed Name w/Title)

_____
(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 2012.

(SEAL)

_____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2012.

[SEAL]

_____
Notary Public of the State of Florida
Notary Name: _____
Commission Expires: _____

11B(133)

Exhibit "1-A"

CHANGE ORDER REQUEST

Project: _____	**Request No.** _____	**Project Mgr:** __
To: Contractor:_____	**Date of Issuance:** _____	**Contractor:** ___
From Architect: _____	**Contract For: Construction**	**Consultant:** ___
Address: _____	**Contract Date:** _____	**Consultant:** ___
_____	**Project No.:** _____	**Other:** ___
To Contractor:		**Other:** ___
Address: _____		
_____		

Please submit an itemized proposal for changes in the Contract Price and Contract Time for proposed modifications to the Contract Documents for the Project. Within _____ (___) days, Contractor must submit this proposal or notify the Architect and City, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work)*:

_____

_____

_____

_____

ATTACHMENTS *(List attached documents that support description)*:

REQUESTED BY THE ARCHITECT:

_____ _____

(Signature) *(Printed Name and Title)*

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Exhibit "1-B"

CHANGE ORDER PROPOSAL

Project: _____ **Request No.** _____ **Project Mgr:**

To: City of North Bay Village **Date of Issuance:** _____ **Architect:** ___

From Contractor: _____ **Contract For: Construction** **Consultant:** ___

Address: _____ **Contract Dated:** _____ **Consultant:** ___

_____ **Project No.:** _____ **Other:** ___

To Architect: **Other:** ___

Address:

_____

_____

The following is in response to your Change Order Request No. _____.

PROPOSED ADJUSTMENTS:

1. The proposed basis of adjustment to the Contract Price or Guaranteed Maximum Price is:

☐ Lump-Sum increase of $_____.
☐ Unit Price of $_____ per _____.
☐ As follows: _____
_____
_____

2. The Contract Time is proposed to be adjusted. The proposed Adjustment is:

Increased: _____ (____) days
Decreased: _____ (____) days
Recalculation of total days
for the Project:_____ days

REQUESTED BY THE CONTRACTOR:

_____ _____
(Signature) *(Printed Name and Title)*

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Exhibit 1-C

CHANGE ORDER

TO: City of North Bay Village

PROJECT: _____

CONTRACTOR: _____ **DATE:** _____

This Change Order will authorize the following change to the Contract:

> The Work as set forth in the Contract is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof for all purposes.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Contract. The Contractor acknowledges and agrees that (a) the Contract Price under the Contract will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [changed] by this Change Order. The Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Contract Documents shall remain in full force and effect and shall cover the performance of, and payment for, any Work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Contract Documents.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF NORTH BAY VILLAGE a Florida municipal corporation	CONTRACTOR:
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

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Exhibit 2

ANTICIPATED WEATHER DAYS IN CONTRACT TIME

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SCHEDULE OF EVENTS

CITY OF NORTH BAY VILLAGE
DEMOLITION OF CITY HALL PROJECT

BID NO. NBV 2012-01

The following is a general schedule of events:

No.	Event	Tentative Date (on or by)
1.	Advertisement of Bids	
2.	Pre-Bid Conference at 7903 East Drive (non-mandatory)	
3.	Opening of Bids	
4.	Contract Documents Execution by Successful Bidder and Submission of Certificate of Insurance to City Manager	
5.	Award of Project by City Commission	
6.	Notice of Award given to Contractor, Payment/Performance bonds executed by Contractor and submitted to City Manager	
7.	Final Approval and Execution of Contract Documents by City Attorney, City Manager, and City Clerk	
8.	Notice to Proceed Issued to Contractor	
9.	Contract Time (from Notice to Proceed to Final Completion)	

DOCUMENT 00400

INSTRUCTIONS TO BIDDERS

1.0 PRE-BID CONFERENCE:

1.1 Information for any Pre-Bid Conference to be held for project shall be published in Legal Notice issued by City.

2.0 EXAMINATION OF DOCUMENTS AND SITE

2.1 Bidders shall examine existing site and surrounding area, including but not limited to subsurface, water and soil conditions, utilities, and streets to determine all conditions that will affect the Work and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work.

2.2 It is the Bidder's responsibility to become fully informed as to the existing conditions at the site and to factor any and all costs of these conditions and or risks associated therewith into the Bid.

2.3 Bidders shall thoroughly examine the Bidding Documents, Plans and Specifications and any other documents which may be applicable to the Work or Project.

2.4 A sample contract for construction has been included in the Bidding Documents. The CITY is not bound by this sample document and reserves the right to modify the final contract for construction.

3.0 INTERPRETATION OF BIDDING DOCUMENTS

3.1 All inquiries, clarifications or interpretations of the Bidding Documents shall be made in writing to the CITY'S REPRESENTATIVE at least seven (7) days prior to the date for receipt of Bids by e-mail to: yvonne.hamilton@nbvillage.com.

3.2 Any modification or interpretation of the Bidding Documents will be made by written Addendum to all who are recorded by the CITY as having received a complete set of Bidding Documents.

3.3 Interpretations or modifications of Bidding Documents made in any manner other than by written Addendum will not be binding. No oral interpretations or clarifications shall be binding.

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3.4 A Bidder, prior to submitting his Bid, shall ascertain that he has received all Addenda issued, and shall acknowledge their receipt by enclosing a signed copy of each Addenda with the Bid Form.

4.0 BID PREPARATION AND SUBMITTAL

4.1 The Bidder shall prepare Bids on the forms provided by the CITY with all blanks on the Bid Form filled in by typewriter or written in ink.

4.2 The Bidder shall write Total Base Bid amount in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.

4.3 The Bidder shall **submit one (1) unbound bid package, six (6) additional copies, and one (1) electronic copy in CD format.** The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The Bid shall include:

- 4.3.1 **Bid Form;**
- 4.3.2 **Bid Bond;**
- 4.3.3 **Contractor's Qualification Statement;**
- 4.3.4 **Florida Trench Safety Act;**
- 4.3.5 **OSHA Standards form;**
- 4.3.6 **Performance Bond**
- 4.3.7 **Payment Bond**
- 4.3.8 **Any Addenda;**
- 4.3.9 **Copy of General Contractor's Licenses;**
- 4.3.10 **Corporate Resolution evidencing Authorization to Submit Bid, and**
- 4.3.11 **Evidence of Insurability.**

4.4 If the proposal is made by an individual, the Bidder's name and address of place of business shall be shown. If Bid is made by an entity, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If Bid is made by a corporation, the individual executing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

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4.5 The Florida "Trench Safety Act" and O.S.H.A. forms are included in the Bidding Documents shall be completed by the Bidder. The unit prices presented in the Bid shall include the Bidders cost of compliance with these applicable standards. Bid shall include completed forms and the cost of compliance with these applicable standards.

4.6 **The Bid shall be enclosed in a sealed envelope**, addressed to Attn: City Clerk, City of North Bay City, 1700 Kennedy Causeway, #132, North Bay City, Florida 33141. **The envelope must be clearly labeled with the Bid title and number.**

4.7 The Bidder shall deposit Bids at the designated location provided on the Invitation to Bid on or before the time and date for receipt of Bids. Bids received after the time and date indicated for receipt of Bids will not be accepted.

Bidder is advised that delivery services may not be timely. It shall be the Bidders sole responsibility to ensure delivery prior to the required date and time.

4.8 The Bidder shall be registered as a contractor with the City's Building Department following Notice of Award by City.

5.0 BID BOND

5.1 Each Bid shall be accompanied by a certified or cashier's check drawn on a national or state bank, or an acceptable Bidders Bond, payable unconditionally to City of North Bay Village, in an amount of five percent (5%) of the amount of the Total Base Bid, as a guarantee that the Bidder will, if award is made, execute a Contract for Construction to do the Work for the Bid amount and furnish any required certificates of insurance and bond documents within the time period specified in the General Conditions, Section 00700. The Bid Bond shall be made payable to: City of North Bay Village.

6.0 QUALIFICATIONS OF BIDDERS

6.1 Each Bidder shall complete the Contractor's Qualifications Statement provided in Document 00301, along with any other evidence of satisfactory experience, past performance and ability to perform the proposed Work, and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid Form and all items listed in Section 5.4 will constitute grounds for rejection of the Bid as non-responsive.

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6.2 The Bidders may be disqualified and their Bids rejected for any of the following reasons:

6.2.1 The bid is not responsive.
6.2.2 Reason to believe that collusion exists among Bidders.
6.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, experience records or other questionnaires.
6.2.4 The Bidder's uncompleted work load which in the judgment of the CITY may cause detrimental impact on prompt completion of this Project.
6.2.5 The Bidder is or has been involved in any litigation against the CITY.
6.2.6 The Bidder has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters.
6.2.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
6.2.8 The Bidder's previous work with the CITY has resulted in claims from third parties and or subcontractors.

6.3 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award.

6.4 It shall be a requirement of this bid that there are no related party transactions between the bidder and any employee, agent or contractor of the CITY. Any Bidder who is a related party, as noted herein, will be considered non-responsive and the proposal and the bid bond will be immediately returned. A Bidder will be considered a related party if the Bidder has an ownership interest or is in any way related to an employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

6.5 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the CITY in excess of the threshold amount

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provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

7.0 AWARD OF CONTRACT

7.1 The award of the contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the Award will be in the best interest of the CITY and whose Bid complies with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the CITY is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes.

7.2 If the CITY accepts a Bid, the CITY will provide a written notice of the award to the lowest Responsive and Responsible Bidder.

7.3 Until final award of Contract, the CITY reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the CITY.

8.0 EXECUTION OF CONTRACT AND CONTRACT DOCUMENTS

8.1 A Bidder shall be notified of the City's selection in writing and shall be provided a Contract for Construction upon Notice of Award.

8.2 A Bidder will be required to execute the Contract for Construction and submit all requested certificates of insurance and performance and payment bonds, as required in the Contract Documents.

9.0 FAILURE TO EXECUTE THE CONTRACT

9.1 Failure of a Bidder to execute a Contract and submit required insurance certificates and bonds may result in a draw on the Bid Bond by the City. Each Bidder agrees in advance that the CITY will likely sustain damages in these circumstances too difficult to ascertain. Accordingly, if the award is forfeited under this Section, the amount of the Bid Bond of the forfeiting Bidder may be retained by the CITY, not as forfeiture or a penalty, but as liquidated damages. The CITY may but is not required to award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids and/or re-advertise the Work.

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10.0 RETURN OF THE BID BOND

10.1 All Bid Bonds of unsuccessful Bidders will be returned after a contract is awarded and executed.

11.0 MODIFICATION AND WITHDRAWAL OF BID

11.1 Prior to the date and time of bid opening, a Bidder may withdraw his Bid at any time.

11.2 After the bid opening, no Bid may be withdrawn, canceled or modified.

12.0 OPENING OF BIDS

12.1 Bids submitted will be opened publicly and read aloud at the time and place stated in the Invitation to Bid.

12.2 The Bidder agrees to maintain the terms of the Bid for 120 days from the date and time of bid opening.

12.3 Bids will be reviewed for responsiveness. Any non-responsive bid may be rejected. Responsive bids shall initially be calculated using the Total Base Bid. However, the selection of the lowest responsive and responsible bidder shall be based upon the provisions.

13.0 CONTRACT TIME AND PERFORMANCE

13.1 The Work to be performed under the Contract Documents shall be commenced upon issuance of a Notice to Proceed by the CITY.

13.2 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the contract and that time is of the essence. The Successful Bidder agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

13.3 All Bidders shall agree that a liquidated damages provision will be required in the Contract.

14.0 GOVERNING LAWS AND REGULATIONS

14.1 Bidders shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.

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15.0 INSURANCE/EVIDENCE OF INSURABILITY

15.1 The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in the General Conditions, Section 00700 of the Contract Documents for the life of the Contract. Certificates of Insurance shall be provided by the Bidder upon the notice of Award, as specified in the General Conditions.

15.2 Bidder shall be required to submit with the Bid Form written evidence of insurability from Bidder's insurance company, for the types and amounts of insurance specified in the General Conditions, Section 00700 of the Contract Documents.

16.0 SUBCONTRACTOR LIST

16.1 The Bidder shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on Document 00301 Contractor's Qualifications Statement.

16.2 The CITY shall notify the Bidder in writing if there is an objection to any person or entity listed. Upon such objection, the Bidder shall propose an acceptable substitute in accordance with the General Conditions.

17.0 LICENSES, PERMITS AND FEES

17.1 In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, the CITY shall disclose all permit fees associated with the project. Licenses, permits, and fees which may be required by Miami-Dade County or any State or Federal entities are not included. The Contractor shall be responsible for filing all permits for the Work. The contractor shall file permit applications with the CITY prior to construction. The CITY will waive CITY permit fees generated by CITY permits. Contractor shall be responsible for all other agency fees. Any delays in obtaining permits must be brought to the attention of the CITY without delay.

17.2 The Bidder shall provide a copy of following license(s):

_____,
_____,
_____, *a state of Florida general contractor's license.*

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17.3 The Successful Bidder shall give all notices and comply with all permit requirements, laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

END

11BU46

DOCUMENT 00500

BID FORM

BID FROM:
Company: _____

Address: _____
City/St/Zip: _____

Phone/ Fax: _____

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of:

PROJECT NAME: Demolition of North Bay Village City Hall, Project No._____, located at 7903 East Drive, North Bay Village, Florida.

To: CITY OF NORTH BAY VILLAGE
ATTN: CITY CLERK
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

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C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bidding Documents, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Bidding Documents will be obtained by the awarded contractor.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents except for hazardous environmental conditions, if any.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given City's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

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BID FORM

Item No.	Item	Units	Unit Price	Subtotal
1	Bonds and Insurance			
2	Mobilization			
3	Existing Utilities Disconnection			
4	Demolition			
4a	Building Structure			
4b	Foundation			
4c	Parking Lot Asphalt			
5	Generator Electrical Relocation			
6	Asbestos Removal to be paid by City at cost plus 10% Administration Fee to Contractor (permit fee paid by Contractor)			
				$

11B149

5.01 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following Total Base Bid as itemized above:

$_____

(Total for all items)

Written Bid Amount (in Words):

$_____ (Dollars) _____ (cents)

(Dollars)

_____ _____

Name of Bidder **Signature of Bidder**

5.03 Bidder's Information:
The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301 Contractor's Qualifications Statement.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, attach a statement to this Bid Form to indicate the number of days required.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond, 00401
B. Bid Bond form, 00300
C. Contractor's Qualifications Statement, 00301, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
D. Signed Trench Safety Act Form, 00302 (if applicable)
E. O.S.H.A. Standards Acknowledgement Form, 00303
F. Performance Bond
G. Payment Bond 00620
H. Copy of State of Florida General Contractor's License
I. Corporate Resolution evidencing Authorization to Submit Bid
J. Evidence of Insurability
K. Addenda

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

If Bidder is:

<u>An Individual</u>

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

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A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

11B(152)

A Corporation

Corporation Name: _____ (SEAL)
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____
_____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____.

End of Section

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DOCUMENT 00301

SUPPLEMENT TO BID FORM

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

_____
_____
_____
_____
_____
_____

2. The address of the principal place of business is:

_____
_____
_____
_____

3. Company telephone number, fax number and e-mail addresses:

_____
_____
_____
_____

4. Number of employees:

_____
_____
_____

5. Number of employees assigned to this project:

_____
_____
_____

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6. Company Identification numbers for the Internal Revenue Service:

_____

7. Provide Miami-Dade County Business Tax Receipt Number, if applicable, and expiration date:

_____
_____
_____

8. How many years has your organization been in business as a General Contractor? Does your organization have a specialty?

_____
_____
_____

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

_____
_____
_____
_____
_____
_____
_____

10. Have you ever failed to complete any work awarded to you? If so, where and why?

_____
_____
_____
_____
_____
_____

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.
Name _____
Address _____
Telephone No. _____

11.2.
Name _____
Address _____
Telephone No. _____

11.3.
Name _____
Address _____
Telephone No. _____

12. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

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(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

SubContractor Name	Address	Work to be Performed

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

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16. What equipment will you purchase for the proposed work?

17. What equipment will you rent for the proposed work?

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

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19.1. The correct name of the Bidder is:

_____

_____

_____

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

_____

_____

_____

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

_____

_____

_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

11B(159)

(Serial number, if any)

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DOCUMENT 00700

TRENCH SAFETY ACT FORM

Project:_____ Bidder:_____

This form must be completed and signed by the Bidder. Failure to complete this form may result in the BID being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et.seq., which became effective October 1, 1990, may be in effect during the period of construction of the Project. The Bidder, by signing and submitting the Bid, is in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards, and that all trench excavation shall be in accordance with all applicable law and regulations. The Bidder further identifies the following separate item(s) of cost of compliance with the applicable trench safety standards, as well as the method of compliance:

Method of Compliance		***Cost***
_____		_____.00
_____		_____.00
	Total:	$_____.00

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the total base Bid. Failure to complete the above may result in the Bid being declared non-responsive.

The Bidder is, and the CITY is not, responsible to review and assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statutes Section 553.60 et. seq. which may be cited as the "Trench Safety Act". Bidder is, and the CITY is not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

Witness Signature	Bidder's Signature
Witness Printed Name	Printed Name
Witness Address	Title
Date	Date

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DOCUMENT 00800

ACKNOWLEDGEMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO: CITY OF NORTH BAY VILLAGE

We _____, hereby acknowledge and agree that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

_____ _____

ATTEST CONTRACTOR

_____ By: _____

ATTEST

Title: _____

_____

DATE

END OF DOCUMENT

11B(162)

BID BOND

BIDDER *(Name and Address)*:

_____
_____
_____

SURETY *(Name and Address of Principal Place of Business)*:

_____
_____
_____

OWNER *(Name and Address)*:

CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141

BID

BID DUE DATE: _____
Project Description including Location is as follows:
PROJECT NAME: _____
PROJECT NO: _____
LOCATION: CITY OF NORTH BAY VILLAGE, FLORIDA

BOND

BOND NUMBER: _____
DATE: *(Not later than Bid Due Date)*: _____
PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal) Bidder's Name and Corporate Seal	_____(Seal) Surety's Name and Corporate Seal
By: _____ Signature and Title	By: _____ Signature and Title (Attach Power of Attorney)
Attest: _____ Signature and Title	Attest: _____ Signature and Title

Note:
(1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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1. Bidder and Surely, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder for the Work required by the Contract Documents, provided that in no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   - 3.2. All bids are rejected by Owner, or
   - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

11B(164)

PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as _____, called CONTRACTOR, and _____, hereinafter called SURETY, are bound to CITY OF NORTH BAY VILLAGE, a Florida municipal corporation, hereinafter called CITY, in the amount of _____Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title:

_____

_____

_____

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and

2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and

3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and

4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

11B(165)

CITY

CITY OF NORTH BAY VILLAGE, FLORIDA

By:_____

The ____ day of _____, 20___.

AUTHENTICATION:

_____
CITY CLERK

(SEAL)

APPROVED AS TO FORM

_____
CITY Attorney

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WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

_____
(Witness)

By:_____
(Individual Principal)

_____
(Witness)

_____
Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME:**

Signed, sealed and delivered in the presence of:

_____
(Witness)

Business Name and Address

_____
(Witness)

By:_____
Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

_____
(Witness)

_____
Name and Address of Partnership

(Witness)

By:_____
(Partner)

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WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

_____
(Type Corporate Principal Name)

Business Address

_____
(Secretary)

By:
President

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SURETY

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

Business Address

_____ (Secretary)

By:
SURETY

By:_____
Florida Resident Agent

_____
(Type Florida Resident's Name)

_____
Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By:_____

Name_____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.*

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

11B(169)

PAYMENT BOND

BY THIS BOND (the "Bond"), We as _____, called CONTRACTOR, and _____, hereinafter called SURETY, are bound to CITY OF NORTH BAY VILLAGE, a Florida municipal corporation, hereinafter called CITY, in the amount of _____ and No/100 Dollars ($_____.00) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title:

_____

_____

_____

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

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IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20___.

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

_____ (Witness)

By:_____ (Individual Principal)

_____ (Witness)

_____ Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME:**

Signed, sealed and delivered in the presence of:

_____ (Witness)

Business Name and Address

_____ (Witness)

By:_____ Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

_____ (Witness)

_____ Name and Address of Partnership

(Witness)

By:_____ (Partner)

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WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

_____
(Corporate PRINCIPAL Name)

_____
Business Address

_____
Secretary

By: _____
President

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ATTEST:

(Surety Seal)

_____
(Corporate SURETY)

Business Address

_____
(Secretary)

By: _____
(Surety)

_____
Florida Resident Agent

ATTORNEY-IN-FACT

By:_____

Name_____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

CITY OF NORTH BAY VILLAGE

GENERAL CONDITIONS

Definitions:

Acceptance – The formal action by the City accepting the Work as being complete after review and recommendation for same by the City's Representative.

Addenda – Supplemental instructions and/or instruments issued by the City which may be prior to the opening of the Bids.

Application for Payment – The AIA form Contractor shall use to request payments, which may require supporting documentation.

Architect – The individual or firm designated by the City to be the Project's representative for architectural related matters during construction of the Project.

Bid – The offer or proposal of the Bidder, including all Bidding Documents, setting forth the prices for the Work to be performed.

Bidder – Any person or entity submitting a proposal for the Work described in the Bidding Documents.

Bidding Documents – All documents provided in the Invitation to Bid, including, but not limited to the following: Instructions to Bidders, Bid Form, Bid Bond, Sample Contract for Construction, all documentation accompanying Bid, post Bid documentation submitted, Qualifications Statement, General Conditions, Technical Conditions, Supplemental Conditions, Plans and Specifications, and any Addenda issued.

Bonds – Bid bond referenced herein, performance and payment bonds referenced herein, maintenance bond and/or any other applicable instruments of security provided pursuant to the Project.

Claim – A written demand or assertion by City or Contractor seeking an adjustment of Contract Price, Contract Times, or both, or other relief with respect to the terms of the Contract Documents. A demand for money or services by a third party is not a Claim.

Change Order – A document recommended by the City's Representative, which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

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Contract – (also Contract for Construction or Agreement) – The written instrument memorializing the Contract between City and Contractor describing the Work to be performed, and the relationship between the parties.

Contract Documents – The Contract Documents consist of, but are not limited to the Drawings, Plans and Specifications, Project Contract, Bid Form, all Bidding Documents, post Bid documentation, Qualifications Statement, Addenda, Notice of Award, Notice to Proceed, Certificates of Insurance, Bonds, the General Conditions, Supplementary Conditions, Permits, any additional documents which are submitted relative to the Bid and all changes, amendments, modifications and supplements issued on or after the Effective Date of the Contract.

Cost of the Work – The sum of all Costs necessarily incurred and paid by Contractor in the proper performance of the Work; as specifically may be limited by provision of the Contract Documents.

Contract Price – The total compensation payable by City to Contractor under the Contract Documents as stated in the Contract, for satisfactory completion of the Work.

Contract Time – The number of days allowed in the Contract for the completion of the Work.

Contractor – The person, firm or corporation with whom City has entered into the Contract for the performance of the Work.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Defective – Unsatisfactory, faulty or deficient, non-conforming with the standards of the Contract Documents, or failing to meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or damaged prior to the recommendation for final payment by the City's Representative.

Drawings – The drawings, diagrams, illustrations and other data which show the character, extent and scope of the Work to be performed and which have been prepared by the Architect and/or Engineer for the Project and approved by the City.

Effective Date – The date indicated in the Contract on which it becomes effective. If no such date is indicated, the date on which the Contract is last signed and delivered.

Engineer – The individual or firm designated by the City to be the City's Representative for engineering related matters during construction of the Project.

Environmental Law – Any and all local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Chapters 161, 253, 373, 376 and 403, Florida Statutes, the rules and regulations of the Florida Department of Environmental Protection, or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

Field Order – A written order issued by the City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Final Completion – The point at which, subsequent to Substantial Completion, all Work, or a phase of the Work, if applicable, required under the Contract Documents has been fully and properly completed, including, but not limited to, punch list items, issuance of certificates of final occupancy and/or use, issuance by all governmental and/or governing authorities having jurisdiction over the Work of all required final approval, permits, and licenses required, delivery of record drawings, electronic files, and manuals to the City.

Hazardous Substance – Any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any Environmental Law.

Landscape Architect – The individual or firm designated by the City as the City's Representative for landscape architectural matters.

Notice of Award – The written notice by City to the lowest responsive, responsible Bidder indicating award of the Bid.

Notice to Proceed – A written notice given by City to Contractor fixing the date on which the Contract Time will commence and on which Contractor's obligations commence.

Partial Utilization – Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

Project – The Work to be performed under the Contract Documents which may be the whole or a part as may be indicated in the Contract Documents.

Punch List – A list of items of Work compiled by inspection by the Architect and/or Engineer, and/or the City's Representative, which are incomplete, unperformed, deficient and/or inconsistent with the Contract Documents.

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Responsible Bidder – Any person or entity submitting a Bid who maintains a permanent place of business, meets the qualifications of the Bidding Documents, has adequate equipment and personnel to complete the Work within the established time limits, has adequate financial resources to meet current obligations plus the obligations required to perform the Work and who or which has not defaulted on a prior contract with the City.

Responsive Bidder – Any person or entity submitting a Bid in a form which is true and complete and includes all required attachments and enclosures and is free from exclusions or special conditions.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values – A schedule of the intended and required progress of the Work, including critical path activities and completion dates therefor.

Shop Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to City by Contractor to illustrate material or equipment for some portion of the Work.

Site – Lands or areas upon which the Work is to be performed, including rights-of-way and easements for access thereto, and all lands and any area which is designated for the use of Contractor in performance of the Work.

Specifications – Those portions of the Contract Documents consisting of written instructions and technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and the administrative details applicable thereto.

Subcontractor – An individual, firm or corporation who enters into a Contract with Contractor for the performance of any part of Contractor's Work.

Submittals – Documents or Shop Drawings reflecting how a particular aspect of the Work is to be fabricated and installed. Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, Project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.

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Substantial Completion – A level of completion indicating substantial compliance with the Contract Documents, as certified in writing by City's Representative and recommended by the Architect and/or Engineer, such that the City or its designee can have beneficial use or occupancy of the Project and can use or operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, the City, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

Superintendent or Resident Superintendent – The executive representative for the Contractor present on the Site as the supervisor during execution of the Work, authorized to receive and fulfill instructions from the City and the Architect and/or Engineer.

Supplementary Conditions – That part of the Contract Documents which amends or supplements the Bidding Documents.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Surety – The entity or individual which is bound by the Performance, Payment and/or Maintenance Bond with and for the Contractor, and which contracts to be responsible for the Contractor's acceptable performance of the Work and for his payment of all debts pertaining thereto, in accordance with the Bond documents and Section 255.05, Florida Statutes.

Total Base Bid – The sum of all the unit prices multiplied by the quantities, as provided in the Bid Form.

Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following utility services or materials, including but not limited to: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage, and drainage removal, traffic or other control systems or water.

Value Engineering – A method to improve Project value by means of generating alternative ways of meeting Contract requirements and evaluating the alternatives to determine the preferred means or method based on cost savings and functionality.

City – The City of North Bay Village, City Commission or City Manager, as applicable.

City's Representative – The individual designated by the City to act as the City's Representative with respect to Contractor's performance of the Work. Such individual shall have authority to transmit instructions, receive information, and make decisions with respect to the performance of the Work.

Work (Also referred to as the "Project") – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

BOCC – Miami-Dade County Commission
DCA - Florida Department of Community Affairs
DOH – Miami-Dade County Health Department
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection (or DEP)
FDOT - Florida Department of Transportation (or DOT)
FEMA - Federal Emergency Management Agency
SFWMD - South Florida Water Management District
TDC - Tourist Development Council
USACOE - United States Army Corps of Engineers

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Delivery of Bonds and Insurance: The Contractor shall timely deliver to City, together with the executed Contract for Construction, certificate(s) of insurance, evidencing the coverages required, providing City of North Bay Village as an additional or named insured, and all Bonds required. Bonds and insurance shall be delivered to the City no later than three (3) days after the Effective Date of the Contract.

1.2 Commencement of Contract Time; Notice to Proceed: The Work shall commence subsequent to the execution of a Contract for Construction by all parties and upon and as specified in a written Notice to Proceed from City. No Work shall be commenced prior to the date specified in the written Notice to Proceed from City.

1.3 Pre-Construction Conference: The City may hold a conference to establish an understanding among the parties regarding all aspects of the Work, its progress and the Contract Documents, including but not limited to permit requirements, the schedules, the procedures for handling Shop Drawings and other Submittals, and Applications for Payment.

1.4 Acceptance of Schedules: Contractor shall submit detailed schedules for the Work within ten (10) days from the pre-construction conference (if any) and before submission of the first Application for Payment. The schedule is subject to written approval by City.

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ARTICLE 2 – SHOP DRAWINGS AND SAMPLES

2.1 Submission to City: After checking and verifying all field measurements and after complying with applicable procedures, Contractor shall submit Shop Drawings to the City for review and approval. Shop Drawings shall be submitted in accordance with the approved schedule of Shop Drawings. Three (3) copies of all Shop Drawings, with Contractor's signature, shall be submitted to the City. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable review. Contractor shall also deliver Samples with such promptness as to cause no delay in Work. All Samples shall have been checked by Contractor, identified clearly as to material, Supplier, pertinent data such as catalog numbers and the intended use and accompanied by Contractor's signature. At the time of each submission, Contractor shall give the City written notice of each variation that the Shop Drawings or Samples may have from the requirements of the Contract Documents, and, in addition, provide a specific notation on each Shop Drawing submitted to the City for review and approval. Pointing out departures from Contract Document requirements (or the lack thereof), shall not relieve Contractor from responsibility to comply with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS

3.1 Reference Standards: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect on last day for receipt of Bids, except as may be otherwise specifically stated in the Contract Documents.

3.2 Conflicts in Documents: In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the order specified in the Contract. In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or Drawings or between the Specifications and Drawings conflict, the higher cost requirements shall be furnished by Contractor unless otherwise directed by the City. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Contractor, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to City, or any of City's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 Amending Contract Documents: The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (a) written amendment; (b) Change Order; or (c) Field Order.

3.4 Supplements, Minor Variations or Deviations: The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (a) approval of a Shop Drawing, sample or submittal, by City; or (b) written interpretation or clarification by City, which does not adjust the Contract Price or Contract Times; or a Field Order.

ARTICLE 4 – REPORTING AND RESOLVING DISCREPANCIES

4.1 Reporting Discrepancies: If Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall report it immediately to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required herein) until obtaining a written clarification from the City. After Contractor's discovery of such a conflict, error or discrepancy, or after the date when Contractor should have reasonably known thereof, until the interpretation or clarification is obtained from the City, any Work done by Contractor which is directly or indirectly affected by same, will be at Contractor's own risk and Contractor shall bear all costs and delay arising therefrom.

4.2 Resolving Discrepancies: Except as may be otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated herein, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and each of the documents which impact on the Work and the Contractor shall immediately give written notice to the City of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work. The foregoing includes the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents), and the provisions of any laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

4.3 Continuing Duty: The Contractor has a continuing duty to examine the documents and be familiar with them and provide City notice of any conflict, ambiguity, error or omission.

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ARTICLE 5 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS AND CLAIMS

5.1 Availability of Lands: City shall furnish access to the lands upon which the Work is to be performed, including rights-of-way and access easements. Contractor shall provide at Contractor's own expense and without liability to City, any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Contractor shall furnish to City copies of written permission obtained from the owners of such additional lands and access for such facilities acceptable to City.

5.2 Differing Subsurface or Physical Conditions and Claims: Contractor shall make a Claim pursuant to these provisions if Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either: differs materially from that shown or indicated in the City's Specifications or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project and is of an unforeseen nature that such conditions could not have been discovered by Contractor. Contractor shall, within 24-hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify City in writing about such condition. Contractor's timely submission of written notice to City shall be a strict condition precedent to Contractor's entitlement to make a claim. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of a written order to do so from the City.

5.3 Underground Facilities: The cost of the following will be included in the Contract Price and Contractor shall have full responsibility for: locating all underground facilities, coordination of the Work with the owners of such underground facilities, including City, before, during and after construction, the safety and protection of all such underground facilities, and repairing any damage thereto resulting from the Work.

5.4 Hazardous Environmental Condition at Site: Contractor shall be responsible for any hazardous environmental conditions (including Hazardous Substances) created by or placed at the Site by the Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. If Contractor encounters a hazardous environmental condition or Hazardous Substance or if Contractor or anyone for whom Contractor is responsible creates a hazardous environmental condition and/or Hazardous Substance, or generates, disposes of, or installs any Hazardous Substance at the Site, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition in any area affected thereby (except in an emergency as required herein); and (iii) notify City and immediately thereafter confirm such notice in writing.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision: Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 Contractor's Representative: Contractor shall designate a competent, authorized representative, acceptable to the City, to represent and act for the Contractor. Contractor shall inform City in writing, of the identity and contact information of such representative, together with the scope of his authority, updated as needed. The Contractor's Representative shall be present or represented at the Site when the Work is actually in progress and available when the Work is suspended. All notices given to the Contractor's Representative shall be binding upon the Contractor.

6.3 Labor and Materials: Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons unskilled in tasks assigned to them.

6.4 Substitute Materials: Whenever materials are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials of other Suppliers may be accepted by the City if sufficient information is submitted by Contractor in a written application to allow a determination that the material proposed is equivalent or equal to that named, including any impact on the time indicated for Substantial Completion. Contractor shall include in the application certification that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. All variations of the proposed substitute from that specified shall be identified in the application. Available maintenance, repair and replacement service shall be indicated. The City may require the application to contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign affected by the resulting change, which shall be borne by Contractor.

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6.5 Substitute Methods: If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the City, if Contractor submits sufficient information in a written application to allow a determination that the substitute method proposed is equivalent or equal to that indicated or required by the Contract Documents, including any impact on the time indicated for Substantial Completion. Contractor must obtain written approval by City of the substitute method.

6.6 Evaluation of Substitute: The City will be allowed a reasonable time within which to evaluate each proposed substitute. The City will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the prior written acceptance and approval by the City, evidenced by either a Change Order, approved Shop Drawing or Field Order. The City may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other assurance with respect to any substitute. If Contractor observes that the Specifications or Drawings are at variance with any laws or regulations, Contractor shall give the City prompt written notice thereof. If Contractor performs any Work knowing or having reason to know that it is contrary to any laws or regulations, and without such notice to City, Contractor shall bear all costs arising therefrom.

6.7 Use of Site: Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and areas identified in and permitted by the Contract Documents and shall conform to any requirements of applicable laws and regulations, rights of way, permits and easements. Contractor shall not unreasonably encumber the Site with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the City because of the performance of Work by the Contractor, Contractor shall promptly notify the City of same in writing and attempt to remedy or otherwise resolve the claim. Notwithstanding this provision, the general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Contractor's use and occupancy of the Site.

6.8 Record Documents: Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings shall be made available to City, for reference upon request.

6.9 As-Built Plans: Upon completion of the Work, Contractor shall deliver to the City a reproducible set of updated plans with all "as-built" information included together with the record survey book to the City. Each completed set of "as-built" drawings must include on its face, a certified statement by the Contractor that the set of "as-built" drawings accurately depicts the Work as constructed. As-built plans shall include but not be limited to the following items: the location and elevation of all existing utilities, structures, and improvements encountered, and the finished product location and elevation of all utilities and structures remaining or installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.

6.10 Safety and Protection: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of all persons and property and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site, the Construction Work, the Site, materials and equipment to be incorporated therein and to property adjacent or near the Site. Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. The City may order the Work be stopped if a condition of imminent danger exists. Nothing shall be constructed to shift responsibility or risk of loss for injuries and/or damages, cost of stoppage or delay of work, from the Contractor to the City. The Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at worksite and work.

6.11 Contractor to Furnish Safety Measures: Contractor shall furnish all personnel and equipment sufficient to provide safeguards for appropriate traffic control plans and any necessary control. No additional payment will be allowed for signs, barricades, lights, flags, watchmen, flagmen, fire extinguishing apparatus, personnel, and/or other protective devices. If required, Contractor shall provide the City a certification for advanced maintenance of traffic (MOT) training and a 24-hour telephone number where the City may contact the Advanced MOT specialist if problems are encountered.

6.12 Storm Events: The Contractor shall be required to secure or remove from the Site, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the Work, the City's installations and/or public or private property. Site excavations shall be secured and/or backfilled. No Contractor equipment may be parked within 100 feet of any City facilities. Contractor shall prepare, in advance, whenever possible, for storm events. Contractor shall take the necessary precautions to protect the pedestrian and vehicular public from harm due to construction activity.

6.13 Contractor Shall Not Use Explosives: Contractor shall not use explosives on the Site, nor allow explosives of any type or nature to be brought upon the Site without the express written approval of City Manager. When the use of explosives is authorized by the City Manager, Contractor shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked - "DANGER - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, Contractor shall furnish to City, proof of adequate insurance coverage, providing public liability and property damage insurance as a rider attached to Contractor's policies. Open flames including the use of flambeaux are strictly prohibited.

6.14 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act in a timely manner to prevent damage, injury or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Contractor shall be responsible for providing first aid and medical care in accordance with applicable laws and regulations.

6.15 Temporary Utilities:

6.15.1 Water for the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors.

6.15.2 Electric for the Work: The Contractor shall provide temporary electrical power sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors.

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6.16 Temporary Sanitary Facilities: The Contractor shall provide and maintain temporary sanitary facilities at a location approved by the City in a neat and sanitary condition. Such accommodations and facilities shall be for the use of Contractor's employees and Subcontractors as may be necessary to comply with the regulations of any governmental agencies, and departments which address or govern these issues, including the City. Upon completion of Work, such sanitary facilities shall be removed and the premises left in a sanitary condition.

6.17 Continuing the Work: Contractor shall carry on the Work and adhere to the Contract Documents, including Schedule of Values during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless Contractor and City may otherwise agree in writing. Suspension of the Work by Contractor during any dispute or disagreement with City shall entitle City to terminate the Contract for cause.

6.18 Responsibility for Security of Work Site: Contractor shall at all times conduct, at its sole expense, all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to the Site. Contractor shall promptly take such precautions as are necessary and adequate against any conditions which involve risk of a loss and/or theft or damage to the Site. City may require additional security measures which may be more stringent in the event portions of the facilities or Project are occupied or are being used. Compliance with City security measures shall not relieve Contractor of its responsibility for maintaining the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Site.

6.19 Security Reports: Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism, including police reports and shall provide these reports to the City in a timely manner.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 Limitations on City's Responsibilities: The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

7.2 Related Work at Site: City may perform other Work related to the Project at the Site by City's own forces, have other Work performed by utility owners or directly Contract for other work related to the Project but not a part of the Work.

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ARTICLE 8 - ADMINISTRATION OF THE CONTRACT.

8.1 Disputes Regarding Changes In Work: The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

b. By mutual acceptance of a negotiated lump sum.

c. By a "Cost of the Work" calculation.

d. In addition to the contract price, the City shall assume the cost plus 10% administrative fee for removal of asbestos (permit cost to be paid by Contractor).

Unless otherwise agreed in writing between the parties, for "Cost for Work" additive Change Orders, Contractor may include up to an additional ten percent (10%) for profit in the calculation of the revised Contract Price. For Cost of Work deductive Change Orders, Contractor shall include at least an additional ten percent (10%) for decreased profit. If the parties fail to agree on a method of calculating the revised Contract Price, the unit price method shall be utilized if applicable, and shall include the increased or decreased profit as provided herein. Otherwise, the Cost of Work method shall be applicable. Contractor may not refuse to implement a Change Order requested by City if such Change Order is in conformance herewith.

Except as otherwise may be agreed to in writing by City, the components of the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items:

a. Payroll costs for employees in the direct employ of Contractor in the performance of the work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall not be included in the above unless authorized in writing by City.

b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith. All trade discounts, cash, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

c. The cost of transportation, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities and utilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work.

d. Rentals of all construction equipment and machinery and the parts thereof, rented by Contractor in accordance with rental agreements approved by City, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

e. Sales, consumer, use or similar taxes related to the Work and for which Contractor is liable, imposed by laws and regulations.

f. Royalty payments and fees for permits and licenses.

g. The cost of utilities, fuel and sanitary facilities at the site.

h. Communication expenses such as telegrams, long distance telephone calls, telephone service at the Site, or express mail used in connection with the Work.

i. Cost of premiums for additional bonds and insurance required because of changes in the Work.

h. Cost of the Work shall not include any of the following:

i. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, surveyors, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications which are to be considered administrative costs covered by Contractor's fee.

ii. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

iii. Any part of Contractor's capital expenses, including, but not limited to, interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

iv. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

v. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in herein.

Whenever the Cost of the Work is to be determined, Contractor shall submit, in a form acceptable to the City's Representative, an itemized cost breakdown together with supporting data.

8.2 Uncovering the Work. If any construction that is to be inspected, tested or approved is covered without written concurrence of City's Representative, it must, if requested by City or the City's Representative, be uncovered for observation. Such uncovering shall be at Contractor's expense and shall exclude the right to an increase in the Contract Price or Contract Time.

If City considers it necessary or advisable that covered Work be observed or inspected or tested by others, Contractor, at City's request, and contractor's expense, shall uncover, expose or otherwise make available for observation, inspection or testing as City may require, that portion of the Work [illegible] question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all the expenses of observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the City due to delays to others performing additional work, other contractual obligations, and attorneys' fees and City shall be entitled to issue an appropriate deductive Change Order. Contractor shall further bear the responsibility for maintaining the schedule in accordance with the Schedule of Values and shall be allowed an increase in Contract Price or Contract Time due to the uncovering.

8.3 City May Stop the Work: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

8.4 Correction or Removal of Defective Work: If required by the City, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the City, remove it from the Site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the City's Architect and/or Engineer, attorneys and other professionals) made necessary thereby.

8.5 Warranty Period: All work is warranted and guaranteed by Contractor for a period of one (1) year from the date of Acceptance. Latent defects are warranted and guaranteed by Contractor for a period of one (1) year from the date of discovery. Any defective construction or Work by Contractor that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if previously corrected or replaced. If within such extended warranty period, the Work is once again found to be defective, City shall be entitled to all of City's rights and remedies herein.

8.6 Dispute Resolution regarding Pay Application. In the event of disagreement with regard to a Payment Application, the City will timely commence dispute resolution by intake of Contractor's assertions in a formal personal or telephone interview conducted by the City Manager. The City Manager will obtain assertions regarding any opposing view and provide a timely decision which shall be binding on the Contractor.

ARTICLE 9 - PERFORMANCE AND TIMING ISSUES

9.1 Commencement: The date of commencement of the Work is the date established in the Notice to Proceed.

9.2 Notice of Substantial Completion: When Contractor considers the Work ready for its intended use, Contractor shall notify the City, certifying in writing that the Construction is "Substantially Complete" (except for items specifically listed by Contractor as incomplete), and submit to City all operation and maintenance manuals and instructions and spare parts required by the Contract Documents. Promptly thereafter, City and Contractor, shall make an inspection of the Work to determine the status of completion. If the City does not consider the Work Substantially Complete, the City shall notify Contractor in writing providing the reasons therefore.

9.3 Punch List: There shall be attached to the notice of Substantial Completion a Punch List of items, which should be minor in scope and nature, to be completed or corrected before Contractor's Application for Final Payment. Contractor shall address and complete Punch List items within thirty (30) days after receipt of notice.

9.4 Change of Contract Time: All time limits stated in the Contract Documents are of the essence. No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such delay, in accordance with the Contract Documents. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration Weather Station in Miami-Dade County.

The Contract Time may only be changed by a Change Order or a written amendment to the Contract. Any claim for extension of time shall be made in writing to the City's Representative not more than five (5) days after the detection or beginning of the occurrence of the event giving rise to the delay and stating the general nature of the claim; otherwise, the claim shall be waived. In the case of a continuing delay only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

9.5 NO RECOVERY FOR EARLY COMPLETION: If the Contractor submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, unless otherwise agreed in writing, the City shall not be liable to the Contractor for additional sums or any costs incurred because of delay or hindrance should the Contractor be unable to complete the Work before such milestone or completion date.

9.6 Application of Liquidated Damages: Regardless of whether or not a single Contract is involved, the liquidated damages sum shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages.

9.7 Additional Expenses of City: Contractor shall be responsible for reimbursing City, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural fees, other professional fees, cost of inspection and other costs incurred in administering the construction of the Project beyond the Final Completion date specified or beyond an approved extension of time granted to Contractor whichever is later.

9.8 Tests and Inspection: Contractor shall give City timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the City or its agents may be performed at its discretion to provide information to the City on the progress of the Construction. However such information is not intended to fulfill the Contractor's obligations in accordance with the Contract Documents. Contractor shall assume full responsibility, pay all costs in connection therewith and furnish City the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

ARTICLE 10 - TRUTH-IN-NEGOTIATION

Despite any provisions in the Contract Documents to the contrary, any amounts paid by City to Contractor in excess of that to which it is entitled under the Contract Documents shall be reimbursed by Contractor to City.

The making of Final Payment to Contractor shall not be a waiver of City's right to reimbursement from Contractor nor shall it discharge Contractor's obligation to refund the overpayment. The terms of this Article shall survive any payment and/or making Final Payment by the City to Contractor.

ARTICLE 11 – PAYMENT APPLICATION AND FINAL MATTERS

11.1 Final Application for Payment: After Contractor has completed all corrections listed in the Punch List to the satisfaction of the City, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents and other documents, all as required by the Contract Documents, and after the City has indicated that the Work is acceptable, Contractor may make application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens which may be filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish: (a) receipts or releases in full; (b) an affidavit of Contractor indicating that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or City's property might in any way be responsible, have been paid or otherwise satisfied; and (c) consent of the surety, if any, to Final Payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien. In addition, Contractor shall submit with the final Application for Payment, the completed set of "as-built" plans. Final payment to Contractor shall not be made until said plans have been reviewed and approved by the City. Prior to approval, if necessary, the plans may be returned to Contractor for changes or modifications if, in the opinion of the City, they do not represent correct or accurate as-built plans.

11.2 Contractor's Continuing Obligation to Complete: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by the City, nor any payment by City to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any review and approval of a Shop Drawing or Sample, nor the issuance of a notice of acceptability by City, nor any correction of defective Work by City will constitute an acceptance of defective Work or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

11.3 Waiver of Claims: The acceptance of final payment shall constitute a waiver of all claims by Contractor against City.

11.4 City May Suspend Work: City may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to Contractor, which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall not be allowed an increase in the Contract Price but may request an extension of the Contract Time, directly attributable to any suspension if Contractor makes an approved claim therefore as provided herein.

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 1

Issued: May 7, 2012

Subject:

Notice to All Proposers:

Question

1. It was discussed that we will need to bring new power from FP&L in order to install an automatic transfer switch to power the existing generator. Would this FP&L expense be under an allowance since on short notice they usually do not quote a price?

Answer

Yes

Question

2.Will you want to use the existing transfer switch on the west side of the fire building or install a new?

Answer

Yes. The existing transfer switch on the west side is to be used.

Question

3. It was discussed that the generator would be serviced and operational at the time the contract would be signed. It this correct?

Answer

Yes

11B(196)

Question

4. Please clarify which items or equipment is to be salvaged for the city.

Answer

The dedication bronze plaques are to be salvaged.

Question

5. Please identify specifically where you want the traffic light switch to be relocated.

Answer

The traffic light switch is to be relocated at the same distance as the FPL vault.

Question

6. It was discussed that bid item #4 would be revised. I suggest that you identify how all of the unit cost is to be priced in order for all bidders to bid uniformly.

Answer

Bid Item #4 is "Demolition" is the title. Sections 4a and 4b are to be priced out.

Question

7. It was discussed that the gas line would be capped at the property south easement. Is this correct?

Answer

Yes.

Question

8. I understand there is an upcoming mandatory site inspection or the like for the above referenced project (Demolition of City Hall Building Bid No. NBV 2012-01). Can you please advise me of the date, location and time.

Answer

The pre-bid conference was on May 2, 2012; and it was not mandatory.

Question

9. What is the budget for the project?

Attached is a copy of the budget which includes an overall amount for the public safety/municipal complex. A line item amount has not been specified for the demolition of City Hall project.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____

Print Name: _____

Firm: _____

Date: _____

SUBMIT WITH BID FORM

11B(198)

DOCUMENT 00904
CITY OF NORTH BAY VILLAGE

ADDENDUM NO. 2

Issued: May 8, 2012

Subject:

Notice to All Proposers:

Question

1. Is the contractor required to install a 6' temporary fence with a dark wind screen during construction?

Answer

Yes.

Please see the below link for the plans.

http://nbvillage.com/Pages/NorthBayFL_DPW/index

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH BID FORM

11 B(199)

CITY OF NORTH BAY VILLAGE
INVITATION TO BID
DEMOLITION OF CITY HALL BUILDING
BID NO. NBV 2012-01

ic Notice is hereby given that the City of North Bay Village, Florida is soliciting bids from qualified companies to demolish the City Hall, Police and Fire Department Building located at 7903 East Drive, North Bay Village, Florida.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Bid Package may be obtained at the City Administrative Offices, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before May 14, 2012 no later than 10:00 a.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

A Pre-bid Meeting will be held at 10:00 a.m. on May 2, 2012 at 7903 East Drive, North Bay Village, Florida 33141.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw id at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

00100

CITY OF NORTH BAY VILLAGE
1700 Kennedy Causeway, #132
North Bay Village, FL 33141

ADVISORY BOARD VACANCIES

The City of North Bay Village is seeking residents/business owners to serve on the following advisory boards/committees to the Commission:

Animal Control Advisory Committee (two vacancies)
Arts, Cultural & Special Events Board (three vacancies)
Business Development Advisory Committee (seven vacancies)
Citizens Budget & Oversight Board (one vacancy)
Community Enhancement Board (one vacancy)
Youth Services Board (one vacancy)

Applications and detailed information are available online at www.nbvillage.com or contact the City Clerk's Office at (305) 756-7171

ATTENTION SENIORS:
have fun while staying fit!

Keep your mind and body active at the JCS Sunny Isles Senior Program by:

- Attending Special Events
- Enjoying Tai Chi Classes
- Getting Involved with Arts & Crafts Activities
- Joining the Russian Club & Choir
- Participating in EnhanceFitness Exercises
- So Much More!

For more information on the **JCS SUNNY ISLES SENIOR PROGRAM**, schedule & directions, please call:
305.673.6060 *(Hablamos Espanol)*

For more information on other **Jewish Community Services** programs for seniors, please call 305.576.6550 or visit www.jcsfl.org

THIS PROGRAM IS SUPPORTED IN PART BY:

11B(200)

NORTH BAY VILLAGE POLICE DEPARTMENT

MEMORANDUM NO. 12-06-02

DATE: June 6, 2012

TO: Mayor Connie Leon-Kreps
Vice-Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel
Yvonne Hamilton, City Clerk

FROM: Robert J. Daniels, Chief of Police

VIA: Dennis Kelly, City Manager

SUBJECT: JUNE 2012 COMMISSION AGENDA
Summer Program Partnership

Background:

The City of North Bay Village partnered last summer with Miami-Dade County Community Schools to provide a Summer Camp Program for children of residents, as well as, other children in the Miami Beach area. This program serviced approximately 80 children from our City. This year, the City of North Bay Village has established a summer camp through a Children's Trust Grant that is capped at 50 children that are exclusively residents of North Bay Village. This Grant is renewable annually and is approved for three years in total.

Discussion:

The Miami-Dade County Community Schools is seeking a partnership again in coordinating this year's summer camp, which they will be running from Treasure Island Elementary School, the same venue as the City of North Bay Village Summer Camp. Last year the City of North Bay Village contributed $15,000 to the Summer Camp. Staff feels that there are synergies that can be achieved by assisting the Miami-Dade Community School Program and approximately 30 children that are unable to participate in the current 50 child capped City Program. Continuing the partnership with Miami-Dade Community Schools will enable a summer program to exist once the Children's Trust funding ceases.

Recommendation:

Staff recommends the expenditure approval of $10,000 from the Special Promotion Account to fund our partnership with Miami-Dade County Community Schools for the joint 2012 Summer Camp Program.

IICU)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRIBUTION OF $10,000.00 TO MIAMI-DADE COUNTY COMMUNITY SCHOOLS TO SUPPORT THE 2012 SUMMER CAMP SERVICES FOR THE CHILDREN OF THE CITY; AND PROVIDING AN EFFECTIVE DATE *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

WHEREAS, in the summer of 2011, the City of North Bay Village (the "City") partnered with Miami-Dade County Community Schools to provide a Summer Camp Program for children of residents of the City, to provide summer camp to approximately 80 children; and

WHEREAS, the City desires to improve the availability of services to meet the needs of the City's youth; and

WHEREAS, the City has secured a Children's Trust Grant which allows the City to provide summer camp opportunities for 50 children; and

WHEREAS, the Miami-Dade County Community Schools has approached the City to develop a partnership again for the 2012 summer camp season, for the provision of services at the Treasure Island Elementary School, the same venue as the City's program; and

WHEREAS, the City Commission desires to support the Miami-Dade County Community Schools provision of summer camp services to the children of City residents who cannot be served within the limited capacity of the City's summer program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY 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. That a contribution of $10,000.00 from the Special Promotion Account, shall be made to the Miami Dade County Community Schools to assist in providing 2012 summer camp services to the children of North Bay Village City Residents.

11C(1)(A)

Section 3. This Resolution shall become effective immediately upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Stuart Blumberg	_____
Commissioner Richard Chervony	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this ___ day of June, 2012.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton
City Clerk

APPROVED AS TO FORM:

_____
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske P.L.

City of North Bay Village: Award of Funds to Miami-Dade County Schools 2012 Summer Program

11C(2)

City of 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

MEMORANDUM
City of North Bay Village

DATE: June 7, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRIBUTION OF $10,000.00 TO MIAMI-DADE COUNTY COMMUNITY SCHOOLS TO SUPPORT THE 2012 SUMMER CAMP SERVICES FOR THE CHILDREN OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

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

11C(3)

City of 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

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: June 7, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel

FROM: Dennis Kelly
City Manager

SUBJECT: Redevelopment of Dr. Paul Vogel Park: Authorization to purchase four (4) signs.

RECOMMENDATION:

It is recommended that the City Commission approve a Resolution authorizing the City Manager to purchase four (4) signs as designed by Tom Graboski for $15,675 including installation at Dr. Paul Vogel Park.

The four signs identified in the Park Signage Plans attached have Sign Type and Location Number for your reference and are:

Cost	Sign Type / Location Number - Sign Content
$ 8,500	1.1 / 1.01 - Main Park Identity Sign "Dr. Paul Vogel Community Park"
$ 275	4.4 / 1.02 - "Daily Park Hours:... & Park Rules: ..."
$2,000	4.5 / 1.15 - Dedication Sign "Dr. Paul Vogel Community Park is hereby dedicated to the residents of North Bay Village and to the service of Dr. Paul Vogel Mayor Emeritus."
$ 1,900	4.3 / 1.14 - "Playground Rules:..."

11D(1)

$3,000	Installation of four (4) signs estimate
$15,675	Total

BACKGROUND:

Staff received three estimates and the most economical is included for your consideration. Only the four signs presented are being considered for purchasing and installation at this time.

The City received $415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

BUDGETARY IMPACT:

The funds for the purchase of the four signs at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

ATTACHMENTS:

1) Resolution
2) Three quotations
3) Current park budget
4) Park Signage Plan

RESOLUTIONNO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF FOUR SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF $15,657 FOR THE SIGNAGE; AUTHORIZING CITY OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, the City of North Bay Village (the "City") has obtained three cost estimates for the purchase of the signage at Dr. Paul Vogel Park, as designed previously by TGA Designs.

WHEREAS, C&L Graphics provided the lowest cost estimate and has provided the installation of the existing signage at Dr. Paul Vogel Community Park; and

WHEREAS, the City Manager hereby recommends that the City Commission approve the services of C&L Graphics at a lump sum cost of $15,657 to continue to install the required park identification signs, signs advertising playground rules, park rules, and dedication signage, plus the cost of installation.

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 herein by this reference.

Section 2. **Approval of Purchasing Order/Quote.** The Purchasing Order/ Quote with C&L Graphics in the amount of $15,657 for purchase and installation of four signs for Dr. Paul Vogel Park, a copy of which is attached as Exhibit "1", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

11D(3)

Section 3. **Authorization of City Officials.** The City Manager and City Attorney are authorized to take all steps necessary to implement the terms and conditions of the purchase order/quote.

Section 4. **Authorization of Fund Expenditure.** The City Manager is authorized to expend $15,657 to C&L Graphics from budgeted funds from the Safe Neighborhood Parks Grant Funds to implement the terms and conditions of the purchase order/quote.

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

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Stuart Blumberg	_____
Commissioner Richard Chervony	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this 12th day of June, 2012.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

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

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: C&L Graphics-Dr. Paul Vogel Park Signs.

11D(4)

City of 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

MEMORANDUM
City of North Bay Village

DATE: June 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF FOUR SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF $15,657 FOR THE SIGNAGE; AUTHORIZING CITY OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.** ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

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

11D(5)

Mayor	Vice Mayor	Commissioner	Commissioner	Commissioner
Connie Leon-Kreps	**Eddie Lim**	**Stuart Blumberg**	**Dr. Richard Chervony**	**Dr. Paul Vogel**

C&L GRAPHICS
consulting • design • printing • advertising
3901 NW 79th Avenue / Suite 244 / Doral, FL 33166
T. 786.877.5522 / F. 786.513.0132
E. carlos@candlgraphics.com

Quote

BILL TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

SHIP TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

P.O. NO.	QUOTE No.	DUE DATE	REP.	ORDER No.	SHIP VIA
Sam	09657-B	05/22/12	CR		Hand Delivered

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
Signs	**"CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured with Economical Materials to look like TGA Design**			
	Identification Signs:			
	1.1 Park Main ID Sign	1		$8,500.00
	1.1A Park Secondary ID Sign	1		3,500.00
	1.2 Storage	1		225.00
	1.3 Men and Women Restrooms (2)	2	225	450.00
	Informational Signs:			
	4.1 Fitness Motivational Sign	1		1,900.00
	4.2 Interpretive Signage	1		2,000.00
	4.3 Playground rules	1		1,900.00
	4.4 Park Rules	1		275.00
	4.5 Dedication Sign	1		2,000.00
	Installation for above not included pending quantity of signs to be ordered			3,000.00
				More than a 20% savings
			SUB-TOTAL	
			TAX	
			DEPOSIT	

All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.

Please make checks payable to: C&L Graphics, Inc.

Thank You for your business

TOTAL 15,675

Exhibit 1

IDEAS
ADVERTISING GROUP
7901 NW 36 Street | Suite#340
Doral, Florida 33166
Phone 305.215.5705 Fax 786.513.7608
Edwin@IdeasAdvertisingGroup.com

QUOTATION

Quote No. 120521-003
Invoice Date May 21, 2012

SHIP TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

BILL TO

City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village FL 33141

Sales Rep.	P.O. Number	Ship Date	Ship Via	FOB	Terms
E. GONZALEZ		00/00/00	Truck	Miami, FL	COD

Quantity	Description	Unit Price	Total
	"CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured to look like TGA Design		
	INFORMATIONAL SIGNS:		
	4.1 Fitness Motivational Sign	2470	2,470.00
	4.2 Interpretive Signage	2600	2,600.00
	4.3 Playground rules	2470	2,470.00
	4.4 Park Rules	380	380.00
	4.5 Dedication Sign	2600	2,600.00
	IDENTIFICATION SIGNS:		
	1.1 Park Main ID Sign	11500	$11,500.00
	1.1A Park Secondary ID Sign	4550	4,550.00
	1.2 Storage	350	350.00
	1.3 Men and Women Restrooms (2 Signs)	335	770.00
	Installation is not included in above prices		
		Sub-Total	
It's been a pleasure working with you. Thank You!		Tax	
If customer invoices are delinquent thirty(30) days from the date that your order is completed. A late charge of $25.00, together with interest accruing at the rate of 1.5% per month shall be assessed. Customer shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney fees.		Total	
		Balance Due	

HIGH SPIRITS INC.
2353 Coral Way
Miami, FL 33145
Phone: 305-860-3601
e-mail: highspiritsinc@aol.com

ESTIMATE

SOLD TO:

North Bay Village City
1700 Kennedy Causeway / #132
North Bay Village, Florida 33141
Sam Zamacona

REQUESTED BY	QUOTE NO.	DATE	REP.	TERMS
Sam Zamacona	Q-10513	05/18/12	P. O.	COD

DESCRIPTION	QTY	AMOUNT
CITY OF NORTH BAY VILLAGE VOGEL PARK SIGNAGE Manufactured with to look like Design by TGA		
Identification Signs:		
1.1 Park Main ID Sign	1	$10,950.00
1.1A Park Secondary ID Sign	1	4,950.00
1.2 Storage	1	385.00
1.3 Restrooms (2)	2	600.00
Informational Signs:		
4.1 Fitness Motivational Sign	1	2,900.00
4.2 Interpretive Signage	1	2,750.00
4.3 Playground rules	1	2,900.00
4.4 Park Rules	1	425.00
4.5 Dedication Sign	1	2,850.00
Installation for above not included		

Prices do not reflect taxes, they'll be added to the invoice when applicable. The prices herein are good for 30 days only. When you have decide to place an order, please attached this quote with your request.

CITY OF NORTH BAY VILLAGE
VOGEL PARK IMPROVEMENTS
$ 5,474,951.73

	Sources of Funds									Uses of Funds			
	Safe Neighborhood Parks (County)	Coastal Partnership (DEP)	FIND	Grant Total	City Req'd Match (Exp)	Add'l City Contrib.	NBV Bond Issue Contrib.	Total City Contrib.	Total Sources of Funds	Expenditures Itemized by Category	Expenditures	Total Spent by Category	Available to Spend
Planning, Design, Project Administration, Soft Costs	51,000.00			51,000.00	51,000.00		23,502.27	74,502.27	125,502.27	Bermello Ajamil arch. firm Staff time DEP permit Kimley Horn DERM tree relocation permit Ultimate Concepts Marketing	92,764.83 25,630.00 3,807.77 3,200.00 47.00 52.67	125,502.27	-
Seawall Design/ Permitting/ Engineering/ Bidding			4,470.00	4,470.00				-	4,470.00	Dock and Marine Contruction	4,470.00	4,470.00	-
Total Sources for Soft Costs	**$ 51,000.00**	**$ -**	**$ 4,470.00**	**$ 55,470.00**	**$ 51,000.00**	**$ -**	**$ 23,502.27**	**$ 74,502.27**	**$ 129,972.27**	**Total Uses for Soft Costs**	**$ 129,972.27**	**$ 129,972.27**	**$ -**
Construction, Fixtures, Furniture, Equipment	244,500.00	60,000.00	50,530.00	$ 355,030.00	134,000.00	(20,303.04)		113,696.96	468,726.96	Soil, grading, paver sand, irrigation Trees and plants Fence Home Depot purchases Dock demolition and clean-up Electrical work Paver walkway FPL hook-up Benches, tables, trash bins M Vila C.O. Construction M Vila C.O. Construction Playground & Exercise Equipment Shelter Sod Aluminum picket fence reinforcemen Two Shelters above benches 7/10/12 Park Sign (4) designed by Tom G.	16,798.93 12,500.00 11,500.00 2,001.46 6,800.00 14,272.95 1,238.00 642.33 3,838.90 203,055.52 83,772.73 75,334.67 15,516.47 3,600.00 2,180.00 15,675.00	468,726.96	-
Art Allowance	4,500.00			4,500.00			4,500.00	4,500.00	9,000.00	Amt will be transferred to Dade Cult. Affairs Dept.	9,000.00	9,000.00	-
Total Sources for Hard Cost	**$ 249,000.00**	**$ 60,000.00**	**$ 50,530.00**	**$ 359,530.00**	**$ 134,000.00**	**$ (20,303.04)**	**$ 4,500.00**	**$ 118,196.96**	**$ 477,726.96**	**Total Uses for Hard Costs**	**$ 477,726.96**	**$ 477,726.96**	**$ -**
TOTAL SOURCES FOR SOFT & HARD COSTS	**$ 300,000.00**	**$ 60,000.00**	**$ 55,000.00**	**$ 415,000.00**	**$ 185,000.00**	**$ (20,303.04)**	**$ 28,002.27**	**$ 192,699.23**	**$ 607,699.23**	**TOTAL SOFT & HARD COSTS**	**$ 607,699.23**	**$ 607,699.23**	**$ -**
Land Acquisition							4,508,493.50	4,508,493.50		Land Acquisition	4,508,493.50		
Cost of Issuance							35,000.00	35,000.00		Cost of Issuance	35,000.00		
Cap. Interest							323,035.00	323,035.00		Cap. Interest	323,035.00		
Bank Fees, Prof. Svcs.							724.00	724.00		Bank Fees, Prof. Svcs.	724.00		
Other Park Expenses								-		Other Park Expenses			
TOTAL ACQUISITION SOURCES							**$ 4,867,252.50**	**$ 4,867,252.50**	**$ 4,867,252.50**	**TOTAL ACQUISITION USES**	**$ 4,867,252.50**	**$ 4,867,252.50**	**$ -**
PROJ SOURCES GRAND TOTAL	**$ 300,000.00**	**$ 60,000.00**	**$ 55,000.00**	**$ 415,000.00**	**$ 185,000.00**	**$ (20,303.04)**	**$ 4,895,254.77**	**$ 5,059,951.73**	**$ 5,474,951.73**	**PROJECT USES GRAND TOTAL**	**$ 5,474,951.73**	**$ 5,474,951.73**	**$ -**