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, SEPTEMBER 11, 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. **MOMENT OF SILENCE FOR THOSE WHO LOST THEIR LIVES ON 9/11/2001**

2. **PROCLAMATIONS AND AWARDS**

   B. **SPECIAL PRESENTATIONS**

   C. **ADDITIONS AND DELETIONS**

3. **BOARD REPORTS**

   A. **ANIMAL CONTROL ADVISORY BOARD**
   B. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**
   C. **CITIZENS BUDGET AND OVERSIGHT BOARD**

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

D. **COMMUNITY ENHANCEMENT BOARD**
E. **PLANNING & ZONING BOARD**
F. **YOUTH SERVICES BOARD**
G. **BUSINESS DEVELOPMENT ADVISORY COMMITTEE**

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 RENEWAL PRICING FOR THE CITY'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH AND VISION INSURANCE AND WITH BLUE CROSS BLUE SHIELD OF FLORIDA FOR DENTAL INSURANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE CITY OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.** ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution will authorize renewal of health and dental insurance policies for City employees.

1.) Commission Action

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

The proposed Resolution will allow the purchase of a replacement copier machine for the Building Department.

1.) Commission Action

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CITY MANAGER'S DECLARATION OF LOCAL STATE OF EMERGENCY FOR TROPICAL STORM ISAAC FROM AUGUST 25, 2012 THROUGH AUGUST 27, 2012; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will ratify an emergency declaration issued on August 25, 2012 in expectation of Hurricane Isaac.

1.) Commission Action

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE; APPROVING AN AGREEMENT BETWEEN THE CITY AND ISI/WATER COMPANY OF AMERICA FOR AUDITING THE CITY'S WATER, SEWER, STORM WATER AND SANITATION BILLING SYSTEM; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE CITY CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will authorize the hiring of ISI/Water Company of America to identify and correct unbilled utility services.

1.) Commission Action

10. PLANNING & ZONING CONSENT AGENDA

11. ORDINANCES FOR FIRST READING AND RESOLUTIONS

A. AN ORDINANCE OF THE CITY OF NORTH BAY VILLAGE, FLORIDA CONCERNING MAINTENANCE OF PROPERTY, PREVENTION AND ABATEMENT OF PUBLIC NUISANCES, AND REGULATING DISTRESSED REAL PROPERTY; AMENDING CHAPTER 95 "HOUSING", OF THE NORTH BAY VILLAGE MUNICIPAL CODE OF ORDINANCES BY AMENDING SECTION 95.01, TO BE ENTITLED "DISTRESSED PROPERTIES", RELATING TO PROCEDURES FOR THE REGISTRATION AND MAINTENANCE OF REAL PROPERTY IN FINANCIAL DISTRESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

The proposed Ordinance will impose regulations to address distressed properties to provide adequate maintenance and security.

B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET, UNLESS THE CITY COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

The proposed Resolution will require all capital projects to be funded and budgeted, unless they are deemed emergencies by the Commission.

1.) Commission Action

C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, APPROVING THE POSITION CLASSIFICATION MANUAL, THE PERSONNEL POLICIES AND PROCEDURES MANUAL, THE PAY PLAN, AND RELATED POLICIES AND PROCEDURES (THE "UNIFORM PERSONNEL POLICIES"); PROVIDING FOR REPLACMENT IN ITS ENTIRETY OF ANY EXISTING PREVIOUSLY ADOPTED PERSONNEL POLICIES; AND PROVIDING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution will create a system of personnel administration throughout the City for employees not governed by a collective bargaining agreement.

1.) Commission Action

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE KENNEDY CAUSEWAY; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution will authorize design variances from the Florida Department of Transportation for continuation of improvements to the causeway with similar design standards to Phase 1, which will include narrowing of the causeway median from its required width, narrowing of one or more travel lanes, and inclusion of a shared use path.

1.) Commission Action

E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE DESIGN BUILD AGREEMENT BETWEEN THE CITY AND METRO EQUIPMENT SERVICE, INC., FOR PLACING THE 12" SEWER FORCEMAIN OUT OF SERVICE AND EXTENDING THE CONTRACT TIME; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE CHANGE ORDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS W. KELLY)***

The proposed Resolution will allow the engagement of Metro Equipment Service, Inc. to close off service to the 12" sewer force main as a result of the construction and completion of the new westbound sewer system.

1.) Commission Action

F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPOINTING LARUE PLANNING AND MANAGEMENT SERVICES, INC., AS PLANNING CONSULTANT PURSUANT TO SECTIONS 3.01 AND 4.01 OF THE CITY CHARTER; SETTING AN EFFECTIVE DATE.

The proposed Resolution seeks confirmation of Jim LaRue as the permanent planner for the City of North Bay Village.

1.) Commission Action

G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF ELBERT E. WRAINS AS FINANCE DIRECTOR; SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution will approve the hiring of Bert Wrains as the permanent Finance Director for the City of North Bay Village.

1.) Commission Action

H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING A WORK ORDER WITH ENVIROWASTE SERVICES GROUP, INC. FOR THE RENTAL AND INSTALLATION OF SEVEN SEWER FLOW METERS AS REQUIRED BY CONSENT AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY, PURSUANT TO SECTION 36.25(J) OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE WORK ORDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will authorize a Work Order with Envirowaste to identify ground water infiltration into the waste water system.

1.) Commission Action

I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH ET & T DISTRIBUTORS, INC. FOR PURCHASE OF TWO PICNIC SHELTERS FOR DR. PAUL VOGEL PARK AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will provide two picnic shelters for Dr. Paul Vogel Park.

1.) Commission Action

J. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR COMPLETION OF THE FORCEMAIN REHABILITATION DESIGN BUILD PROJECT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will authorize Kimley Horn & Associates to provide construction phase services associated with cleaning and placing out of the service the City's existing eastbound 12" forcemain.

1.) Commission Action

K. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND TYLER TECHNOLOGIES, INC. FOR THE INCODE (FINANCIAL SOFTWARE); WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF CITY CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

The proposed Resolution will authorize the purchase of a financial reporting software system which will include applications such as general ledgers, budget preparation, bank reconciliation, fixed assets, Building Permits, and Business Tax Receipts for more efficient operation of the departments of the City.

L. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A COMPLETION CONRACT WITH VALLEYCREST LANDSCAPE DEVELOPMENT, INC. ("VALLEYCREST") FOR REDEVELOPMENT OF J. F. KENNEDY CAUSEWAY AND IMPROVEMENTS TO DR. PAUL VOGEL PARK ("PROJECT"); WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE CITY CODE TO UTILIZE THE SERVICES OF VALLEYCREST; AND AUTHORIZING EXPENDITURES TO VALLEYCREST AND SOUTHEAST UNDERGROUND UTILITIES CORP. ("SOUTHEAST") NOT TO EXCEED $235,999.00 FOR PREVIOUSLY PERFORMED WORK ON THE PROJECT; AUTHORIZING EXPENDITURES NOT TO EXCEED $174,001.00 FOR VALLEYCREST AND SOUTHEAST TO COMPLETE THE PROJECT; APPROVING PAYMENT TO OTHER UNPAID SUBCONTRACTORS AND SUPPLIERS OF M. VILA AND ASSOCIATIES, INC. ("VILA") NOT TO EXCEED $114,332.00; AUTHORIZING KIMLEY-HORN & ASSOCIATES, INC. ("KIMLEY-HORN") TO PROCEED WITH WORK ORDER NO. 06-12 FOR A COST NOT TO EXCEED $23,000.00; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE NECESSARY DOCUMENTS; AUTHORIZING THE APPROPRIATION AND BUDGETING OF APPROXIMATELY $281,789.00 TOWARD THE COMPLETION OF THIS PROJECT AND AUTHORIZING THE CITY MANAGER TO EXPEND THE BALANCE OF THE BUDGETED FUNDS AND NEWLY APPROPRIATED FUNDS TO COMPLETE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will authorize negotiation and expenditure of funds for completion of the causeway project abandoned by M. Vila.

1.) Commission Action

M. 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 THREE SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF $13,025 FOR THE SIGNAGE; AUTHORIZING CITY OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution seeks approval for the purchase and installation of identification signs, signs advertising playground rules, park rules, and dedication signage at Dr. Paul Vogel Park at 7920 West Drive.

1.) Commission Action

N. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND AWARDING RFP NO. NBV 2012-01 FOR LANDSCAPE MAINTENANCE SERVICES TO SMF SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

The proposed Resolution will approve the hiring of SFM Services, Inc. to maintain the public right-of-ways in the City.

1.) **Commission Action**

12. **PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING**

A. **AN APPLICATION BY ZF DEVELOPMENT, LLC, CONCERNING PROPERTY LOCATED AT 8000 WEST DRIVE, TRACT C OF HARBOR ISLAND NORTH BAY VILLAGE, FLORIDA IN CONNECTION WITH THE DEVELOPMENT OF A 285-UNIT RENTAL APARTMENT DEVELOPMENT FOR THE FOLLOWING:**

1. **A VARIANCE PURSUANT TO SECTION 152.097 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STANDARDS OF SECTION 152.029(C)(2) TO ALLOW A FRONT-YARD SETBACK AS LITTLE AS 11 FEET 10 INCHES IN SOME AREAS WHERE 25 FEET IS REQUIRED.**

1.) **Commission Action**

13. **UNFINISHED BUSINESS**

14. **NEW BUSINESS**

A. **RFQ FOR LEGAL SERVICES**

1.) **Commission Action**

B. **APPOINTMENT – BUSINESS DEVELOPMENT ADVISORY COMMITTEE**

1.) **Commission Action**

15. **APPROVAL OF MINUTES**

A. **REGULAR CITY COMMISSION MEETING – 6/12/2012**

16. **ADJOURNMENT**

CITY OF NORTH BAY VILLAGE
MEETING NOTICE

THURSDAY, SEPTEMBER 13, 2012	**6:30 P.M.**	**FIRST BUDGET PUBLIC HEARING**
SATURDAY, SEPTEMBER 15, 2012	**2-3 P.M.**	**BOOK MOBILE (1841 GALLEON STREET)**
MONDAY, SEPTEMBER 17, 2012	**7:00 P.M.**	**YOUTH SERVICES BOARD MEETING**
SATURDAY, SEPTEMBER 22, 2012	**2-3 P.M.**	**BOOK MOBILE (1841 GALLEON STREET) ACADEMY**
WEDNESDAY, SEPTEMBER 26, 2012	**4:30 P.M.**	**CITIZENS BUDGET & OVERSIGHT BOARD MEETING**
THURSDAY, SEPEMBER 27, 2012	**6:30 P.M.**	**FINAL BUDGET PUBLIC HEARING**
SATURDAY, SEPTEMBER 29, 2012	**2-3 P.M.**	**BOOK MOBILE (1841 GALLEON STREET)**

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.

Yvonne Hamilton

From: Bert Wrains
Sent: Thursday, August 30, 2012 8:48 PM
To: All Commissioners ; Dennis Kelly
Cc: All Dept Heads; All Finance Dept
Subject: July Financial Report
Attachments: JULY 2012 FINANCIAL REPORT.pdf

Mayor and Commission,
I am enclosing the Financial Report for the 10 month period ending July 31, 2012.
I have made a couple of changes from the June report.
They are;
First we changed the header of the far right column that shows the variance of projected through September 30, 2012 to budget. The term that I feel better states the case is Surplus/(Deficit). Last month it read over/(under).
The second item is the General Fund pie chart. Debt service is not a part of the General Fund Budget but it had been included in the pie chart. Transfers are a part of the General fund budget and it had been excluded. It is now shown as apart of the pie chart.

I would like to point out that the Ad Valorem revenues have already exceeded the FY 2012 Budget. They have reached 103% of the budget or $158,717 more that we budget. This is actual through July 31, 2012. I do expect additional ad valorem tax in August and September but I do not want to over project the revenue at this time.
The reason that this can occur is that the Ad Valorem Tax levy is budgeted at 95% of the total levy. This is in anticipation of the 4% early discount and any Value Adjustment Board reductions. This would indicate that several property owners did not pay early and did not get the discounts. Also, if they pay after March they have to pay a penalty. The combination of these 2 factors has allowed the City to collect the 103% of budget revenues.
The General Fund projected expenditures through September 30, 2012 rose only $15,000 over the June 2012 report. Most of our expenses are wage and personnel related cost and they should be consistent.

The Utility Fund showed a projected year expenditures up by $106,000 over the June projection. This is mainly due to increased cost in the Sanitation Fund.
I have not looked at what caused this increase but I will include in the presentation at the first budget hearing on September 13, 2012.
The Transportation Fund shows a reduction of the projected deficit in this fund by $28,000 and we still have 2 months left to cut additional expenses in this fund.
All other funds are still in line with the projections in the June report.
If you have any questions on any thing in this report please let me know.
I will be providing a copy of this report to the Citizens Budget Oversight Board.
Thank you.

Bert Wrains, CGFO
Interim Finance Director
1700Kennedy Causeway, Suite 132
North Bay Village, Florida 33141
Office - 305-756-7171
Cell - 954-610-7979
bwrains@nbvillage.com

CITY OF NORTH BAY VILLAGE
BUDGET-IN-BRIEF thru JULY 31, 2012

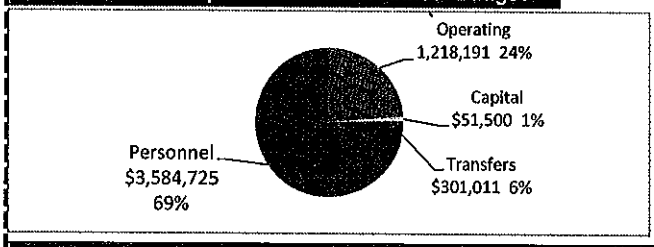
General Fund Revenues

Revenues	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Real & Personal Property Taxes	2,926,283	3,017,576	103%	3,085,000	158,717
Franchise Fees	364,500	220,119	60%	353,793	(10,707)
Utility Service Taxes	420,000	339,941	81%	447,233	27,233
Communication Service Tax	306,449	228,453	75%	304,603	(1,846)
Licenses & Permits	72,600	30,155	42%	64,383	(8,217)
Intergovernmental Revenue	706,748	540,191	76%	729,599	22,851
Fines & Forfeitures	205,500	66,818	33%	80,181	(125,319)
Misc. Revenue	43,700	46,053	105%	61,653	17,953
Charges for Services	54,400	44,285	81%	53,142	(1,258)
Total Revenues	**5,100,180**	**4,533,590**	**89%**	**5,179,587**	**79,408**

General Fund Expenditures

Expenditures	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
City Commission Department	65,221	41,971	64%	51,904	13,317
City Manager Department	161,727	107,442	66%	128,779	32,949
City Clerk Department	148,441	104,206	70%	130,105	18,336
Finance Department	124,624	124,298	100%	157,392	(32,768)
Legal Services Department	300,000	296,370	99%	444,555	(144,555)
General Government Department	772,710	648,777	84%	767,846	4,864
Police Department	3,245,500	2,682,661	83%	3,280,753	(35,253)
Recreation / Human Svces Dept.	36,193	30,137	83%	36,516	(323)
Transfer to After School & Summer	27,445	22,871	83%	27,445	-
Transfer to Street Mtnce Fund	218,318	181,932	83%	218,318	-
Transfer to Transportation Fund	55,248	46,040	83%	55,248	-
Total Expenditures	**5,155,428**	**$ 4,286,703**	**83%**	**5,298,860**	**(143,432)**
NET DIFFERENCE REVENUE/EXPENSE					***(64,025)***

General Fund Expense Allocation Annual Budget



Cash Position

Repo - 3417	3,746,782
FF - 3420	513,540
UTD - 3407	344,211
StateF - 1111	2,793
Checking 3406	9,427
SBA	59,734
Cstate 4747	218,315
Cstate 7287	40,133
Proj Fund 0191CK	94
Proj Fund 0190 REPO	805,247
	5,740,276

Summary

1 - Bank reconciliation current through:	**7/31/2012**
2- Financial statements reconciled through:	**7/31/2012**
3- Status of grants reporting:	**Current**
4- Journal entry postings through	**7/31/2012**
have been reviewed by management or designee.	

CITY OF NORTH BAY VILLAGE
BUDGET-IN-BRIEF thru JULY 31, 2012

UTILITY FUNDS

Revenues	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Water & Sewer Revenues	2,750,000	2,426,573	88%	2,911,888	161,888
Sanitation Revenue	1,500,000	1,242,606	83%	1,491,127	(8,873)
Service & Late Fees	109,000	67,909	62%	81,491	(27,509)
Other Revenue	2,526	2,044	81%	2,472	(54)
Total Revenues	**4,361,526**	**3,739,133**	**86%**	**4,486,978**	**125,452**

Expenditures	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Utilities Administration	1,316,405	762,392	58%	1,259,861	56,545
Water Department Expenditures	726,560	633,700	87%	737,772	(11,213)
Sewer Department Expenditures	923,104	991,798	107%	1,182,263	(259,159)
Sanitaton Expenditures	697,000	666,481	96%	800,053	(103,053)
Transfer to Water Imprvmnts	25,000	20,833	83%	25,000	-
Transfer to Sanitation Impv. Fund	63,000	52,500	83%	63,000	-
Transfer to Sewer Imprvmnts	151,029	125,858	83%	151,029	-
Total Expenditures	**3,902,098**	**3,253,562**	**83%**	**4,218,979**	**(316,881)**
NET DIFFERENCE REVENUE/EXPENSE					***(191,429)***

Stormwater Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	116,000	157,796	136%	178,587	62,587
Total Revenues	**116,000**	**157,796**	**136%**	**178,587**	**62,587**
Transfer to Sewer Imprvmnts	86,339	71,949	83%	86,339	-
Total Expenses	**94,300**	**29,119**	**31%**	**100,438**	**(6,138)**
NET DIFFERENCE REVENUE/EXPENSE					***68,724***

CAPITAL

Capital Project Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues (Grants)	1,082,459	4,381	0.4%	632,885	(449,574)
Appropiation of Fund Balance	1,439,735	200,606	14%	200,606	(1,239,129)
Transfer from Transportation Fund	290,274	169,327	58%	290,274	-
Total Revenues	**2,812,468**	**374,314**	**13%**	**1,123,765**	**(1,688,703)**
Total Expenses	**2,631,324**	**853,145**	**32%**	**1,082,965**	**1,548,359**

Water Improvements	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	-	-	-		
Transfer from Utility Fund	25,000	20,833	83%	25,000	-
Total Revenues	**25,000**	**20,833**	**83%**	**25,000**	**-**
Total Expenses	**25,000**	**12,034**	**48%**	**14,441**	**10,559**

Sewer Improvements	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues (Loan/Debt Proceeds)	339,174	381,656	113%	383,896	44,722
Transfer from Utility Fund	151,029	125,858	83%	151,029	-
Transfer from Stormwater Fund	86,339	71,949	83%	86,339	-
Total Revenues	**576,542**	**579,463**	**101%**	**621,264**	**44,722**
Total Expenses	**576,542**	**450,745**	**78%**	**602,487**	**(25,945)**

Sanitation Improvements	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	-	-	-	-	-
Transfer from Utility Fund	63,000	52,500	83%	63,000	-
Total Revenues	**63,000**	**52,500**	**83%**	**63,000**	**-**
Total Expenses	**63,000**	**-**	**0%**	**63,000**	**-**

CITY OF NORTH BAY VILLAGE
BUDGET-IN-BRIEF thru JULY 31, 2012

STREET MAINTENANCE FUND - LOCAL OPTION GAS TAX

Street Maintenance Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	109,072	84,818	78%	113,097	4,025
Transfer from General Fund	218,318	181,932	83%	218,318	-
Total Revenues	**327,390**	**266,750**	**81%**	**331,415**	**4,025**
Total Expenses	**327,390**	**398,773**	**122%**	**464,990**	**(137,600)**

TRANSPORTATION FUND - CITT

Transportation Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	200,000	143,623	72%	215,435	15,435
Transfer from General Fund	55,248	46,040	83%	55,248	-
Appropiation of Fund Balance	181,144	150,953	83%	181,144	-
Total Revenues	**436,392**	**340,616**	**78%**	**451,827**	**15,435**
Transfer to Capital Improvements	290,274	241,895	83%	290,274	-
Total Expenses	**124,260**	**92,155**	**74%**	**123,732**	**528**

BUILDING FUND

Building Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues - Permits	139,087	170,691	123%	201,759	62,672
Other Revenues	24,000	40,460	169%	48,552	24,552
Total Revenues	**163,087**	**211,151**	**129%**	**250,311**	**87,224**
Total Expenses	**163,087**	**131,201**	**80%**	**168,531**	**(5,444)**

DEBT SERVICE FUND

Debt Service Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	756,803	780,506	103%	756,803	-
Total Revenues & Carryover	**756,803**	**780,506**	**103%**	**756,803**	**-**
Total Expenses	**756,803**	**1,019,201**	**135%**	**756,803**	**-**

AFTER SCHOOL & SUMMER CAMP

After School & Summer Fund	Budget	July Year-to-Date	July Year To Date %	Projected Year End 9/30/12	Surplus/ (Deficit)
Revenues	134,720	93,414	69%	134,720	-
Transfer from General Fund	27,445	22,871	83%	27,445	-
Total Revenues	**162,165**	**116,284**	**72%**	**162,165**	**-**
Total Expenses	**162,165**	**109,560**	**68%**	**162,165**	**-**

Prepared by Finance Department: August 22, 2012

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: **August 30, 2012**

TO: **Mayor Connie Leon Kreps**
Vice-Mayor Eddie Lim
Commissioner Dr. Richard Chervony
Commissioner Stuart Blumberg

FROM: **Dennis W. Kelly**
City Manager

SUBJECT: **Health Insurance Services**

RECOMMENDATION:

It is recommended that the City enter into an agreement with Neighborhood/United Healthcare to provide health services to City employees, and with Blue Cross Blue Shield of Florida for providing dental coverage. The policies are due for renewal on November 1, 2012 but we have decided to renew October 1, 2012 to coincide with our fiscal year.

BACKGROUND:

Our Agent of Record, Charles Citrin of Citrin Financial, Inc., solicited bids from various companies. We received quotes from Humana and Coventry and were faced with two scenarios: a more cost effective lesser quality plan or a richer more expensive plan. We also had one company, AVMED that declined to quote us. The good news is that our current health insurance providers, NHP/UHC have provided us with a minimal 3% increase in our current plan premiums and our dental and vision insurance premiums held steady with no increase. Our current plans provide us with a decent quality at a decent price.

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Ultimately, after comparing all of these plan options, we determined that since the increase from our current providers is minimal, it is in the City's best interest to retain the current health and dental and vision plans: NHP POS-DVD, NHP-POS-DVG, UHC- PLE and the BCBS Dental plan.

The City will continue to provide 100% of the individual coverage and 60% of family coverage.

FINANCIAL IMPACT:

The retention of our existing level of health insurance coverage will result in a minimal 3% ($20,748.00) over our current health insurance premiums. A portion of this increase is paid by the employee in the form of bi-weekly deductions. The City had budgeted for a 9% premium increase in the proposed FY 12-13 budget. Based on the fact that our premiums only went up 3% and not the expected 9%, we are under the forecasted budget amount for this item and the budget has been revised to reflect his change. There will be no increase in vision or dental insurance premiums.

PERSONNEL IMPACT:

Since premiums went up a bit, there will be a 3% increase in employee bi-weekly deductions for FY 12-13.

CONTACT:

Dennis Kelly, City Manager
Jenice Rosado, Human Resources Manager

9A(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: August 31, 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 RENEWAL PRICING FOR THE CITY'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH AND VISION INSURANCE AND WITH BLUE CROSS BLUE SHIELD OF FLORIDA FOR DENTAL INSURANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE CITY OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

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

9A(3)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR THE CITY'S GROUP INSURANCE PROGRAM WITH NEIGHBORHOOD/UNITED HEALTH CARE FOR HEALTH AND VISION INSURANCE AND WITH BLUE CROSS BLUE SHIELD OF FLORIDA FOR DENTAL INSURANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AUTHORIZING THE CITY OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF ANY AGREEMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, the City of North Bay Village has employees rendering valuable services; and

WHEREAS, the City desires to obtain Group Health and Dental Insurance programs which offer good benefits at an affordable cost to the City and its employees; and

WHEREAS, the City has properly solicited, through its Insurance Broker/Consultant, Citrin Financial Group, requests for proposals for the health and dental coverage included in the Group Insurance Program for City employees; and

WHEREAS, the City's Group Insurance Broker/Consultant received proposals from Humana, Coventry, and our current carrier. The Broker and Staff recommend renewal of the pricing terms for Neighborhood/United Health Care to retain the current dual option plans, NHP POS-DVD, NHP-POS-DVG, and UHC PLE option, and renewal of the pricing terms with Blue Cross Blue Shield of Florida for Dental Insurance.

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.

9A(4)

Section 2. Approval of Renewed Pricing Terms. The pricing terms for Neighborhood/United Health Care to retain the dual option plans NHP POS-DVD, NHP-POS-DVG, and UHC PLE option, and renewal of the pricing terms with Blue Cross Blue Shield of Florida for Dental Insurance between the City of North Bay Village (the "City") and Neighborhood/United HealthCare for health and vision insurance, are hereby approved for renewal for the Fiscal Year 2012-2013 as shown on the Analysis attached as Exhibit "1".

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

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

Section 5. Authorization of Fund Expenditure. The City Manager is authorized to expend budgeted funds as necessary to implement the terms of this Agreement.

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

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 _____

9A(5)

PASSED AND ADOPTED this _____ day of September, 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: Health, Vision, and Dental Insurance October 1, 2012-October 30, 2013.

9A(6)

CITY OF NORTH BAY VILLAGE
NEW 2012-2013 - 3% INCREASE
HEALTH DENTAL INSURANCE RATE

PLE-P	Total P	Dependents	Annual Dep	City's Annual Dep 60%	Emp Annual Cont 40%	Employee BWK 40% CONTR.	Selection Check Mark
EE	634.29	-		-	-	-	
EE+SP	1,312.96	678.67	8,144.04	4,886.42	3,257.62	**125.29**	
EE+CH	1,192.45	558.16	6,697.92	4,018.75	2,679.17	**103.04**	
EE+FAM	2,013.87	1,379.58	16,554.96	9,932.98	6,621.98	**254.69**	

DVD	Total P	Dependents	Annual Dep	City's Annual Dep 60%	Emp Annual Cont	Employee BWK 40% CONTR.	Selection Check Mark
EE	652.54	-		-	-	-	
EE+SP	1,350.75	698.21	8,378.52	5,027.11	3,351.41	**128.90**	
EE+CH	1,226.78	574.24	6,890.88	4,134.53	2,756.35	**106.01**	
EE+FAM	2,071.84	1,419.30	17,031.60	10,218.96	6,812.64	**262.02**	

DVG	Total P	Dependents	Annual Dep	City's Annual Dep 60%	Emp Annual Cont	Employee BWK 40% CONTR.	Selection Check Mark
EE	587.72	-		-	-	-	
EE+SP	1,216.57	628.85	7,546.20	4,527.72	3,018.48	**116.10**	
EE+CH	1,104.91	517.19	6,206.28	3,723.77	2,482.51	**95.48**	
EE+FAM	1,866.02	1,278.30	15,339.60	9,203.76	6,135.84	**235.99**	

DENTAL

FL COMBINED LIFE	Total P	Dependents	Annual Dep	City's Annual Dep 60%	Emp Annual Cont	Employee BWK 40% CONTR.	Selection Check Mark
EE	30.27	-		-	-	-	
EE+SP	59.70	29.43	353.16	211.90	141.26	**5.43**	
EE+CH	89.59	59.32	711.84	427.10	284.74	**10.95**	
EE+FAM	112.14	81.87	982.44	589.46	392.98	**15.11**	

Prepare by: Aminta Clinton

8/21/2012

9A(7)

Exhibit 1 (1)

City of North Bay Village

Medical Market Analysis

October 1, 2012

	NHP POS	NHP POS	UHC Choice Plus
	DVG-P	DVD-P	PLE-P
Office Visit – Primary	$25	$15	$25
Office Visit – Specialty	$45	$25	$50
Preventive Care	Covered 100%	Covered 100%	Covered 100%
Hospital Admission	Ded then covered 100%	$250 per Day, 5 Day Max	Ded then covered 100%
Outpatient Surgery	Ded then covered 100%	$250 Copay	Ded then covered 100%
Major Diagnostic	$100 Copay after Ded	$50 Copay	$200 Copay
ER Services	Ded/Coins	$100 Copay	$200 Copay
Urgent Care	$50 Copay	$50 Copay	$75 Copay
Prescription Drugs			
Generic	$20	$10	$10
Brand	$40	$35	$35
Non - Formulary	$60	$50	$60
Injectibles	20%	20%	20%

	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	Out of Ntwk
Deductible	$500	$1,000	$0	$500	$1,000	$2,000
Family Deductible	$1,000	$2,000	$0	$1,000	$3,000	$6,000
Coinsurance	100%	70%	100%	50%	100%	80%
Out of Pocket Max	$3,000 Per Member	$3,000	$1,500	$3,000	$1,000	$5,000
Family OOP Max	$3,000 Per Member	$6,000	$3,000	$6,000	$3,000	$10,000

Average Rates:	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal
EMPLOYEE	3	$570.60	$621.95	$587.72	18	$633.53	$690.55	$652.54	2	$615.82	$671.24	$634.29
EMP + Spouse	0	$1,181.13	$1,287.42	$1,216.57	3	$1,311.40	$1,429.43	$1,350.75	1	$1,274.73	$1,389.45	$1,312.96
EMP + Child(ren)	2	$1,072.72	$1,169.26	$1,104.91	8	$1,191.04	$1,298.24	$1,226.78	1	$1,157.73	$1,261.92	$1,192.45
FAMILY	4	$1,811.66	$1,974.70	$1,866.02	7	$2,011.48	$2,192.52	$2,071.78	2	$1,955.23	$2,131.19	$2,013.87
Total Monthly	9	$11,103.88	$12,103.17	$11,437.06	36	$38,946.42	$42,451.75	$40,114.67	6	$7,574.56	$8,256.23	$7,801.73
			vs. Current	vs. Current			vs. Current	vs. Current			vs. Current	vs. Current
Percentage	%		*9.00%*	*3.00%*	%		*9.00%*	*3.00%*	%		*9.00%*	*3.00%*

Presented by:
Charles Citrin
Citrin Financial

9A(8)

City of North Bay Village

Medical Market Analysis
October 1, 2012

	NHP POS DVG-P	NHP POS DVD-P	UHC Choice Plus PLE-P	Humana HMO FL HMO 11 OA Copay	Humana POS FL NPOS 11 Copay	Humana POS FL NPOS 11 Copay
Office Visit – Primary	$25	$15	$25	$30	$30	$30
Office Visit – Specialty	$45	$25	$50	$55	$55	$55
Preventive Care	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Hospital Admission	Ded then covered 100%	$250 per Day, 5 Day Max	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%
Outpatient Surgery	Ded then covered 100%	$250 Copay	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%
Major Diagnostic	$100 Copay after Ded	$50 Copay	$200 Copay	$300 Copay	$300 Copay	$300 Copay
ER Services	Ded/Coins	$100 Copay	$200 Copay	$250 Copay	$250 Copay	$250 Copay
Urgent Care	$50 Copay	$50 Copay	$75 Copay	$55 Copay	$55 Copay	$55 Copay
Prescription Drugs						
Generic	$20	$10	$10	$10	$10	$10
Brand	$40	$35	$35	$40	$40	$40
Non - Formulary	$60	$50	$60	$70	$70	$70
Injectibles	20%	20%	20%	25%	25%	25%

	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	In Network	Out of Ntwk	In Network	Out of Ntwk
Deductible	$500	$1,000	$0	$500	$1,000	$2,000	$500	$500	$1,500	$1,000	$3,000
Family Deductible	$1,000	$2,000	$0	$1,000	$3,000	$6,000	$1,000	$1,000	$3,000	$2,000	$6,000
Coinsurance	100%	70%	100%	50%	100%	80%	100%	100%	70%	100%	70%
Out of Pocket Max	$3,000 Per Member	$3,000	$1,500	$3,000	$1,000	$5,000	N/A	N/A	$9,000	N/A	$9,000
Family OOP Max	$3,000 Per Member	$6,000	$3,000	$6,000	$3,000	$10,000	N/A	N/A	$18,000	N/A	$18,000

Average Rates:	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal							
EMPLOYEE	3	$570.60	$621.95	$587.72	16	$633.53	$690.55	$652.54	2	$615.82	$671.24	$634.29	$576.27		$811.77		$722.50		
EMP + Spouse	0	$1,181.13	$1,287.42	$1,216.57	3	$1,311.40	$1,429.43	$1,350.75	1	$1,274.73	$1,389.45	$1,312.96	$1,152.53		$1,623.53		$1,445.01		
EMP + Child(ren)	2	$1,072.72	$1,169.26	$1,104.91	8	$1,191.04	$1,298.24	$1,226.78	1	$1,157.73	$1,261.92	$1,192.45	$1,094.90		$1,542.35		$1,372.76		
FAMILY	4	$1,811.66	$1,974.70	$1,866.02	7	$2,011.48	$2,192.52	$2,071.78	2	$1,955.23	$2,131.19	$2,013.87	$1,844.05		$2,597.65		$2,312.01		
Total Monthly	9	$11,103.88	$12,103.17	$11,437.06	34	$38,946.42	$42,451.75	$40,114.67	6	$7,574.56	$8,256.23	$7,801.73	$11,294.81		$50,004.80		$8,886.79		
			vs. Current	vs. Current			vs. Current	vs. Current			vs. Current	vs. Current	vs Current	vs Renewal	vs Current	vs Renewal	vs Current	vs Renewal	
Percentage	%		9.00%	3.00%	%		9.00%	3.00%	%		9.00%	3.00%	1.72%	-1.24%	% 28.39%	24.65%	% 17.32%	13.91%	

Presented by:
Charles Citrin
Citrin Financial

*This overview is provided as a summary only. It does not include all benefits and limitations in the plan. These are preliminary rates. Final rates are subject to final enrollment and underwriting. Minimum employer contribution of 50% of the single rate & minimum participation of 75% without valid waivers.

City of North Bay Village

Medical Market Analysis
October 1, 2012

	NHP POS	NHP POS	UHC Choice Plus	Coventry POS	Coventry HMO	Coventry POS
	DVG-P	DVD-P	PLE-P	Premier Choice 80-1000	FDCOA1520 Opt 7	Premier Choice 100-500
Office Visit – Primary	$25	$15	$25	$25	$15	$25
Office Visit – Specialty	$45	$25	$50	$50	$30	$50
Preventive Care	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Hospital Admission	Ded then covered 100%	$250 per Day, 5 Day Max	Ded then covered 100%	Ded/Coins	Ded/Coins	Ded then covered 100%
Outpatient Surgery	Ded then covered 100%	$250 Copay	Ded then covered 100%	Hosp. - Ded/Coins Amb. Surg. Ctr - $250 Copay	Hosp - Ded/Coins Amb. Surg. Ctr - $100 Copay	Hosp. - Ded then covered 100% Amb. Surg. Ctr - $250 Copay
Major Diagnostic	$100 Copay after Ded	$50 Copay	$200 Copay	Hosp. - Ded/Coins Freestndg Fac. - $50 Copay	Hosp - Ded/Coins Facility - $30 Copay	Hosp. - Ded then covered 100% Freestndg Fac. - $50 Copay
ER Services	Ded/Coins	$100 Copay	$200 Copay	$250 Copay	$100 Copay	$250 Copay
Urgent Care	$50 Copay	$50 Copay	$75 Copay	$50 Copay	$30 Copay	$50 Copay
Prescription Drugs						
Generic	$20	$10	$10	$10	$10	$20
Brand	$40	$35	$35	$30	$35	$45
Non - Formulary	$60	$50	$60	$55	$50	$70
Injectibles	20%	20%	20%	25%	20%	20%

	NHP POS In Network	NHP POS Out of Ntwk	NHP POS In Network	NHP POS Out of Ntwk	UHC Choice Plus In Network	UHC Choice Plus Out of Ntwk	Coventry POS In Network	Coventry POS Out of Ntwk	Coventry HMO In Network	Coventry POS In Network	Coventry POS Out of Ntwk
Deductible	$500	$1,000	$0	$500	$1,000	$2,000	$1,000	$2,000	$500 Hosp Only	$500	$1,000
Family Deductible	$1,000	$2,000	$0	$1,000	$3,000	$6,000	$2,000	$4,000		$1,000	$2,000
Coinsurance	100%	70%	100%	50%	100%	80%	80%	60%	80%	100%	60%
Out of Pocket Max	$3,000 Per Member	$3,000	$1,500	$3,000	$1,000	$5,000	$3,000	$6,000	$1,500	$1,500	$5,000
Family OOP Max	$3,000 Per Member	$6,000	$3,000	$6,000	$3,000	$10,000	$6,000	$12,000	$3,000	$3,000	$10,000

Average Rates:	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	Coventry POS	Coventry HMO	Coventry POS
EMPLOYEE	3	$570.60	$621.95	$587.72	18	$633.53	$690.55	$652.54	2	$615.82	$671.24	$634.29	$592.11	$634.75	$667.31
EMP + Spouse	0	$1,181.13	$1,287.42	$1,216.57	3	$1,311.40	$1,429.43	$1,350.75	1	$1,274.73	$1,389.45	$1,312.96	$1,225.65	$1,313.93	$1,380.82
EMP + Child(ren)	2	$1,072.72	$1,169.26	$1,104.91	6	$1,191.04	$1,298.24	$1,226.78	1	$1,157.73	$1,261.92	$1,192.45	$1,113.15	$1,193.33	$1,254.09
FAMILY	4	$1,811.66	$1,974.70	$1,866.02	7	$2,011.48	$2,192.52	$2,071.78	2	$1,955.23	$2,131.19	$2,013.87	$1,879.95	$2,015.36	$2,117.96
Total Monthly	9	$11,103.88	$12,103.17	$11,437.06	36	$38,946.42	$42,451.75	$40,114.67	6	$7,574.56	$8,256.23	$7,801.73	$11,522.43	$39,021.45	$8,205.45
			vs. Current	vs. Current			vs. Current	vs. Current			vs. Current	vs. Current	vs Current / vs Renewal	vs Current / vs Renewal	vs Current / vs Renewal
Percentage	%		9.00%	3.00%	%		9.00%	3.00%	%		9.00%	3.00%	3.77% / 0.75%	% 0.19% / -2.73%	% 8.33% / 5.17%

Presented by:
Charles Citrin
Citrin Financial

*This overview is provided as a summary only. It does not include all benefits and limitations in the plan. These are preliminary rates. Final rates are subject to final enrollment and underwriting. Minimum employer contribution of 50% of the single rate & minimum participation of 75% without valid waivers.

City of North Bay Village

Medical Market Analysis
October 1, 2012

	NHP POS	NHP POS	UHC Choice Plus	Humana HMO	Humana POS	Humana POS
	DVG-P	DVD-P	PLE-P	FL HMO 11 OA Copay	FL NPOS 11 Copay	FL NPOS 11 Copay
Office Visit – Primary	$25	$15	$25	$30	$30	$30
Office Visit – Specialty	$45	$25	$50	$55	$55	$55
Preventive Care	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Hospital Admission	Ded then covered 100%	$250 per Day, 5 Day Max	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%
Outpatient Surgery	Ded then covered 100%	$250 Copay	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%	Ded then covered 100%
Major Diagnostic	$100 Copay after Ded	$50 Copay	$200 Copay	$300 Copay	$300 Copay	$300 Copay
ER Services	Ded/Coins	$100 Copay	$200 Copay	$250 Copay	$250 Copay	$250 Copay
Urgent Care	$50 Copay	$50 Copay	$75 Copay	$55 Copay	$55 Copay	$55 Copay
Prescription Drugs						
Generic	$20	$10	$10	$10	$10	$10
Brand	$40	$35	$35	$40	$40	$40
Non - Formulary	$60	$50	$60	$70	$70	$70
Injectibles	20%	20%	20%	25%	25%	25%

	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	In Network	Out of Ntwk	In Network	Out of Ntwk
Deductible	$500	$1,000	$0	$500	$1,000	$2,000	$500	$500	$1,500	$1,000	$3,000
Family Deductible	$1,000	$2,000	$0	$1,000	$3,000	$6,000	$1,000	$1,000	$3,000	$2,000	$6,000
Coinsurance	100%	70%	100%	50%	100%	80%	100%	100%	70%	100%	70%
Out of Pocket Max	$3,000 Per Member	$3,000	$1,500	$3,000	$1,000	$5,000	N/A	N/A	$9,000	N/A	$9,000
Family OOP Max	$3,000 Per Member	$6,000	$3,000	$6,000	$3,000	$10,000	N/A	N/A	$18,000	N/A	$18,000

Average Rates:	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal									
EMPLOYEE	3	$570.60	$621.95	$587.72	18	$633.53	$690.55	$652.54	2	$615.82	$671.24	$634.29	$576.27		$811.77		$722.50				
EMP + Spouse	0	$1,181.13	$1,287.42	$1,216.57	3	$1,311.40	$1,429.43	$1,350.75	1	$1,274.73	$1,389.45	$1,312.96	$1,152.53		$1,623.53		$1,445.01				
EMP + Child(ren)	2	$1,072.72	$1,169.26	$1,104.91	6	$1,191.04	$1,298.24	$1,226.78	1	$1,157.73	$1,261.92	$1,192.45	$1,094.90		$1,542.35		$1,372.76				
FAMILY	4	$1,811.66	$1,974.70	$1,866.02	7	$2,011.48	$2,192.52	$2,071.78	2	$1,955.23	$2,131.19	$2,013.87	$1,844.05		$2,597.65		$2,312.01				
Total Monthly	9	$11,103.88	$12,103.17	$11,437.06	38	$38,946.42	$42,451.75	$40,114.67	6	$7,574.56	$8,256.23	$7,801.73	$11,294.81		$50,004.80		$8,886.79				
			vs. Current	vs. Current			vs. Current	vs. Current			vs. Current	vs. Current	vs Current	vs Renewal		vs Current	vs Renewal		vs Current	vs Renewal	
Percentage	%		9.00%	3.00%	%		9.00%	3.00%	%		9.00%	3.00%	1.72%	-1.24%	%	28.39%	24.65%	%	17.32%	13.91%	

Presented by:
Charles Citrin
Citrin Financial

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City of North Bay Village

Medical Market Analysis
October 1, 2012

	NHP POS DVG-P	NHP POS DVD-P	UHC Choice Plus PLE-P	Cigna POS Open Access Plus Low Option	Cigna POS Open Access Plus High Option
Office Visit – Primary	$25	$15	$25	$25	$15
Office Visit – Specialty	$45	$25	$50	$45	$25
Preventive Care	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Hospital Admission	Ded then covered 100%	$250 per Day, 5 Day Max	Ded then covered 100%	Ded then covered 100%	$250 per day
Outpatient Surgery	Ded then covered 100%	$250 Copay	Ded then covered 100%	Ded then covered 100%	Covered 100%
Major Diagnostic	$100 Copay after Ded	$50 Copay	$200 Copay	$250 Copay	$250 Copay
ER Services	Ded/Coins	$100 Copay	$200 Copay	Ded then covered 100%	$100 Copay
Urgent Care	$50 Copay	$50 Copay	$75 Copay	$50 Copay	$50 Copay
Prescription Drugs					
Generic	$20	$10	$10	$15	$15
Brand	$40	$35	$35	$45	$40
Non - Formulary	$60	$50	$60	$70	$70
Injectibles	20%	20%	20%	N/A	N/A

	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	Out of Ntwk	In Network	Out of Ntwk
Deductible	$500	$1,000	$0	$500	$1,000	$2,000	$500	$1,000	$0	$500
Family Deductible	$1,000	$2,000	$0	$1,000	$3,000	$6,000	$1,500	$3,000	$0	$1,500
Coinsurance	100%	70%	100%	50%	100%	80%	100%	70%	100%	50%
Out of Pocket Max	$3,000 Per Member	$3,000	$1,500	$3,000	$1,000	$5,000	$3,000	$3,000	$1,500	$3,000
Family OOP Max	$3,000 Per Member	$6,000	$3,000	$6,000	$3,000	$10,000	$9,000	$9,000	$4,500	$9,000

Average Rates:	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	#	Current	Renewal	Rev. Renewal	Level Funded Proposal	Level Funded Proposal
EMPLOYEE	3	$570.60	$621.95	$587.72	16	$633.53	$690.55	$652.54	2	$615.82	$671.24	$634.29	$493.51	$534.35
EMP + Spouse	0	$1,181.13	$1,287.42	$1,216.57	3	$1,311.40	$1,429.43	$1,350.75	1	$1,274.73	$1,389.45	$1,312.96	$1,021.56	$1,106.09
EMP + Child(ren)	2	$1,072.72	$1,169.26	$1,104.91	5	$1,191.04	$1,298.24	$1,226.78	1	$1,157.73	$1,261.92	$1,192.45	$927.80	$1,004.57
FAMILY	4	$1,811.66	$1,974.70	$1,866.02	7	$2,011.48	$2,192.52	$2,071.78	2	$1,955.23	$2,131.19	$2,013.87	$1,566.90	$1,696.54
Total Monthly	9	$11,103.88	$12,103.17	$11,437.06	34	$38,946.42	$42,451.75	$40,114.67	6	$7,574.56	$8,256.23	$7,801.73		
			vs. Current	vs. Current			vs. Current	vs. Current			vs. Current	vs. Current		
Percentage	%		9.00%	3.00%	%		9.00%	3.00%	%		9.00%	3.00%		

Presented by:
Charles Citrin
Citrin Financial

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(21) 46

94(13)

Exhibit 1 (2 of 2)

City of North Bay Village- Health Election / Payroll Deduction Form

Employee Name: _____ **Today's Date:** ___/___/___

HEALTH

Benefits	Option 1: NHP DVD (no referral needed)	Option 2: NHP DVG (no referral needed)	Option 3: UHC PLE (no referral needed)
Office Copay (PCP/SPC)	$15 / $25 per visit	$25 / $45 per visit	$25 / $50 per visit
Other Copays (IP/ER/UC)	$250/day x 5 day max /$100 /$50	Pay deductible/ Pay deductible /$50	Pay deductible/$200/$75
Deductible (in network/out net)	$0 / $500 (individual coverage) $0 / $1,000 (family coverage)	$500/$1,000 (individual coverage) $1,000 / $2,000 (family coverage)	$1,000/$2,000 (individual coverage) $3,000 / $6,000 (family coverage)
Coinsurance	100%	100%	100%
Pharmacy (gen / brand / non form / inject)	$10/$35/$50 /20%	$20/$40/$60/20%	$10/$35/$60/20%
BI-WEEKLY DEDUCTIONS (PLEASE PLACE A CHECK MARK IN THE BOX OF THE PLAN YOU WILL LIKE TO CHOOSE)	EMPLOYEE ONLY (NO DEDUCTION) ☐ EMPLOYEE & SPOUSE ($128.90 bw) ☐ EMPLOYEE & CHILD ($106.01 bw) ☐ EMPLOYEE & FAMILY ($262.02 bw) ☐	EMPLOYEE ONLY (NO DEDUCTION) ☐ EMPLOYEE & SPOUSE ($116.10 bw) ☐ EMPLOYEE & CHILD ($95.48 bw) ☐ EMPLOYEE & FAMILY ($235.99 bw) ☐	EMPLOYEE ONLY (NO DEDUCTION) ☐ EMPLOYEE & SPOUSE ($125.29 bw) ☐ EMPLOYEE & CHILD ($103.04 bw) ☐ EMPLOYEE & FAMILY ($254.28 bw) ☐

DENTAL (BCBS)

BI-WEEKLY DEDUCTIONS (PLEASE PLACE A CHECK MARK IN THE BOX OF THE PLAN YOU WILL LIKE TO CHOOSE)	EMPLOYEE ONLY (NO DEDUCTION) ☐ EMPLOYEE & SPOUSE ($5.43 bw) ☐ EMPLOYEE & CHILD ($10.95 bw) ☐ EMPLOYEE & FAMILY ($15.11 bw) ☐

VISION (NHP)

EMPLOYEE ONLY ($3.90 bw) ☐
EMPLOYEE & SPOUSE ($ 7.74 bw) ☐
EMPLOYEE & CHILD ($8.14 bw) ☐
EMPLOYEE & FAMILY ($11.32 bw) ☐

I hereby authorize the above deductions until further notice. I understand that I will not be able to change my selection until open enrollment held in October of next year

Employee Signature: _____ **Date:** ___/___/___

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

EMPLOYEE SIGNATURE: _____ **DATE:** _____

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

DATE: September 11, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: Dennis Kelly
City Manager

SUBJECT: Lease of Toshiba Copier - E456

RECOMMENDATION:

It is recommended that the City Commission approve the attached Resolution approving an agreement with Toshiba Business Solutions for leasing an E-456 Digital Copier Machine, under the piggyback purchase provisions pursuant to Section 36.25(J) of the City of North Bay Village Code of Ordinances.

BACKGROUND:

The lease agreement for the existing copier machine expired on August 28, 2012. A similar machine will be obtained with a reduction in price from $136 to $111.45 per month. The equipment is capable of handling the needs of the Building Department in an efficient manner.

9B(1)

BUDGETARY IMPACT:

Account No. 01-019-519-5400
Amount: $111.45 per month

PERSONNEL IMPACT:

None

CONTACT:

Dennis Kelly, City Manager
Bert Wrains, Finance Director
Yvonne P. Hamilton, City Clerk

DK:yph

9B(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: August 31, 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, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR THE BUILDING DEPARTMENT PURSUANT TO SECTION 36.25(J) OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.**

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

9B(3)

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

RESOLUTION NO. _____

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

WHEREAS, the City wishes to enter into a 36-month lease agreement with Toshiba Business Solutions at a monthly rate of $111.45, which includes annual maintenance; and

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

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

WHEREAS, the City intends to piggyback the purchase from the State of Florida Contract #600-000-11-1.

9B(4)

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

Section 3. Authorization of City Officials. The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary 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, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the City Attorney.

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

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

9B(5)

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

PASSED and ADOPTED this 10th day of July 2012.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:

_____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Toshiba Business Solutions: Copier Machine for Building Department

9B(6)

TOSHIBA
BUSINESS SOLUTIONS

SALES ORDER

S0-1.0.0

CUSTOMER NUMBER	ORDER DATE
4	8/29/2012

Sales Representative: Annie Cruz

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: City of North Bay Village	Customer Name: City of North Bay Village
Billing Address:	Shipping Address: 1666 NW 79 St
Address 2: 1666 NW 79 St	Address 2:
City: North Bay Village State: FL Zip: 33141	City: North Bay Village State: FL Zip: 33141
Phone #: (305) 756 7171 Ext. Fax #:	Phone #: 305 756 7171 Ext. Fax #:
Contact: eMail:	Contact: Yvonne Hamilton eMail:
Customer PO #: Business Type:	Delivery Date: Ship: Term:

MOVEMENT STATUS

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

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	456				
1	RADF	MR3022			
1	Finisher	MJ1101			
1	Bridge Kit	KN2520			
1	LCF	KD1026			

QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT

SPECIAL INSTRUCTIONS

36 month lease $111.45 /month

Sub Total	$ -
Installation	
Freight	
Taxable Total	$ -
Sales Tax %	
Tax Paid	$ -
Cash Paid	
Trade Allow.	
Total	$ -
UCC Fee	

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

TERMS AND CONDITIONS

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

9B(7)

GENERAL TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.

2. Title and Risk of Loss. Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. ~~Buyer appoints Seller as Buyer's attorney in fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.~~

3. Price, Taxes and Interest Charges. Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.

4. Terms/Cash Sales. Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms of conditions.

5. Extended Terms/Contracts. Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.

6. Delivery. Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.

7. Force Majeure. Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

8. Laws, Ordinance and Regulations. Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.

9. Changes in Design. Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.

10. Off Quality and Goods Made to Buyer's Specifications. Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.

11. Warranty. Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.

12. Returns. Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.

13. EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.

14. Technical Advice. Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.

15. LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OF REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.

16. Cancellation or Changes of Order. No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.

17. Set-Offs. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.

18. No Protection from Claim of Infringement. Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.

19. APPLICABLE LAW. THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE ~~OF CALIFORNIA~~ Florida. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ~~ORANGE~~ Miami-Dade COUNTY WITHIN ~~CALIFORNIA~~ Florida IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.

20. Service Delivery. Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.

21. Buyer Declination of Service Contract. If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.

22. Freight. Buyer assumes responsibility for freight charges on orders placed with Seller.

23. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

24. Amendment and Waiver. No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.

25. Parties Bound. All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.

26. Further Assurances. The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.

Customer Initials: _____

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TOSHIBA
BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

CUSTOMER NUMBER	DATE

Sales Representative: Annie Cruz

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name: City of North Bay Village		Bill to Number:	
Billing Address: 1666 NW 79 Street		Phone #: Ext.	Fax #:
Address 2:		Contact:	Customer PO #:
City: North Bay Village	State: FL Zip: 33141	email:	

INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Electronic Invoicing:	Invoice Location:

SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
456	Black Images		Clicks	$0.00	Monthly	.00520	Monthly

DECLINATION

☐ Customer is declining maintenance on the equipment listed above.

Printed Name:		Signature:
Title:	Date:	

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:		**Toshiba Business Solutions**	
Printed Name:		Printed Name:	
Signature:		Signature:	
Title:	Date:	Title:	Effective Date:

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TERMS AND CONDITIONS (CONTINUED)

Customer Initials

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. TERM. This Contract will remain in force for one (1) year from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter which is shown on the face of this Contract. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service.

Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms than in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and printscan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of $25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Clicks each billing period. If Customer uses more than the Minimum Number of Clicks in any billing period, Customer will pay an additional amount equal to the number of metered clicks exceeding the agreed Minimum Number of Clicks times the Excess Click Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered clicks result in less than the Minimum Number of Clicks in any billing period.

Customer will provide meter readings via an automated website when requested by TBS. TBS may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

The Minimum Payment, and Excess Click Charge are subject to increase each year during the Term of this Contract by an amount not to exceed fifteen percent (15%) of the Minimum Payment and Excess Click Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Clicks and Excess Clicks metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered clicks, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads or any of the following:

_____;

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXECPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

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TOSHIBA
BUSINESS SOLUTIONS

FMV LEASE AGREEMENT

TOSHIBA

ORIGINAL SERVICE

APPLICATION NUMBER	AGREEMENT NUMBER

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of North Bay Village — Fed. Tax ID #:

Contact Person: — Bill-To Phone: — Bill-To Fax:

Billing Address: 1666 NW 79 St — City, State-Zip: North Bay Village, Fl 33141

Equipment Location: (if different from above) — City, State-Zip:

TBS LOCATION

Contact Name: — Subsidiary Location:

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
456		
RADF		
Finisher		
Bridge Kit		
LCF		

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 36 of $111.45 (plus applicable taxes)

Security Deposit: $ - ☐ Received

Documentation Fee: $75.00 (included in First Invoice)

Lease Expiration: At the end of the Lease Term, you will have your choice of the following options, subject to the terms and conditions of the Lease (as set forth in Section 16 hereof) provided the Lease has not been terminated earlier or prior to expiration of the Lease Term and no default or event of default shall exist in the Lease or shall occur and be continuing:
1. Purchase the Equipment at Fair Market Value; 2. Renew the Lease (Section 16); 3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services — Signature: X — Title: — Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed the Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name: — Signature: X — Title: — Date:

PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor — Signature: X — Date:

Print Name of 2nd Guarantor — Signature: X — Date:

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.

2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or $22 (not to exceed the maximum allowed by law) as reasonable collection costs.

3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.

6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.

7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of you obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.

8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.

10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under the Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.

13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.

16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.

19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment. Lessee's

21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of ~~Lessor or its Assignee's~~ principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the ~~Lessor or its Assignee's~~ principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the ~~Lessor or its Assignee~~. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such courts so elected by ~~Lessor or its Assignee~~ in relation to such matters.

22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.

2012 Lessee Lessee's Lessee

9B(12)

FISCAL FUNDING ADDENDUM

LESSEE	
Full Legal Name	City of North Bay Village
DBA Name (If Any)	
Billing Address	1666 NW 79 St
Phone Number	
City	North Bay Village
County	Dade
State	Fl
Zip Code	33141
Lease Number	
Lease Date	

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.

(e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	
Signature X	(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
Print Name	
Title	Date
Name of Government Entity	City of North Bay Village

ACCEPTED BY LESSOR	
Signature X	
Print Name	
Title	Date
Name of Corporation or Partnership	

050EDDC098v1

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9B(13)

7

TOSHIBA

STATE OF FLORIDA CONTRACT #600-000-11-1
DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC
SEGMENT 4.1 - MONOCHROME
SPEED: 41 - 50 PAGES PER MINUTE

TOSHIBA e-STUDIO456

The high performance e-STUDIO456 multifunction system features copy and print speeds of 45 pages-per-minute, and incorporates a huge host of functions in a small footprint. Print, fax, copy, scan, store, send save, duplex, sort, stack, secure, file, browse and even sleep. If you need it, it's in there.

SPECIFICATIONS

- Copy/Print Resolution - 2400 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 45 PPM (Letter)
- First Copy Out Time - 3.7 Sec (Letter)
- Warm-Up Time - Approx. 20 Seconds
- Maximum Paper Capacity - 3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 150,000 Copies

PRICING

				Lease (Monthly)			
Part Number	Description	Retail	Purchase	24M	36M	48M	CPC
e-STUDIO456	45 PPM Digital Copier	$12,989	$2,366	$104.61	$71.12	$54.26	0.00520
MR3022	100-Sheet RADF (eS356/456 Only)	$1,876	$244	$10.81	$7.33	$5.60	N/A
KA1640PC	Platen Cover	$47	$25	$1.11	$0.75	$0.57	N/A
MJ1032	Finisher - Inner	$1,760	$500	$22.15	$15.03	$11.47	N/A
MJ1101	Console Finisher w/ Stapling (eS356/456 Only)	$2,284	$553	$26.93	$19.63	$14.98	N/A
MJ1033	Finisher - Saddle Stitch	$3,395	$1,015	$44.96	$30.51	$23.28	N/A
MJ1106N	Finisher - Saddle Stitch (eS356/456 Only)	$3,565	$1,019	$45.14	$30.63	$23.36	N/A
KN2520	Bridge Kit (Required with all finishers except MJ1032)	$278	$80	$3.54	$2.40	$1.84	N/A
MJ6006	Job Separator (eS356/456 Only)	$289	$117	$5.18	$3.52	$2.68	N/A
MJ6007	Hole Punch for MJ1032	$550	$255	$11.30	$7.67	$5.85	N/A
MJ6008	Hole Punch for MJ1033	$550	$240	$10.63	$7.21	$5.51	N/A
MJ6103	Hole Punch (for MJ1101 & MJ1106N)	$593	$255	$11.30	$7.67	$5.85	N/A
KD1025	550 Sheet Paper Feed Pedestal	$1,029	$292	$12.94	$8.78	$6.70	N/A
MY1033	550-Sheet Drawer	$576	$184	$7.27	$4.93	$3.76	N/A
KD1026	2000 Sheet Large Capacity Feeder	$1,286	$365	$16.17	$10.97	$8.37	N/A
KK4650	Work Tray	$55	$22	$0.97	$0.66	$0.50	N/A
KK2550	Accessible Arm	$74	$39	$1.73	$1.17	$0.89	N/A
GQ1180	Harness Kit for Coin Controller	$83	$43	$1.90	$1.29	$0.99	N/A
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	$1,216	$122	$5.40	$3.67	$2.80	N/A
PD-2	Power Doctor	$419	$239	$10.54	$7.15	$5.46	N/A
PM-15	Power Manager 15Amp	$272	$132	$5.85	$3.97	$3.03	N/A
STAND355/455	Stand	$215	$119	$5.23	$3.55	$2.71	N/A
GN1060	Wireless 802.11G (Requires GN3010)	$529	$329	$14.57	$9.89	$7.55	N/A
GN3010	Antenna	$147	$77	$3.41	$2.31	$1.77	N/A
GB1280T	Re-Rite Software	$2,530	$476	$21.09	$14.31	$10.92	N/A
RRSSC-1	Certificate, Support for Re-Rite (1 Year)	$890	$116	$5.23	$3.55	$2.71	N/A
11B528-00	BarCodeJet Level IV (incl. 36 Months Maintenance)	$726	$524	$23.21	$15.75	$12.02	N/A
GB1410	e-Bridge Job Separator Utility	$524	$215	$9.52	$6.46	$4.93	N/A
GB1420	e-Bridge Job build (Requires PS3 Driver)	$524	$215	$9.52	$6.46	$4.93	N/A
GB1540	OPC Connector - Google Docs	$140	$124	$5.49	$3.73	$2.84	N/A
GP1080	IPSEC Enabler	$799	$451	$19.98	$13.56	$10.35	N/A
GB1010	Meta Scan Enabler for e-CONNECT	$524	$225	$9.97	$6.76	$5.16	N/A
GB1450	OP Connector for Microsoft Exchange	$495	$150	$6.65	$4.51	$3.44	N/A
GB1440	OP Connector for Microsoft SharePoint	$495	$150	$6.65	$4.51	$3.44	N/A
ART11238	SmartCard Reader, HID IClass	$495	$424	$18.78	$12.75	$9.73	N/A
ART11230	SmartCard Reader, HID Prox	$495	$424	$18.78	$12.75	$9.73	N/A
ART12161	SmartCard Reader, Indltag	$495	$424	$18.78	$12.75	$9.73	N/A
ART11248	SmartCard Reader, LEGIC	$495	$424	$18.78	$12.75	$9.73	N/A
ART12443	SmartCard Reader, Multi ISO/Mifare	$495	$270	$11.96	$8.12	$6.19	N/A
ART11242	SmartCard Reader, Multi125	$495	$424	$18.78	$12.75	$9.73	N/A
GD1260NXF	Fax Board	$1,076	$446	$19.76	$13.41	$10.23	N/A
GD1260F	2nd Line Fax for GD1260NXF	$551	$270	$11.96	$8.12	$6.19	N/A
T4530	Black Toner (Warranty Period Only)	N/A	$72				N/A
STAPLE600	Staples = MJ1024/1025/1028/1029/1030 (1 box = 2,000 staples x 3)	N/A	$40				N/A
STAPLE2000	Staples for MJ1024/1025/1030/1031 per box (50-Sheet Stapling; 1 box = 5,000 st x 3)	N/A	$95				N/A

36 month $111.45/month

9B(14)

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: **September 11, 2102**

TO: **Mayor Connie Leon-Kreps**
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: **Dennis Kelly**
City Manager

SUBJECT: **RESOLUTION APPROVING THE DECLARATION OF LOCAL STATE OF EMERGENCY**

RECOMMENDATION:

It is recommended that the City Commission adopt the attached Resolution (Exhibit 1) approving the Declaration of Local State of Emergency for Tropical Storm Isaac that was issued on August 25, 2012 to August 27, 2012.

BACKGROUND:

With the expectation of storm force winds and flooding from Tropical Storm Isaac, the City Manager issued a Local Declaration of Emergency (Exhibit 2). The storm resulted in flooding and debris blocking streets with down trees and fallen traffic signs. Excess City resources, including public safety and public works were utilized.

Section 54.05 of the City of North Bay Village Code of Ordinances requires that the City Commission affirm the City Manager's Local Emergency Declaration no later than its next regular meeting.

ATTACHMENTS:

Exhibit 1: Proposed Resolution
Exhibit 2: Emergency Declaration

9c(1)

City of North Bay Village

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

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **September 11, 2102**

TO: **Mayor Connie Leon-Kreps**
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: **Dennis Kelly**
City Manager

SUBJECT: **RESOLUTION APPROVING THE DECLARATION OF LOCAL STATE OF EMERGENCY**

RECOMMENDATION:

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ATTACHMENTS:
Exhibit 1: Proposed Resolution
Exhibit 2: Emergency Declaration

9C(1)

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

TOSHIBA
BUSINESS SOLUTIONS

SP # _____
RMA # _____
Status _____

EQUIPMENT PICK UP

Applies to Toshiba Business Solutions leased equipment. All other equipment returns must be pre-approved by Toshiba Business Solutions Leasing Department to avoid a possible breach of contract.

CUSTOMER: City of North Bay Village

SALES REP: Annie Cruz

MODEL/S/N: 455 / 456 ?

LEASE ACCOUNT #: _____

Cash Deal:☐ **Lease Deal:**☐ **Quote Expiration Date:** _____

I understand the Upgrade Equipment is:

_____ **Leased by the customer** with _____ (Leasing Company)
TBS will return this equipment and satisfy the buyout on behalf of the customer, as per the 'Customer Agreement'. Customer is responsible for the equipment to be in good working condition. Customer is responsible for any remaining payments owed on their account with TBS, including the "final meter billing."

_____ **Owned by the customer.**
TBS will pick up and dispose of the equipment but will not assume any financial obligations associated with this equipment

_____ _____
Customer Signature/Title **Date**

Courtesy Return:☐ **Lease End Date:** _____

_____ **Competitive Equipment.**
Customer authorizes TBS to pick up and return customer's existing equipment. Customer agrees to accept stream of payments check from TBS to be used toward balance of payments due on equipment referenced above.

Customer is responsible for:

- Paying remaining balance on equipment referenced above
- The "good working condition" of equipment referenced above
- Providing TBS with a signed letter of intent to return equipment referenced above
- Providing TBS with (RMA) return instructions on equipment referenced above

Customer RMA contact information:

Name: _____ Fax #: _____

Phone #: _____ email: _____

TBS is responsible for:

- The packing and shipping of the above referenced equipment to the address on the (RMA) return instructions provided by the customer, by the due date stated on the (RMA) return instructions.

TBS does not assume any financial obligation associated with the equipment monthly payments, taxes, renewal payments, fees, etc...

_____ _____
Customer Signature/Title **Date**

9B(15) 9

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: September 5, 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 CITY MANAGER DECLARATION OF LOCAL STATE OF EMERGENCY FOR TROPICAL STORM ISAAC AUGUST 25, 2012 THROUGH AUGUST 27, 2012; PROVIDING FOR AN EFFECTIVE DATE.**

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

DK:yph

9C(2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CITY MANAGER DECLARATION OF LOCAL STATE OF EMERGENCY FOR TROPICAL STORM ISAAC AUGUST 25, 2012 THROUGH AUGUST 27, 2012; PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, on August 25, 2012, the City Manager, in his capacity as the Director of Emergency Management of the City of North Bay Village, with the expectation of tropical storm winds and flooding from Tropical Storm Isaac declared a State of Emergency due to the risk created to the lives and property of citizens of North Bay Village; and

WHEREAS, Section 54.05 of the City of North Bay Village Code of Ordinances requires that such Emergency Declaration be confirmed by the City Commission, as the governing body of the City.

WHEREAS, the storm resulted in debris blocking critical paths and flooding which necessitated the need for excess City resources including public safety and public works to address the immediate threats to life and safety.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Confirmation. The City Commission hereby approves the Declaration of Local State of Emergency issued by the City Manager from August 25, 2012 to August 27, 2012.

Section 3. Effective Date.

9C(3)

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Stuart Blumberg	_____
Commissioner Richard Chervony	_____

PASSED and ADOPTED this ____ day of September, 2012.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:

_____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Confirmation of Declaration of Local State of Emergency

9C(4)

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

City of North Bay Village Declaration of Local State of Emergency

WHEREAS, Florida Statutes, Chapter 252.38. (3) (a) gives authority to municipalities as well as other political subdivisions to declare and enact a State of Local Emergency for a period of up to seven (7) days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law, and;

WHEREAS, *Tropical Storm Isaac* may require extraordinary and immediate actions by the City of North Bay Village in order to protect the public health, safety, and welfare;

THEREFORE, as City Manager and as authorized by Section 54.05 of the City Code of Ordinances, I hereby declare a State of Local Emergency that will continue for sever (7) days or if cancelled before that period of time.

This Declaration of Local Emergency shall include all items outlined in Section 54.05 (b) through (d) of the City Code, and shall automatically invoke the emergency measures as listed in Florida Statutes 870.044.

Enacted:
Signed: _____

City Manager
Date: August 25, 2012 Time 12:00 PM (noon)

Witness _____

9C(5)

TROPICAL STORM ISAAC

Wednesday, 8/22/12

Miami Dade County Office of Emergency Management

- Monitoring Tropical Storm Isaac in the Atlantic
- Within the 5-Day Forecast Cone
- Expect Storm Force Winds by Weekend
- No Watches or Warnings Issued for Miami- Dade

Special Staff Meeting Called by City Manager In City Commission Chambers 10:30 a.m.

- All Department Head Personnel, Police Command Staff /Managers and all Public Works Personnel in Attendance
- Discuss Preparation & Staging as the Storm Progressed
- All Departments were assigned specific responsibilities
- All City Staffing Before, During and After the Storm – Notified and Assigned
- Utilize Police Hurricane Operations Manual (authored April 2012) which contains all pertinent information for Safe Evacuation of Citizens including Special Needs
- Police Department and Public Works took the Lead

POLICE DEPARTMENT

- ✓ Ensure Safety of Life and Property
- ✓ Public Safety Staffing Adjustments
- ✓ Fuel (Hess Station), Police and City Vehicle Storage and/or Assignments (1666 Kennedy Causeway)
- ✓ Set up Communications between the City and the Miami-Dade County OEM
- ✓ Ensure all Communications (Police Mobile and Emergency Radio and Cellular) are functioning properly
- ✓ Conduct city wide survey; ensure homes, businesses and construction sites are secured
- ✓ Food (North Miami Beach Generator Powered Restaurant will supply meals daily) & Water (ordered and stored), Shelter (Sleeping Quarters/Mattresses), Back-up Lanterns/Paper Products/Hygiene Essentials (all purchased in the beginning of the Hurricane Season)

PUBLIC WORKS

- ✓ Trash and Bulk Pick-up established with Suspension Date set following City-wide pick up Friday Morning, August 24
- ✓ Clearing of Storm Drains to ensure proper drainage
- ✓ On premises Generators should be Operational and Fueled (City Hall/Main Police Station and Communications Dispatch Center on Galleon Street) and obtain Surplus Fuel in the event of Power Outage
- ✓ Obtain **rented** generator to operate Lift Station
- ✓ Make Ready Portable Signage for Traffic Control (Stop Signs and Right Hand Turn Signs)
- ✓ Sweep Streets at regular intervals/removed tree limbs and other debris from roadways

FINANCE DEPARTMENT

- ✓ Issue Petty Cash Checks to the Police Department and Public Works ($2,500/each) for Emergency Cash, if needed
- ✓ Establish FEMA Procedures, if Governor calls a State of Emergency

9C(6)

TROPICAL STORM ISAAC

HUMAN RESOURCES DEPARTMENT

✓ Order Emergency Supply of Water for City Hall and Police Department

CITY ATTORNEY's OFFICE

✓ Draft Hold Harmless for Police Vehicle Storage

Thursday and Friday 8/23/12 & 8/24/12

Special Staff Meeting Called by City Manager In City Commission Chambers

- All Department Head Personnel, Police Command Staff /Managers and all Public Works Personnel in Attendance
- Confirm Discussions from Meeting on 8/22/12
- Current Storm Data was Disseminated to all each morning regarding Tropical Storm Isaac, as well as, Logistics for preparation and recovery, if at some point, our City is impacted by Flood Rains or Wind Damage

Sunday, 8/26/12

Police Department Situation Report

- All police personnel DAYS OFF CANCELLED and were working their regularly assigned shift. Each shift was supplemented by Support Services Personnel, in full uniform and assigned to Field Services
- At 3:00 p.m. one officer was assigned to the Emergency Operations Center located at the North Miami Beach Police Department (Detective Peter Guevara responded)
- Miami-Dade County remained under a Tropical Storm Warning and a Hurricane Watch and Tornado Warnings were announced at 9:00 a.m. and remained in effect until 5:00 p.m.
- Police Personnel remained vigilant and on high visibility patrol
- The Police Department assisted Public Works Department and made a final inspection of the City. (Photographs of the Causeway were taken in order to document any damages that may occur as a result of the storm)
- East and West Drawbridges remained in locked down position, as all bridges in Miami Dade County were
- Miami International Airport remained open; however, travelers were encouraged to contact their airline prior to arrival at the airport to ensure their flight hadn't been cancelled
- Miami-Dade County Transit: Bus Service, Metrorail, and Metromover continued service as long as weather allowed
- The following educational institutions were closed on Monday, August 27, 2012:
  - ✓ All Miami-Dade County Public Schools and Catholic Institutions
  - ✓ Florida International University (FIU)
  - ✓ Miami-Dade College
  - ✓ University of Miami (UM)
- The only local reported power outage was at 7611 Center Bay Drive; FPL was on scene
- A small water leak was observed in the kitchen in City Hall; Public Works was notified

9C(7)

TROPICAL STORM ISAAC

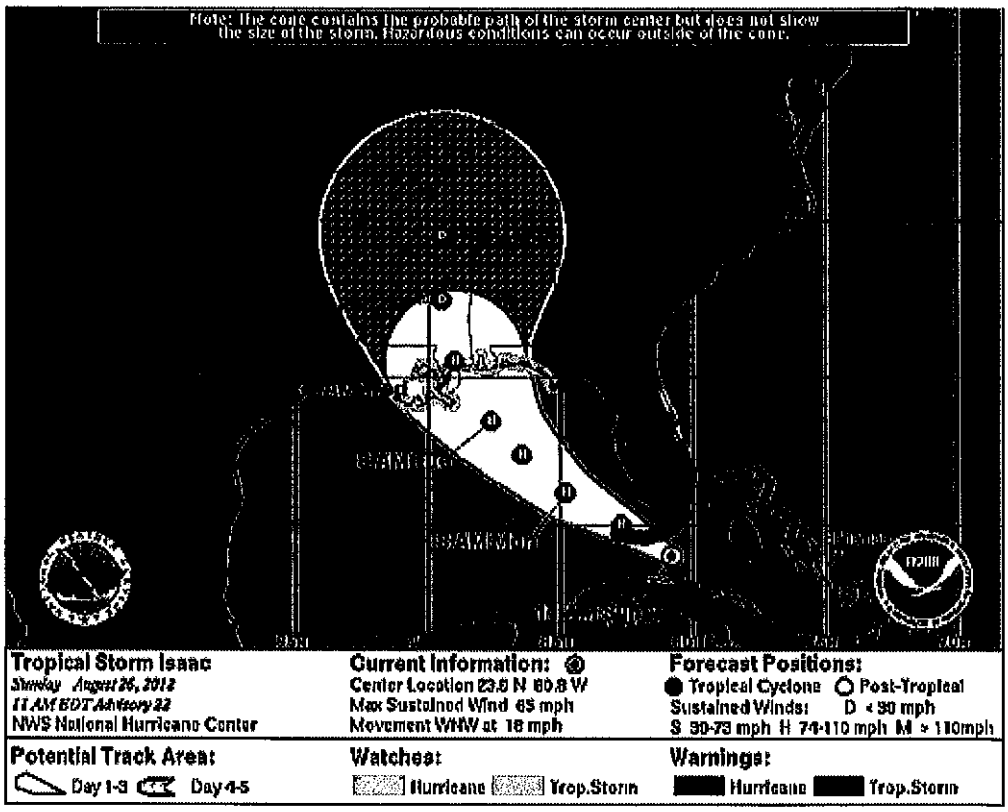
- The Police Department resumed normal operations at 7:00 p.m. on Monday, August 27, 2012

Declarations

- The Governor signed Executive Order Number 12-119 for Emergency Management Tropical Storm Isaac
- The Miami-Dade County Mayor declared a Local State of Emergency.
- The Hurricane Watch for Miami-Dade County will be dropped at 11:00 a.m., while all other Watches and Warnings remain the same

Safety Message

- Wind gusts tonight are expected to reach 40-50 miles per hour. High profile vehicles may be affected. Be aware of flying debris.
- Total rainfall amount ranging from 4 to 8 inches is a possibility; some areas my see up to 12 inches of rain
- Power outages likely as wind increases; be aware of downed power lines that may still be charged
- Residents are encouraged to stay indoors and off the roadways unless necessary.



9c(8)

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

Date: August 21, 2012

Re: Water, sewer, storm water and sanitation billing audit

Recommendation:

It is recommended that the Commission approve a contract with ISI/WCA for an audit of the City's water, sewer, storm water and sanitation billing system. ISI/WCA (WCA) will perform the audit work at no upfront expense to the City.

Background:

The City of North Bay Village has never had a comprehensive audit of the customer's usage vs. the City's billing to the customer. WCA works in most states in the US. They have been performing these types of audits for several years. The proposal that I am recommending the City Commission to approve is basically that WCA will perform the audit work to identify non-billed or under billed accounts. They will analyze the City's utility billing system customer data base. Their proprietary software analyses the billed data and reports accounts that may be under billed or have received no billing. They inspect the property and if they can confirm the under billing they notify the City to follow up by reviewing Water Company's findings.

WCA is the originator of the concept of private industry providing a contingency fee based program to municipal utilities to identify and recover unbilled and misbilled revenue. This contract requires WCA to provide its account analysis and targeted field investigation service on a pure contingent fee basis. North Bay Village is responsible for none of the costs associated with the operation of the project. WCA utilizes specialized, proprietary software to examine a utility's customer account database. The operations and practices for the metering of consumption, billings, rate application, collections, and revenue reporting functions are reviewed as well. The objective of this examination is to identify causes of and remedies for inaccuracies and deficiencies in the billing of utility services, both from future billings as well as retroactive billings

If there is equipment that needs to be replaced then the City is required to change the meter or other equipment to attempt to rectify the under billing problem. The accurate measurement of water and the precise billing for that service is the means by which the utility generates revenue to offset expense, determines equitable fees among users, and promotes conservation. It is important to remember that all of the water that is produced does not reach its intended destination, and some of the water that does arrive at its destination is never billed for or collected. The City is actively involved in efforts to minimize unbilled and misbilled service, however, despite our past diligence, it is anticipated that additional field investigation may result in uncovering potential problem accounts.

9D(1)

The WCA by the terms of the contract will receive 50% of any new or additional revenues the City receives for a term of 36 months, based on their analysis. They will receive the 50 % only after the City has billed the customer and the customer pays the City. The City retains the other 50 % of all new revenues. After 36 months the City's share increase from 50 % to 100 % .WCA is not entitled to any additional revenue sharing beyond the 50 % of new revenues when collected, for 36 months.

The attached literature explains WCA's approach and their past experience in Florida. I would expect similar results since the City has never had a comprehensive audit of our utility system. I have attached a client list of Florida Cities showing increased revenues ranging from $15,905 to over $9.8 million for Orange County Florida (Orlando area).

9D(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: September 5, 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; APPROVING AN AGREEMENT BETWEEN THE CITY AND ISI/WATER COMPANY OF AMERICA FOR AUDITING THE CITY'S WATER, SEWER, STORM WATER AND SANITATION BILLING SYSTEM; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF CITY CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.**

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

DK:yph

9D(3)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE; APPROVING AN AGREEMENT BETWEEN THE CITY AND ISI/WATER COMPANY OF AMERICA FOR AUDITING THE CITY'S WATER, SEWER, STORM WATER AND SANITATION BILLING SYSTEM; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF CITY CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, the City wishes to maximize the billable revenue for the City's Water, Sewer, Storm Water and Sanitation Services (the "City Utilities"); and

WHEREAS, ISI/Water Company of America ("ISI") has designed a service to identify and correct unbilled utility services for governmental agencies; and

WHEREAS, Section 36.25(J) of the City Code authorizes the award of a contract without competitive bidding when the City Manager determines that the purchase meets acceptable criteria and the supplier has been selected through a competitive bidding process within the last 36-months by another governmental entity in the State of Florida; and

WHEREAS, ISI was hired by the City of Lake Wales, Florida pursuant to a competitive procurement process in 2009 for similar services; and

WHEREAS, the City intends to piggyback the services provided by ISI to the City of Lake Wales.

4D(4)

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 Agreement. The Agreement between ISI and the City to audit the City's Utility billing services, in substantially the form attached as Exhibit "1," utilizing the terms and conditions of the procurement documents solicited by and provided to the City of Lake Wales by ISI in 2009, together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. Waiver of Competitive Bidding. Competitive bidding for the award of an agreement between the City of North Bay Village and ISI/Water Company of America (the "Agreement") is waived pursuant to Section 36.25(J) of the City Code.

Section 4. Authorization of City Officials. The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

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

9D(5)

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 _____

PASSED and ADOPTED this _____ day of _____ 2012.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:

_____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
City Attorney

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WATER COMPANY OF AMERICA
CLIENT LISTING

Contract Period	Governmental Entity	Utility Service			Total Number of Accounts	Approved Work Orders	Contract Increased Revenue	Annual Increased Revenue	Client Contact	Title	Telephone
		W	WW	SW							
2011-Current	Gulfport, MS	x	x		26,000	180	3,022,727	$ 1,007,576	Mike Necaise	Director of Finance	228-868-5769
2010-Current	Denver Water, CO	x			226,000	295	900,190	300,063	LaDonna Kell	Project Manager	303-628-6182
2010-Current	Cocoa Beach, FL		x	x	4,300	46	149,300	49,767	Charles Holland	Finance Director	321-868-3248
2010-Current	Brevard County, FL	x	x	x	85,000	58	344,455	114,818	Jim Helmer	Support Services Manager	321-633-2092
2010-Current	St Petersburg, FL	x	x	x	90,000	102	561,974	280,987	Tammy Jerome	Billing and Collections Director	727-893-7892
2010-Current	Boynton Beach, FL	x	x	x	35,000	791	2,050,000	683,333	Barry Atwood	Director of Finance	561-742-6310
2009-Current	Lake Wales, FL	x	x	x	7,000	10	15,905	5,302	Dorothy Pendergrass	Director of Finance	863-678-4182
2008-Current	Palmetto Bay, FL			x	5,000	34	161,770	53,923	Corrice Patterson	Director of Public Works	305-259-1234
2008-Current	Zephyrhills, FL	x	x	x	10,000	36	145,614	48,538	Dave Henderson	Director of Utilities	813-780-0008
2007-Current	Cooper City, FL	x	x		8,000	64	74,708	24,903	Mike Bailey	Director	954-434-5519
2007-2012	Bartow, FL	x	x	x	6,000	128	368,238	122,746	Karen Hielscher	Manager, Utility Customer Services	863-534-0188
2006-Current	Sanford, FL	x	x	x	17,330	179	1,590,900	530,300	Bill Marcous	Manager, Utility Support Services	407-688-5105
2006-2011	Orlando, FL		x		80,000	373	1,899,010	633,003	Maria Lachney	Asset/Billing Manager	407-246-2661
2005-2008	Toho Water Authority, FL	x	x		45,000	363	482,655	160,885	Rodney Henderson	Business Services Manager	407-518-2538
2005-2009	Lakeland, FL	x	x	x	50,000	4	55,185	18,395	Gary Ross	Deputy Director of Utilities	863-834-6193
2004-2008	Polk County, FL	x	x		43,000	33	155,000	51,667	Charles Richards	Customer Service Manager	863-298-4135
2004-2010	Homestead #2	x	x	x	9,500	597	1,856,252	618,751	Julio Brea	Director	305-224-4770
2003-2009	Hallandale Beach, FL	x	x	x	7,500	267	514,302	171,434	Robert Fraidenburg	Comptroller - Commercial Division	954-457-1363
2002-2008	Deerfield Beach, FL	x	x		12,500	77	212,420	70,807	Sally Siegel	Finance Director	954-480-4200
2002-2011	Winter Park, FL	x	x	x	28,000	145	837,970	279,323	Delsia Margraf	Utility Services Manager	407-599-3371
2001-2005	Orlando Utilities Commission	x			95,000	52	194,000	64,667	Leslie Temmen	Dir of IT Governance & Quality Mgmt.	407-423-9100
2001-2012	Hollywood, FL	x	x	x	45,000	2,126	4,268,093	1,422,698	Jerry Shapiro	Utility Contract Auditor	954-921-3245
2000-2007	Orange County, FL	x	x		90,000	2,350	9,811,315	3,270,438	Tim Armstrong	Customer Service Division Mgr	407-254-9745
2000-2008	Ft. Lauderdale, FL	x	x	x	65,000	220	1,275,607	425,202	Mike Bailey	Now Director, Cooper City Utilities	954-434-5519
1999-2005	Coral Gables, FL		x	x	14,000	340	1,798,014	599,338	Don Nelson	Finance Director	305-460-5275
1999-2002	Miami Springs, FL	x	x		3,500	25	296,665	98,888	Willian Alonso	Finance Director	305-805-5014
1998-2001	Florida City, FL	x	x		1,600	20	155,625	51,875	Mark Ben-Asher	Finance Director	305-242-8109
1997-2000	Homestead, FL	x	x		9,500	120	745,000	248,333	Julio Brea	Director	305-224-4770
1997-2000	North Miami, FL	x	x		20,000	23	96,020	32,007	Carlos Perez	Finance Director	305-893-6511
1996-1997	Escambia County, FL	x	x		75,000	90	244,000	81,333	Ernest Dawson	Operations Director	850-969-3370
1995-2005	Miami Dade County, FL	x	x		374,000	635	6,414,000	2,138,000		Auth. Rep. Retired	

9(a)(7)

AGREEMENT BETWEEN
NORTH BAY CITY
and
ISI WATER COMPANY

FOR
UTILITY REVENUE ENHANCEMENT SERVICES

THIS AGREEMENT, made and entered into as of the date of countersignature, by and between ISI Water Company, a corporation organized and existing under the laws of the State of Texas and authorized to do business in the State of Florida, having its principal offices at 5215 Fidelity Street, Houston, TX 77029, hereinafter referred to as Water Company of America ("WCA"), and City of North Bay City, a political subdivision of the State of Florida, having its principal offices at 1700 Kennedy Causeway, Suite 132, North Bay City, Florida 33141 as the "City".

WITNESSETH:

WHEREAS, WCA offered to identify unbilled or misbilled Water, Sewer, Stormwater and Sanitation services for the City; and,

WHEREAS, WCA has entered into an agreement with the City of Lake Wales, Florida to identify unbilled and misbilled Utility Services, which is attached hereto as "Exhibit A"; and,

WHEREAS, the City has authorized the Finance Department to utilize and have access to Contracts and Agreements of Florida City governments; and,

WHEREAS, the City desires to contract for the performance of such services in accordance with the terms of the Lake Wales Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

9D(8)

ARTICLE 1. EXHIBIT A

The Agreement between the City of Lake Wales, Florida and WCA for Review of Unbilled or Misbilled Utility Services, entered into on November 16, 2009, is attached hereto, identified as "Exhibit A" and made a part hereof, and mutually amended to provide for the special requirements of the City and WCA.

ARTICLE 2. MUTUALLY AGREED UPON AMENDMENTS

The City and WCA mutually agree the following definitions, terms, and conditions shall amend said Agreement in the order stated in said agreement:

a) All references to "Lake Wales" found within "Exhibit A" or referenced within "Exhibit A", shall for the purposes of this Agreement be replaced with the words "North Bay City".
b) All references to time periods found within "Exhibit A" or referenced within "Exhibit A", shall for the purposes of this Agreement, start on the date this agreement is signed.
c)

ARTICLE 3. NOTICES

a) All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

(i) To the City at the following address:
City Manager
City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141

Attention: City Manager

(ii) To WCA at the following address:

ISI Water Company
6320 SW 89 Court
Miami, Florida 33173

Attention: Ada Izquierdo

b) Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTCLE 4. NEGOTIATED AGREEMENT

9D(9)

This Agreement reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

ARTICLE 5. CONTRACT DOCUMENTS CONTAIN ALL TERMS

This Agreement and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth:

ATTEST:

NORTH BAY VILLAGE

Signature:_____

Printed name:_____

Title:_____

Date:_____

ISI WATER COMPANY

By:_____ Date: _____
Steven Hooper, General Manager

9D (10)

EXECUTIVE SUMMARY

ISI Water Company is the originator of a unique performance based service designed to identify and correct unbilled utility service for governmental agencies and thereby capture increase revenue. Headquartered in Houston, Texas, ISI Water Company has established a reputation for meeting the diverse and changing needs of city and county government with a wide range of services. This diversity of service continues to expand and currently includes four primary services, water, wastewater, stormwater and solid waste.

ISI Water Company is marketed nationally under the name of **Water Company of America ("WCA").** This name has been used since 1989, and because of national name recognition and existing contracts, the company continues to market the service as Water Company of America.

WCA examines a utility's rate structure, customer account database, distribution system, operations, and practices for the metering of consumption, billings, collections, and revenue reporting functions. The objective of this examination is to identify causes of and remedies for inaccuracies and deficiencies in customer billing, rate application, water meter reading, metering devices and collection functions.

It is important to remember that all of the water that is produced by a water utility does not reach its intended destination, referred to as real loss; and some of the water that does arrive at its destination is never metered or billed, referred to as apparent loss. WCA targets the apparent loss. It is of vital importance that the appropriate fees be collected for all services rendered to insure the operational health of the utility. Each year millions of dollars are lost by utilities because of unbilled and/or misbilled services. WCA specializes in locating, assessing, and correcting billing discrepancies for municipal utilities. WCA has the equipment, manpower, and expertise, including sophisticated non-intrusive flow-metering technology, to inspect municipal systems of all sizes for revenue losses and can help increase revenues without increasing budget, manpower requirements, overtime, or rates. WCA has a history of

9D(11)

ISI Water Company | 6320 SW 89 Court, Miami, FL 33173 305.668.2822

successful collaboration with municipalities and is confident that it can stop the billing leaks that are silently draining away revenues.

WCA's program is conceptually straightforward and has proven to be effective based on national contract experience. Each month, the utility delivers various services to its end users or customers. Retail meters record consumption and determine sewer and water billings. The difference between the actual services received and the amount billed, or accounted for, represents *unbilled or misbilled service.* The WCA program targets this variance and produces increased revenue for discretionary use by the utility. In other words, this is *found or new money* that will have a positive impact on the utility's budget. WCA locates this unbilled service to the end users through a proprietary analysis technique and subsequent physical investigation. Once discrepancies are located, changes are made to the utility's billing system and/or physical metering system to produce the new revenues.

WCA provides a turnkey service that includes technical expertise, proprietary computer software, trained multidiciplined field crews, state of the art flow-meter technology and even replacement meters if necessary. WCA can discover and help recover the revenue billings that are rightfully the utility's, and it can do the whole job as an independent contractor without disrupting normal service or daily operations and with a negligible requirement of utility staff time.

How WCA's System Works

1. WCA uses a proprietary technique to analyze users and meter types with property descriptions. WCA makes comparisons of like users. Various sort routines and comparisons are utilized to identify potential problems with consumers such as:
    - Lost Meters
    - Account Coding Errors
    - By-passed or Malfunctioning Meters
    - Unknown Sewer and/or Water Connections
    - Rate Discrepancies
2. Once WCA determines that an account's consumption and/or billing data is not consistent with certain norms, that account is selected for additional research. After a careful study of a specific account, if it still appears that the billing and/or consumption data do not meet certain criteria, WCA then performs a targeted field inspection of the associated property.
3. After completion of the field inspection, if additional sources of revenue have been discovered, formal documentation is submitted to the utility for billing changes and/or physical corrections.

9D(12)

All of the above procedures are standard for WCA and have been developed through years of experience locating unaccounted-for service and lost revenues for other utilities.

WCA's revenue enhancement program is offered as a **risk free program** to the utility. WCA will bear all of the cost of program implementation. Because this is a performance based contract, the client is never required to reimburse WCA for any of its working capital expenditures, including staff, proprietary software, or the resources required for field research. The only form of payment is a share of **the increased collected revenues** generated by this program for a fixed period of time. No other forms of payment are required.

The condition and operation of meters, the CIS, and the wastewater and stormwater collection system is a concern of every Manager and Director. Considerable resources are needed to improve any component of the system. Through our revenue enhancement program, drainage system improvements, software upgrades and meter replacement programs can be accomplished; utilizing funds generated by the program. The out of pocket expenditures for these physical changes can be recouped from the increased revenue generated by the program. Therefore, the utility can expedite the necessary changes without appropriating precious budget resources.

In summary, the program proposed herein will have immediate and long-term benefits to the utility in at least the following ways:

- Generates additional revenue from existing levels of service.
- Provides continuing increased revenue to the utility after program completion.
- Provides compensation to WCA based solely on performance.
- Provides an awareness of the necessity to practice conservation of a precious resource.
- Provides an effective way through conservation to reduce wastewater treatment loads.
- Provides a proven program that, by its existence, motivates internal personnel toward greater efficiency.
- Provides, at the end of WCA's contractual term, a method, the experience, and technique for the Utility to continue the program internally.

9D(13)

CONTRACT
FOR
SERVICES

THE STATE OF: FLORIDA

COUNTY OF: POLK

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Lake Wales ("City"), and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA	City
ISI Water Company	City of Lake Wales
711 Rankin Road	201 Central Avenue West
Houston, Texas 77073	Lake Wales, FL 33853

WITNESSETH:

WHEREAS, the City desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified; and

WHEREAS, WCA has submitted materials describing the proposed service;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

9D (14)

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular Water, Wastewater, Sanitation and/or Stormwater Service of the City. This definition includes all unauthorized taps discovered by WCA that previously had not been given an Account number by the City.

"Base Revenue" is defined as the average monthly billings on an Account which appropriately and fairly reflects the benefit to the City of a proposed Work Order, for up to the twelve month period immediately preceding the completion of the Work.

"WCA Share" is defined as the fee to be paid by the City to WCA for performance of duties under this Contract, computed in accordance with Section 5.03 hereof.

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the City to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

"Director" is defined as the City's designated Finance Director who has ultimate authority and responsibility over this Contract.

"Documenting The Find" is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work; that causes a specific Water, Wastewater, Sanitation or Stormwater Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

9D (15)

"Increased Revenue" is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

"Research Report" is defined as the reports delivered to the City by WCA pursuant to Section 2.01 (C) (1) hereof.

"Water, Wastewater, Sanitation and/or Stormwater Service" is defined as the physical location of a City consumer, both known and unknown to the City, which utilizes services provided by the City.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Water, Wastewater, Sanitation and Stormwater Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's Water, Wastewater, Sanitation and/or Stormwater Service.

A) Investigation and Field Work
B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
   1) Investigate each Account and determine if there is a loss of revenue to the City associated with that Account.
   2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
C) Reports
   1) WCA shall provide to the City on a periodic basis a complete list of all Accounts researched on which WCA has identified potential increased revenues to the City. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
   2) WCA shall provide the Contract Administrator a monthly status report. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month. This report shall be due on or before the 10th calendar day each month.

9D(16)

D) WCA warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the City ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the City shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the City, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an account of which the City has prior knowledge and is attempting to remedy. Such a Find being remedied by the City is exempted from WCA Work. These cases fall into two categories and require that WCA shall: 1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and 2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific account problem known to the City and made known to WCA, that the City is in the process of remedying.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the City to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the City.

ARTICLE III

City Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the City:

A) In addition to its other duties under this Contract, the City shall, to the extent permitted by law for each Account, promptly provide access to all the data and records in the possession of the City and provide copies of any documents in the possession or control of the City or available to the City which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CIS data shall be in two forms. First, a monthly download (conveyed to WCA via a mutually agreed to method) of select fields of Account data generated by an automatic script or macro. Second, an electronic (read only) link to the CIS for the viewing and extracting of "real time" information. At no time will WCA be able to input a change or modification to an Account by way of this link.
B) Upon execution of this Contract by all parties, the City will coordinate a post-award meeting with WCA and all designated management personnel representing the City under this Contract in order to fully explain all the aspects of this Contract.
C) The City shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within ten (10) working days of the date of submittal, the City shall advise WCA of the disposition of the Work Order request (approved or denied).
D) The City shall timely implement the recommended corrective action identified in the Work Order once approved. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the City shall issue to WCA written notification of a fifteen day extension. Work Orders that involve changes to physical service shall be expedited with all reasonable haste.

9D(17)

Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed. If account changes are not completed by the City within the time frames described, the City shall approve and pay an estimate of the WCA Share (ref 5.02 C).

E) The Contract Administrator shall assist WCA in its dealings with any City department.

F) The City shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the City chooses. Once documented, the City shall not deny approval of a Work Order due to any action taken by the City during the approval process.

G) On each Account for which WCA has Documented the Find and the City has subsequently collected a billing, the City shall issue to WCA, at least monthly, a verification of the following information:
   1) Account Name
   2) Account Number
   3) Service Address
   4) Amount Billed
   5) Base Average in dollars
   6) Amount Collected
   7) Amount of moneys owed to WCA
   8) WCA Work Order Number

H) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.

I) At all times, the spirit of this Contract will be upheld by both the City and WCA. WCA is performing a service to the City by increasing revenue to the City. The City has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA hereby agrees at all times to defend, indemnify and hold the City harmless from and against any and all liability, losses or costs arising from claims for damages, or suits for loss or damage, including without limitation out-of-pocket costs and reasonable attorneys fees, which arise as a result of WCAs negligence or failure to properly perform this Contract, whether such claims are asserted before or after the termination of this Contract.

4.02 - Insurance

Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies reasonably satisfactory to the Director, and policies of insurance that meet the requirements of the State. The City shall be named as an additional insured on all such policies for this Contract, and the policy shall provide that the Director will be given at least ten (10) days notice in case of cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

A) Comprehensive General Liability Insurance including Contractual Liability:
   Bodily Injury & Property Damage
      $ 1,000,000 per occurrence

9D(18)

$ 2,000,000 aggregate

B) Worker's Compensation with Employees Liability including Broad Form All States Endorsement: $ 1,000,000

ARTICLE V

Payment

5.01 - Limitation Of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 - Payment for Services

A) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of this Contract) for a term of 36 months thereafter, referred to in 6.01 TERM as Phase Two. The 36 month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.

B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the City within thirty calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 10% per annum until paid. Should the City choose to eliminate rate increases from Increased Revenue, the City shall pay an accounting charge to WCA.

C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the City shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 - Arbitration

The City and WCA shall promptly notify each other of any controversy which shall arise with respect to the computation of any payments or fees due to WCA hereunder. Each party shall act in good faith and shall make its best reasonable effort to resolve the dispute within thirty (30) days after receipt of any invoice disputing such payments or fees. In the event the parties are not able to resolve the dispute within such thirty (30) day period, the controversy shall be considered and resolved by majority vote of an arbitration panel ("Panel") consisting of three (3) persons selected and designated as follows:

1. The City shall within ten (10) days thereafter designate an independent certified public accountant which may be the independent auditors regularly retained by the City;
2. WCA shall within ten (10) days thereafter designate an independent certified public accountant which may be a certified public accountant regularly retained by WCA; and
3. The two (2) certified public accountants and/or independent auditors thus designated shall agree upon and promptly designate a third certified public accountant and/or

9D(19)

independent auditor which shall not have then or previously had any significant relationship with the City or WCA.

The parties agree that the arbitration procedure provided above shall be the sole remedy for dispute of the payments or fees due WCA hereunder and shall be binding on the parties thereto; provided, however, in the event the City's certified public accountant and WCA's certified public accountant cannot agree upon a third accountant, or the Panel does not resolve the controversy within a reasonable period, not to exceed one hundred twenty (120) days from the date the independent certified public accountants are retained by the parties, either party may pursue any other remedy provided by law. Each party shall bear the expenses of its designated accountant, and the expense of the third accountant shall be borne equally by the parties.

ARTICLE VI

Term and Termination

6.01 - In General

This Contract shall be effective from and after the issuance by the City of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty six (36) months. At the end of the primary term of phase one, the phase one term shall be automatically renewed for successive periods of twelve (12) months, unless the Director gives WCA at least sixty (60) days written notice prior to the expiration of any phase one term that the Contract will not be renewed. Phase two is the period of time during which the WCA Share is determined (reference 5.02 A). Therefore the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 36 month revenue sharing period for each Find approved by the City.

6.02 - Termination

Either party may terminate phase one (the operations period) of this Contract by giving a thirty day written notice to the other party of the intent to terminate. The City agrees that for three (3) years after termination of this Agreement, however brought about, the City shall, during normal business hours, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 - Earned Fees

The duties and obligations of the City to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor

The relationship between WCA and the City shall be that of an independent contractor.

7.02 - Business Structure and Assignments

9D(20)

Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under this Contract. Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned (such identity to be established by providing the invoice number, task description and unit price to each item assigned). If reasonable proof as described above, is not provided to the Director, the City may continue to pay the assignor.

7.03 - Subcontractors
WCA may subcontract any part of its performance under this Contract without the written approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest
This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and WCA only.

7.05 - Non-waiver
Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws
This Contract is subject to all laws of the State of domicile of the City, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

In the event any dispute arises between the parties which is not the subject of the provisions of paragraph 5.03 hereof regarding payment or fees, the dispute shall be subject to resolution in the Courts of the 10th Judicial Circuit of the State of Florida, in and for Polk County. Each party shall be responsible for its own costs and attorney's fees.

7.07 - Notices
All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof are at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.08 - Equal Employment Opportunity
WCA will comply with all laws, ordinances and policies set by the City in reference to Equal Employment Opportunities.

7.09 - Force Majeure

9D(21)

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the City, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.11 - Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate this Contract except in accordance with the provision hereof.

7.12 - Representations

A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder and these services shall be of the highest professional quality.
B) The City represents that it is a duly authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members, the City has duly authorized the execution, delivery and performance by this Agreement.

7.13 - Captions

The captions at the beginning of the Articles of this Contract are guides and labels to assist in location and reading such Articles and, thereto, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under this Contract which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

7.16 - Amendment

This Contract may be modified or amended by written agreement signed by all parties hereto.

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ARTICLE VIII.

8.01 - Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

(a) To the City at the following address:

City of Lake Wales
201 Central Avenue West
Lake Wales, Florida 33853

Attention: Dorothy Pendergrass

(b) To WCA at the following address:

ISI Water Company
2200 Winter Springs Blvd. Ste. 106, # 320
Oviedo, FL 32765

Attention: Steven Hooper

Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth below:

ATTEST:

WCA	**CITY**
ISI WATER COMPANY	CITY of LAKE WALES
By: [signature]	By: [signature]
Title: General Manager	Title: City Manager
Date: November 13, 2009	Date: 11-19-09

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THE ONVIA™ GUIDE

September 9, 2009 © 2009 Onvia, Inc. Vol. 15 No. 180

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Economic Studies
1 RFP/RFI/RFQ

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Economic Studies
RFP/RFI/RFQ

Florida

Project Name	**Utility Revenue Enhancement Services**
Owner	**City of Lake Wales**
Location	**LAKE WALES, FL**
County	**POLK, FL**
Sector	**State/Municipal**
Buyer	**Bonnie Hodge, Purchasing Agent, Purchasing**
Buyer Phone	**(863) 678-4182 x264**
Buyer Fax	**(863) 678-4180**
Submittal Date	**09/25/2009**
Guide Ref Num	**11005763 - 09/09/2009**
Project Num	**09-183**

ONVIA
Business Builder
CLICK HERE To Research This Opportunity

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Additional Documents **Bid/Proposal Form**

SEALED PROPOSAL DO NOT OPEN SEALED PROPOSAL NO: 09-183 BIDTITLE: UTILITY REVENUE ENHANCEMENT SERVICES DUE DATE/TIME: SEPTEMBER 25, 2009 2:00 PM

This item applies to the following Categories and/or Locations.

Categories:	Economic Studies
Locations:	Florida

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Additional Documents **Bid/Proposal Form**

SEALED PROPOSAL DO NOT OPEN SEALED PROPOSAL NO: 09-183 BIDTITLE: UTILITY REVENUE ENHANCEMENT SERVICES DUE DATE/TIME: SEPTEMBER 25, 2009 2:00 PM

This item applies to the following Categories and/or Locations.

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Locations:	Florida

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Cut along border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL – DO NOT OPEN

SEALED PROPOSAL NO: 09-183

BIDTITLE:UTILITY REVENUE ENHANCEMENT SERVICES

DUE DATE/TIME: SEPTEMBER 25, 2009
2:00 PM

DELIVER TO: PURCHASING DEPARTMENT
CITY OF LAKE WALES
201 W CENTRAL AVE.
LAKE WALES, FL 33853

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Website, www.cityoflakewales.com, from which you obtained this bid. Before submitting your bid/proposal, you should check our Website to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable

9D(26)

CITY OF LAKE WALES, FL
#09-183

REQUEST FOR PROPOSAL

FOR

UTILITY REVENUE ENHANCEMENT SERVICES

201 Central Avenue West, Lake Wales, Florida 33853

P.O. Box 1320, Lake Wales, Florida 33859-1320

SUBMISSIONS ARE DUE
NO LATER THAN

FRIDAY, SEPTEMBER 25, 2009 AT 2:00 PM

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS PROPOSAL AT THE OFFICE OF THE PURCHASING MANAGER ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES POSTAL SERVICE OR CAUSED BY ANY OTHER OCCURANCE. A LATE SUBMISSION OF THIS PROPOSAL WILL NOT BE CONSIDERED.

9.D(27)

WATER, WASTEWATER & SOLID WASTE REVENUE ENHANCEMENT SERVICES

I. PURPOSE The City of Lake Wales, FL, hereinafter referred to as the City, seeks proposals in response to this Request for Proposals (RFP) from firms specializing in the analysis and correction of water, wastewater and solid waste system underbillings and misbillings, with the intent of increasing revenue for the City.

II. SCOPE OF PROJECT

A. TITLE OF PROJECT – *Utility Revenue Enhancement Services.*

B. OBJECTIVE - The proposer, in conjunction with the Customer Service Staff and Water/Wastewater Field Operations (hereinafter "City Staff"), will examine certain utility billing and metering functions to identify causes of, and remedies for, inaccuracies in water and wastewater billings, meter reading and associated water metering. The proposer will provide the software to analyze raw unjoined account data provided by the City; at no time will the City be responsible for providing data manipulation of any sort. The proposer will provide experienced multidiscipline field personnel capable of evaluating all aspects of utility usage and identifying variances with the account record. The City is seeking performance fee based proposals. Specifically, the proposer will identify opportunities for revenue recovery/enhancement through the correction of problems associated with such inaccuracies. The following areas are to be addressed:

1. BILLING SYSTEM DEFICIENCIES AND UNBILLED SERVICES - Billing system deficiencies are defined as any factor adversely affecting total collected revenue by the City on an account. Examples of these factors are:
   - misapplication of the City rate structure
   - billing system accuracy
   - unknown connections
   - account coding errors
   - chronic meter reading errors
2. UNMETERED FIRE LINES - Fire protection systems are to be used within the guidelines of City Ordinance. Fire lines that are used for any unauthorized non-emergency service represent lost revenues to the City. The proposer will be required to have the requisite experience to determine if any unauthorized use of existing fire lines is occurring. The proposer, in conjunction with the City Staff, will develop and implement a program to correct all identified deficiencies and to limit reoccurrence of revenue loss related to fire lines.
3. METERING - The City routinely conducts testing and repairs of meters within its system. It is anticipated that despite the utility's diligence, additional field investigation may result in the discovery of potentially problematic situations. The proposer will be provided billing and consumption history related to known utility consumers so that the proposer may review and research these consumers to verify correct billings. The proposer will provide the requisite manpower, portable Transit Time Flow Meter, hand tools, vehicle and equipment to identify problematic conditions in the field.
4. SERVICE THEFT - Theft of service includes illegal connections made to the utility's water distribution and wastewater collection systems and on open meter bypasses in the system. An illegal connection, for example, could consist of a straight pipe connection rather than a metered connection. Locations of all authorized meters and connections will be provided to the successful proposer. To facilitate detection of unauthorized meter bypass use, the Utility will provide information related to those accounts which are "locked", and their associated addresses.

C. SYSTEM CONCEPT AND SOLUTION - Define in detail your understanding of the issues presented in section B., and your recommended means of addressing them. In addition, provide any other facts or alternative information you deem necessary to evaluate your proposal. Responses to the following questions must be answered in order for your submission to be deemed responsive.

1. What is the relevance of the Utility's historical data to this project.

9D(28)

2. What is your plan to accomplish the stated project objective.
3. Describe within your program the criteria to evaluate City billing policy as it relates to the end users of water and wastewater service of the City.
4. Describe in detail the methodologies and procedures for documentation of revenue recovery attributable to the proposer's actions.
5. How will your program impact the allocation of City Staff time.
6. What equipment or facilities will you require from the City.
7. How long after the award of a contract will you require for mobilization.

III. RESPONSE FORMAT - In order to be considered responsive, the proposer shall organize the response in the following manner:

A. TECHNICAL PROPOSAL RESPONSE FORMAT

1. Transmittal letter - This letter shall be no longer than one page in length, addressed to the Director, and signed by the representative of the proposer authorized to represent the firm contractually.
2. Table of Contents - A table of contents should follow the transmittal, should list all titles, sections, and major subsections. All pages of the Proposal should be sequentially numbered.
3. Executive Summary - This shall be of three pages or less, and shall provide a summation of the Proposal in succinct terms.
4. Business Organization and Project Management Structure - State the full name and address of your organization and identify the parent company if you are a subsidiary or division of a larger organization. Specify the branch office or other subordinate element that will perform or assist in performing the necessary work. Indicate whether you operate as a partnership, corporation or individual. Provide a general explanation and chart which specifies project leadership, reporting responsibilities and how the proposer will interface with City Staff.
5. Prior Experience - The City requires the proposer to have successfully engaged in a minimum of three (3) projects of this nature within the last ten years. Respondents shall submit reference information (name, telephone number and address) related to each project. Only projects equivalent to that contemplated by the City in this RFP shall be listed.
6. Personnel - Identify all key personnel who will be involved in the project, and include resumes. List only those persons who will be directly involved.
7. Implementation Plan - Define in detail your understanding of the System Concept and Solution as described in this RFP. Include your work program, by task, as well as any related charts, diagrams, etc. helpful in understanding the proposed operational methodology.
8. Authorized Negotiator - Include the name and title of the individual within the company who is authorized to negotiate contract terms and render binding decisions of contract matters.

B. PRICE PROPOSAL RESPONSE FORMAT - Detail your proposal for compensation for the work to be performed by completing the attached price proposal included in this RFP. Compensation will be based on a specified percentage of documented future and retroactive revenue recovery resulting from the project. The Price Proposal is a presentation of the Proposer's total offering price which is to include all costs for providing each component of the required goods or services. The Proposer is responsible for all direct and indirect costs associated with the performance of the work necessitated under this RFP, except for service and meter installations and replacements, which shall be performed by the City. Proposers must utilize the format attached hereto entitled "Price Proposal".

IV. PROPOSAL EVALUATION - This procurement will comply with the applicable City policies.

A. This evaluation will include all pertinent matters contained within this RFP. Award of a contract may be made without discussions with firms after Proposals are received. The City reserves the right to accept or reject any recommendations made and/or solutions proposed, or reject all Proposals and to resolicit for Proposals in such an event. Proposals should therefore be submitted on the most favorable terms.

9.D(29)

B. The City intends to receive, review, and evaluate Proposals according to the general procedures as outlined in this RFP. The evaluation will determine if proposer has met the criteria of the RFP to be considered as "qualified to perform the work". The items to be considered are not limited to, but include the following:

1. System Concept and Solution Proposed - The grasp of the issues and their solutions, responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.(25%)
2. Demonstrated Applicable Experience - This will include documentation of successful revenue recovery in three or more previous engagements and also include total years performing this service.(25%)
3. Personnel Qualifications.(25%)
4. Evidence of good organization, management practices and cost.(25%)

V. PROPOSAL SUBMISSION PROCEDURE - An unbound one-sided, 81/2 x 11" original and three (3) copies (a total of 4) of the complete proposal response must be received by Friday, September 25, 2009 at 2:00 PM.

A. Proposals will be opened at the City of Lake Wales, Purchasing Department by the Purchasing Manager in conjunction with the Finance Director.

B. The original and all copies must be submitted in a sealed envelope or container stating on the outside; proposer's name, address, telephone number, due date, due time, the RFP title (*Analysis of Unbilled Water and Wastewater Usage*) and the identifying RFP number.

C. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for insuring that the required address information appears on the outer container used by such service

D. The proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the proposer. The submission of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

E. Any Proposal received after the RFP closing date will be considered non-responsive and will not be considered.

VI. SELECTION PROCEDURE - All proposals will be subject to the following:

A. Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the form outlined in the RFP, is of timely submission, and has the appropriate signatures required. Failure to comply with these requirements may deem your proposal non-responsive.

B. The Finance Director will appoint an Evaluation Committee who will be responsible for reviewing and evaluating the proposals.

C. Upon completion of the proposal evaluation, the Committee may choose to conduct oral presentation(s), from any proposer warranting further consideration.

D. Upon completion of the Evaluation Committee, a recommendation shall be presented to the City Commission based on the proposals received.

E. AWARD OF CONTRACT - The City shall award a contract to the Proposer who offers the best overall plan for the City, factoring in technical ability and the most favorable plan for the City to share increase revenue.

VII. ADDITIONAL REQUIREMENTS

A. CONTACT PERSON - The contact person for this RFP is **(Bonnie Hodge, Purchasing Manager, 201 Central Avenue, PO Box 1320, Lakes Wales, FL 33859, (863) 678-4182 ext. 264,** bhodge@cityoflakewales.com). Any requests for additional information or clarification regarding this RFP should be addressed to the contact person in writing or by e-mail. Furthermore, proposers are advised that from the date of the release of this RFP until award of the contract, NO contact with City personnel related to this RFP is permitted, except as authorized by the contact person. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

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B. All persons and firms wishing to submit bids **must** obtain a complete copy of the Request for Proposal document, and submit a City of Lake Wales Vendor Application and W-9 and a current Public Entity Crimes Statement with their response. Access our website, www.cityoflakewales.com, go to Departments, Purchasing and Forms and Documents or contact Bonnie Hodge, Purchasing Agent, (863) 676-4182, extension 264, to obtain these items. There is no charge for the Request for Proposal document or for submitting proposals.

Responses may be hand delivered, mailed or delivered via courier service to the following address. Faxed or e-mailed responses will not be accepted.

DELIVERY ADDRESS	MAILING ADDRESS
City of Lake Wales	City of Lake Wales
City Manager's Office	City Manager's Office
Attn: Bonnie Hodge, Purchasing Agent	Attn: Bonnie Hodge, Purchasing Agent
201 Central Ave. W.	P.O. Box 1320
Lake Wales, FL 33853	Lake Wales, FL 33859-1320

C. INSURANCE - Before starting and until termination of work for, or on behalf of, the City of Lake Wales, the Proposer shall procure and maintain insurance of the types and to the limits specified in Appendix A.

D. CONTRACT INCORPORATION - Respondent should be aware that the contents of the successful Proposal will become a part of the subsequent contractual documents. Failure of the respondent to accept this obligation may result in the cancellation of any award.

E. FAILURE TO COMPLY - Failure to comply with the Proposal Response Format detailed in this RFP may result in the respondent's proposal being rejected as non-responsive.

F. PROPOSAL ACCEPTANCE PERIOD - All Proposals must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

G. COST INCURRED IN RESPONDING - All costs directly or indirectly related to the response by a proposer to this RFP shall be the sole responsibility of and shall be borne by the respondent.

9D(31)

WATER COMPANY OF AMERICA
Revenue Enhancement Specialists Since 1989

Serving Water, Wastewater, Stormwater and Solid Waste Utilities

September 25, 2009

City of Lake Wales
City Manager's Office
Attn: Bonnie Hodge, Purchasing Agent
201 Central Ave. West
Lake Wales, FL 33853

Subject: LETTER OF INTRODUCTION
Regarding: RFP entitled *"Utility Revenue Enhancement Services"*, RFP # 09-183

ISI Water Company (referred to herein as Water Company of America "WCA") is pleased to submit this response to the Request for Proposal entitled *"Utility Revenue Enhancement Services"* to the City of Lake Wales.

The study proposed in this RFP is equivalent to previous and current projects performed by WCA for Municipal Utility Departments, some 23 of which are in Florida. Since initiating the first ever project of this nature in 1989, we have gained substantial national experience from a diverse group of very successful contract opportunities. While teaming with utilities as large as 374,000 accounts and as small as 1,600, WCA has increased the billings and collections to our clients by substantial amounts. The benefits of these increases in revenue are numerous and are detailed in our accompanying proposal.

In response to this RFP, and as with all previous contracts undertaken, WCA's program of revenue enhancement is offered on a performance fee basis. WCA will bear all of its study costs. WCA will be entitled solely to a share of increased collected revenues generated by this program.

Water Company of America has a proven program for revenue recovery. We most sincerely appreciate the opportunity to provide assistance to the City in this project. The contact information for WCA related to this RFP is as follows:

Steven M. Hooper, General Manager, ISI Water Company
3625 SR 419, Suite 220, Winter Springs, Florida 32708
(407) 382-6626 (office) or (281) 352-0047 (direct)

WCA has adopted a code of business ethics that states that ISI Water Company will comply with all applicable government rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

WCA acknowledges the receipt of 0 addenda to the RFP. This proposal is valid for a period of 180 days subsequent to the RFP closing date of September 25, 2009. WCA hereby certifies that the Company will comply with all provisions of this RFP.

Sincerely,

Steven Hooper
General Manager

9D (32)

RESPONSE TO

REQUEST FOR PROPOSAL

for

Utility Revenue Enhancement Services

RFP # 09-183

Due Date September 25, 2009 2:00 PM

Requested by

The CITY OF Lake Wales, FLORIDA

Submitted to:
Purchasing Department
City of Lake Wales
201 Central Avenue West
Lake Wales, Florida 33853

Submitted by:

ISI WATER COMPANY

with regional offices located:
3625 SR 419, Suite 220
Winter Springs, Florida 32708
(407) 382-6626 (office)
(407) 574-7212 (fax)

ATTEST:

September 25, 2009

Steven M. Hooper — Date
General Manager, ISI Water Company

9D (33)

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10. Other Documents required by this RFP
    - a. City of Lake Wales Vendor Application
    - b. W-9
    - c. Public Entity Crimes Statement

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SECTION 3. Executive Summary

ISI Water Company, and its parent Infrastructure Services, Inc. ("ISI") provide services to governmental entities on many levels in order to meet the maintenance, repair, and consulting needs of our nation's aging infrastructure system. Headquartered in Houston, Texas, ISI has established a reputation for meeting the diverse and changing needs of government with a wide range of services. This diversity of service to public and private entities continues to expand and currently includes three major areas of service. These are Municipal Utility Consulting, Roadway Repair and Maintenance and Road and Utility construction. ISI employs people in several regional profit centers in the United States. Annual sales are approximately $2 million dollars.

The Municipal Consulting work to identify unbilled and/or misbilled service is marketed nationally under the name of **Water Company of America ("WCA").** This name has been used since 1989, and because of national name recognition and existing contracts, ISI Water Company continues to market the service as Water Company of America. "Water Company of America" is registered with the State of Florida.

WCA examines a utility's customer billing database of information and aspects of utility usage in the field with the objective of identifying the causes of and remedies for inaccuracies and deficiencies in each of the various utility processes that can potentially contribute to inaccurate billings for water, wastewater, stormwater and solid waste.

It is important to remember that an often significant portion of the service delivered by a City to its customers is never billed-for or collected. It is of vital importance that the appropriate fees be collected for all services rendered to insure the operational health of the utility. Each year millions of dollars are lost by utilities because of unbilled and/or misbilled services. WCA specializes in working cooperatively with City staff to locate, assess and correct the conditions that cause lost revenue. WCA has the equipment, manpower, and expertise, including proprietary analytical software and sophisticated non-intrusive flow-metering technology, to research systems of all sizes for revenue losses. WCA can positively impact the City budget without increasing manpower requirements, overtime, or rates. WCA

9.D(35)

has a history of successful collaboration with municipal departments and is confident that it can stop the billing leaks that are silently draining revenues from the City.

WCA's program is conceptually straightforward and has proven to be effective based on extensive South Florida as well as national contract experience. This experience base equips WCA to offer the most effective, proven method of enhancing revenue. Each month, the utility delivers millions of gallons of water to its end users or customers. The utility's retail billing meters record consumption and determine water and sewer billings. The difference between the actual services provided and the amount billed, or accounted for, represents *unbilled or misbilled service*. This program targets this variance and produces increased revenue for discretionary use by the City. In other words, this is *found or new revenue* that will have a positive impact on the budget. WCA locates this unaccounted-for water through a proprietary analysis technique and subsequent physical investigation. Once discrepancies are located, changes are made to the utility's billing system and/or physical metering system to produce the new revenues.

WCA provides a turnkey service that includes technical expertise, proprietary computer software, trained field personnel, state of the art flow-meter technology and even replacement meters if necessary. WCA can discover and help recover the revenue billings that are rightfully the utility's, and it can do the whole job as an independent contractor without disrupting normal service or daily operations and with a negligible requirement of utility staff time.

How WCA's System Works

1. WCA uses a proprietary technique to analyze users and meter types with property descriptions. WCA makes comparisons of like users. Various sort routines and comparisons are utilized to identify potential problems with consumers such as:
    - Unlisted Customers
    - Account Coding Errors
    - By-passed or Malfunctioning Meters
    - Unknown Sewer and/or Water Connections
    - Rate Discrepancies
    - Inaccuracies in property impervious area records
2. Once WCA determines that an account's consumption and/or billing data is not consistent with certain norms, that account is selected for additional research. After an audit of a given property, if it still appears that the billing and/or consumption data do not meet certain criteria, WCA then physically researches that given property.

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3. After completion of the field inspection, if additional sources of revenue have been discovered, formal documentation is submitted to the utility for billing changes and/or physical corrections.

All of the above procedures are standard for WCA and have been developed through eighteen years of experience.

WCA's revenue enhancement program is offered on a performance fee basis to the City. WCA will bear all of the cost of program implementation. The utility will never be required to reimburse WCA for any of its working capital expenditures, including professional staff, software, or the extensive resources required for field research. WCA will be paid only **a share of any new-found collected revenue** generated by this program. No other forms of payment are required.

Funding essential capital improvements to a water, sewer and stormwater system is a major concern for every City. This project will provide a revenue source to accomplish needed improvements. Therefore, work can often be expedited without appropriating precious budget funds.

In summary, WCA's proposed program will have immediate and long-term benefits to the utility in the following ways:

- Generates additional revenue from existing levels of service.
- Provides continuing increased revenue to the utility after program completion.
- Provides compensation to WCA based solely on performance.
- Provides an awareness of the necessity to practice conservation of a precious resource.
- Provides an effective way through conservation to reduce wastewater treatment loads.
- Provides a proven program that, by its existence, motivates internal personnel toward greater efficiency.
- Provides improved rate-payer equity among customers.
- Provides improved accountability for services delivered to customers.

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SECTION 4.

BUSINESS ORGANIZATION

ISI Water Company, 711 Rankin Road, Houston, TX 77073, a Texas corporation registered in the State of Florida (Florida Department of State, Division of Corporations Document Number F05000006430).

Physical address of office performing the work:

6325 SR 419 Suite 220

Winter Springs, FL 32708

Mailing address of the office performing the work:

PMB 320

2200 Winter Springs Blvd., Suite 106

Oviedo, FL 32765-9344

Parent Company:

Infrastructure Services, Inc.

711 Rankin Rd

Houston, TX 77073

PROJECT MANAGEMENT SCHEME

WCA will liaison only with the designated City Project Manager unless instructed otherwise by the Project Manager. This is essential for project success. Clear lines of communication are essential to ensure that consistent directions are received and followed by WCA. The primary liaison from WCA to the City Project Manager will be Jeff Haddock. He will be supported in conducting day to day business by the WCA Crew Chief, Gus Badnell. This day to day business would include regular items of business including but not limited to report submission, communication about field work plans, Formal Work Order submission, assistance to the City in implementing Work Order remedy, etc.

WCA plans to conduct operations related to this project from its local Central Florida office in Winter Springs. Full-time company employees who reside in Polk County will perform field operations. Should there be specific tasks that are required or requested by the City Project Manager to be performed in City offices, WCA will gladly do so.

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SECTION 5. Prior Experience

WCA offers solutions to municipal governments large and small to improve the billing accuracy of all services while preserving public resources. A primary objective is to partner with key staff personnel of the governmental entity to identify causes of, and implement remedies for, system inaccuracies and deficiencies that adversely affect the accuracy of customer fees.

ISI originated, and is the number one provider of the service whereby private industry provides a revenue enhancement program at no cost to municipal utilities, with compensation strictly contingent on contract performance. The history of the company dates back to the first ever contract of the nature contemplated by the City of Lake Wales in this RFP. This first project was initiated in March of 1989 for the City of Houston. Subsequent to that time, WCA has established itself as the number one provider of the service, having successfully conducted or in the process of conducting identical projects for the following Florida governments:

Utility name	Address	Project title	Year
Contact name	**Title**	**Email**	**Telephone**
Miami Dade Water and Sewer Authority Department	3071 SW 38 Ave, Miami, FL	Review of Unbilled or Misbilled Water & Sewer Services	1995
Mr. Daniel Fryer	Customer Service Manager Field		786-552-8358
Escambia County Utility Authority	9250 Hamman St, Pensacola, FL	Unbilled/Misbilled Revenue Survey	1996
Mr. Ernest Dawson	Regional Services Manager		850-969-3370
City of Homestead	790 N Homestead Blvd, Homestead FL	Review of Unbilled or Misbilled Water & Sewer Services	1997
Mr. Mike Shehadah	Assistant City Manager	mshehadeh@cityofhomestead.com	305-224-4412
City of North Miami	776 NE 8 Ave, North Miami, FL	Review of Unbilled or Misbilled Water & Sewer Services	1997
Ms. Lee Maron	Customer Service Mgr	lmaron@ci.north-miami.fl.us	305-893-6511
City of Florida City	400 W. Palm Dr, Florida City, FL	Review of Unbilled or Misbilled Water & Sewer Services	1998

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Mr. Mark Ben-Asher	Finance Director		305-242-8109
City of Coral Gables	405 Biltmore Way, Coral Gables, FL	Review of Unbilled or Misbilled Water & Sewer Services	1999
Mr. Don Nelson	Finance Director		305-460-5204
City of Ft Lauderdale	949 NW 38 St, Fort Lauderdale, FL 33309	Review of Unbilled or Misbilled Water & Sewer Services	2000
Ms. Julie Leonard	Assistant Utilities Services Director - Operations	jleonard@fortlauderdale.gov	(954) 828-7802
Orange County Utilities	9150 Curry Ford Road	Contract #YO-192	2000
Mr. Tim Armstrong	Customer Service Division Manager	Tim.Armstrong@ocfl.net	407- 254-9745
City of Hollywood	2600 Hollywood Blvd, Hollywood, FL	Contract for Utility Services Auditing	2001
Mr. Jerry Shapiro	Utility Contract Auditor	jshapiro@hollywoodfl.org	954-921-3245
City of Opa-Locka	777 Sharazard Blvd., Opa-Locka, FL	Review of Unbilled or Misbilled Water & Sewer Services	2001
Ms. Faye Douglas	Asst Finance Director		305-953-2831
City of Winter Park	401 Park Avenue S., Winter Park, FL	Review of Unbilled or Misbilled Utility Services	2001
Ms. Delsia Margraf	Utility Services Manager		407-599-3371
Orlando Utilities Commission	500 S. Orange Ave., Orlando, FL 32802	Services Agreement	2002
Mr. Lawrence Strawn	Retail Pricing Coordinator		407-423-9100
City of Hallandale Beach	400 South Federal Highway, Hallandale Beach, FL 33009	Contract for Utility Services	2003
Mr. Robert Fraidenburg	Asst. Finance Director	rdfraidenburg@hallandalebeach.org	954-457-1363
City of Homestead Contract #2	790 N Homestead Blvd, Homestead FL	Review of Unbilled or Misbilled Water & Sewer Services	2004
Mr. Julio Brea	Director	jbrea@ci.homestead.fl.us	305-224-4770

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Polk County Florida	1011 Jim Keene Blvd SR 540 Winter Haven, Fl 33880	Review of Unbilled or Misbilled Water & Sewer Services	2004
Mr. Doug Bailey	Customer Service Mgr	douglasbailey@polk-county.net	863-298-4140
City of Lakeland	501 E. Lemon Street Lakeland, FL	Review of Unbilled or Misbilled Water & Sewer Services	2005
Mr. Gary Ross	Assistant Director	Gary.Ross@lakelandgov.net	863-834-6193
City of Lake Wales	201 Central Ave W Lake Wales, FL	Utility Revenue Enhancement Services	2005
Ms. Sylvia Edwards	Finance Director	Gary.Ross@lakelandgov.net	863-834-6193
TOHO Water Authority	101 N Church St Kissimmee FL 34741	Utility Revenue Enhancement Services	2005
Mr. Rodney Henderson	Business Services Manager	rhenderson@kissimec.org	407-518-2538
City of Orlando	5100 LB McLeod Road Orlando, FL 32811	Annual Agreement for Wastewater Utility Billing Consulting Services	2006
Mr. Chuck Miller	Technical Support Manager	Charles.miller@cityoforlando.net	407-246-2213
City of Sanford	PO Box 1788, Sanford, FL 32772	Utility Revenue Enhancement Services	2006
Mr. Bill Marcous	Manager, Utility Support Services	marcousw@ci.sanford.fl.us	407-330-5649
City of Bartow	450 N. Wilson Ave 33830 Bartow, FL	Utility Revenue Enhancement Services	2007
Mrs. Karen Hielscher	Customer Accounts Supervisor	khielscher.cs@cityofbartow.net	863-534-0188
City of Zephyrhills	5335 8th Street Zephyrhills, FL 33542	Utility Revenue Enhancement Services	2009
Dave Henderson	Director of Utilities	dhenderson@ci.zephyrhills.fl.us	813-780-0008
North Miami Beach	17011 NE 19th Ave N Mia Bch, FL 33162	Utility Revenue Enhancement Services	2009
Ben Supranski	Assistant Finance Dir for Customer Service	Ben.supranski@citynmb.com	305-947-7581

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In the experience of WCA, no two Utilities apply exactly the same set of criteria to determine customer fees. In each of the contract experiences listed above, WCA researched all appropriate billing policy, rate structure, City Charter, Ordinance and State statute to determine the intended billing methodology. This understanding enabled WCA to correctly and fairly analyze individual customer billings and to recommend only those changes and corrections that fit within existing City and State guidelines. These guidelines determine both billings going forward in time as well as appropriate retroactive billings. This same methodology will be applied by WCA for the City of Lake Wales. The Company's knowledge of the city's system is extensive, due in large part to a project conducted for the City in 2005. Therefore, WCA is well suited to accomplish the goals of this project. The City can be assured that WCA will only recommend account changes that are in accord with the intent of the City in determining customer fees.

The Scope of Work in all of the projects conducted by WCA and listed in the table above is the same as that requested by the City of Lake Wales in RFP # 09-183.

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Section 6. Personnel

WCA is well qualified to perform this study with experienced, full time employees possessing multiple years of hands on practice and skill. As a preeminent provider of this service since 1989, with twenty years experience with utilities of all sizes (some about the same size as Lake Wales), and fourteen years experience in Florida; WCA is well suited to team with the City to fairly and accurately ferret out problematic customer accounts. In summary, WCA's qualifications will benefit the City of Lake Wales in at least the following ways:

- The Company has a proven history of investing the resources necessary to uncover those problem accounts that are not obvious. This level of commitment to the goal of *enhancing revenue* reflects a business plan that is unique. Evidence of the plan's success is reflected in repeat business and consistent succession of new contracts in Florida for over 14 years.
- WCA's proprietary analytical software enables the Company to find problems that are not visible from existing City reports.
- A proven technology that generates found revenue for discretionary use by the City.
- Diverse data handling experience enables quick adaptation to the Lake Wales CIS with an insignificant time requirement of City IT staff - initially or long term.
- The Company is experienced with the inherent challenges of like sized Florida systems.
- The proven approach to account data analysis causes zero impact to the City's CIS.
- An experienced resident Central Florida multi-disciplined staff is available and capable to accomplish the project.
- Local ISI contract operations directed from the local office facilitate a clear understanding of the logistics of field operations in the City of Lake Wales specifically and Central Florida in general, enabling efficient effective operation of this contract.
- The established method employed by WCA provides long term benefit to the City following program completion.
- ~~Provide a proven program that, by its existence, motivates internal personnel toward~~ greater efficiency.
- Provide training in revenue recovery techniques to the City staff.

9D(43)

KEY STUDY PERSONNEL

WCA will perform the service proposed herein with trained management and field personnel with the requisite experience to accomplish the goals of the project. These employees are familiar with field procedures; appreciate the need for a clear understanding of applicable City billing policies, Ordinances, Rules and Regulations; comprehend variations in water distribution and sewer collection systems, and thus are capable of rapid mobilization for the City. Staffing needs for this project will be met by the staff of the local Central Florida office of WCA and by bringing experienced personnel from other locations to assist in specific phases of the project as may be necessary. By approaching the issue of staffing in this manner, WCA can effectively perform the Scope of Work in a timely and effective manner.

The following personnel are proposed herein.

MR. JEFF HADDOCK - Contract Manager

Mr. Haddock is the original manager of the Central Florida regional office. He is responsible for the day-to-day operations, workflow, production and work order processing related to projects in Central Florida. He will be directly involved in the operations of the project proposed herein. Mr. Haddock brings nine years experience to studies related to consumption analysis and billing accuracy, for clients as large as 110,000 accounts. In addition, he oversees the monitoring of consumption for those accounts that have been identified by WCA for additional revenue recovery as a direct result of the project. As a result of his experience and education, he brings skills to the project related to database management, computer networking, plumbing fixture types and utilization, documentation, accounts payable supervision, as well as employee supervisory and administrative duties. Mr. Haddock reports to Mr. Hooper.

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MR. GUS BADNELL – Crew Chief

In the capacity of Crew Chief, Gus is responsible for the requisite account data research, targeted property field investigation and Formal Work Order reporting to the City. He is well versed in providing the quality information needed to remedy unbilled and misbilled service from sewer, stormwater, garbage and water services. In addition, Gus has developed many of the procedures utilized by the Company today, including the assessment of new Work Order types for new utility clients and procedures associated with effective stormwater research. He conducts the day to day activities in the field and ensures compliance with all safety related matters. Gus reports to Mr. Haddock.

MR. STEVEN M. HOOPER – General Manager

Mr. Hooper is responsible for management of *ISI Water Company*. He has over 20 years of hands-on experience in the field of documenting unbilled utility revenue on a performance fee basis for governmental entities. From the first days of the first project of this nature, initiated in March of 1989, through the successful operation of twenty three Florida projects, he has been directly involved in the development of the business plan, operational procedure development, specialized software application/design, flowmeter acquisition and application, national marketing strategy, and financial management. Participation in industry trade organizations and functions such as the American Water Works Association, and the Government Finance Officers Association benefits the firm and clients by staying current with regard to industry trends. He will coordinate all insurance requirements of the study, as well as oversight of company compliance and safety policy. Other duties include project resource allocation, production oversight, asset utilization, personnel deployment, and recruiting (as required). Hooper reports directly to Mr. Tim Herbert, Company President.

The resumes of three project personnel that will be assigned to and/or involved with this project are found on the following pages.

9D (45)

Jeff Haddock
Winter Springs, FL
(407) 382-6626

PERSONAL DATA

Married
3 children

BUSINESS HISTORY

ISI Water Company,
Contract Manager 2000-present

Company manager of projects designed to recover unbilled and misbilled revenue related to water, wastewater and stormwater service for municipal utilities. Specializes in retail billing account analysis and field documentation through the use of the company WATERS software and Transit Time Flowmeter.

Target Marketing 1994-2000
Vice President

Owned and operated small plumbing supply firm in Orlando, FL. Specialized in sales of plumbing supplies to wholesale customers. Managed 20 employees as well as all finances for the firm. Sold interest in firm in 2000.

Orange County 1981-1994
Inventory Manager

Manager of inventory for the maintenance section for the Orange County Sheriff's Office. Inventory control, Purchasing and distribution of product for a 1600 unit fleet of vehicles were among the duties.

9D(46)

Gus Badnell
Winter Haven, FL
(407) 382-6626

PERSONAL DATA

Married
3 children

BUSINESS HISTORY

ISI / Water Company,
Crew Chief 2004-present

Responsible for the day-to-day field operations of assigned contract and management of 1 or more field crews under him. Experienced in account data research, targeted property field investigation and Formal Work Order reporting to the City.

Osceola County 2001-2004
Building Maintenance

Responsible for planning, coordinating, and executing alterations, repair, and maintenance to County Courthouse, Administration building, and Osceola County Child Development Center in Downtown Kissimmee, as pertaining of an electrical, plumbing, mechanical, and structural nature.

City of Lake Alfred 1998-2001
Utilities Worker II

Responsible for the installation, maintenance, and repair of city water lines, sewers lines, water meters, and lift stations. Also, maintained city water and wastewater treatment facilities, conducted sampling at said facilities, and conducted routine tasks (reading water meters) as well.

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STEVEN M. HOOPER

Houston, Texas
281-352-0047

PERSONAL DATA

Married
Three Children

EDUCATION

Bachelor of Science
Texas A & M University (1978)

BUSINESS HISTORY

ISI Water Company
General Manager — March 1989 to Present

Responsible for the management of ISI Water Company. Advise and assist Contract Managers in all matters.

Howe Building Corporation — 1987 to 1989
Project Manger

Nash/Phillips/Copus Homebuilders — 1985 to 1987
General Superintendent

S & S Construction — 1980 to 1985
Owner – Partner

MEMBERSHIPS AND AFFILIATIONS

American Water Works Association - member
Texas Section AWWA – member
Florida Section AWWA – member
Florida Government Finance Officers and City Clerks Association – member

9D.(48)

Section 7. Implementation Plan

The Study work shall consist of 3 general tasks and 13 specific steps that involve actions and decision points of the utility and of WCA. The steps are shown below in written form to explain the detail of each, and a flow chart diagram is included to illustrate the process. Mobilization of this project can be accomplished within thirty (30) days and the discovery phase is expected to be complete within three months and should the revenue opportunity justify additional work, extension years could be utilized.

Good communication is a key to the success of this project. A "start work" meeting shall be conducted with key members of each affected Department. Objectives are spelled out, an overview of the *method of approach* is discussed, and a clear chain of command and reporting is determined. Guidelines for subsequent updates can be established as well. An operational methodology based on good clear communication facilitates maximum production for the City.

TASK I – IDENTIFY AND ANALYZE

Step 1: **Account Data Information Gathering and Review**

Account data is accessed in two ways, first, a download of raw unjoined data run at a consistent point in time each month and second, an electronic link for review of real time data. All necessary data queries and reports are created and run by WCA personnel on WCA computers with no City staff time requirement.

(1) Download

(a) WCA will meet with the City IT representative to identify those needed data fields from the CIS schema to be included in the download (typical staff time 1 hour).

(b) City generates a script (stored routine) that writes raw unjoined tables of data to a file in a comma delimited ASCI format (typical staff time 5 hours).

(c) This file is run at whatever time of day or day of the month is convenient for the City.

(d) WCA retrieves this file in what ever method is most advantageous for the City (portable hard drive, FTP, etc.)

(e) This download is run monthly for the duration of the project, as it is used for initial investigation and to monitor the collection of Individual Service Revenue and thus to determine compensation (varies widely, but typically 1 hour or less per month to initiate the routine to generate the file).

(2) Electronic link – this resource enables WCA to gather current account information. Real time information is obtained through this *read only* password protected modem link to the CIS. This information link allows the rapid reference to additional unique

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pieces of information not contained in the download described above. By gaining access to real time data in this manner, any related City staff time requirement is eliminated.

Data that is typically reviewed includes; historical consumption and billing data as well as standard customer information such as; service address, customer name, meter number, billing codes, unit count, meter installation date, etc. Once this customer account information is in hand, WCA begins the task of adapting its proprietary computer software by **designing a custom front end unique to Lake Wales**. Queries and sort routines that facilitate the identification of unbilled and misbilled service revenue are tailored to Lake Wales account data. These adaptations allow WCA to effectively utilize Utility data in whatever format it may be available. The company's investment in development costs of over $380,000 has yielded proprietary software that is flexible, adaptable and custom built for studies of this nature for the Water and Wastewater industry. It operates independently of the CIS, and in no way impacts the integrity of that data. The analysis of account data in this manner, which is unlike other less effective methods utilized by others, provides significant benefit to the City, including at least the following;

1) Quantity of revenue produced
2) Quality of discoveries and corrective action stand the test of time
3) Accuracy of quantifying revenue enhancement
4) WCA is committed to isolate the more difficult account problems (unknown or unlisted taps and connections), rather than merely the obvious

Step 2: **Account Information Analysis Criteria**

WCA analyzes the reliability of the account data as it relates to billing, identifying those key fields that could negatively impact billing if entered incorrectly. Eighteen years experience has shown many of these criteria to be standard from one City to the next. However, every City has its own unique combination of factors that ultimately determine a customer billing. Therefore, WCA will perform a comprehensive study of the City's rates, Ordinances, Resolutions, billing policies and operational practices to clearly understand the correct method. Armed with this understanding, WCA will review customer accounts for instances of no bills, underbilling and over billing on an individual basis to identify increase revenue opportunities. The accuracy of CIS data pertinent to billing is critical to the success of the project. Typical account data and data analysis criteria include the following:

1) Service codes and resultant billing drivers
2) Meter size, age, type and total recorded flow
3) Meter repair history and frequency

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4) User classification, whether commercial, industrial, multi-family or residential
5) Number of units and calculated consumption per unit
6) Property flow and demand characteristics and how those factors compare with consumption
7) Property geographic location as it relates to water, wastewater and solid waste collection service areas
8) Consumption analysis including monthly, quarterly and annual averages fro year to year
9) Consumption patterns and trends that indicate failed meters
10) Comparison of usage to consumers with like profiles
11) Comparison of property type and/or classification to the appropriate billing rate
12) Meter read/reread history

The Utility's historical data is essential to Step 2 and is the basis upon which the remaining steps are predicated.

Step 3: **Internal Property Selection Report**

WCA produces a Property Report of suspect locations from the data analysis process described in Step 2. This "first cut" report provides a list of accounts ear-marked for further research. Each account record is scrutinized for additional facts that can validate account problems as probable.

Step 4: ***DECISION POINT:***

A preliminary survey of work to be performed is conducted to maximize efficiency and to prioritize the work. Based on this preliminary review, WCA selects properties from the initial analysis for field work.

Step 5: **Field Work Selection Report**

WCA prepares a Field Work Selection Report that identifies the individual accounts and in some cases areas to be researched in the field. WCA submits the report to the Utility for review and approval. This step informs the Utility of WCA's intended field operations, and the location of its personnel within the system.

Step 6: **Field Work Order Issued**

After the Project Manager approves the Field Work Selection Report, WCA issues a Field Work Order to its field personnel. This document will be completed on site and is used to confirm all current property data. All causes of revenue loss will be explored including: meter inaccuracy, service theft, unmetered fire lines, wastewater service problems, coding problems, billing accuracy, and unlisted connections or meters. Generally, customers like seeing water utility representatives in the field.

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This field research typically promotes confidence to the customer that the utility is properly maintaining the system.

Step 7: **Field Research & Account Documentation**

Field personnel conduct site visits to research the property for all information required on the Field Work Order, often including, but not limited to, the following information:

1) Date and time of research
2) Type of property
3) Classification of water service
    a. Domestic
    b. Fire
    c. Irrigation
    d. Process
4) Approximate building square footage
5) Number of dwelling units
6) Current and historical occupancy information
7) Meter location, ID #, size, manufacturer and type
8) Current meter reading
9) Preliminary evaluation of meter's operating condition
10) Individual contacted
    a. Name
    b. Title
    c. Telephone number
    d. Hours of availability

Note: Additional fieldwork is frequently required subsequent to the initial contact. Follow-up research may be necessary to:

- Insure positive customer relations
- Confirm short period and off peak period use
- Gain access to specific locations previously denied

Step 8: ***DECISION POINT*: Potential Revenue Enhancement**

Once field account analysis and field work are complete, WCA selects specific accounts with the potential for revenue enhancement for submission to the City. Accounts not selected will be filed systematically for future reference.

<u>TASK II</u> – QUANTIFYING REVENUE ENHANCEMENT

Step 9: **Formal Work Order submission**

WCA will submit to the Utility a Formal Work Order on an account-by-account basis with complete documentation where additional revenue recovery is possible. This report provides complete and accurate documentation for use by the City to update and correct customer records. The document is a report produced by the WCA software,

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written specifically for the City of Lake Wales. Included in this standard document is the projection of incremental revenue increase. *This projection is essential to the utility, in that accurate projections must be in hand before decisions can be made as to the relative importance of problem correction and as to the cost effectiveness of the remedy.* This projection is supported by precise calculations that are based on the property analysis and the analysis of the meter or meters in question. In addition, when required and where conditions permit, WCA will provide electronic flow measurement utilizing non-pipe intrusive Transit Time Flowmeter. Measurements from the flowmeter serve to verify and document unauthorized flow through unmetered fire lines, for example, and serve to confirm the accuracy of large meters. This capability enables more accurate projections, and therefore is a substantial benefit to the utility in TASK II. The Formal Work Order typically includes the following support documentation:

1) Historical and current account data
2) Property Selection Report
3) Field Research Report
4) Notes, sketches, test results, photographic evidence
5) Discovery notes and comments
6) Recommended corrective action

All problems noted in the system are mapped by address in the mapping software to determine the frequency and location of problems in the system.

Step 10: ***DECISION POINT***:

The City will review the Formal Work Order and approve WCA's recommended changes. The City retains the ultimate unilateral right to approve each Formal Work Order submitted. Any Formal Work Order not initially approved will be returned to WCA for additional work and resubmission, and/or filed for future reference.

TASK III – COORDINATING THE IMPLEMENTATION AND EXECUTION OF CORRECTIVE ACTION

Step 11: **Corrective Action**

Following Formal Work Order approval, the necessary changes will be made to the account. These changes fall into two broad categories; changes in billing and changes to the physical service. WCA will assist the utility by coordinating the necessary activities and/or procedures between the various disciplines by acting as liaison to resolve issues that might otherwise stalemate the remedy. Examples of this assistance: generating interdepartmental correspondence, preparing letters for City signature that notify customers, as well as the assimilation of signed hardcopy for archive purposes. Water Company of America takes great

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pride in its ability to work cooperatively with our utility partners to ensure follow-through with corrective action.

If the remedy requires field work, the City shall determine whether it will timely accomplish the task or assign the work to WCA. If assigned, WCA will prepare a detailed line item budget identifying resource requirements including labor, material, equipment, markup and a project schedule and specific procedures for correcting the situation. All field analysis and scheduling will follow City scheduling and operating procedures and be accompanied by City staff from the respective divisions affected.

Should the Department choose, WCA could accomplish the necessary physical changes in the field. Should this prove to be an option exercised by the Department, an effective method to utilize increase revenue generated by the project can be employed to accomplish meter repair or change-out, when that is required.

Step 12: **Identified New Revenue on Accounts**
Once the change to the account is complete, the Utility will identify (flag) the account in the Utility Billing Database as one to which WCA is eligible for participation in a share of increase revenue.

Step 13: **Reports and Proposed Revenue Sharing Plan**
WCA compiles and delivers a monthly report (Detailed Revenue Report) to the City that details the collected revenue for the period and calculates WCA compensation. This amount is based on actual account collection. The collection activity is monitored from the same monthly download of account data identified in Step 1. The revenue report is generated on an account-by-account basis, for review and approval by the Department. This eliminates the need for the utility to expend the resources necessary to write a computer program to accomplish the task, while reserving to the utility the approval authority for the disbursement of increase revenue. The monthly report summarizes each month's activity and typically includes the following information:

1) Formal Work Order approval date
2) Account number
3) Formal Work Order Number
4) Service address
5) Billing period/counter
6) Increase revenue calculation
7) WCA share of Increase Revenue

In addition, WCA will prepare a Status Report to the City. If desired by the City, the frequency can also be determined by the City. This custom

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report details those specific pieces of information meaningful to the City related to the documentation of revenue findings. This report is not "canned" but is tailored to the needs and desires of the City. This approach to reporting, as well as to final reporting at the contract end is possible because the full picture of an account is available from one database source; history, findings, discovery notes, type of find, type property, corrective action, problem resolution, and records of Increase Revenue collections over time. This information is available for inclusion on any requested report, monthly or otherwise – on demand. This flexibility has been very well received by managers in past. This approach to the typical need for progress reporting is significantly more meaningful to the client than a "one size fits all" approach offered by others.

WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

The methodology of the Proposed Revenue Sharing Plan is as follows;

1) Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Study.
2) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a Bonus Payment for such Work equal to the agreed on percentage of all Increased Revenues for a 36 month period thereafter.
3) Definitions:
    a. **"Account"** is defined as a particular Water, Wastewater, Stormwater or Sanitation Service of the City. This definition includes all unauthorized taps or connections discovered by WCA that previously had not been given an Account number by the City.
    b. **"Base Revenue"** is defined as the average monthly billings on an Account for up to the twelve month period immediately preceding WCA Documenting the Find.
    c. **"WCA Share"** is defined as the fee to be paid by the City to the WCA for performance of duties under this Contract, computed in accordance with "Payment" below.
    d. **"Customer Information System"** (or "CIS") is defined as the system used by the City to bill and to account for customer activities.
    e. **"Contract Administrator"** is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

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f. **"Documenting the Find"** is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.
g. **"Formal Work Order"** shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has effected.
h. **"Increased Revenue"** is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, subsequent to Documenting the Find and to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.
i. **"Research Report"** is defined as the information generated by WCA in the field that substantiates unbilled/misbilled revenue.
j. **"Water, Wastewater, Stormwater or Sanitation Service"** is defined as the physical location of a City consumer, both known and unknown to City, which utilizes utility services provided by the City.
k. **"Work"** is defined as WCA efforts towards making changes or modifications to an Account in order for the specific utility service to be properly and accurately billed.

The above 13 tasks are illustrated in the following flow diagram charts:

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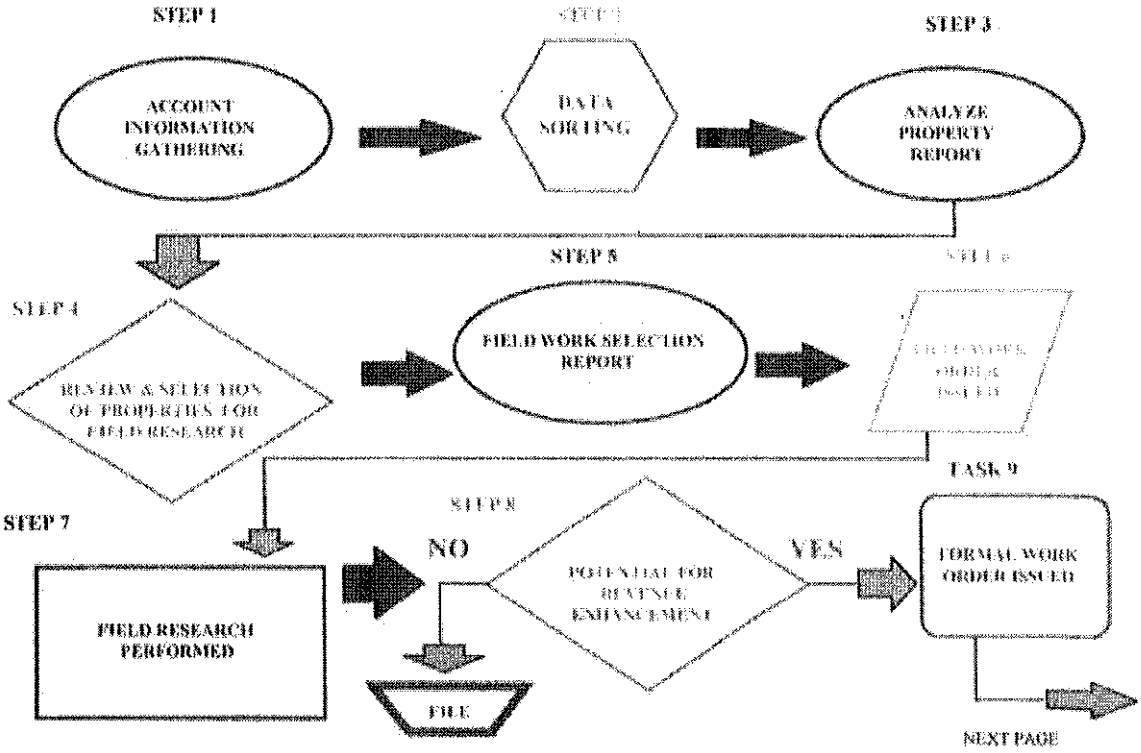
PROGRAM TASK PROCESS - RESPONSIBILITIES OF WCA



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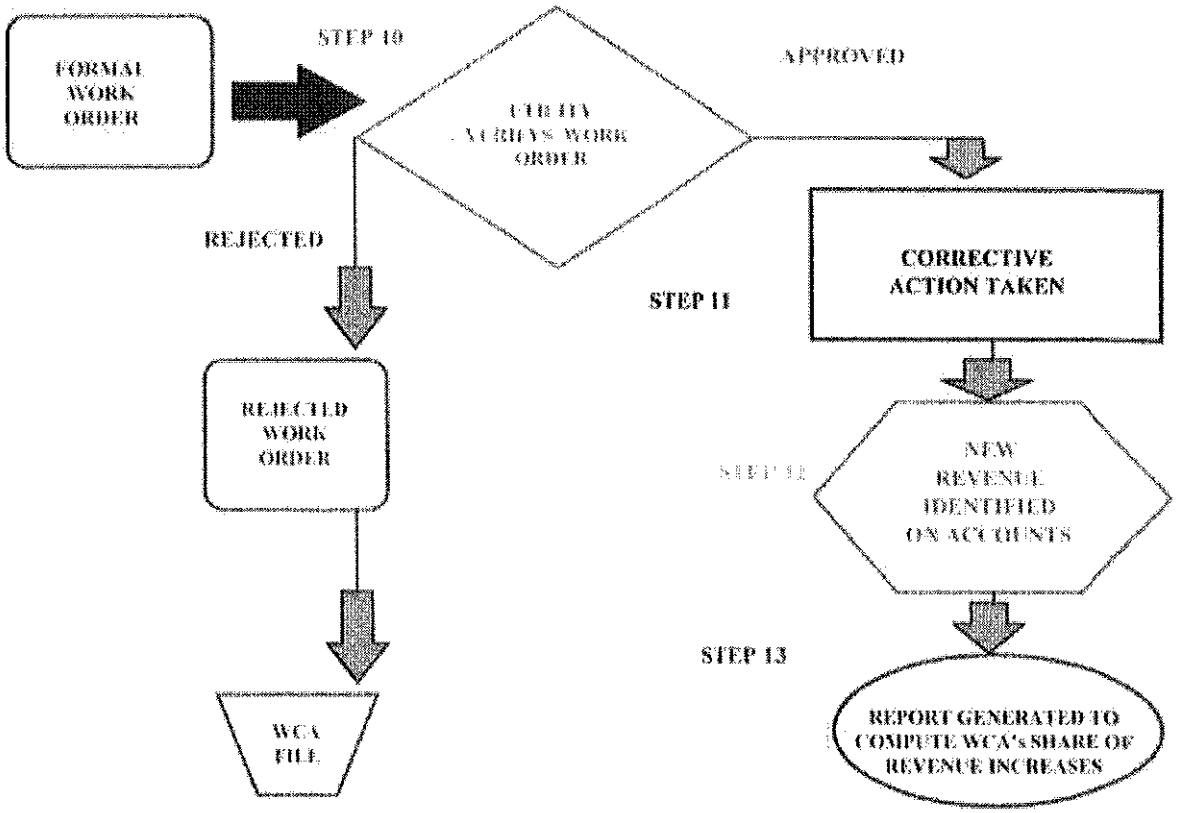
PROGRAM TASK PROCESS - RESPONSIBILITIES OF THE UTILITY



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The WCA program utilizes technical work methods conducted in an efficient manner and designed to optimize revenue impact without disruption to normal operating procedures of the Utility. All WCA field operations will be conducted in a manner consistent with requirements imposed by the Utility on its own personnel. Some of the basic WCA rules of operational conduct are listed below.

- WCA will advise the Utility of all fieldwork performed.
- WCA will conduct all operations to comply with applicable Department procedures.
- WCA employees will adhere to all applicable safety requirements of City and the WCA.
- WCA will insure that property conditions affected by field research activity will be returned to original or better than original condition.
- WCA vehicles will be clean and clearly marked with the Company Logo.
- WCA employees will be uniformed.
- WCA employees will display identification badges affixed to the employee's uniform.
- WCA employees will at all times maintain a neat and clean appearance that represents the professionalism of the Utility and WCA.
- WCA employees will exhibit a courteous and polite manner when dealing with any customer of the Utility.

SCOPE OF WORK

The accurate measurement of water is the means by which water utilities generate revenue to offset expense, determine equitable fees among users, promote conservation and minimize wastewater treatment loads. WCA will assist the Department in identifying causes of, and suggesting remedies for system inaccuracies and deficiencies with respect to water metering, and associated water and wastewater billings. System inaccuracies arise from many situations. Some of these situations are: meters out of calibration, unknown meters, unauthorized taps, unauthorized fireline usage, meter bypass abuse, inaccurate submeter credits, and other conditions that are routinely encountered. These inaccuracies can be identified and corrective action taken to insure compensation for services rendered.

In general, the above situations can be grouped into the four major categories listed below:

- Meter Inaccuracy and Malfunction
- Service Theft
- Unmetered Firelines
- Other Unbilled or Misbilled Usage

These categories are addressed in the text that follows.

A. METER INACCURACY

It is critical for any Utility to be able to identify those meters within the utility system that perform below accepted levels of efficiency. Three typical contributing factors are:

- Failure of Meters and Other Mechanical Devices
- Lack of System Capabilities
- Budgetary Limitations

Problem # 1: Failure of Meters and Other Mechanical Devices

Problem Explanation: A meter's propensity for accuracy loss and potential failure is due to the very nature of a mechanical device with moving parts. This accuracy loss is random among meters and often cannot be predicted. When vandalism and other meter damage issues are added to the equation, the problem of inaccuracy becomes even more unpredictable.

Solution # 1: WCA has developed systems to detect abnormal trends that may indicate mechanical failures in a timely manner. The analysis of these trends, coupled with field investigations, will detect meter failures. Field investigations will determine if there is a potential for loss of revenue. Based upon the field work performed, WCA will recommend the appropriate course of corrective action. As a result of these actions, the potential for revenue increases will be greatly enhanced.

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Problem # 2: *Lack of System Capabilities*

Problem Explanation: An example of the lack of system capabilities is as follows. A meter read is taken on a meter that is not performing to standard and registering low reads. This situation has occurred over an extended period of time. The meter reader has no concept of prior consumption for the given property. The meter reader has no data to correlate with property characteristics such as property size, activity of occupant and occupancy rate. Therefore, an inaccurate meter with a history of low reads would not show a consumption pattern that would be indicative of a problem.

Solution # 2: WCA utilizes a system that compares like properties and isolates consumption differences. Consumption differences of this nature are selected for field review. The field review process confirms or denies consumption patterns with property characteristics.

Problem # 3: Budgetary Limitations

Problem Explanation: Budgetary limitations may restrict Department personnel from performing efficiently in isolating meter inaccuracies. Meter repair programs are usually limited to replacing known malfunctioning meters. Department personnel may be diverted from looking for meter inaccuracies to work on other distribution problems. Several operational factors impacted by this limitation are:

- Allocation of existing manpower
- Staffing capability
- Acquisition of testing equipment
- Acquisition of fleet and facility support

Solution # 3: WCA's program will provide a system for identifying meter inaccuracies at no cost to the Department during the term of the contract. All meter testing performed by the WCA shall recognize American Water Works Association (AWWA) standards, as utilized by the Department.

B. SERVICE THEFT

Service theft is the act of receiving water and/or wastewater service without proper remuneration. There are many factors that contribute to this problem, and the discovery of each factor must be approached systematically. Service theft can be divided into two broad categories, intentional and unintentional. These categories are discussed separately below.

1. INTENTIONAL SERVICE THEFT

Intentional service theft is the deliberate act on the part of a consumer of receiving service without proper remuneration to the utility. In general, intentional service theft is achieved from the following situations:

- Incorrect Piping Arrangements
- Usage on "Inactive" Accounts
- Emergency Meter Bypass Abuse
- Fire Hydrant Abuse

Problem # 1: Incorrect Piping Arrangements.

Problem Explanation: Theft of service can result from incorrect piping arrangements. Tampering is generally involved in these situations. Some examples of these situations are as follows:

- Straight connects or an illegal cut-across
- Installing a jumper after a meter was pulled, subject to the limitations below.
- Removing a lock after a lock-out procedure, subject to the limitations below.
- Removing a blind gasket after service termination

Solution # 1: WCA will identify these situations by way of account review and on-site inspection of suspect locations. A comprehensive field analysis of known problem areas will often reveal cases that can not be traced via Departmental data. When multiple problems occur in a specific area, a saturation survey of the entire area is conducted to verify that all connections are proper.

Problem #2: Usage on "Inactive" Accounts

Problem Explanation: An account could be classified within the Department's system as "inactive". However, the meter serving this account could be in use.

Solution #2: Subject to the provisions below, WCA typically will make a field inspection on accounts classified as "inactive". Inactive accounts utilizing service will be identified and appropriate documentation submitted to the Department to initiate a change in account status. However, WCA will not receive compensation on Accounts in which the Department has terminated service due to non-payment of bills, also known as "cut off for nonpayment" or "CONP". These "known" (to the City) cases may often result in meter removal by the Department, which in turn may result in the illegal installation of a jumper by the customer. The Department has in place a process to field check all such accounts as part its routine procedures and therefore, for the sixty day period following a CONP, findings of jumpers or other illegal connections on such accounts are not subject to payment by the Department to WCA under the terms of this Agreement. WCA will investigate and submit findings only after the stipulated time period established by the City has been exceeded on the account.

Problem # 3: Emergency Meter Bypasses

Problem Explanation: The abuse of large meter emergency bypasses contributes to the theft of service problem. Open meter bypasses are especially difficult to identify when it represents only a portion of total usage. For example, a bypass could be partially opened thus allowing

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unmetered service and yet not prompting action since an account billing is being generated.

Solution # 3: WCA will identify all bypassed meters within the Department's system. Resolution of the bypassed meter problem is based upon a focused investigation of all meter installations with meter bypasses. WCA will physically inspect all bypassed meters on a regularly scheduled basis to determine if unmetered service is being provided. Only if a situation is found that is unknown to the City, and for which no active City Service Work Order is in effect, and has existed for a period of sixty days or longer, will WCA submit the item as a "find".

Problem # 4: Fire Hydrant Abuse

Problem Explanation: Service theft is compounded by the use of fire hydrants supplying water for purposes other than extinguishing fires. The Department controls the majority of these situations by way of policy and procedure in their rules and regulations

Solution # 4: WCA will review the existing policies and procedures as they relate to fire hydrants. If there appears to be any revenue enhancement potential that can be acted upon, recommendations will be made to the Department. These recommendations will include a benefit to cost analysis of any suggested solutions.

2. UNINTENTIONAL SERVICE THEFT

Unintentional service use is defined as the receipt of water and/or wastewater service for which the customer has no knowledge. In general the following situations are the cause of this type of service theft:

- Incorrect Piping Arrangements
- Incorrect Account Data

Problem # 1: Incorrect Piping Arrangements

Problem Explanation: The unintentional incorrect piping arrangement is a common contributor to the unbilled revenue problem. Accurate site utility plats are not always available during construction. These plats indicate which tap serves a particular location. If a tap is not identified correctly with the property receiving the service, errors occur. For example, if an adjacent location's tap is incorrectly identified, the property could ultimately receive water through a meter not associated with that property.

Solution # 1: WCA will locate incorrectly identified property by conducting comprehensive on-site inspections of selected properties, customer account research and comparisons to other adjacent properties. By performing these inspections, many instances of this kind will be discovered and the appropriate remedy will be submitted to the Department for corrective action. However, if the taps are being billed, no additional revenue will result. Therefore, WCA will not receive compensation on such Accounts.

Problem # 2: Incorrect Account Data

Problem Explanation: The tap or meter that is not correctly identified with the appropriate property is often unbilled. Sometimes a location is served by more than one tap. One meter can be generating legitimate billings while another is not. Confusion of service address with meter location can be a problem leading to incorrect account data. For example, a secondary meter might be physically located on a side street away from the primary or known meter. The second meter carries a different street address and normal search procedures by the Department result in fruitless efforts to locate, read or maintain the account. This occurs frequently in developed areas that were annexed by the Department and where installation records and "as built" drawings were not equivalent to those required by the Department today.

Solution # 2: WCA will compare like properties with similar usage characteristics to identify those consumers with lower than anticipated consumption. Ultimately, the correct association of multiple connections to a single property can only be ascertained by comprehensive field inspection and testing.

C. UNMETERED FIRELINES

The Department has established policies designed to minimize the abuse of unmetered firelines. Regulations specifically restrict unmetered fireline use. The Department's policy regarding Detection Check Meters provides further safeguards against abuse. WCA will, by way of physical property research, make appropriate reports to the Department should any customer be found to be out of compliance with the Rules and Regulations.

Problem # 1: Unauthorized taps on Unmetered Firelines

Problem Explanation: The existence of connections made to unmetered firelines for use other than intended represents a loss of revenue faced by all utilities. The problem can be categorized into three basic areas:

- Deliberate, illegal taps into fire systems
- Control measures on identified firelines, such as detector check meters that are inoperative or are not checked routinely
- Unmetered firelines that have no control devices to indicate usage

Solution # 1: WCA will isolate unmetered fireline abuses by researching properties with known service as well as searching for connections that are unknown to the Department. A few of the methodologies employed are:

- Focus research on recently annexed areas and within areas of the system built during periods of rapid growth.
- Research a random sample of that portion of the account population with known firelines.
- Site inspections of a property always include an inspection of the fire protection

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system components.

- In the case of large-scale installations with pressure alarms, a non-intrusive portable flowmeter will be utilized to verify unauthorized flow.
- Other relevant databases of information such as State or Local fire insurance records can be compared to Departmental data regarding fireline billings.
- The piping arrangement present in any location is traced and identified to the greatest extent possible.

D. OTHER SYSTEM DEFICIENCIES AND UNBILLED SERVICES

A multitude of factors impact the ability of the Department to bill correctly for its services. Other than those areas previously discussed, the following problems have been encountered in other utility systems. Other unbilled or misbilled usage can be the result of the following situations:

- Incorrect Account Data
- Abuse of Submeter Allowances
- Unknown Accounts

Problem # 1: Incorrect Account Data

Problem Explanation: An example of this type of problem is as follows. A building is served by an unmetered fireline. However, the Customer Information System has no record of this data. Therefore, the Department may be losing revenue because of incorrect account data.

Solution # 1: Standard operating procedure utilized by WCA via its field research techniques is to verify all existing account data against actual property configurations. In that all account data is verified with the physical property configurations, discrepancies are noted and communicated to the Department by way of a Formal Work Order.

Problem # 2: Abuse of Submeter Allowances

Problem Explanation: Submeters allow credits for wastewater charges due to non-returned water to the sanitary system. Submeters for such uses as irrigation, processes and coolant towers provide reasonable usage credits to end users. However, if they are not properly installed, configured and monitored they can be abused. The net result of such situations is that the Department may not receive the appropriate remuneration for wastewater services.

Solution # 2: WCA will undertake a study of all known Submeter Account billings within the Customer Information System. All such properties will be researched to determine the validity of these credits with respect to credit calculations, and the appropriateness of those accounts receiving such credits.

Problem # 3: Unknown Accounts

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Problem Explanation: Most major utilities have experienced growth by way of annexations of existing systems. If the accounting data from these acquired systems was not correct during the conversion, the probability is high that subsequent corrections to this data may not have been made. Also, if the utility has experienced billing system conversions, some accounts tend to be lost during the conversion. Unknown accounts produce no revenue for the utility, while adding to the unaccounted-for water loss equation.

Solution # 3: Standard operating procedure for WCA field crews is to make checks of adjacent properties while performing selected field research. WCA's standard operating procedure utilizes radio-dispatched crews to perform field research. WCA's office staff uses a computer link to the Customer Information System to retrieve current account data. Communication between office staff and field personnel enables WCA to verify information on adjacent properties which may be unknown.

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Section 8. Authorized Negotiator

Steven Hooper, General Manager is authorized to negotiate contract terms and render binding decisions of contract matters.

Miscellaneous

INSURANCE COMPLIANCE STATEMENT

WCA has reviewed the Insurance requirements of this RFP as described in Appendix A and will comply with coverage as specified. Should WCA be selected to perform this project for the City, appropriate Certificates of Insurance naming the City as additional insured on all policies except Worker's Compensation. A certificate will be furnished to the City prior to commencement of work.

EQUAL EMPLOYMENT OPPORTUNITY

ISI Water Company is an Equal Employment Opportunity employer. As is stated in the Declaration of Policy of the Company's Affirmative Action Plan: "ISI Water Company affirms its commitment to the submittal of an Affirmative Action Plan for the purpose of maintaining equal employment and promotional opportunity for all persons with particular emphasis on the minority and women work-force population..." This statement does not simply reflect a Company position or posture on the issue, but is put in practice, as consistently evidenced by the Company's EEO report.

UTILITY REVENUE ENHANCEMENT SERVICES
FOR THE CITY OF LAKE WALES
#09-183

PRICE PROPOSAL

For any work performed by the proposer which results in increased revenue for the City of Lake Wales in accordance with the provisions of the RFP, the proposer shall be paid fifty percent (50%) of all increase revenue for a term of thirty-six (36) months thereafter.

For the purpose of this RFP, increased revenue shall mean the difference between the amount of monthly income received by the City on an account subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the City, including retroactive collections made as a result of work by the proposer.

The proposer is responsible for all direct and indirect costs associated with the performance of the work necessitated under this RFP, except for service and meter installations, replacements, and repairs, which shall be performed by the City.

WITNESSETH:

(signature) (signature)

Jeff Haddock (print name) Gus J. Badrell (print name)

ATTEST:

ISI Water Company (firm name) (signature)

September 23, 2009 (date) Steven Hooper (print name)

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Mail To:
City of Lake Wales
Attn: Purchasing Agent
P.O. Box 1320
Lake Wales, Florida 33859-1320
Phone: (863) 678-4182

City of Lake Wales

VENDOR APPLICATION

Name of Firm (include DBA): TSI Water Company (Fictitious Name-Water Company of America)

Mailing Address: PMB 320, 2200 Winter Springs Blvd. ste 106

City: Oviedo | State: FL | Zip Code: 32765-9344

Remittance address (if different from mailing address)

City | State | Zip Code

Principal Contact for Firm: Jeff Haddock

Telephone Number (include area code): 407-382-6626 | Cellular/Pager Number (include area code): 321-229-9154 | Fax Number (include area code): 407-574-7212

E-Mail Address: jeff@watercompanyofamerica.com | Web Site Address: watercompanyofamerica.com

The above person is authorized to sign bids, offers, contracts and checks: [ ] Yes [✓] No. (If no, list below who is an authorized authority)
Steven Hooper

Federal I.D. Number: 20-2413479 | Occupational License Number | Occupational License Issuing Jurisdiction

Business is licensed (unless exempt by applicable law), permitted or certified to do business in the State of Florida: [✓] Yes [ ] No
License # F05000006430

Does your firm have a drug-free workplace program? [✓] Yes [ ] No.

Type of Organization:
[ ] Individual/Sole Proprietorship [ ] Partnership [ ] Joint Venture [ ] Association
[✓] Corporation: Incorporated under the laws of the state of Texas
[ ] Non-Profit Organization [ ] Cooperative, Receivership, or Other Entity Type

Firm is: [ ] Independently Owned [✓] A subsidiary, affiliate or division of Infrastructure Services, Inc. (Parent Company)
Location of Main Office: [ ] Within City Limits [ ] Polk County [ ] Other Florida County [✓] Outside Florida in USA [ ] Outside USA

Terms For Payment: In accord with City and State Statute
Bonding Capacity: [ ] Don't know [ ] Under $100,000 [✓] Over $100,000

Women/Minority Business Enterprise (W/MBE) Status:
Check appropriate box: [ ] Female [ ] Black [ ] Asian/Pacific Islander [ ] American Indian/Alaskan Native [ ] Hispanic Origin
Is your firm certified as a minority business with another governmental agency? [ ] Yes [ ] No
If yes, name of agency: _____

Is your business interested in providing goods and services during an emergency or disaster? [ ] Yes [✓] No.
If yes, 24-hour emergency contact person's name: _____
Telephone Number _____ Cellular/Pager Number _____

REFERENCES: (Include other government agencies, if applicable)

Name of Firm	Contact Person	Telephone Number
Polk County	Charles Richards	863-298-4135
City of Lakeland	Gary Ross	863-834-6093
City of Winter Park	Delsia Margraf	407-599-3371
City of Bartow	Karen Hielscher	863-534-0188
City of Zephyrhills	Dave Henderson	813-780-0008

CERTIFICATION:
I certify that the information supplied herein, including all pages attached, is correct, and that neither the applicant nor any person (or concern) in any connection with the applicant, or a principal officer, so far as known, is now debarred by the City of Lake Wales, or otherwise ineligible, from bidding for furnished materials, supplies, or services to the City or any agency thereof.

Signature	Title	Date
[signature]	General Manager	September 3, 2009

9D(69)

CITY OF LAKE WALES RFP REGISTRATION FORM

Please register immediately upon downloading a "Request for Proposals" package so that we may insure your receipt of any addenda. If we do not receive this form in a timely manner, we will not send addenda to you.

Date: September 2, 2009

RFP #: 09-183

RFP Title: Utility Revenue Enhancement Services

Name of Business: ISI Water Company

Mailing Address: PMB 320, 2200 Winter Springs Blvd. Suite 106

Oviedo, FL 32765-9344

Phone: 407-382-6626

Fax: 407-574-7212

Contact Person: Steven Hooper

Email Address: steve@watercompanyofamerica.com

9D(70)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
ISI Water Company

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
711 Rankin Rd.

Requester's name and address (optional)

City, state, and ZIP code
Houston, TX. 77073

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 2413479

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ September 25, 2009

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

9D (71)

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this September 3, 2009
by Steve Hooper who is personally known to me and who did ✓ did not ___
take an oath.

Pamela Smith
Notary Public, Commission No.: 128016411-2
My Commission Expires: 8-21-13

Pamela Smith (printed name)

PAMELA D. SMITH
Notary Public, State of Texas
My Commission Expires
August 21, 2013

9D (72)

UTILITY REVENUE ENHANCEMENT SERVICES
FOR THE CITY OF LAKE WALES
#09-183

PRICE PROPOSAL

For any work performed by the proposer which results in increased revenue for the City of Lake Wales in accordance with the provisions of the RFP, the proposer shall be paid _____ percent of all increase revenue for a term of thirty-six (36) months thereafter.

For the purpose of this RFP, increased revenue shall mean the difference between the amount of monthly income received by the City on an account subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the City, including retroactive collections made as a result of work by the proposer.

The proposer is responsible for all direct and indirect costs associated with the performance of the work necessitated under this RFP, except for service and meter installations, replacements, and repairs, which shall be performed by the City.

WITNESSETH:

_____ _____
(signature) (signature)

_____ _____
(print name) (print name)

ATTEST:

_____ _____
(firm name) (signature)

_____ _____
(date) (print name)

9D(73)

Appendix A

INSURANCE GUIDE I - MINOR CONTRACTS FOR SERVICE

STANDARD INSURANCE LANGUAGE TO BE UTILIZED IN CONTRACTS
MEETING "GUIDE I" SPECIFICATIONS

SPECIFICATIONS:

Project will not exceed 30 calendar days
Project cost will not exceed $50,000
No unusual or high hazards present

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than $300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than $300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

The (Contractor/Vendor) shall furnish the (Entity) with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The (Entity) is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the (Entity) before the commencement of any work activities.

Rev. 3/02

9D(74)

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, Interim Finance Director
Date: August 28, 2012
Re: Foreclosure Registry

Background:

The City of North Bay Village has had its share of foreclosures/abandoned properties during the past 3-4 years. We continue to have properties in foreclosure as the market has not fully recovered for the commercial and housing properties reduced valuations. This may go on for a couple of more years. It is my understanding that the City code enforcement officer has been handling the foreclosure tracking and dealing with the property owners as they change ownership during this ever changing environment. I have requested him to provide a list of the properties that he has been tracking.

There are several Cities and Counties that have created a "Foreclosure Registry" to deal with the vacant and/or abandoned properties within their jurisdictions. The enclosed Sun/Sentinel articles quotes that there are about 20 cities and county governments in Florida that contract with a private firm to track the ownership of foreclosed properties. This firm is Vascantregistry.com and they are located in Melbourne Florida. They currently have 34 cities/counties under contract at this time. The following cities in Miami-Dade currently contract with this firm for their foreclose registry program.

Coral Gables
Cutler Bay
Homestead
Miami Gardens
Virginia Gardens

Current

I spoke to Mykle Douglas of Vacantregistry.com and he explained that their service provides more than a foreclosure registry. They can extract all of the data for any city in Miami Dade County and create a data base that the contract city can access. They provide the software to access the data as well as use their system to update all city and code enforcement actions on

11A(1)

each property. This becomes a data base for the City's code enforcement operations. Currently the code enforcement officer uses an Excel spread sheet program to track the property and code issues.

Mr. Douglas explained that the company keeps the data base current because they access all of the recording agencies daily to update this data base. This includes the property appraiser's office, the county recordings and the court system. With them receiving the data daily the data base stays up to date and relieves the code enforcement officer from performing these tasks.

They have a standard contract for all units of government that they contract with. The City would adopt an ordinance that established the regulations and set an annual registration fee. Most cities are charging $150.00 per year. Vacantregistry.com would agree to perform these functions of maintaining the data base and providing the City with the operating software for code enforcement, or any City department to use for an annual fee of 50% of the registration fees collected. This could also be used by utility billing or other departments to locate names and addresses of new owner or property managers.

They provide training on the system and they have a help desk to assist with that items that come up with the use of the system on a daily basis.

Mr. Douglas looked up the City of North Bay Village's current foreclosures and there are about 200 at this date. We discussed the distribution of these and we agreed that probably a large portion of these are condo units. This is based on the fact that we have about 400 single family residential properties and about 3,700 multi family units (condos). The City would require registration of all foreclosed properties regardless of type of property.

If all properties were registered and paid the $150.00 annual fee that City's first year revenue would be around $ 15,000. The second and later year's revenues would depend on the number of current foreclosed properties. The company would continue to maintain the data base daily for the 50% split of annual registration fees collected.

I have Vacantregistry.com's sample contract and I have the ordinances from Cutler Bay and Oakland Park for samples.

11A(2)

ORDINANCE NO._____

AN ORDINANCE OF THEA CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA CONCERNING MAINTENANCE OF PROPERTY, PREVENTION AND ABATEMENT OF PUBLIC NUISANCES, AND REGULATING DISTRESSED REAL PROPERTY; AMENDING CHAPTER 95 "HOUSING", OF THE NORTH BAY VILLAGE MUNICIPAL CODE OF ORDINANCES BY AMENDING SECTION 95.01, TO BE ENTITLED "DISTRESSED PROPERTIES" RELATING TO PROCEDURES FOR THE REGISTRATION AND MAINTENANCE OF REAL PROPERTY IN FINANCIAL DISTRESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)*

WHEREAS, the City Commission of the City of North Bay Village (the "City") finds that distressed properties, or property subject to a mortgage which is in default, may often facilitate situations causing neighborhood blight; and

WHEREAS, the City Commission finds that during this time of mounting economic problems, neighborhoods should be protected from becoming blighted due to the lack of adequate maintenance and security of distressed properties or properties subject to mortgages which are in default; and

WHEREAS, the abandonment of real property due to foreclosure or a default in a mortgage often produces a situation in which mortgagees are left to tend for property and seldom closely supervise such property, thereby allowing the property to deteriorate; and

WHEREAS, the City Commission finds that mortgagees have an interest in maintaining the distressed real property or property subject to a mortgage which is in default; and

WHEREAS, the City Commission finds that, as provided for by this ordinance, the mortgagee's registration of distressed real property, will establish a contact person for the City to address concerns regarding the maintenance and security of the real property; and

11A(3)

WHEREAS, the City Commission finds that it is in the public interest to address safety and aesthetic concerns and the economic order of the community, in order to assure that abandoned or distressed real property subject to a mortgage will continue to be maintained and secured and that blight will not occur; and

WHEREAS, the City Commission finds that it is necessary to provide for a consolidated summary of procedures for the maintenance of distressed property as provided herein by amending Chapter 95 of the City Code; and

WHEREAS, the City Commission of the City of North Bay Village, Florida deems it to be in the best interest and welfare of the residents of the City to prohibit the creation of public nuisances which pose a detriment to the community and to facilitate the abatement of such nuisances, as provided herein by amending Chapter 95 of the City Code.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS[1]:

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

Section 2. **City Code Amended.** That Chapter 95 "Housing" of the North Bay Village Municipal Code of Ordinances is hereby amended by amending Section 95.01 which shall read as follows:

Sec. 95.01. Distressed Properties.

This Article may be cited as the "Distressed Properties Ordinance."

(A) Purpose and intent.

It is the purpose and intent of the City to:

114(4)

[1] Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by ~~strikethrough~~.

(1) Establish a process to address the deterioration and blight of City neighborhoods caused by the increasing amount of abandoned, foreclosed or distressed real property located within the City which includes property, whether vacant or occupied, that is in default on the mortgage, has had a lis pendens filed against it by a Lender holding a mortgage on the property; is subject to an ongoing action to foreclose on a mortgage or an application for a tax deed or pending tax assessors lien sale; has been the subject of a foreclosure sale where the title was retained by the Lender; or where ownership has been transferred to a Lender or mortgagee by any legal method; and

(2) Specifically establish a distressed property registration and maintenance program as a mechanism to protect residential and commercial neighborhoods from being blighted through the lack of adequate maintenance and security of Distressed and foreclosed properties.

(B) Definitions.

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

(1) "Distressed Property" means any real property located in the City, whether vacant or occupied, that is in default on the mortgage; has had a lis pendens filed against it by the Lender holding a mortgage on the property, is subject to an ongoing foreclosure action to foreclose on a mortgage, or an application for a tax deed or pending tax assessors lien sale; has been the subject of a foreclosure sale where the title was retained by the Lender; or where ownership was transferred to the Lender or mortgagee by any legal method. The designation of a property as "Distressed" shall remain in place until such time the default on the mortgage is cured or the property has been sold to a new property owner who is not a Lender as defined in this section and the property is occupied under the new ownership.

(2) "Evidence of vacancy" means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned junk, trash or garbage, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

(3) "Legal Agent" means an employee or designee of a Lender designated by the Lender for purposes of receiving legal notices relating to real property.

(4) "Lender" means the owner and holder of a note and mortgage or other similar instrument that secures a debt upon the property and the servicer of said note and mortgage as well as the assignee of any rights or ownership acquired by the Lender in a foreclosure action or by any other means.

11(A5)

(5) "Maintenance Agent" means a local property manager, property maintenance company or similar entity located within Palm Beach, Broward or Miami-Dade Counties, responsible for the maintenance of distressed property.

(6) "Properly Secured" means maintenance of a structure such that it is not accessible and shall include, but is not limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing of the window.

(C) Establishment of a registry/Fee.

Pursuant to the provisions enumerated in subsection (D), the City Manager or designee shall establish a registry cataloging each Distressed Property within the City, containing the information required by this Article.

(1) The City Manager or designee shall use the information collected in the registry to establish a schedule for the monitoring of Distressed Property located within the City.

(2) The City Manager or designee shall charge an annual registration fee of two hundred fifty dollars ($250.00) for each Distressed Property to be listed in the registry. A new annual fee shall become due on the anniversary of the date that the Distressed Property was added to the registry.

(D) Registration of real property.

(1) Upon the issuance of a notice of default, the Lender shall perform an inspection of the property that is the security for the mortgage. Within ten (10) days of the inspection, the Lender shall register the property with the City Manager or designee on forms provided by the City. The Lender shall indicate whether the property is vacant or occupied and provide evidence thereof. A separate registration is required for each Distressed Property.

(2) The property shall be inspected by the Lender monthly until (1) the mortgagor or other party remedies the default, or (2) the property has been sold to a new property owner who is not a Lender as defined in this section and the property is occupied under the new ownership.

(3) Properties subject to this Article shall remain under the annual registration requirement, and the inspection, security and maintenance standards enumerated in this Article as long as they remain subject to a notice of default or foreclosure proceeding, or until the property has been sold to a new property owner who is not a Lender as defined in this section and the property is occupied under the new ownership.

(4) If during any inspection a previously occupied property is found to be vacant or shows evidence of vacancy the Lender shall, within ten (10) days of that inspection, update the registration to indicate such change in occupancy.

11 A(6)

(5) Registration pursuant to this section shall contain the property owner's name, the address of the property, the Miami-Dade County Property Appraiser's folio number for the property, the Lender's name, the name of any Maintenance and Legal Agents of the Lender, the Lender's loan number and the name, address, telephone number, facsimile number, and email address for the Lender's Maintenance and Legal Agents. The Lender's Legal Agent and Maintenance Agent may be the same person. The registration shall also contain the name and 24-hour contact telephone number of the Maintenance Agent responsible for security and maintenance of the property. The City may require such other information the City deems necessary to fulfill the intent and purpose of this section.

(6) A Lender's registration of a property shall constitute the consent of the Lender for the City to enter the premises for inspection purposes in the limited circumstances defined in section (E)(1).

(7) Within ten days of the date of a change in any of the information required by this section, the Lender shall update the registry to reflect the updated information, including the status of any foreclosure proceedings initiated by the Lender.

(8) The property shall be posted with the name and the twenty-four (24) hour contact phone number of the Maintenance Agent. The posting shall be no less than an eight-inch by ten-inch sign. The posting shall contain the following language, filling in the blanks with the appropriate information:

THIS PROPERTY IS MANAGED BY: _____

TO REPORT PROBLEMS OR CONCERNS CALL: _____

The posting shall be placed in a visible location on the interior of a window, or secured to the exterior of the building/structure facing the street to the front of the property or, if no such area exists, on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance of the property. Exterior postings shall be constructed of and printed with weather-resistant materials.

(E) Inspection

(1) The City may physically enter the premises of a registered property in the normal course of property inspections under the same legal authority possessed by the Lender to enter upon such property, not more often than once every month, for the purpose of examining the property to ensure that the property is Properly Secured and is not a threat to the public health, safety, and welfare. The City shall notify the Maintenance Agent of the date and time of the proposed inspection at least 10 days prior to entering the property. The Lender's Maintenance Agent may accompany the City's inspectors during such inspection.

11A(7)

(2) If the City enters upon the premises of any Distressed Property for the purposes enumerated in this section, the City shall be immune from prosecution or liability except for liability for negligence on the part of officials of the City while conducting an inspection.

(F) Maintenance Requirements

(1) In addition to any other responsible party, the Lender shall maintain all Distressed Properties as set forth in this section:

a) Properties shall be maintained in accordance with Section 94.021 of the City Code.

b) Properties shall not give the appearance that the property is vacant or distressed.

c) The property shall be maintained free of graffiti or similar markings as set forth in Section 132.06 of the City Code.

d) Front, side, and rear yard landscaping shall be maintained in accordance with the City Code applicable at the time registration was required.

e) All pools and spas shall comply with the barrier requirements of Section 152.0602 of the City Code.

f) All properties, including pools, spas, ponds and buildings shall be maintained free of stagnant water, rubbish, debris, and all other objectionable, unsightly or unsanitary matter so as to prevent any condition wherein a property is or may reasonably become infested with or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threaten or endanger the public health, safety, or welfare, or may reasonably cause disease or adversely affect and impair the economic welfare of adjacent property.

g) The City may issue notices requiring a Lender to correct any violations of the City Code.

(G) Repair.

In addition to the owner, the City may notify the Lender or its agents, that the owner or Lender must correct a violation of subsection (F) or the City may correct the violation and impose an assessment lien on the property and foreclose on said lien as set forth the Section 94.03 of the City Code. Making such repairs does not create a continuing obligation on the part of the City to make further repairs or to maintain the property and does not create any liability against the City for any damages to the property if such repairs were completed in good faith as set forth in Section 162.09(1), Florida Statutes.

11 A(8)

(H) Enforcement.

Nothing contained in this article shall prohibit the City from enforcing its Code by any other means, including but not limited to Chapter 153 of the City Code, a summons, a notice to appear in the County Court, an arrest, a civil action for injunctive relief, a stop work order, or demolition.

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the City of North Bay Village that are in conflict with this Ordinance are hereby repealed.

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

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

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

The motion to approve the foregoing Ordinance on first reading was made by_____, seconded by _____.

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

APPROVED ON FIRST READING during a regular session of the City Commission of North Bay Village this ___ day of _____ 2012.

The motion to adopt the foregoing Ordinance on final reading was offered by _____, seconded by _____.

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

11~~8~~9

PASSED AND ENACTED BY THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, THIS _____ DAY OF _____, 2012.

_____
Connie Leon-Kreps-Mayor

ATTEST:

_____
Yvonne Hamilton, City Clerk

APPROVED AS TO FORM:

_____
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

City of North Bay Village Ordinance-Foreclosure Registry.

11A(10)

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: August 31, 2012

TO: Dennis Kelly
City Manager

FROM: Richard Chervony
Commissioner

SUBJECT: Introduction of Ordinance

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

> **AN ORDINANCE OF THEA CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA CONCERNING MAINTENANCE OF PROPERTY, PREVENTION AND ABATEMENT OF PUBLIC NUISANCES, AND REGULATING DISTRESSED REAL PROPERTY; AMENDING CHAPTER 95 "HOUSING", OF THE NORTH BAY VILLAGE MUNICIPAL CODE OF ORDINANCES BY AMENDING SECTION 95.01, TO BE ENTITLED "DISTRESSED PROPERTIES" RELATING TO PROCEDURES FOR THE REGISTRATION AND MAINTENANCE OF REAL PROPERTY IN FINANCIAL DISTRESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

RC:yph

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City of
OAKLAND PARK
FLORIDA
ENGAGED • INSPIRED • UNITED
A CITY ON THE MOVE
5399 N. Dixie Highway, Suite 3 • Oakland Park, Florida 33334 • www.oaklandparkfl.org

April 28, 2010

Re: **Registration for Abandoned Real Property**

To Whom It May Concern:

The Code Enforcement Division would like to take this opportunity to inform all mortgagees who hold a mortgage on real property located within the City of Oakland Park that they are required to register each abandoned/vacant property with the city. On February 3, 2010, the City Commission approved Ordinance No. 0-2010-009, amending Chapter 8 and establishing Article VII entitled "Abandoned Real and Personal Property Regulations" . Section 8-125, establishes the responsibilities for mortgagees concerning registration, maintenance and security of abandoned real properties and other items. Section 8-125, requires the property to be inspected on a bi-weekly basis to insure the security of the property. The property should be inspected on a monthly basis to insure proper maintenance in accordance with this Article. The attached inspection checklist is to be submitted to the Code Enforcement Division or completed online at our website, www.oaklandparkfl.org.

The attached packet includes a copy of the Ordinance and the registration form to be completed. **Please note that the person signing the form must have their information notarized.** Please return the **original** registration form to the Code Enforcement Division, 5399 N. Dixie Highway, Suite 3, Oakland Park, FL 33334. **A separate application is required for each vacant property. There is a $150.00 registration fee for each property.** Checks should be made payable to the City of Oakland Park. Code Enforcement may inspect the properties on a regular basis to ensure compliance with Section 8-125.

The City of Oakland Park and the Code Enforcement Division would like to work in partnership with the mortgagees on these abandoned/vacant properties to avoid declining property values in our City. Your cooperation can provide tremendous help to our residents and neighborhoods during these difficult economic times.

If you have any questions, please contact me at (954)630-4398 or email me at donaldq@oaklandparkfl.org.

Sincerely,

Donald J. Quier
Zoning and Code Enforcement Administrator

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ORDINANCE NO. O-2010-009

AN ORDINANCE OF THE CITY OF OAKLAND PARK, FLORIDA, AMENDING CHAPTER 8 CODE OF ORDINANCES, ENTITLED "MISCELLANEOUS OFFENSES AND PROVISIONS" BY CREATING ARTICLE VII, ENTITLED "ABANDONED REAL AND PERSONAL PROPERTY REGULATIONS;" PROVIDING FOR PURPOSE AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR NOTIFICATION PROCEDURES; PROVIDING FOR REMOVAL OF ABANDONED PERSONAL PROPERTY; PROVIDING FOR THE REGISTRATION OF ABANDONED REAL PROPERTY; PROVIDING FOR MAINTENANCE AND INSPECTION REQUIREMENTS; PROVIDING FOR SECURITY REQUIREMENTS; PROVIDING FOR A SUNSET PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, it is important for the City of Oakland Park to establish a process to address the amount of abandoned real and personal property within the City; and

WHEREAS, the City recognizes an increase in the number of vacant and abandoned properties located throughout the City; and

WHEREAS, the presence of vacant and abandoned properties can lead to a decline in property value, create aesthetic nuisances, and lead to general decrease in neighborhood and community aesthetics; and

WHEREAS, the current conditions of vacant and abandoned properties present a serious threat to the public health and safety of the community; and

WHEREAS, the presence of vacant and abandoned properties may discourage buyers from purchasing property within the City; and

WHEREAS, many vacant and abandoned properties are the responsibility of lenders and trustees who fail to adequately secure and maintain such properties; and

WHEREAS, the City has a vested interest in protecting the City against the decay caused by vacant and abandoned properties and concludes that it is in the best interest of the residents to amend the Code of Ordinances and impose registration and maintenance requirements on such properties located within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: That Chapter 8, Code of Ordinances entitled "Miscellaneous Offenses and Provisions" is hereby amended by Creating Article VII thereof, entitled "Abandoned Real and Personal Property Regulations" to read and provide as follows:

ARTICLE VII. ABANDONED REAL AND PERSONAL PROPERTY REGULATIONS

Sec. 8-125. Abandoned Real and Personal Property.

(a) **Purpose and Intent.** It is the purpose and intent of the City to establish a process to address the amount of abandoned personal and real property located within the City. It is the City's further intent to specifically establish an abandoned residential property program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

(b) **Definitions.** The following words, terms, and phrases when used in this section shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

(1) *Abandoned Personal Property* means wrecked or derelict property, which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative, or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture, and any other similar article which has been left abandoned and unprotected from the elements.

(2) *Abandoned Real Property* means any property that is vacant and is under a current Notice of Default and/or Notice of Mortgagees Sale by the lender or a pending Tax Assessors Lien Sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

(3) *Accessible property* means a property that is accessible through a comprised/breached gate, fence, wall, etc.

(4) *Accessible structure* means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

(5) *Evidence of vacancy* means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of refuse on abandoned real property, as defined herein, statements by neighbors, passer-bys, delivery agents or government agents, among other evidence that the property is vacant.

(6) *Foreclosure* means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

(7) *Enforcement officer* means any fulltime law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector employed within the City.

(8) *Inoperative vehicle* means any wrecked or partially dismantled vehicle that is parked or stored without having all the wheels mounted, or is in a condition of substantial disrepair, or which is parked or stored without having tires inflated, or parked or stored without current vehicle license and registration, or other similar condition.

(9) *Nominal salvage value* means the value of an article of abandoned or derelict property which a reasonably prudent person would believe is the fair market value of the property, taking into consideration its useful life, earning capacity or replacement cost, less deprecation and items of general or special deprecation, would be nominally greater than the costs of salvage including the removal, transportation, storage, and sale of same.

(10) *Private property* means all lands and improvements other than public lands and improvements.

(11) *Property Management Company* means a local property manager, property maintenance company, or similar entity responsible for the maintenance of abandoned real property.

(12) *Public property* means any place to or upon which the public resorts or travels, whether such place is owned or controlled by the city, county or any agency of the state or is a place to or upon which the public resorts or travels by custom or by invitation, express or implied. The term "public property" shall include any street, alley, park, public building, any place of business or assembly open to or frequented by the public, and any other place which is open to the public view, or to which the public has access.

(13) *Residential building* means any improved real property, or portion thereof, situated in the City, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property.

(14) *Vacant* means any building/structure that is not legally occupied.

(c) **Applicability.** This section shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the City above and beyond any other state, county, and/or local provisions for same.

(d) **Penalties.** Any person who shall violate the provisions of this section shall be subject to a $250 fine on the first offense and a $500 fine for each repeat offense. If the citation is not paid within 10 days , it may be referred to the Special Magistrate .

(e) **Placement of abandoned personal property prohibited.**

(1) It shall be unlawful for any person to abandon personal property upon private property:

(2) Nothing in this section shall be deemed to apply to abandoned personal property authorized to be left on private business property properly operated, licensed, and zoned in the City for the purpose of accepting abandoned property.

(f) **Public nuisance.** All abandoned personal property and abandoned real property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

(g) **Notification procedure.** When an enforcement officer ascertains that an article of personal property, having nominal salvage value or less, lies abandoned or derelict upon private property, that officer shall comply with the notification provisions of Chapter 162.12, Florida Statute, as amended from time to time.

(h) **Removal of abandoned personal property.**

(1) If at the end of five (5) days after posting notice under this article, the owner or any person interested in such abandoned personal property described in the notice has not removed same, the enforcement officer may cause the article of abandoned personal property to be removed and destroyed, and the salvage value, if any, of such article shall be retained by the City to be applied against the cost of removal and destruction thereof.

(2) Before destruction, for abandoned property on public lands or private lands, at the end of the five (5) day period of posting such notice, if the owner or person having interest in the property has not removed the abandoned property from public or private property, or shown reasonable cause for failure to do so, the City may cause the property so described to be removed

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by a towing company who shall cause the article or articles of abandoned property to be removed and placed in storage in applicable with the local, state, and federal regulations. At the conclusion of the required storage , if the article is not claimed, and if the salvage value is above $100.00, the towing company shall pay the City of Oakland Park the sum of $25.00 or 10% of such value, whichever is greater, for the administrative costs in handling with said article. If the article is claimed, the City shall receive $25.00 as an administrative fee.

(3) It is unlawful to remove abandoned personal property, including inoperative vehicles, from private property to public property after the posting of said property by an enforcement officer.

(4) An inoperative vehicle shall not be on private property unless it is within a completely enclosed building structure or a designated storage area, which includes a wall or hedge to screen the stored inoperative vehicle from view.

(5) In the event that the abandoned property is deemed to be an imminent public health and safety hazard, an enforcement officer is authorized to remove the property immediately. Subsequent to the removal of the abandoned property, the City shall make reasonable and diligent efforts to ascertain the owner and take the applicable action. If the abandoned property is on private property, the private property owner shall be provided notice and assessed the cost of removal of the abandoned property and any required clean-up of the private property.

(i) **Registration of abandoned real property.**

(1) Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property that is the security for the mortgage, upon default by the mortgagor, prior to the issuance of a Notice of Default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within ten (10) days of the inspection, register the property with the Engineering and Community Development Director, or his or her designee, on forms provided by the City. A registration is required for each vacant property.

(2) If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until:

a. The mortgagor or other party remedies the default; or

b. It is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of the inspection, register the property with the Engineering and Community Development Director, or his or her designee, on forms provided by the City.

(3) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of the mortgagee, facsimile number and e-mail address

and, in the case of a corporation or out-of-area mortgagee, the local property management company responsible for the security and maintenance of the property.

(4) An annual registration fee in the amount of $150.00, per property, shall accompany the registration form(s).

(5) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(6) Properties subject to this section shall remain under the annual registration requirement, security, and maintenance standards of this section as long as they remain vacant.

(7) Any person or corporation that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

(i) Maintenance requirements.

(1) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, fliers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(2) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior paint.

(3) Front, side, and rear yard landscaping shall be maintained in accordance with the City's standard at the time registration was required.

(4) Landscape shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

(5) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing or required landscape and removal of all trimmings.

(6) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with enclosure requirements of the City Code of Ordinances and Florida Building Code, as amended from time to time.

(7) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and issuance of a citation or Notice of Violation/Notice of Hearing by the City's Code Enforcement Officer. Pursuant to a finding and determination by the City's

Code Enforcement Board/Special Magistrate, the City may take the necessary action to ensure compliance with this section.

(k) **Security requirements.**

(1) Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(2) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing or boarding of the window.

(3) If the property is owned by a corporation and/or out-of-area mortgagee, a local property management company shall be contracted to perform bi-weekly inspections to verify compliance with the requirements of this section, and any other applicable laws.

(4) The property shall be posted with the name and twenty-four (24) hour contact phone number of the local property management company. The posting shall be no less than an eight-inch by ten-inch sign. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:

TO REPORT PROBLEMS OR CONCERNS CALL:

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible or, if no such area exists, on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance of the property. Exterior posting shall be constructed of and printed with weather-resistant materials.

(5) The local property management company shall inspect the property on a bi-weekly basis to ensure that the property is in compliance with this section. Upon the request of the City, the local property management company shall provide a copy of the inspection reports to the code enforcement division.

(6) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and issuance of a citation or Notice of Violation/Notice of Hearing by the City's Code Enforcement Officer. Pursuant to a finding and determination by the City's Code Enforcement Board/Special Magistrate, the City may take the necessary action to ensure compliance with this section.

(l) **Opposing, obstructing enforcement officer, penalty**. Whoever opposes, obstructs, or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this section, shall be subject to the General Penalty provisions of Section 24-234 of this Code of Ordinances.

(m) **Immunity of enforcement officer**. Any enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this section.

(n) **Additional authority**. The Director of Engineering and Community Development, or his or her designee, shall have the authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all door, window, or other openings, employment of an on-site security guard, or other measures as may be reasonably required to help prevent further decline of the property.

(o) **Adoption of rules; expenditure of funds; declaration of City purpose**. The City Manager, consistent with his or her duties and authorities under the City Charter, including those duties and authorities relating to emergency situations, is authorized and empowered to adopt rules and regulations and expend City funds as may be reasonably necessary and available to carry out the terms of this section, the expenditure of such funds being declared a proper City purpose.

Section 3: This ordinance shall sunset effective as of March 1, 2013 unless otherwise amended by the City Commission.

Section 4: That in the event any provision or application of this Ordinance shall be held to be invalid, it is the legislative intent that the other provisions and applications hereof shall not be thereby affected.

Section 5: That the provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Oakland Park, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

Section 6: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

Section 7: That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ON FIRST READING, THIS 20TH DAY OF JANUARY, 2010.

A. MURPHY	YES
A. NIEDWIECKI	YES
S. BOISVENUE	YES
A. SALLEE	YES
S. ARNST	YES

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ON SECOND READING, THIS 3RD DAY OF FEBRUARY, 2010.

CITY OF OAKLAND PARK,
FLORIDA

MAYOR STEVEN R ARNST

A. MURPHY	YES
A. NIEDWIECKI	YES
S. BOISVENUE	YES
A. SALLEE	YES
S. ARNST	YES

ATTEST:
JANETTE M. SMITH, CMC
CITY CLERK

LEGAL NOTE
I hereby certify that I
have approved the form of this Ordinance. (O-2010-009)

DONALD J. DOODY
CITY ATTORNEY

CODING: Words in ~~struck-through~~ type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

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AGREEMENT BETWEEN THE CITY OF _____

AND FEDERAL PROPERTY REGISTRATION CORP.

This Agreement is made as of this __ day of _____by and between Federal Property Registration Corp, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 400, Melbourne, FL 32940 ("FPRC',), and the _____, a Florida municipal corporation, with an address at _____.

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of _____ Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of _____ and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Commission adopted Ordinance " ", the City's Property Registration Ordinance (the "Ordinance"); and

WHEREAS, pursuant to the Ordinance the City desires to enter into this Agreement with FPRC in order to provide services authorized pursuant to Ordinance " ", to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, FPRC will also provide an electronic registration process that is cost-free and revenue-generating for the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. FPRC RESPONSIBILITIES.

A. FPRC will cite the City's ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. FPRC will electronically provide for registration of foreclosed properties in violation of applicable City ordinances.

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B. FPRC will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. FPRC will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant City ordinances.

C. FPRC will charge a fee as directed by the City to each Registrant to register all mortgagees who comply with Ordinance ("Registration Fee'). FPRC shall retain no less than $75 or 50% of each collected registration fee or whichever is greater and remit the balance to the City in consideration of the services provided. FPRC shall forward payment of the City's portion of the registration fee to the City's Finance Department no later than the 15th day of the following month during the term of this Agreement.

D. FPRC agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the City's ordinances. The website will direct registrants to the City's website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website found at www.VacantRegistrv.com will automatically allow lenders and/or responsible parties to comply with the City's Codes.

E. FPRC, will execute the City's website Link agreement and meet all City IT security, and anti-viral requirements.

2. Indemnification:

A. FPRC shall indemnify and save harmless and defend the City , its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of FPRC, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by FPRC and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by FPRC. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. FPRC will indemnify and hold City harmless for any negligent acts of FPRC or for any violation of any intellectual property laws, contracts or statutes.

3. TERM. This Agreement will terminate one (1) year from the date it is executed by the City . In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

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In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by FPRC whether finished or unfinished shall become the property of the City , and shall be delivered by FPRC to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to FPRC shall be withheld until all documents are received as provided herein.

8. AUDIT AND INSPECTION RIGIITS AND RETENTION OF RECORDS.

A. City shall have the right to audit the books, records and accounts of FPRC that are related to this Agreement. FPRC shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. FPRC shall preserve and make available, at reasonable times for examination and audit by the City , all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless FPRC is notified in writing by the City of the need to extend the retention period. Such retention of such records and documents shall be at FPRC's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the City to be applicable tó FPRC's records, FPRC shall comply with all requirements thereof; however, no confidentiality or non-disc1osure requirement of either federal or state law shall be violated by FPRC. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

B. In addition, FPRC shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, FPRC shall provide a complete copy of all documents papers to the City, prior to any final payment, in accordance with this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that FPRC is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insW'8Ilce law. FPRC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out FPRC's activities and responsibilities hereunder. FPRC agrees that it is a separate and independent enterprise from the City , that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between FPRC and the City and the City will not be liable for any obligation incurred by FPRC, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, FPRC and the City designate the following as the respective places for giving of notice:

CITY : _____

_____

_____

Attention: City Manager

FPRC: Thomas R. Darnell, Vice President

6767 N. Wickham Road, Suite 400

Melbourne, FL 32940

Telephone No. (321) 421-6639

Facsimile No. (321) 396-7776

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11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by FPRC without the prior written consent of City . For purposes of this Agreement, any change of ownership of FPRC shall constitute an assignment which requires City approval. However, this Agreement shall run to the City and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. RELATIONSHIP MANAGER FEES. The parties acknowledge that Geoffrey B. Sluggett & Associates, Relationship Manager, Independent Contractor and Consultant of FPRC will receive a fee to be paid by FPRC and NOT as a result of the parties executing this Agreement. Geoffrey B. Sluggett & Associates. is not a full-time employee of FPRC and performs services for others.

14. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. LAWS AND ORDINANCES. FPRC shall observe all laws and ordinances of the City , county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, FPRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

17 . WAIVER. Any failure by City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

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

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

20. ATIORNEY'S FEES AND COSTS. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

21. ENTIRE AGREEMENT. This Agreement represents the' entire and integrated agreement between the CITY and the FPRC and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

_____ Date:_____

_____

[Printed name of representative City of _____ Florida

_____

_____ Date:_____

_____

[Printed name of Officer]

Federal Property Registration Corp, Brevard County, Florida

6767 N. Wickham Rd.

Suite 400

Melbourne, FL 32940

11 A(28)

Chapter 19 - RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT [208]

ORDINANCE NO. 08-16

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 "RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT" TO INCLUDE PROVISIONS RELATING TO THE REGISTRATION, MAINTENANCE AND SECURITY OF ABANDONED REAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") recognizes an increase in the number of vacant and abandoned properties located throughout the Town; and

WHEREAS, the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances, and lead to general decrease in neighborhood and community aesthetic; and

WHEREAS, vacant and abandoned properties present a serious threat to the public health and safety of the community; and

WHEREAS, the presence of vacant and abandoned properties may discourage prospective buyers from purchasing real property within the Town; and

WHEREAS, many vacant and abandoned properties are the responsibility of lenders and trustees who fail to adequately secure and maintain such properties; and

WHEREAS, the Town has a vested interest in protecting the Town against the decay caused by vacant and abandoned properties and concludes that it is in the best interest of the citizens and residents to impose registration requirements on such properties located within the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:

Section 1. Findings. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Chapter 19 of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Chapter 19 "Responsible Property Owner and Merchant Act" of the Town Code of Ordinances by adding a new section 19-16 as follows:

Section 19-16. Abandoned Real Property; Purpose and Intent.

It is the purpose and intent of the Town to establish a process to address the amount of abandoned real property located within the Town. It is the Town's further intent to specifically establish an abandoned residential property program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

(1 A 29)

Section 19-16.1. Definitions.

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

Abandoned real property means any property that is vacant and is subject to a mortgage under a current Notice of Default and/or Notice of Mortgagee's Sale, pending Tax Assessors Lien Sale and/or vacant properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

Evidence of vacancy means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned real property, as defined herein, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

Enforcement officer means any building official, zoning inspector, code enforcement officer, fire inspector or building inspector employed within the Town.

Property management company means a property manager, property maintenance company or similar entity or individual responsible for the maintenance of abandoned real property.

Vacant means any building/structure that is not legally occupied.

Section 19-16.2. Applicability.

This section shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the Town above and beyond any other state, county and/or local provisions for same.

Section 19-16.3. Penalties; schedule of civil penalties.

Any person who shall violate the provisions of this section 19-16 shall, upon conviction, be punished as provided in this section.

The following table shows the sections of this section 19-16, as they may be amended from time to time, which may be enforced pursuant to the provisions of this regulation; and the dollar amount of civil penalty for the violation of these sections as they may be amended. The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this section 19-16, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine whether a particular activity is proscribed or required by this Code, the relevant Code section shall be examined.

(1 A(30))

Code Section	Description of Violation	Civil Penalty
19-16.5	Failure to register abandoned real property	$500.00
19-16.6	Failure to properly maintain abandoned real property	$500.00
19-16.7	Failure to properly secure abandoned real property	$500.00
19-16.8	Interference with Code Enforcement Officer	$500.00
	All sections of this section 19-16 not specifically listed in this schedule	$500.00

Section 19-16.4. Public Nuisance.

All abandoned real property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the Town.

Section 19-16.5. Registration of Abandoned Real Property.

(a) Any mortgagee who holds a mortgage on real property located within the Town shall, upon default by the mortgagor and prior to the issuance of a notice of default, perform an inspection of the property that is the security for the mortgage. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned real property and the mortgagee shall, within ten (10) days of the inspection, register the property with the town manager, or his or her designee, on forms provided by the Town. A registration is required for each vacant property.

(b) If the property is occupied but the mortgage on the property remains in default, the property shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, register the property with the town manager, or his or her designee, on forms provided by the Town.

11 A(31)

(c) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee, a facsimile number and e-mail address for mortgagee, and the name and twenty-four (24) hour contact phone number of the Property management company responsible for the security and maintenance of the property.

(d) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(e) A registration fee in the amount of $150.00, per property, shall accompany the registration form(s).

(f) Properties subject to this section shall remain under the registration requirement, security and maintenance standards of this section as long as they remain vacant.

(g) Any person or corporation that has registered a property under this section must report any change of information contained in the registration in writing within ten (10) days of the change to the town manager or his or her designee.

Section 19-16.6. Maintenance Requirements.

(a) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), abandoned vehicles, portable storage devices, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Front, side, and rear yards, including landscaping, shall be maintained in accordance with the Town's Code of Ordinances.

(d) Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Acceptable maintenance of yards and/or landscaping shall not include weeds, gravel, broken concrete, asphalt or similar material.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required ground cover and/or landscape and removal or all trimmings.

(f) Pools and spas shall be maintained so that the water remains free and clear of pollutants and debris. Pools and spas shall comply with all requirements of the Town Code of Ordinances and Florida Building Code, as amended from time to time.

(g) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the Town Code and issuance of a citation or Notice of Violation/Notice of Hearing by a Town Code Enforcement Officer. Pursuant to a finding and determination by the Town's Special

11 A32

Magistrate, the Town may take the necessary action to ensure compliance with this section.

Section 19-16.7. Security Requirements.

(a) Properties subject to this section 19-16 shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing of the window.

(c) If the property is owned by a corporation and/or mortgagee that is unable or unwilling to perform maintenance and inspections itself, a Property management company shall be contracted to perform bi-weekly inspections to verify compliance with the requirements of this section, and any other applicable laws.

(d) The mortgagee shall inspect or have inspected the property on a bi-weekly basis to ensure that the property is in compliance with this section. Upon the request of Town, the mortgagee shall provide a copy of the inspection reports to the code enforcement division.

(e) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the Town Code and issuance of a citation or Notice of Violation/Notice of Hearing by a Town Code Enforcement Officer. Pursuant to a finding and determination by the Town's Special Magistrate, the Town may take the necessary action to ensure compliance with this section.

Section 19-16.8. Opposing, obstructing enforcement officer; penalty.

Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this section, upon conviction shall be punished by the imposition of a civil penalty in the amount of $500.00.

Section 19-16.9. Immunity of enforcement officer.

Any enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this section.

Section 19-16.10. Additional Authority.

The town manager, or his or her designee, shall have authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all door, window or other openings, employment of an on-site security guard, or other measures as may be reasonably required to prevent a decline of the property.

Section 19-16.11. Adoption of rules; expenditure of funds; declaration of Town purpose.

The town manager is authorized and empowered to adopt rules and regulations and expend Town funds as may be reasonably necessary and available to carry out the terms of this section, the expenditure of such funds being declared a proper Town purpose.

(1 A(53))

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 20th day of August, 2008.

PASSED and ADOPTED on second reading this 17th day of September, 2008.

PAUL S. VROOMAN, MAYO

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
Town Attorney

Moved By: Councilmember Sochin
Seconded By: Councilmember Bell
FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	YES
Vice-Mayor Edward P. MacDougall	YES
Councilmember Peggy R. Bell	YES
Councilmember Timothy J. Meerbott	YES
Councilmember Ernest N. Sochin	YES

ORDINANCE NO. 07-26

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 19 "RESPONSIBLE PROPERTY OWNER AND MERCHANT ACT" RELATING TO THE AMOUNT OF TIME PERMITTED TO CORRECT A VIOLATION AND THE TOWN'S AUTHORITY TO ABATE A PUBLIC NUISANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owners within the Town of Cutler Bay (the "Town") have a responsibility to maintain their property in accordance with the provisions of the Town Code of Ordinances (the "Town Code"); and

WHEREAS, the Town Council finds that providing ten (10) days from the service of notice to correct a violation is an adequate amount of time to correct a violation; and

11A(34)

WHEREAS, violations of the Town Code that are not remedied or appealed constitute a continuing public nuisance within the Town; and

WHEREAS, providing Town staff with the authority to abate such a continuing public nuisance during the pendency of an appeal is necessary to protect the health, safety, and welfare of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS [1]: [209]

Section 1. Findings. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Chapter 19 of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Chapter 19 "Responsible Property Owner and Merchant Act" of the Town Code as follows:

***

Sec. 19-4.2. Failure to Comply; Penalties.

Except as otherwise specifically provided, the *Town* ~~*County*~~ *may* ~~*shall*~~ issue a warning notice the first time a property owner is cited for a violation of this Chapter, and shall provide the property owner a reasonable time to come into compliance before the *Town* ~~*County*~~ pursues further enforcement procedures. Thereafter, the *Town* ~~*County*~~ shall have the option to enforce this Chapter as follows:

(A) Issuance of civil penalties under Chapter 8CC;
(B) Petition for injunctive relief in the Circuit Court;
(C) Filing of criminal charges; Penalties of this chapter are punishable by 60 days in jail or a fine of $500 per offense.

Except as otherwise stated in this Chapter, the *Town Manager or his or her designee* ~~*Director of Team Metro*~~ shall have the authority to determine the enforcement procedures for each subsection of this Chapter.

***

Sec. 19-4.4. Appellate Procedures for Civil Penalty—First-Time Violator; Time for correction.

For first-time violators receiving a civil violation notice, the owner shall have *ten fourteen (104)* calendar days from service of the notice *pursuant to Miami-Dade County Code Sec. 8CC-3(c)* to correct the violation, or seven (7) calendar days from service to file for an appeal. The appeal shall be in the manner described within the Uniform Civil Violation Notice.

***

Sec. 19-4.7. *County Town*'s Authority to Abate Public Nuisance.

Failure to comply with or appeal the terms of this Chapter shall constitute a continuing public nuisance. The *Town Manager or his or her designee Director* shall then have the authority, *even during the pendency of an appeal,* to promptly abate the public nuisance, in whole or in part, at the expense of the owner. *At least five (5) days prior to an abatement of a*

11 A(35)

public nuisance pursuant to this section, the Town shall give notice to the owner of the property that the Town will correct the violation if it is not otherwise corrected by the date specified in the notice and that all costs incurred will become a lien against the property. Such notice may be provided either by certified mail return receipt requested or by regular mail and posting on the property and at Town hall.

***

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 17th day of October, 2007.

PASSED AND ADOPTED on second reading this 14th day of November, 2007.

PAUL S. VROOMAN, MAYO

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.

Town Attorney

Moved By: Vice-Mayor MacDougall

Seconded By: Councilmember Meerbott

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	YES
Vice-Mayor Edward P. MacDougall	YES
Councilmember Peggy R. Bell	YES
Councilmember Timothy J. Meerbott	YES
Councilmember Ernest N. Sochin	YES

Sec. 19-1. - Short title; application of chapter.
Sec. 19-2. - Declaration of legislative intent.
Sec. 19-3. - Definitions.
Sec. 19-4. - Owner Responsibility for Compliance.
Sec. 19-4.1. - Unimproved subdivided lots; Method of enforcement.
Sec. 19-4.2. - Failure to Comply; Penalties.
Sec. 19-4.3. - Penalties Are Cumulative in Nature.

11 A (36)

Sec. 19-4.4. - Appellate Procedures for Civil Penalty—First-Time Violator; Time for correction.
Sec. 19-4.5. - Appellate Procedures for Civil Penalty—Repeat Violator; Time for Correction.
Sec. 19-4.6. - Time for Correction Upon Finding of Guilt.
Sec. 19-4.7. - County's Authority to Abate Public Nuisance.
Sec. 19-4.7.1. - County's Authority to Abate Public Nuisance Emergency.
Sec. 19-4.8. - Assistance of Miami-Dade Police Department in enforcement.
Sec. 19-4.9. - Obstructing enforcement officer in the performance of duties.
Sec. 19-5. - Collection of Enforcement and Remediation Costs.
Sec. 19-6. - Team Metro Director; Enforcement Power and Duties.
Sec. 19-7. - Reserved.
Sec. 19-8. - Storing junk or trash; depositing junk; characteristics of junk property; application to all zoning districts; prohibition of junk yards in residential districts; prohibition on expansion of existing junkyards in non-residential districts.
Sec. 19-9. - Solid waste disposal.
Sec. 19-10. - Flammable rubbish.
Sec. 19-11. - Construction materials on premises before permit issued; removal of materials.
Sec. 19-12. - Abandoned property on public property.
Sec. 19-13. - Maintenance of Lots in Residential-Zoned Districts.
Sec. 19-14. - Maintenance Standards for Lots in Non-Residential Zoned Districts.
Sec. 19-15. - Maintenance of Business and Commercial Premises.
Sec. 19-15.1. - Owner Responsibility for Compliance.
Sec. 19-15.2. - Compliance with this Section.
Sec. 19-15.3. - Parking and paved areas.
Sec. 19-15.4. - Parking Lot Repairs Require a Permit.
Sec. 19-15.5. - Bicycle Racks and Litter Containers; Anti-littering Signage and Right-of-way and Overall Cleanliness of premises; Compliance with Site Plan Requirements.
Sec. 19-15.6. - Premises lighting.
Sec. 19-15.7. - Maintenance of Informational or Directional Signs.
Sec. 19-15.8. - General Maintenance of Signs.
Sec. 19-15.9. - Premises Entrance and Egress; Exterior Pedestrian Walkways, Parking Lots, Green Areas And Public Rights-Of-Way.
Sec. 19-15.10. - Exterior Building Surfaces.
Sec. 19-15.11. - Maintenance of Masonry Walls, Fences, Landscape Buffers and Entrance Features
Sec. 19-15.12. - Prohibited Display of Vehicles for Sale or as Advertising Devices.

Sec. 19-1. - Short title; application of chapter.

This chapter shall be known as the Responsible Property Owner and Merchant Act and shall be applicable as the minimum standard in the unincorporated areas of Miami-Dade County, Florida.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-2. - Declaration of legislative intent.

The Board finds and determines that the neglect of property by property owners and the rapid, continuous growth and urban development of the unincorporated areas of this County require the reasonable and effective control and regulation of excessive growth and accumulation of weeds, and other certain plant life to the extent and in such manner as to cause infestation by rodents and feral animals, the breeding of mosquitoes and vermin, or to threaten or endanger the public health, or otherwise adversely affect the welfare of adjacent property or occupants. Further, the Board finds and determines that the accumulation of garbage and trash in violation of Chapter

11 A(37)

15, Miami-Dade County Code requires reasonable and effective controls to protect the public health, safety and welfare of the community. Further, the Board finds that the maintenance of exterior premises of all improved property serves a public purpose in keeping property operating in a safe, sanitary and litter-free manner to prevent neighborhood blight and the deterioration of neighborhood character which, if unchecked, would have deleterious effect on the quality of life and the economic vitality of Miami-Dade County.

That portion of any lot or parcel is exempt from the vegetative provisions of this chapter where that lot, or parcel is designated as a Natural Forest Community, Environmental Endangered Land, Native Plant Community, Native Habitat, or a wetland as defined and described in Section 24 -3(151) of the Code of Miami-Dade County.

That portion of any lot or parcel that currently has a bona fide agricultural use or has been given a State exemption for Agricultural Classification following generally accepted agricultural and management practices shall be processed in accordance with Sections 19-13 and 19-14 of this Chapter.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-3. - Definitions.

(A) *Abandoned property.* This term shall relate to articles of personalty, including without limitation: motor vehicles; trailers; boats or other vessels; refrigerators, washing and drying machines, or other machinery; and plumbing fixtures. The following criteria shall be considered in determining whether property has been abandoned, but no single criterion shall be conclusive:

(1) Whether it has value other than nominal salvage value.

(2) Whether it is in sufficient repair to perform its intended purpose.

(a) Evidence of disrepair shall include missing, removed, or partially or completely dismantled parts; broken glass; or other signs of substantial deterioration.

(b) In making evaluations under this subsection, the compliance officer may require the owner to demonstrate the operability of the article.

(c) With regard to motor vehicles, trailers, or boats or other vessels, absence of a current license tag, decal, registration or inspection decal shall also be considered evidence under this subsection.

(3) Evidence that the personalty was involved in a collision or other incident during which it was physically damaged and that it has not been repaired.

(4) Evidence that the personalty has been left unprotected from the elements, including without limitation: growth of vegetation around the personalty; rust or other corrosion; the positioning of the personalty in other than an upright or operable manner; and vandalism.

(5) Evidence that the article has not moved from its present location and position and no repair activity has taken place over a 72-hour period, including evidence that one or more tires have been raised from the ground on jacks, blocks, lifts, or other structures.

Abandoned property shall also be deemed "junk" within the meaning of this chapter.

(AA) *Advertising device.* A machine or other device used to attract public attention to a product or business.

(B) *Bona fide agricultural use.* All ongoing conditions or activities by an owner, lessee, agent, independent contractor or supplier which occur on a farm in connection with the production

11 A(38)

of farm products and includes, but is not limited to, the marketing of produce at legally permitted roadside stands or farm markets; the operation of machinery and irrigation pumps; the generation of noise, odors, dust and fumes; ground or aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor. Examples of uses falling within this definition include, but are not limited to: fruit crops; row crops; live stock; horse boarding and breeding; pasture, both improved or semi-improved, or native pasture; nursery, either in-ground or above ground, or tree nursery, or ornamental nursery; and poultry, fish, rabbits, goats, sheep, worms, bees, hay, or tropical groves.

(C) *Business or Commercial Premises.* Within any parcel of land approved for non-residential uses, any vacant or occupied structure and accessory structure thereof and the parcel of land upon which it is located.

(D) *Corrective or maintenance action.* An owner is required to maintain, mow, cut, trim or bulldoze his or her lot, and clear, remove and legally dispose of all associated abandoned property, solid waste litter or junk.

(E) *Department.* Team Metro.

(F) *Director.* The Director of Team Metro or his or her designee.

(G) *Generally accepted agricultural and management practices.* Shall be determined by the appropriate agricultural agency for the commercial agricultural practice utilizing Florida Statute 823.14 as the basis of its determination.

(H) *Government lot.* The irregular lots or tracts established in the original surveys of Florida under the direction of the United States Government and shown on the official U.S. Government survey maps. The Government lots define, for conveyance purposes, those irregular parcels of land which do not fit into the normal Government-mandated sectionalized land breakdown system, including fractional sections abutting water boundaries, oversized sections, and undersized sections having hiatus and overlaps.

(I) *Improved lot.* Any lot with a building or an erected structure or an incomplete or partially demolished structure.

(J) *Junk.* Trash or abandoned property.

(1) Junk shall include, without limitation: old and dilapidated motor vehicles, trailers, boats or other vessels and parts thereof, household appliances, scrap, building material, scrap contractor's equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery, rags, paper, excelsior, mattresses, beds, bedding, or any other kind of waste material.

(2) Personalty in a structure enclosed by four walls and a roof, such as a garage or utility shed shall not be construed as junk.

(K) *Lot.* Any tract or parcel of land shown on a recorded plat or on the official County zoning maps or any piece of land described by a legal recorded deed. A lot may be improved or unimproved.

(KK) *Open-Air Storage.* Placement of an article in an area other than in a structure enclosed by four walls and a roof, such as a garage or utility shed, that conceals it from public view shall be deemed to be open-air storage. Placement of an article under a carport or front porch that is not so enclosed shall be considered open-air storage.

(L) *Non-residential Zoned District.* Any zoning district that permits, as a matter of right, retail, commercial, industrial or manufacturing uses.

(M)

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Owner. Any and all persons with legal and/or equitable title to real property in Miami-Dade County, as their names and addresses are shown upon the record of the Property Appraiser Department.

(N) *Repeat Violator.* Any property owner who has failed to comply with any portion of this chapter within the last twenty-four (24) months, or has been either found guilty of said violation by a Hearing Officer at an 8CC Hearing and such finding was not overturned by the Circuit Court, or did not file for an appeal of such violation before an 8CC Hearing Officer within seven (7) calendar days from posting of the citation.

(O) *Residential Premises.* Within any parcel of land approved for residential zoned district, any vacant or occupied structure and accessory structure thereof and the parcel of land upon which it is located.

(P) *Right-of-way.* Construed throughout this section to include, without limitation, all proposed dedications of public rights-of-way set forth on official grading and drainage plans required to accompany approved and valid tentative plats, as well as all existing or dedicated rights-of-way.

(Q) *Solid waste.* Garbage, trash, yard trash (except for compost piles), litter, cuttings from vegetation, refuse, paper, bottles, rags, hazardous waste, construction and demolition debris, industrial waste, or other discarded materials, including material or containers from domestic, commercial or agricultural operations, as defined in Chapter 15, Dade County Code.

(R) *Structure.* Anything constructed or erected the use of which requires rigid location on the ground, or attachment to something having a permanent location on the ground, including buildings, walls, fences, signs, light stands, towers, tanks, etc.

(S) *Unimproved lot.* Any vacant lot or any lot without a structure.

(T) *Vacant Land.* Any parcel of land, whether divided or undivided, upon which there are no structures.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 1, 5-11-04)

Sec. 19-4. - Owner Responsibility for Compliance.

It is the responsibility of each owner to maintain their property in accordance with the provisions of this Chapter. Where applicable, tenants or lessees shall receive enforcement notices in connection with enforcement; however, the owner is ultimately responsible for compliance with this chapter.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.1. - Unimproved subdivided lots; Method of enforcement.

In cases where the compliance officer finds two or more contiguous lots within the same subdivision and under the same ownership, the lots shall be consolidated as one single enforcement action for the purposes of imposing civil penalties. Nothing in this subsection shall exempt the property owner from meeting the compliance standards or from paying the cumulative costs of enforcement and remediation for all of the lots.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.2. - Failure to Comply; Penalties.

11A(40)

Except as otherwise specifically provided, the County shall issue a warning notice the first time a property owner is cited for a violation of this Chapter, and shall provide the property owner a reasonable time to come into compliance before the County pursues further enforcement procedures. Thereafter, the County shall have the option to enforce this Chapter as follows:

(A) Issuance of civil penalties under Chapter 8CC;
(B) Petition for injunctive relief in the Circuit Court;
(C) Filing of criminal charges; Penalties of this chapter are punishable by 60 days in jail or a fine of $500 per offense.

Except as otherwise stated in this Chapter, the Director of Team Metro shall have the authority to determine the enforcement procedures for each subsection of this Chapter.
(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.3. - Penalties Are Cumulative in Nature.

Each incidence of violation shall constitute a separate offense. Any action taken pursuant to this chapter in regard to the disposal, abatement or removal of any nuisance condition shall be considered cumulative and in addition to penalties and other remedies provided elsewhere in this Code.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.4. - Appellate Procedures for Civil Penalty—First-Time Violator; Time for correction.

For first-time violators receiving a civil violation notice, the owner shall have fourteen (14) calendar days from service of the notice pursuant to Miami-Dade County Code Sec. 8CC-3(c) to correct the violation, or seven (7) calendar days from service to file for an appeal. The appeal shall be in the manner described within the Uniform Civil Violation Notice.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.5. - Appellate Procedures for Civil Penalty—Repeat Violator; Time for Correction.

A repeat violator shall be given seven (7) calendar days from service of the civil violation notice pursuant to Miami-Dade County Code Sec. 8CC-3(e) to correct the violation, or to file for an appeal. The appeal shall be in the manner described within the Uniform Civil Violation Notice.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.6. - Time for Correction Upon Finding of Guilt.

If the owner is found guilty by the Hearing Officer, the Hearing Officer shall set a compliance date that shall not exceed 14 days beyond the date of the finding of guilt.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.7. - County's Authority to Abate Public Nuisance.

11 A(41)

Failure to comply with or appeal the terms of this Chapter shall constitute a continuing public nuisance. The Director shall then have the authority to promptly abate the public nuisance, in whole or in part, at the expense of the owner.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.7.1. - County's Authority to Abate Public Nuisance Emergency.

The Director shall have the authority to promptly abate a public nuisance that poses an immediate risk to the health, safety, and welfare of pedestrians, young children, and the general public, regardless of whether notice of the violation has been previously provided to the owner. Examples of such nuisances include, without limitation, abandoned property that is within a 1,500 foot radius surrounding schools or parks. The Director shall have the authority to order the immediate removal of the abandoned property.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.8. - Assistance of Miami-Dade Police Department in enforcement.

If the enforcement officer is unable to successfully remove any property subject to seizure or removal under this Chapter, the enforcement officer or his designated representatives may secure the assistance of the Miami-Dade Police Department to effect the removal of the property.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-4.9. - Obstructing enforcement officer in the performance of duties.

Whoever opposes, obstructs or resists the enforcement officer or other person authorized by the enforcement officer in the discharge of his duty as provided in this Chapter, upon conviction, shall be guilty of a misdemeanor of the second degree and shall be subject to punishment as provided by law.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-5. - Collection of Enforcement and Remediation Costs.

The Director shall certify the expense incurred in remedying a public nuisance under section 19-4.7 of this Chapter, including advertising, clearing, hauling, disposal and other expenses, together with an administrative fee as authorized in the Department's administrative fee schedule. The owner shall pay the cost within thirty (30) days. If the owner fails to pay the costs, the Director shall place a special assessment lien against the lot for the total amount due. Such a lien shall accrue interest at the legal rate from the date of certification until it is paid. The Director shall keep among his records the documentation relating to the amount payable for liens against lots remedied by the County.

A special assessment lien shall be enforceable in the same manner as a tax lien in favor of Miami-Dade County and may be satisfied at any time by payment thereof, including accrued interest. Upon payment the Clerk of the Circuit Court shall, by appropriate means, evidence the satisfaction and cancellation of such lien upon the record thereof. Notice of a special assessment lien may be filed in the Office of the Clerk of the Circuit Court and recorded among the public records of Dade County, Florida.

11 A(10)

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-6. - Team Metro Director; Enforcement Power and Duties.

The Director shall be responsible for the enforcement of this Chapter and shall have the authority to amend and modify the administration of the Department's operating procedures to carry out this Chapter.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-7. - Reserved.

Sec. 19-8. - Storing junk or trash; depositing junk; characteristics of junk property; application to all zoning districts; prohibition of junk yards in residential districts; prohibition on expansion of existing junkyards in non-residential districts.

(A) Notwithstanding the maintenance schedules in this chapter, it shall be unlawful to deposit, store, or maintain, or to permit to be deposited, stored, or maintained, junk as defined in Sec. 19.3(J) of this Code, in or on any lot, parcel or tract of land or body of water in any zoning district, except within a legally established junkyard. The deposit of junk in a location authorized for waste collection is exempted from this section, provided the junk is not or does not become a nuisance, and provided the junk is collected by Miami-Dade County or a County-authorized commercial waste collector.

(B) Pursuant to Miami-Dade County Code Sec. 33-15, no junkyard shall be permitted in a residential district.

(C) Junk property which would be visible, at ground level, from a street or other public or private property but for the concealment of such junk property behind a wall, fence, hedge or other plant material or by the use of a vehicle cover, plastics, fabrics or other materials to form a tent, curtain partition or similar makeshift structure or device, shall be subject to this section.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 2, 5-11-04)

Sec. 19-9. - Solid waste disposal.

The depositing, storage, keeping, maintaining or disposal of Solid Waste on any lot shall conform to the provisions set forth in Chapter 15 of the Miami-Dade County Code.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-10. - Flammable rubbish.

Waste paper, boxes, shavings, rubbish or other flammable materials, shall not be allowed to accumulate on any lots. Brush, wood, and other flammable material shall not be allowed within fifty (50) feet of containers of gas, gasoline, dynamite or other highly flammable or explosive materials.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-11. - Construction materials on premises before permit issued; removal of materials.

11A(43)

Construction materials and equipment shall not be deposited on any lot in any zoning district prior to the obtaining of a building permit. Surplus materials and construction equipment shall be removed from the premises before occupancy of the completed structure is approved and shall be removed even if the job is abandoned or the permit lapses.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 3, 5-11-04)

Sec. 19-12. - Abandoned property on public property.

(A) Whenever the enforcement officer ascertains that abandoned property is present on public property, the officer shall place a notice upon the abandoned property in substantially the following form:

NOTICE TO THE OWNER OR THE AUTHORIZED AGENT OF THE OWNER OF THE ATTACHED PROPERTY

This property (setting forth brief description) is unlawfully upon public property known as (setting forth brief description of location) and shall be removed within five (5) days from the date of this notice; otherwise a civil violation shall be issued and it shall be presumed to be abandoned property and shall be removed and destroyed by order of Miami-Dade County at owner's expense. You may within five (5) days from the date of this notice, request an opportunity to show cause for your failure to remove this property by writing to the Team Metro Director, 111 N.W. First Street, Miami, Florida 33128.

Dated this: (setting forth the date of posting of notice) Signed: (setting forth name, title, address and telephone number of enforcement officer)

Such notice shall be not less than eight (8) inches by ten (10) inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. In addition, at the time of posting, the enforcement officer shall make a reasonable effort to ascertain the name and address of the last owner of said personalty. If the name and address is obtained by the officer, he shall mail, via certified mail, a copy of such notice to the last owner.

(B) If, at the end of five (5) days after posting such notice, or, in the case where notice is mailed, five (5) days after mailing, the owner or the authorized agent of the owner of the abandoned article or articles described in such notice has not removed the article or articles from public property or requested an opportunity to show reasonable cause for failure to do so, the enforcement officer shall issue a civil citation and may cause the article or articles of abandoned property to be removed and destroyed, and the salvage value, if any, of such articles or articles may be retained by the county to be applied against the cost of removal and destruction thereof.

(C) Reasonable cause under this subsection shall be determined by the Director at a hearing on the matter if requested in writing by the owner within five (5) days after notice has been posted on the article or mailed to the last owner, whichever is later. The request shall make reference to the number on the notice which was posted on the personalty. The hearing shall be conducted pursuant to the procedures set forth in Chapter 8CC of the Code of Miami-Dade County, except that written request for the hearing shall be made within the time herein set forth.

(D) If reasonable cause for failure to remove the article has been demonstrated, the article shall not be subject to removal and destruction as abandoned property.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-24, § 2, 2-3-04; Ord. No. 04-90, § 4, 5-11-04)

Sec. 19-13. - Maintenance of Lots in Residential-Zoned Districts.

11A(44)

(A) It shall be the responsibility of the owner of any lot in a residential-zoned district to regularly maintain their property to prevent the following:

(1) Storage or maintenance of junk, trash, abandoned property or solid waste on any lot;

(2) The growth or accumulation of any grass, weeds, non-native undergrowth or other dead plant life:

(a) on *improved* lots, that exceeds the height of twelve (12) inches from the ground for more than ten (10) percent of the area to be maintained;

(b) on *unimproved* lots, that exceeds the height of eighteen (18) inches from the ground that occurs within one hundred (100) feet from the boundary line of any property with a building or structure or within one hundred (100) feet from the boundary line of any improved road. In the event that the remaining area constitutes less than twenty-five (25) percent of the total square footage of the lot then the entire lot shall require maintenance action.

(B) It shall be the responsibility of the owner of property in a residential-zoned district and adjacent to a County right-of-way to maintain the swale area which abuts their property.

(C) *Agricultural use within residential districts.* When concerns or complaints are raised about agricultural use properties, a compliance officer shall investigate. If the concern or complaint is deemed to be valid, a notice of evaluation shall be issued to the property owner or lessee. The property owner or lessee shall be given thirty (30) days from the date of such notice to correct the use or practice. If clarification of the use or practice is needed, an appropriate agricultural agency shall be consulted for information. If the property owner or lessee fails to correct the condition, enforcement action shall commence to require compliance with this code.

(D) Open-air storage in residential-zoned districts is subject to the following provisions:

(1) Open-air storage of the following materials is prohibited:

(a) Junk, as defined in this Chapter.

(b) Merchandise or manufacturing materials. Evidence of one or more of the following shall create a rebuttable presumption that merchandise or manufacturing materials are being stored on the premises:

(i) Multiple boxes of uniform appearance bearing shipping labels;

(ii) Multiple articles of similar type in unused condition, including without limitation raw materials for manufacturing furniture and computer components;

(iii) Pallets containing multiple boxes;

(iv) The residential address is being used as a business address or business delivery address.

(c) Commercial equipment, including without limitation vending machines.

(d) Motor vehicle parts, including without limitation automobile engines and transmissions.

(e) Household furniture, including without limitation sofas and recliners.

(f) Construction materials, including without limitation lumber and cement blocks.

(g) Construction and demolition equipment, including without limitation cement mixers, jack hammers, and roof tar pots, provided, however, that light-use equipment customarily used for do-it-yourself home repair, including without limitation hand tools, power tools, and table saws, shall not be prohibited.

(2) Properties with bona fide agricultural uses shall be exempt from this subsection.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 5, 5-11-04)

11A(45)

Sec. 19-14. - Maintenance Standards for Lots in Non-Residential Zoned Districts.

(A) It shall be the responsibility of the owner of any lot in a non-residential zoned district to regularly maintain their property to prevent the following:

(1) The growth or accumulation of any grass, weeds, non-native undergrowth or other dead plant life that exceeds the height of eighteen (18) inches from the ground for more than fifty (50) percent of the area to be maintained;

(2) Storage or maintenance of junk, trash, abandoned property or solid waste on any lot.

All lots shall be maintained within one hundred (100) feet from the boundary line of any property with a building or structure or within one hundred (100) feet from the boundary line of any improved road. In the event that the remaining area constitutes less than twenty-five (25) percent of the total square footage of the lot, then the entire lot shall require maintenance action.

(B) It shall be the responsibility of the owner of the property adjacent to a County right-of-way and in a non-residential zoned district to maintain the swale area which abuts their property.

(C) *Agricultural zoned property.* When concerns or complaints are raised about agricultural properties, a compliance officer shall investigate. The Department shall apply the definition in Section 19-3(B) to determine a bonafide agricultural use. If the concern or complaint is deemed to be valid, a notice of evaluation shall be issued to the property owner or lessee. The property owner or lessee shall be given thirty (30) days from the date of such notice to correct the use or practice. If clarification of the use or practice is needed, an appropriate agricultural agency shall be consulted for information. If the property owner or lessee fails to correct the condition, enforcement action shall commence to require compliance with this code.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15. - Maintenance of Business and Commercial Premises.

All business or commercial premises shall meet the standards set forth in Secs. 19-15.1 through 19-15.12.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.1. - Owner Responsibility for Compliance.

It is the responsibility of the property owner to maintain their property in accordance with the provisions of this section. Where applicable, tenants or lessees shall receive enforcement notices in connection with enforcement; however, the property owner is ultimately responsible for compliance.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.2. - Compliance with this Section.

Upon verification of a violation of this section, the enforcement officer shall issue a courtesy warning notice to the property and business lessee where applicable. Failure to comply with this notice shall result in the issuance of a civil citation in accordance with Chapter 8CC. The issuance of citations for repeat offenses shall be in the manner discussed in Chapter 8CC.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.3. - Parking and paved areas.

11A (46)

Parking and paved areas shall be maintained free of deterioration. Deterioration shall be defined as visible holes exceeding a depth of two inches and more than 5 square inches in area, damaged parking stops or missing striping or lot markings, including striping of parking spaces, required striping and pavement markings for disabled parking spaces, as well as access ramps and access paths for wheelchair traffic, as required under Article II, Section 30-442 of the Code of Miami -Dade County and Section 553.5041(6) of the Florida Statutes, and required striping and pavement markings for parking spaces for persons transporting young children and strollers, as required by Section 33-122.2 of this Code. Parking areas and paved areas shall be maintained in accordance with the approved site plan and public works, building or zoning permits.

For all commercial parking lots, the parking spaces shall be marked with double striping on each side of the space to identify and facilitate their use. All striping shall be of a color (typically white) contrasting with the pavement. Dimension requirements shall be as noted in Sec. 33-122 of the Code of Miami-Dade County.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 6, 5-11-04)

Sec. 19-15.4. - Parking Lot Repairs Require a Permit.

Repairs to parking and paved areas shall require prior permit approval of the Building, Planning and Zoning and Public Works Departments. Repairs shall be defined as: application of seal coating, resurfacing parking or alteration of paved areas, including the application of new striping. All work shall be performed by a licensed contractor.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.5. - Bicycle Racks and Litter Containers; Anti-littering Signage and Right -of-way and Overall Cleanliness of premises; Compliance with Site Plan Requirements.

(A) Bicycle racks and litter bins shall be installed and maintained in accordance with the approved site plan and Section 33-122.3 of Miami-Dade County Code. Notwithstanding the approved site plan, the property owner shall be responsible for placing and maintaining bicycle racks and litter bins as required by County Code. It shall be prohibited to maintain litter bins and trash receptacles with overflowing trash and litter.

The bicycle parking spaces shall be located near one of the principal entrances to the building. The bicycle parking spaces should be in a highly visible, well lighted location that provides enough clear space to facilitate easy use and does not impede pedestrian traffic or handicap accessibility and is protected from the weather by being located under roof overhangs and canopies. The parking spaces may not be placed on the County maintained right-of-way. The design of the bicycle rack should permit the locking of the frame and at least one (1) wheel with a standard size "U" lock and accommodate the typical range of bicycle sizes. The bicycle rack shall: resist removal; be constructed to resist rust, corrosion and vandalism; and be properly maintained. All bicycle parking spaces shall be posted with a permanent and properly maintained above-ground sign. The bottom of the sign shall be at least five (5) feet above grade when attached to a building or seven (7) feet above grade for a detached sign, which may not be installed in the County maintained right-of-way. No permit shall be required for such signs.

(B) The property owner or lessee shall be required to maintain his or her property (parking lot, drive ways, sidewalks, and common areas), as well as abutting right-of-way areas free and clear of litter and articles. Abutting area shall be defined as the public right-of-way

II A(47)

immediately abutting the premises. The area to be maintained shall be from the edge of pavement to the property line and shall include sidewalk areas and swales.

(C) All shopping centers, strip malls, grocery stores, restaurants or commercial establishments that sell takeout beverages or food shall provide a litter container near every entrance and at every 100 feet along any established pedestrian walkway within the footprint of such property. Litter containers shall be well designed and secured in a manner that will cause them to remain stationary where placed. They shall be maintained free of graffiti and overflow trash. Placement of the containers shall not interfere with access to the facilities by pedestrians or by individuals with disabilities, as required by the Americans with Disabilities Act Accessibility Guidelines in the Code of Federal Regulation, Title 36, Pt. 1191, App. A. The civil penalty for a violation of this section is $100.

(D) All establishments that sell merchandise or food for take out, shall post an anti-litter sign in a prominently visible location outside the establishment, as well as at all drive through lanes for restaurants and retail sales establishments. All signs required under this section shall be a minimum of 14" by 14" in size and shall state: "Littering is Prohibited by Law - Punishable by a Minimum Fine of $250 under Section 8CC-10 of the Code of Miami Dade County".

(F) All establishments shall provide screening for service areas, including waste disposal areas, if required by Chapter 33 of this Code, and shall otherwise comply with the site plan approved pursuant to Sec. 33-245.2 of this Code.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 7, 5-11-04)

Sec. 19-15.6. - Premises lighting.

Premises lighting shall be maintained in a safe and operable condition in accordance with the required site plan and Chapter 8C of this Code. Fixtures that are not emitting light shall be defined as inoperable. Lighting repairs shall be performed by a licensed electrician in accordance with the building code requirements and Chapter 8C. The property owner shall be responsible for ensuring that the scope of repairs or fixture replacement meets zoning standards for light spillage. It shall be illegal to replace or change the configuration of the exterior premises lighting without first obtaining a permit from the Building Department or Department of Planning and Zoning.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.7. - Maintenance of Informational or Directional Signs.

Informational or directional signs shall be maintained in a safe and visible manner and free of graffiti. It shall be unlawful to maintain or allow to be maintained missing or damaged signs required to designate disabled, bicycle area, baby stroller or other signage required by County Code, including the required striping and pavement markings for disabled parking spaces, as well as access ramps and access paths for wheelchair traffic, as required under Article II, Section 30-442 of the Code of Miami-Dade County and Section 553.5041(6) of the Florida Statutes.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.8. - General Maintenance of Signs.

All signs shall be maintained in accordance with Section 33-97 of the Code of Miami-Dade County. In addition:

(a) It shall be illegal to repair or replace a sign or sign lettering or to move a sign without first obtaining approval from the Department of Planning and Zoning, but excluding

11A(48)

signs designed specifically to advertise daily and/or weekly specials, movie showings, religious services, school activities, community events/meetings and the like. Property owners shall be required to remove signs that are associated with a business that has vacated the premises.

(b) Illuminated marquee signs, stand alone signs and wall signs shall be properly illuminated from sunset to sunrise and shall be maintained in proper repair, including the proper illumination of all letters in signs with illuminated stand alone letters.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.9. - Premises Entrance and Egress; Exterior Pedestrian Walkways, Parking Lots, Green Areas And Public Rights-Of-Way.

(a) Premises entrances and egresses, including lighting, signage, and landscaping, shall be maintained so as not to cause visibility hazards to motorists or pedestrians. Entrances and egresses shall be maintained in accordance with the approved site plan.

(b) Exterior pedestrian walkways, parking lots, green areas and public rights-of-way shall remain free of obstructions, including but not limited to tables and chairs, merchandise displays, and store merchandise.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.10. - Exterior Building Surfaces.

Exterior walls, rooftops, and other exterior features of structures shall be maintained free of peeling paint and graffiti.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.11. - Maintenance of Masonry Walls, Fences, Landscape Buffers and Entrance Features

Masonry walls, fences, landscape buffers, and entrance features shall be maintained in accordance with County Code and zoning site plans. Masonry walls, fences and entrance features shall be maintained in working order and shall be free from structural deterioration, sagging, disrepair, or other deterioration or defects. Walls and fences shall be painted and maintained free from peeling paint and graffiti.

Existing landscaping shall be irrigated, cultivated, and otherwise maintained as required by the site plan or Chapter 18A, whichever controls.

(Ord. No. 03-160, §§ 1, 2, 7-8-03)

Sec. 19-15.12. - Prohibited Display of Vehicles for Sale or as Advertising Devices.

(A) No vehicle shall be displayed for sale in a business or commercial premise unless the parcel has a zoning certificate of use for the sale of new or used vehicles.

(B) No vehicle, trailer, or other mobile article shall be allowed to be used solely as an advertising device in a parking lot or nearby right-of-way. Any vehicle, trailer or other mobile article that remains in the same parked location for more than 72 hours and that contains commercial advertising or that meets the junk criteria in this Chapter shall be a prima facie violation of this subsection.

11 A(49)

(C) All violations of this section shall be punishable by a civil violation notice in the amount of one hundred dollars ($100.00) for the first vehicle on a first offense and five hundred dollars ($500.00) per vehicle for each additional vehicle and any repeat violation of this section. The County may place a lien on the vehicle and any real property owned by the violator in Miami-Dade County until all fines, enforcement costs, and administrative costs are paid by the violator. Any vehicle in violation of this section shall be towed if not removed by the owner. Vehicle owners shall be responsible for all fines, towing fees, storage fees, and any administrative and enforcement fees that result from the enforcement of this section.

(Ord. No. 03-160, §§ 1, 2, 7-8-03; Ord. No. 04-90, § 8, 5-11-04)

FOOTNOTE(S):

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[208] ***Editor's note***— *Ord. No. 03-160, §§ 1, 2, repealed chapter 19, sections 19-1—19-12, in its entirety and replaced it with a new chapter 19, sections 19-1—19-4, 19-4.1—19-4.9, 19-5, 19-6, 19-8—19-15, 19-15.1—19-15.12. Former chapter 19 pertained to lot junk, garbage and trash clearing and derived from Ord. No. 94-207, § 1, adopted Nov. 1, 1994; Ord. No. 95-215, § 1, adopted Dec. 5, 1995; Ord. No. 96-86, § 4, adopted June 4, 1996; Ord. No. 99-93, § 1, 7-27-99.* (Back)

[208] ***Cross reference***— *Dumps and landfill sites, Ch. 11B; accumulations of garbage and trash, disposal, Ch. 15* (Back)

[209] *1 Coding: underlined words are additions to existing text, struck through words are deletions from existing text, shaded text reflects changes made from First Reading.* (Back)

11 A(50)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET UNLESS THE CITY COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE. ***(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)***

WHEREAS, the City Commission is working to create a strong, fiscally responsible budget; and

WHEREAS, the City Commission is planning for various capital improvements within its upcoming budget year; and

WHEREAS, the imposition of unbudgeted capital improvements during the fiscal year creates unnecessary and undesirable impacts on the City's financial reserves and spending plan; and

WHEREAS, the City Commission desires to allow for the implementation of unbudgeted capital improvements only in emergency situations as determined by the Commission; and

WHEREAS, the City Commission finds that the adoption of this resolution is in the best interest of the City.

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

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

Section 2. **Direction to the City Manager.** The City Manager shall not present any unbudgeted capital improvement project to the City Commission for their approval and all unbudgeted capital improvement projects shall be postponed until included and funded in a subsequent annual budget, unless the City Commission determines that the proposed improvement is required in order to address an emergency situation.

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

11B(1)

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 _____

PASSED AND ADOPTED this ____ day of September, 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,Unbudgeted Capital Improvement Projects.

11B(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: September 5, 2012

TO: Dennis Kelly
City Manager

FROM: Richard Chervony
Richard Chervony, Commissioner

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 REQUIRING THAT ALL NON-EMERGENCY, UNBUDGETED CAPITAL IMPROVEMENT PROJECTS BE POSTPONED UNTIL INCLUDED AND FUNDED IN A SUBSEQUENT ANNUAL BUDGET UNLESS THE CITY COMMISSION DETERMINES THAT THE PROJECT IS REQUIRED TO ADDRESS AN EMERGENCY SITUATION; AND PROVIDING AN EFFECTIVE DATE.**

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

DK:yph

11B(3)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

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: **August 28, 2012**

TO: **Mayor Connie Leon Kreps**
Vice-Mayor Eddie Lim
Commissioner Richard Chervony
Commissioner Stuart Blumberg

FROM: **Dennis Kelly**
City Manager

SUBJECT: **City Manuals and Policies**

RECOMMENDATION:

It is recommended that the City Commission approve the amendments to the Job Description and Position Classification Manual, Personnel Policies and Procedures Manual, Pay Plan, and related policies and forms.

BACKGROUND:

Since the original creation of the existing City Manuals and Policies there have not been any recorded changes to them although changes in laws and employment statuses within the City have occurred. For the past six months the City has been reviewing these manuals and policies, conducting analysis of surrounding City policies, job classifications, pay grades, policies, etc. The changes proposed throughout the attached manuals and policies provide us with a streamlined, comprehensive and fair approach to reclassification and compensation. These changes include complete revisions of the Personnel Manual and related policies to bring them into compliance with current laws, changes to the Job Description and Position Classification Manual including revision of pay grades, increase of job requirements and experience thresholds. Aside from editing the existing job descriptions the City has added job descriptions for new positions that the City feels should be included in the next fiscal year to allow for proper staffing.

11C(1)

Changes to these manuals and policies that affect non union employees will be immediately implemented with the exception of those changes that affect the City financially; financial changes such as revision of department director pay grades and corresponding salary changes, insurance stipends and addition of new positions, will be addressed through the upcoming budget sessions with anticipation of implementation once our new fiscal year begins October 1, 2012. There are proposed changes to these manuals that affect union employees and those changes will have to be negotiated with respective unions before they can be implemented. At the moment, the City is anticipating that negotiations with both unions will take place in the next few months.

These comprehensive changes will allow us as a City to function in compliance with current law, provide the employees with a clear set of rules and expectations with which to perform their job functions and ensure that employees are fairly compensated which ensures retention and recruitment of experienced staff. Therefore it is in the City's best interest to approve the changes and revisions presented in these manuals and policies.

FINANCIAL IMPACT:

The City will ensure that any changes that are of monetary nature are presented to the Commission through the budget process during the month of Sept 2012 and if approved, implemented on October 1, 2012.

PERSONNEL IMPACT:

All City non union employee changes which are non monetary will be implemented immediately and union employee proposed changes will be negotiated as soon as reasonably possible.

CONTACT:

Dennis Kelly, City Manager
Jenice Rosado, Human Resource Manager

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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: September 5, 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, APPROVING THE POSITION CLASSIFICATION MANUAL, THE PERSONNEL POLICIES AND PROCEDURES MANUAL, THE PAY PLAN, AND RELATED POLICIES AND PROCEDURES (THE "UNIFORM PERSONNEL POLICIES"; PROVIDING FOR REPLACMENT IN ITS ENTIRETY OF ANY EXISTING PREVIOUSLY ADOPTED PERSONNEL POLICIES; AND PROVIDING AN EFFECTIVE DATE.**

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

DK:yph

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, APPROVING THE POSITION CLASSIFICATION MANUAL, THE PERSONNEL POLICIES AND PROCEDURES MANUAL, THE PAY PLAN, AND RELATED POLICIES AND PROCEDURES (THE "UNIFORM PERSONNEL POLICIES"; PROVIDING FOR REPLACMENT IN ITS ENTIRETY OF ANY EXISTING PREVIOUSLY ADOPTED PERSONNEL POLICIES; AND PROVIDING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, pursuant to Section 4.01G of the City Charter, the City Manager is charged with administering and managing all employees that fall within his jurisdiction; and

WHEREAS, the City Manager wishes to provide a uniform system of personnel administration throughout the City for those employees not governed by a collective bargaining agreement; and

WHEREAS, the Position Classification Manual, Personnel Policies and Procedures Manual, Pay Plan, and related Policies and Procedures (the "Uniform Personnel Policies") have been drafted to facilitate this goal.

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. The City Commission adopts the Position Classification Manual, Personnel Policies and Procedures Manual, Pay Plan, and related Policies and Procedures attached and incorporated into this Resolution as Exhibit 1 (the "Uniform Personnel Policies").

Section 3. Existing Personnel Policies. Any previously adopted personnel policies are replaced in their entirety by the Uniform Personnel Policies.

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Section 4. **Application**. The Uniform Personnel Policies shall apply to all City employees except to the extent any provision therein alters the terms or conditions of employment for any employees represented by a union, in which case the provision therein will not control unless and until the City and its unions agree otherwise.

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

PASSED and ADOPTED this ____ day of September 2012.

_____
MAYOR CONNIE LEON-KREPS

ATTEST:

_____
YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:

_____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
City Attorney

CITY OF NORTH BAY VILLAGE

PERSONNEL POLICIES AND PROCEDURES MANUAL

REVISED
September 4, 2012

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- Job Description & Job Classification Manual/Pay Plan
- Management Benefits Policy
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- Domestic Partnership Ordinance
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- Absentee Report Form
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- Employee Contact Information Form
- Leave Donation Form
- ID Badge Form
- First Report of Injury and Supervisors Report

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INTRODUCTION

The City Commission and the City Manager welcome you to the City of North Bay Village (the "City"). This Manual is intended to provide basic information on a wide variety of policies and procedures affecting City employees. This is your reference guide during your time as an employee with the City.

This Manual is designed to give you a broad overview of the personnel policies and procedures you will need to know. The contents of this manual are presented as a matter of information only and are not conditions of employment. The City reserves the right to modify, amend, revoke, suspend, terminate or change any or all such plans, policies or procedures, in whole or in part, at any time, with or without notice, subject to the provisions of any applicable collective bargaining agreements.

The language used in this manual is not intended to create, nor should it be construed to constitute a contract between the City and any of its employees. You are encouraged to become familiar with the policies and provisions contained in the City's Policies and Procedures, collective bargaining agreements, Civil Service Rules and Regulations, and other related City documents. Any questions should be directed to your supervisor/manager or department head. If they are unable to assist you, you should then contact the Human Resources Director.

To the extent any of the policies contained herein are in direct conflict with any policy or procedure contained in any of the City's collective bargaining

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agreements, the pertinent provision of the Collective Bargaining Agreement will supersede the provision contained herein as to those employees covered by that respective Collective Bargaining Agreement.

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OVERVIEW

1. A CUSTOMER-ORIENTED SERVICE PHILOSOPHY

The City of North Bay Village is dedicated to enhancing the quality of life of City residents by providing superior services that meet its residents' current needs as well their future needs. The City endeavors to be recognized within and beyond our community as a city government of excellence.

The City has a customer-oriented philosophy, which must be taken very seriously by City employees. As public servants, it is each employee's responsibility to ensure that the City's customers (i.e., the public) is offered and delivered- the best service available in an expeditious and professional manner. This includes providing requested information and resolving citizen complaints and inquiries as promptly as possible. If City employees do not know the answer to an inquiry posed by a customer, that employee should make every reasonable effort to locate the requested information, follow up with the customer, and provide accurate information on behalf of the City. If the situation warrants, employees may also refer customers to other employees who can assist them with the information they need.

2. STATEMENT OF PURPOSE AND DECLARATION OF POLICY

This Manual is created to update, modernize, clarify and establish the Personnel Rules and Regulations for the City employees of North Bay Village. These rules and regulations will incorporate Rules and Regulations consistent with the Constitution of the State of Florida, general laws and the laws of Miami-Dade County, Florida, as well as the mandate contained in the City's Charter and Code.

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1. To provide a system of personnel administration that establishes uniformity of understanding among applicants, City employees, and the public, and that meets the social and economic needs of the people of the City, as well as to provide common terms and definitions for human resources administration.
2. To provide a means to recruit, select, develop and maintain an effective and responsive work force on the sole basis of merit and competence to the best interests of the City of North Bay Village. Equal employment practices are a high priority of the City of North Bay Village.

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GENERAL PROVISIONS

SECTION 1.1 PERSONNEL MANUALS & ADOPTION OF RULES

These rules and regulations are adopted pursuant to Section 33.037 and 33.038 of the Code of the City of North Bay Village, Florida. The Policies and Procedures detailed in this Personnel Manual as well as the City Manager-issued Policies and Job Description/Position Classification Manual ***(see attached)*** work in conjunction to serve as guidelines for personnel activity and to ensure the proper functioning of personnel issues in the City. The manuals and policies listed above apply to all general employees and contractual employees of the City of North Bay Village, except for elected officials, election workers, and members of advisory boards and committees.

If any of these Rules and Regulations is modified by the provisions of a Collective Bargaining Contract, the provisions of the Bargaining Contract shall apply to members of the bargaining unit during the term of such contract. If any issues are not addressed in bargaining contracts but addressed in this manual, the rules of this manual will prevail.

SECTION 1.2 EMPLOYEE PERSONNEL FILES

Employee Personnel Files will be kept securely and confidentially in the Human Resources Office. It is the duty of an employee to notify the Human Resources Office of any changes in contact information such as address, phone number etc. in order to make sure that his/her personnel file is kept

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up to date. If an employee wishes to update his/her contact information that employee must fill out an updated "Employee Contact Information Form" ***(see attached)*** with the Human Resources Office. If an employee wishes to view his/her personnel file he/she may do so by request in writing the Human Resource Office prior to being provided his/her file for review. Public Record requests compliance for personnel documentation will be in accordance with applicable Florida law Statute 119.

SECTION 1.3 EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to grant equal employment opportunities to all employees and qualified applicants without regard to age, sex, sexual preference, religion, political affiliations, race, color, national origin, marital status, disability, or any other category protected by federal, state or local laws. Any person who believes he or she has been discriminated against, in violation of this policy, should immediately inform the City Manager, Human Resource Director or his or her Department Head.

SECTION 1.4 DRUG AND ALCOHOL POLICY STATEMENT

The City regards the misuse of alcohol or drugs by employees to be an unsafe work practice. The City and the public expect all employees to report to work drug and alcohol free, and mentally and physically able to perform their assigned duties and responsibilities in a safe, efficient and reliable manner.

The City of North Bay Village is a drug-free workplace. What this means to the employees is that they are prohibited from manufacturing,

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distributing, dispensing, possessing, or using any controlled substances (as defined by federal, state and local laws) or drug paraphernalia (including but not limited to pipes, bongs, syringes, etc.). Prescription medication (i.e., drugs obtained pursuant to a prescription from a licensed medical provider) may be taken during work hours as prescribed by the employee's medical provider; however, the abuse of prescription medication is strictly prohibited and will result in disciplinary action up to and including termination. Employees are required to report any convictions of criminal statutes for drug violations occurring in the workplace within 5 days of the conviction.

As part of this policy, all applicants considered for employment with the City will be subject to drug testing as permitted under Florida Law. Any job offer to such a job applicant is contingent upon that applicant successfully passing the drug test that is administered to him/her. A job applicant for a special risk or safety-sensitive position with a confirmed drug test result will be denied employment. Employees and job applicants may confidentially report the use of prescription or non-prescription medication both before and after having a drug test.

Furthermore, the City requires all employees to submit to post accident drug testing no later than 24 hours after a job-related accident. When a job-related accident occurs, drug testing will be conducted when: (1) the accident results in a fatality; or (2) the accident is non-fatal, but results in injuries which require the transportation of an injured person to a medical facility or if a vehicle that is

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involved in the accident incurs disabling damage that requires towing from the accident site.

Random and/or scheduled periodic drug and/or alcohol testing may be performed on employees involved in safety-sensitive or special risk positions, to the extent allowed by law. This includes employees who drive City vehicles, operate heavy equipment, are subject to testing by the Florida Department of Transportation, or persons who occupy a position in which a momentary lapse in attention could result in injury or death to another person.

The City also has the right to perform drug testing based upon reasonable suspicion. Reasonable suspicion exists when there is a belief that the employee is using or has used drugs or alcohol in violation of this policy, as drawn from specific objective and articulable facts, and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing will only be conducted upon the approval of a City supervisor/manager who is at least the second-level supervisor of the subject employee. Reasonable inferences which may give rise to a belief that an employee has violated the policy include, but are not limited to: direct observation of drug or alcohol use; physical syjmptoms or manifestations of being under the influence of drugs or alcohol; abnormal or erratic behavior while a work; and a report of drug use from a reliable and credible source.

Employees who are subject to a routine fitness for duty examination may be required to take a drug and/or alcohol test as part of their medical examination.

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Employees who require assistance for substance dependency and related problems are encouraged to contact the Human Resources Director or his/her designee at (305) 756-7171 Ext. 80. The City will not discharge, discipline or discriminate against an employee solely because that employee voluntarily seeks treatment for illegal or controlled substances if the employee: (1) has not previously tested positive for drug and/or alcohol use; or (2) entered an employee assistance program for alcohol and/or drug-related problems; or (3) entered a drug and/or alcohol rehabilitation program.

To the extent drug testing is addressed in the respective employee collective bargaining agreements, it is the responsibility of employees belonging to unions governed by those collective bargaining agreements to become familiar with those contractual requirements.

The City shall pay the cost of any initial and confirmation drug and/or alcohol tests. The employee is responsible for paying the costs of any additional drug and/or alcohol tests not required by the City.

Drug test results of applicants and employees shall be kept separate and confidential in accordance with the applicable laws.

Employees who receive a confirmed positive drug test or refuse to submit to drug testing may be subject to dismissal from employment with the City.

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SECTION 1.5 COMPUTER, EMAIL, INTERNET USE AND SOCIAL NETWORKING

Use of the City-provided Internet and electronic mail is a privilege. Electronic mail and Internet usage by City employees must be limited to City-related business. The City's computer systems as well as equipment and data stored on those systems are and remain at all times property of the City.

No employee shall install unauthorized software on any City computer. Prior to installation, all software must be authorized by the City Manager or his/her designee. Failure to obtain appropriate approval prior to installing software shall result in disciplinary action.

Employees are cautioned that they should have no expectation of privacy while using the Internet and postings can be reviewed by anyone. Employees who access the City-provided Internet shall not use it for unethical and illegal activities such as: accessing, viewing, posting, printing and/or downloading obscene or sexually oriented material; viewing, accessing, printing and/or downloading images from pornographic websites; sending receiving, posting, printing and/or downloading material with offensive or harassing statements concerning a person's race, national origin, sex, sexual orientation, age, disability or religious or political beliefs; sending, receiving, printing, posting or otherwise disseminating proprietary data or other confidential City data. Employees are prohibited from utilizing City-owned equipment (including computers, to conduct social networking activities. Employees are further prohibited from making statements

11C (18)

on social networking sites that their views represent those of their Department or the City, unless they are given prior written authorization by their Department Head or his/her designee to do so.

Employees are further prohibited from utilizing social media to harass, threaten, discriminate against or disparage City employees. The City reserves the right to monitor comments or discussions posted online about the City, its employees and its residents.

Failure to abide by the foregoing policy may result in disciplinary action up to and including termination. Discipline will be administered on a case-by-case basis based on the nature of the policy violation. The City strongly encourages employees to report any violations or possible perceived violations of this policy to their supervisors or managers for an investigation into the alleged violation.

SECTION 1.6 SEXUAL HARASSMENT POLICY

All employees are responsible for ensuring that the work place is free from sexual harassment. Employees must avoid any action or conduct that could be considered sexual harassment, including, but not limited to: unwelcome sexual advances, requests for sexual acts or sexual favors, or other verbal and/or physical conduct of an offensive or harassing nature. Any employee who has a complaint or has witnessed such harassment should immediately contact their respective supervisor, the Human Resources Director or the City Manager, and the complaint will be promptly investigated.

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Employees who believe they are the victim of sexual harassment are encouraged to notify the offender that his/her actions are considered offensive and request that such behavior immediately cease. Should the behavior continue, the employee should immediately report it to his/her supervisor, the Human Resources Director, or the City Manager. It is the supervisor's responsibility is to take all complaints seriously and to report all allegations of harassment to the Human Resources Director and City Manager. It is the responsibility of the Human Resources Director to ensure that all allegations of harassment are promptly and thoroughly investigated and resolved and to keep a written record of the investigation and its results.

The Human Resources Director may request the involvement of the City's police department depending on the severity of the charges alleged. In those instances where the police department is involved, upon completion of the investigation, the police department will send a written report of its findings to the City Manager and the Human Resource Director for final disposition. All interested parties will be apprised of the findings of the investigation upon its conclusion.

The City shall take appropriate corrective action, including implementing any necessary disciplinary measures to remedy violations of this policy. Complaints and investigations shall be kept confidential to the extent required by law. No employee will be retaliated against in any way for reporting sexual harassment or for utilizing the complaint procedure outlined herein. Employees

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in violation of this policy, including employees who retaliate against those who avail themselves of the complaint procedures outlined herein, are subject to disciplinary action up to and including dismissal.

SECTION 1.7 MEDICAL EXAMINATIONS

The City requires all applicants who have been offered a job with the City to undergo a medical examination at the expense of the City. Further, all City employees at any time during their employment with the City may be required by their Department head to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. Such fitness for duty examinations shall be at no expense to the employee. Refusal to submit to such examinations may result in disciplinary action up to and including termination from employment.

All records generated as a result of the foregoing medical examinations will be kept separate and confidential in compliance with the applicable laws.

Medical examinations which reveal that an applicant who has been offered a City position or an employee cannot, with or without reasonable accommodation, perform the required job duties for the assigned position, may be grounds for revocation or termination of employment.

SECTION 1.8 SOLICITATIONS

Because solicitations distract employees from their work, employees are

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not permitted to solicit or respond to solicitation for any purpose during work hours, without prior approval of the City Manager.

Employees are further reminded that, as public employees, they are prohibited from soliciting or receiving anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of their duties. Incidental items provided to public employees in the due course of business while attending conferences, seminars and training sessions shall be exempt from this provision.

SECTION 1.9 BUSINESS ATTIRE

The City of North Bay Village expects its employees to maintain a neat, clean and professional appearance that is appropriate for office and public contact. Employees who are assigned uniforms are expected to wear their assigned uniform while they are on duty and to have their uniforms cleaned and mended, as necessary. To assist employees in determining what appropriate business attire is, the following guidelines are provided:

Appropriate:

- Business suits (men & women)
- Gentlemen's slacks & collared shirts
- Ladies' dresses
- Dress shirts and ties
- Ladies' slacks and blouses
- Uniforms as assigned

Inappropriate:

- Cocktail dresses
- Ripped or stained clothes
- Strapless blouses or dresses
- Sneakers
- Jogging suits
- See-through clothing
- Clothing bearing logos, slogans, ads, etc. – other than City shirts
- Shorts

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Exception: Fridays and designated days such as 4 hour (1/2 days) will be considered "casual days"- You are allowed to wear Jeans, sneakers, loafers, dress sandals and casual style shirts such as polo shirts.

SECTION 1.10 EMPLOYEE IDENTIFICATION CARDS

All City employees are issued a photo identification ("ID") card upon being hired by the City. In order to obtain an ID card, employees are required to complete an "ID Badge Form," which must be submitted to the Human Resources Office. This card should be visibly worn by the employee during working hours. The ID card will also work as an access card to City offices. ID Cards are issued by the City's police department and provided to the employee by the Human Resources Director. It is an employee's responsibility to report a lost or stolen ID card to the Human Resources Director and to the Chief of Police immediately. ID cards for elected officials will contain the official's term of office dates. Elected Officials will be issued a new ID card should they be re-elected, which will reflect their new term dates. Upon termination of employment with the City, ID cards must be returned to the office of the Human Resources Director. Upon termination of elected officials' terms, those officials will be allowed to retain their ID cards, but access to all City premises or facilities will be disabled.

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SECTION 1.11 POLITICAL CAMPAIGNS

No employee shall actively engage in a political campaign during said employee's working hours, while in City uniform or in a manner as to suggest that he/she is representing the City in any fashion.

Employees are prohibited from engaging in the following political activities:

1. Utilizing City property to influence or attempt to influence the results of a City election.

2. Utilizing their positions to influence or to attempt to influence the results of a City Commission election.

3. Personally soliciting votes for or against any candidate for the City Commission during working hours.

4. Soliciting, during working hours or while on duty in the course of their employment, any contribution, whether money, goods or services, to or for the benefit of any candidate for elected City office or any political party or organization supporting any such candidate.

5. Using their official position, authority or influence for the purpose of interfering with or affecting the results of any City election, or influencing the selection of candidates for political office.

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SECTION 1.12 EMPLOYEES RUNNING FOR ELECTED OFFICE IN THE CITY

Employees who are defined as "officers" or "subordinate officers" under Florida's resign to run law (Fla. Stat. 99.012) shall resign from City employment prior to running for elected office within the City. Such resignation shall be effective on the day that the employee is to assume office. Any employee desirous of running for public office should consult with the City Clerk's Office or the Human Resource Office regarding resignation.

SECTION 1.13 OTHER GAINFUL OCCUPATION/OUTSIDE EMPLOYMENT

The City has the right to be informed about an employee's outside employment to ensure that it will not conflict with the employee's primary job responsibilities. If an employee is contemplating or is involved in any outside employment, such employee must complete a "Request for Outside Employment Form" and "Outside Employment Statement" (both forms are available at the City Clerk's Office). These forms must then be submitted to the City Clerk's office for review and routing to the City Manager, who must provide written approval to the employee prior to that employee engaging in outside employment. If approval for outside employment is denied by the City Manager, the employee cannot engage in outside employment. Outside employment should not interfere with the performance of City duties or the adherence to City personnel policies or procedures or be considered a conflict of interest. The City Manager will determine if a conflict exists. It is the employee's responsibility to file for renewal

11C(25)

of approval for outside employment on an annual basis, no later than July 1st of each year. Copies of all approvals or statements shall be provided by the City Clerk to the Human Resource Director and will be placed in the employee's personnel file.

SECTION 1.14 VIOLATIONS OF PERSONNEL RULES AND REGULATIONS

Any violation of any of the rules and regulations contained herein shall constitute adequate grounds for removal from City employment.

SECTION 1.15 APPOINTMENTS TO MORE THAN ONE PART-TIME POSITION

Any person may be appointed to more than one part-time position in City service, provided the working hours and duties do not conflict. Any person who is appointed to more than one part-time position i shall not be considered a full-time employee and will not be afforded the benefits of a full time employee.

SECTION 1.16 WORK RELATED INJURY

An employee who sustains a work-related injury or illness A must, as soon as reasonably practicable after the occurrence of the injury or illness report the injury or illness to his/her immediate supervisor and to the Human Resources Office. If the nature of the injury is not urgent enough to require a hospital visit, but may be treated by an urgent care facility of the City's choosing, the employee will need approval from the Human Resources Office prior to seeking treatment

11C (26)

from that facility. At the time of the employee's visit the employee will receive documentation as to his/her work status and any restrictions on work activities (e.g., light duty, etc. Employees are required to bring a copy of this workers compensation status form (DWC25) to their supervisors and the Human Resources office or they will not be allowed to return to work. As soon as possible after receiving or suffering the injury or illness, the supervisor and employee must fill out two required forms: "First Report of Injury Form" and "Supervisors Report" ***(see attached)***. These forms must be completed and submitted to the Human Resources Office with any additional documentation concerning the injury or illness no later than 3 days after the injury or illness. Employees at all times during their work related injury or illness and for the period of time thereafter during which they receive treatment, should communicate with their supervisor as to their work status and any medical instructions that they have been provided with. If the the employee is cleared to return to normal duty but feels that he/she requires additional time to recover, the employee must use his/her accrued sick leave for such additional recovery.

SECTION 1.17 USE OF CITY VEHICLES

All employees who drive a City vehicle are required to have a current valid Florida driver's license. By or before October 1st of each year, any employee who drives a City vehicle must provide a copy of their driver's license to the City Manager's Office, which will be placed in the employee's personnel file. The City Manager or his/her designee many conduct random verification of

11.C(27)

employees' drivers' licenses. Any employee who does not possess a valid Florida driver's license shall immediately cease driving or otherwise operating a City vehicle. The loss or failure of an employee to maintain a current valid Florida driver's license may result in disciplinary action up to and including termination. Employees governed by a collective bargaining agreement will be disciplined in accordance with the procedures adopted therein.

SECTION 1.18 BACKGROUND INVESTIGATIONS

All applicants for employment with the City must submit to a background investigation checks and are required to complete a "Background Information Release Waiver." The background investigation will be conducted in compliance with all applicable federal and state laws, including the Fair Credit Reporting Act. Applicants who are denied employment based on such background investigation will be informed of the nature and the scope of the background investigation and provided with the name of the reporting agency or other sources of information.

Further, Current and prospective employees, board members, volunteers and contractors that will be working with children and the elderly in City functions, events or programs are required to undergo an FDLE criminal background check. Failure to submit to such background check will prevent any such persons from participating in any City functions, events or programs that would place them in contact with children and the elderly. Persons subject to such background check will be required to sign a waiver agreement ("VECHS Waiver

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Agreement and Statement") allowing the background check to be conducted. Refer to policy number 2012-01 for the detailed policy ***(see attached).***

SECTION 1.19 PERFORMANCE EVALUATIONS

Each employee shall be given a performance evaluation by means of a standard "Performance Evaluation" form ***(see attached)*** on the date that such employee was placed in the current position. Performance evaluations are utilized by the City to address performance issues and improve work productivity and engage in a dialogue concerning an employee's strengths and weaknesses. If the City is in a financial position to provide a merit increase, employees who receive a passing score on their performance evaluations will receive a merit increase of 3%. If a passing score is not achieved, the employee will not be entitled to a merit increase for that year and will have to wait until the next year's performance evaluation for another chance at a merit increase. For more information on merit increases, employees should refer to Section 3.1 of this Manual as relates to "Employee Compensation."

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DEFINITIONS, CLASSIFICATION AND PAY PLANS

SECTION 2.1 DEFINITIONS, CLASSIFICATIONS, JOB DESCRIPTIONS AND PAY PLANS

The below-listed terms and phrases shall have meanings as defined herein, and no other meanings are implied. Words of gender shall be mutually inclusive and interchangeable.

Position Classification and Job Description Manual:

A description of the duties, responsibilities, required experience, pay grade and related criteria for each job position.

Appointing Authority:

The City Manager, acting in the capacity of Chief Administrative Officer of the City.

City Commission:

The elected governing body acting in its capacity as the legislative and policy-making representatives of the City.

Department Heads or Management Employees (non-union and exempt):

Full time employees or Consultants / Contractual employees who are not covered by a collective bargaining agreement, who answer directly to the City

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Manager for the day-to-day operation of their particular department and who receive Management Benefits (if not contractual or consultant):

A. Assistant City Manager

B. Chief of Police

C. Assistant Chief of Police

D. Assistant to the Chief of Police

E. City Clerk

F. Chief Building Official

G. Finance Director

H. Public Works Director

I. Human Resources Manager / Director

J. Grants and Capital Projects Manager

Professional Employees (non-union and exempt):

Full time employees who shall continue in their employment at the discretion of the City. Those employees not represented by a collective bargaining unit, who act in an administrative or supervisory capacity, answering directly to their respective Department Heads or Manager. These employees do not receive standard Management Benefits or overtime

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compensation but are afforded the standard benefits The City offers.

A. Budget Utility Accountant

B. Public Works Supervisor

C. Code Enforcement Officer

D. Deputy City Clerk

E. Executive Assistant to the City Manager, Assistant City Manager and Commission

Service Employees (non-union, non exempt):

Full-time employees that are not represented by a union who are entitled to overtime and are afforded the standard benefits the City offers.

A. Administrative Assistant Generalist

B. Human Resource Clerk & Special Events Coordinator

C. ATS Program Technical Coordinator & Front Desk Support Clerk

Part-time employees:

Employees working less than 40 hours a week and are not afforded the benefits the City offers.

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Bargaining Unit Employees (union, non exempt):

Permanent full-time sworn police personnel of the rank of police officer, police sergeant, police corporal, police lieutenant, police public service aide, police dispatcher, Supervisor dispatcher & communications coordinator, water utility worker, sewer utility worker, maintenance worker, sanitation worker, sanitation driver, accounting clerk, records coordinator, records management clerk & front desk support clerk, building and zoning clerk, account clerks.

Contractual or Consultant Employees:

Those employees who hold a contract for employment with the City, and work on an as-needed basis, which may be up to an average of forty (40) hours per work week, but who are not eligible for employee benefits. Additionally, regardless of whether a contractual employee is required to punch a time clock, overtime or compensatory time is not granted to contractual employees.

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Collective Bargaining Agreements (unions):

The City of North Bay Village has entered into two collective bargaining agreements with employees as they relate to the terms and conditions of sworn police officers and laborers. Items addressed in Collective bargaining agreements supersede this manual. If an item is not addressed in the bargaining agreement then the Personnel Manual is applicable.

Demotion: The movement of an employee from one job classification to another classification having a lower pay grade. An employee may voluntarily request a demotion by responding to a job posting or an employee may be involuntarily demoted as a disciplinary measure when alternative disciplinary measures are not appropriate or are not in the best interest of the City.

Promotion: The movement of an employee from one job classification to another classification of a higher pay grade. An employee may voluntarily request a promotion by responding to a job positing or an employee may be promoted by his/her supervisor.

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Termination: Permanent separation from City service by the City Manager.

SECTION 2.2 NEW POSITIONS / REMOVAL OF POSITIONS AND CHANGES IN EMPLOYEE STATUS

All new positions removed positions or edited positions shall be entered into the Job Classification and Job Description Manual and assigned a pay grade. New Department Director and Manager Positions shall be established by the City Manager and approved by the City Commission. All other positions shall be established by the City Manager and if applicable, subject to approval by the applicable Collective Bargaining Unit.

SECTION 2.3 PAY PLAN

The pay plan shall constitute the official schedule of salaries. The Pay Plan consists of 39 pay grades of 12 steps for each grade ***(see attached Job Description and Position Classification Manual).*** The provisions of any applicable Collective Bargaining Agreements shall supersede the provisions contained herein when conflicts arise.

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EMPLOYEE COMPENSATION

SECTION 3.1 EMPLOYEE COMPENSATION

Each employee shall be paid a base salary, determined in accordance with a job classification and pay plan. Each pay period shall consist of fourteen (14) calendar days, within the pay period. All employees are paid biweekly, with each pay period ending the week before pay checks are issued. Each department is responsible for ensuring that all hours are reported on a timely basis.

Each employee shall be given a performance evaluation by means of a standard "Performance Evaluation" form (***see attached***) on the date that such employee was placed in the current position. If the City is in a financial position to do so, a merit increase of 3% will be provided to an employee if the employee receives a passing score on his/her performance evaluation. Passing score is defined as no more than "3" below the satisfactory ratings on the performance evaluation form. If a passing score is not achieved, the employee will not be entitled to a merit increase for that year and will have to wait until the next year's performance evaluation for another chance at a merit increase. If the employee has already reached the cap or maximum pay step for his/her position then he/she will no longer be eligible for merit increases and at that point will only be eligible on an annual basis for cost of living increases (COLA) (if offered). The provisions of

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any applicable Collective Bargaining Agreements shall supersede the provisions contained herein when conflicts arise. These Rules shall prohibit arbitrary, capricious or discriminatory awards of compensation to all City employees.

A. MERIT

An employee will be entitled to a merit increase of 3% per year, based on his/her performance on the date of his/her current position's anniversary. If the employee achieves a minimum of a satisfactory score on his/her annual "Performance Evaluation form" ***(see attached)***, then the employee will move up one (1) step within the pay grade assigned to the employee's job classification. The employee job classification with assigned pay grades are found in the City's Job Description and Position Classification Manual ***(see attached)***. An employee will no longer be entitled to merit increases after the employee has reached the max or cap pay for the particular position classification that the employee is under. The only way to begin to receive merit increases again is through a promotion to a position with a higher pay grade assignment.

B. COST OF LIVING INCREASES

Cost of living increases (COLA) may be provided on an annual basis on October 1st. The amount of the COLA is determined by the City Manager based

on budgetary availability or as determined by the applicable collective bargaining agreements.

C. LONGEVITY

Longevity pay is provided to each employee on the employee's full time date of hire anniversary. Employees will receive $300.00 in annual longevity for years 5, 6, and 7; $500.00 for years 8, 9,10,11, and 12 and $1,000.00 for year 13 and over. Amounts of longevity may differ based on applicable collective bargaining agreements.

SECTION 3.2 WORK WEEK

The City work week shall consist of forty (40) hours, normally consisting of five (5), eight (8) hour days. Work weeks and operating hours of each employee shall be determined by their respective Department Head or Manager in accordance with operational needs, and shall be approved by the City Manager.

Employees are prohibited from signing another employee's name to any time card or electronic device, time sheet, leave request, or any other personnel action form. Violation of this policy will result in disciplinary action up to and including termination.

Each employee must take one (1) lunch/meal period during any eight (8) hour work day, the length of which shall be no more than one hour. Depending upon the employee's work hours, the actual length of time permitted for a lunch/meal period shall be determined by the City Manager.

The scheduling of breaks shall be determined by the Department Head; however, breaks shall not exceed two (2) in any eight (8) hour period and shall be no longer than fifteen (15) minutes in length.

SECTION 3.3 APPOINTMENTS TO BE WITHIN SALARY RANGE

The entrance salary for new appointees shall be within the salary range (pay grade) for the position to which they are appointed. New hires will generally be paid within the first step of their position's assigned pay grade but the City Manager has discretion to increase the new hire's pay.

SECTION 3.4 REINSTATEMENT SALARY

The salary of a reinstated employee shall be within the salary range for the pay grade assigned to the position in which they are appointed.

SECTION 3.5 PERMANENT TRANSFER SALARY

When an employee is permanently transferred to another position assigned the same pay grade no change in salary shall be made. (SEE ALSO SECTION 6.6)

SECTION 3.6 PROMOTION SALARY

When an employee is promoted to a position that is assigned a higher pay grade and his/her salary is lower than the minimum of new position's pay grade, his/her salary shall immediately be increased to the minimum of the new position's pay grade.

SECTION 3.7 DEMOTION SALARY

When an employee is demoted to a position assigned a lower pay grade and his/her existing salary is higher than the new position's maximum pay, his/her

salary shall immediately be decreased to the maximum step of the new position's pay grade (final step). The demoted employee's established anniversary date shall remain the same.

SECTION 3.8 UNIFORMS AND/OR SPECIAL PERSONAL EQUIPMENT

In positions where uniforms and/or special personal equipment are specifically required, the same shall be furnished by the City in accordance with the rules of that specific department.

In the event an employee separates from City employment, it shall be the Department Head or Manager's responsibility to obtain all City-owned items including keys, tools, and uniforms, from the departing employee. The employee's final paycheck will not be distributed until all properties are returned or accounted for. The Department Head or Manager should, at the completion of collection of such items, send the Human Resources Director an email advising of the return of all City-issued/owned items.

SECTION 3.9 HEALTH INSURANCE

All full-time employees shall be covered by a health insurance plan as provided by the City, subject to the plan's terms and conditions. The City provides this plan consistent with budgetary considerations and the availability of employee contributions toward premium payments. The City may pay all or part of the cost of such insurance; however, providing such coverage is not to be construed as an agreement to continue to provide coverage in the future.

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The City pays 100% of the cost of employee coverage and 60% of the cost of employees' dependents' coverage. For all employees who are not covered under the City's medical insurance plan, the City will pay $400 per month to such employees, provided such employee provides acceptable proof to the City that he/she is covered by his/her spouse's medical insurance. The Employee must provide this proof to the Human Resources Director at which point the employee will be asked to fill out a "Health Insurance Stipend Request Form" ***(see attached)***.

In addition to the foregoing, the City provides health insurance coverage to employees involved in a domestic partnership. In order to avail themselves of health insurance coverage, employees in a domestic partnership must adhere to the requirements itemized in Ordinance 2007-04, which relates to employment benefits for registered domestic partners. A copy of Ordinance 2007-04 is ***attached*** to this Manual.

Employees will generally be eligible for insurance coverage on the first of the month following the date of employment.

SECTION 3.10 DENTAL INSURANCE

The City currently offers dental insurance. The City pays 100% of the cost of employees' coverage and 60% of the cost of employees' dependents' coverage. Employees will generally be eligible for insurance coverage on the first of the month following the date of employment.

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SECTION 3.11 LIFE INSURANCE

The City pays $75,000 worth of life insurance for general employees. Employees over the age of 65 may experience reduced coverage. Management coverage shall be in accordance with the City's Administrative Policy relating to "Management Benefits". A copy of the policy relating to management benefits is attached to this Manual (policy number 5-05) (***see attached***). Eligibility for this insurance generally begins on the first of the month following the date of employment with the City.

SECTION 3.12 DISABILITY INSURANCE

The City of North Bay Village pays 100% of the cost of short-term disability insurance.

SECTION 3.13 SUPPLEMENTAL BENEFITS

The City offers a supplemental health insurance plan through AFLAC which pays benefits or occurrences of specified health events. For more information on this plan, contact the Human Resources Office to set up a meeting with the AFLAC representative.

SECTION 3.14 RETIREMENT

The City offers employees retirement contributions through the Florida Retirement System (FRS). The rate of City contribution into an employee's FRS plan will depend on the employee's job classification. In addition, a 3% pretax contribution is directed from the employee's paycheck into the employee's retirement account.

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SECTION 3.15 TRAINING

Each Department Head or Manager shall be responsible for the instruction and training of employees in their specific duties and for explaining compensation, time schedules, policies, objectives and methods of the departments and their operations.

Specific departments or the City as a whole may require employees to attend supervisory, policy, procedures, and techniques training. Training should be provided during normal work hours and compensated at the employee's hourly rate of pay. If training requires travel, travel expenses will be reimbursable and employee must meet with Finance Department for instructions prior to travel. To the extent any overtime hours are involved in connection with City-mandated training, employees will be compensated in accordance with the Fair Labor Standards Act (FLSA). Employees will be given advance notice of training whenever possible.

SECTION 3.16 EDUCATIONAL ASSISTANCE AND EDUCATIONAL REIMBURSEMENT

Employees will be compensated for education obtained while under the employ of the City if the courses, testing or education sought are related to their job function. The employee must, in writing, prior to commencement of courses, testing or education, provide his/her supervisor with a written request detailing the course and explaining how it pertains to their field of work and would benefit he/she in the performance of his/her job duties. The supervisor, if he or she

approves the course, will submit the request to the Human Resources Office for further approval from the City Manager. If the supervisor or City Manager denies the request for educational assistance, a written explanation for the denial must be provided to the employee. At the conclusion of the courses, testing, etc., the employee must fill out a "Request for Educational Reimbursement Form" ***(see attached)***. The City will reimburse the employee for the amount spent to take the courses, testing, etc and related expenses such as books and course materials. The reimbursement amount will depend on the grade(s) obtained. A pass/fail course will be reimbursed for the full amount if passed and will not be reimbursed for any amount if failed. A grade of an A is reimbursed at 100%, B at 80% and C at 70%. The maximum amount of educational reimbursement that an employee can receive is $2000 annually (including any other associated costs such as books etc.). Management staff and bargaining unit members' educational reimbursement amounts may differ. Employees utilizing educational assistance must remain with the City for a period of at least one (1) year from completion of the reimbursed course(s) or said monies must be repaid to the City (amount deducted from final pay).

HOLIDAYS AND VACATIONS

SECTION 4.1 OFFICIAL HOLIDAYS

Official holidays shall be: New Year's Day; Martin Luther King's Birthday; Memorial Day; July 4th; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving; and Christmas Day.; Employees are also entitled to three (3) personal days.

New Full-time probationary employees hired July 1st or later in the calendar year shall receive, for that year, only two (2) of the three (3) personal days. All other employees shall receive twenty-four hours of floating holiday time on their pay stubs, which represents three (3) personal days. These hours shall be reflected on existing employees' pay stubs on the 1st paycheck of each calendar year. Employees wishing to utilize their personal days must complete an "Absentee Report Form," ***(see attached)*** and provide it to their supervisor and the Human Resources Director for approval.

Employees governed by a collective bargaining agreement should check their respective contracts to determine their holiday schedule.

SECTION 4.2 ELIGIBILITY FOR VACATION LEAVE

Vacation leave will begin to accrue on your date of hire. If requested and at the City Manager's discretion, an employee may be eligible to use up to twenty-four (24) hours of vacation leave after the completion of six (6) months of employment. After an employee's probationary period (i.e., once the employee

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becomes a permanent employee) the employee is eligible to use his/her vacation leave by filling out an "Absentee Report Form" and providing it to his/her supervisor and the Human Resources Director for approval.

SECTION 4.3 VACATION LEAVE ACCRUAL

Vacation leave will begin to accrue immediately with restrictions on usage as described in section 4.2 of this manual. Should an employee be promoted and begin a new probationary period, vacation leave shall continue to accrue during the new probationary period.

SECTION 4.4 VACATION LEAVE - UNDER FIVE (5) YEARS EMPLOYMENT

During the first five (5) years of employment, employees shall receive ten (10) vacation leave days per year and these days will accrue on a bi-weekly basis or as specified in the applicable Collective Bargaining Agreements. As noted in Section 4.3 above, probationary employees have restrictions on vacation leave during their probationary period. Management staff may have differing vacation leave periods as specified in "Management Benefits" administrative policy. The Management Benefits policy (policy number 5-05) is attached to this Manual.

SECTION 4.5 VACATION LEAVE OVER 5 / UNDER 15 YEARS OF EMPLOYMENT

Employees who have served more than five (5) years but less than fifteen (15) years shall receive fifteen (15) vacation leave days per year and these days will accrue on a bi-weekly basis or as specified in the applicable Collective

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Bargaining Agreements. Management staff may have differing vacation leave periods as specified in "Management Benefits" administrative policy. The Management Benefits policy (policy number 5-05) is ***attached*** to this Manual.

SECTION 4.6 VACATION LEAVE FOR 15 YEARS OR MORE

Employees who have served fifteen (15) years or longer shall receive twenty (20) vacation days per year and these days will accrue on a bi-weekly basis or as specified in the applicable Collective Bargaining Agreement. Management staff may have differing vacation leave periods as specified in the "Management Benefits" administrative policy. The Management Benefits policy (policy number 5-05) is ***attached*** to this Manual.

SECTION 4.7 VACATION LEAVE ACCUMULATION

All vacation leave accumulated in excess of Sixty (60) days at the end of each fiscal year (September 30 of each year) shall be compensated at the employee's current rate of pay or as specified in the applicable Collective Bargaining Agreement. Vacation leave accruals over sixty (60) days will be paid out to employees in one (1) lump sum check as soon as reasonably possible after September 30th of each year. Employees with an excess of Four Hundred Eighty (480) hours of Vacation leave as of October 1, 2012 must meet with the Finance Director and Human Resource Director to develop a plan for reducing their banked hours. Management staff may have differing vacation leave accumulation rules as specified in the "Management Benefits" administrative policy. The Management Benefits policy (policy number 5-05) is ***attached*** to this Manual.

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SECTION 4.8 VACATION TIME TO BE APPROVED BY DEPARTMENT HEADS

Requests for vacation leave shall be approved by the employee's Department Head or Manager. Vacation requests must be made in writing by an employee to his/her Department Head or Manager utilizing an "Absentee Report Form" ***(see attached).*** It is the Department Head's or Manager's responsibility to meet with the Human Resources Director prior to final approval of the employee's requested time off.

SECTION 4.9 EARNED BALANCE OF ANNUAL LEAVE

Any earned balance of annual leave of a regular employee who retires, resigns, is laid off, or who dies in the service of the City, shall be paid as soon as reasonably possible, to the employee or his/her beneficiary, at the employee's rate of compensation at the time of separation from City service, that is occasioned as a result of retirement, resignation, layoff, or death.

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ABSENCES AND LEAVES

SECTION 5.1 ATTENDANCE

All employees must come to work on time, work their scheduled shifts, and leave work at the scheduled time. Irregular attendance of any kind and/or tardiness, which absenteeism or tardiness is not authorized or excused, shall be considered in marking efficiency ratings. Employees who demonstrate poor attendance habits are subject to disciplinary action including but not limited to termination.

SECTION 5.2 REPORTING ABSENCES FROM DUTY

Employees are required to report absences from duty, which were not previously arranged, to their Department Head or Manager within one (1) hour before their work day begins, on each day when such absence occurs. If the absence is expected to be of considerable duration, the absence must be reported as specified above on the first day of the absence (i.e., at least one (1) hour before the beginning of the work day), along with a statement of approximate length of time such absence is expected to continue. The City Manager or his/her designee will determine under what circumstances employees on such extended leaves of absence are entitled to compensation.

To the extent the terms of a collective bargaining agreement address absences, the terms of the collective bargaining agreement will supersede the provisions contained herein.

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SECTION 5.3 COMPASSIONATE/BEREAVEMENT LEAVE

All employees shall be entitled up to five (5) days compassionate or bereavement leave with pay upon the death of a member of the employee's immediate family, i.e.: spouse, child, brother, sister, parent, grandparent or other relative living in the same household.

SECTION 5.4 SERVICE CONNECTED INJURY/CITY SUPPLEMENTAL PAY TO WORKERS COMPENSATION BENEFITS

Whenever any full time employee sustains an on-the-job injury, he or she shall be carried at full pay and benefits for a period not to exceed three (3) months, unless extended by the City Manager for a period not to exceed an additional three (3) months or specified otherwise in the Collective Bargaining Agreements. Subsequent to that, if the employee is still unable to return to work and remains on Workers' Compensation leave, the employee will be paid in accordance with existing Florida law. The City Manager has the right to have the employee examined by the City doctor prior to the approval of any pay benefits. Any Workers' Compensation checks received by the employee during the period the employee is being provided with full pay and benefits by the City, shall be endorsed to the City. In considering whether to award the above-described additional three (3) months of pay and benefits, the City Manager shall consider the following:

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1. The employee's length of service and past accident and on - the-job injury record,
2. Any and all written safety rules and regulations of the City; and
3. Copies of all pertinent medical reports prepared by the employee's treating physician.
4. All pertinent facts and information concerning the injury sustained including whether or not the employee was involved in activity that was not connected with the employee's job duties; and copies of all pertinent medical reports prepared by the employees treating physician.

Employees on Workers' Compensation leave will be required to complete an "Absentee Report Form" and provide it to their supervisor and the Human Resources Director.

Employees whose terms and conditions of employment are governed by a collective bargaining agreement shall be compensated in accordance with the operative agreement.

SECTION 5.5 SICK LEAVE

Sick time shall start accruing at twelve (12) days per year on a bi-weekly basis. If an employee desires to utilize sick leave, that employee must complete an "Absentee Report Form," ***(see attached)*** and provide it to his/her supervisor and the Human Resources Director for approval. If an employee is absent from work

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for more than three (3) consecutive days, a physician's medical certificate may be required to be submitted to the Human Resources Director upon the employee's return to work unless specified otherwise in the applicable Collective Bargaining Agreement. Any accrued sick leave not utilized in this manner will be accumulated (banked) and carried over to the following year.

SECTION 5.6 ACCUMULATED SICK LEAVE

Banked sick leave shall be forfeited upon an employee's separation from City employment via dismissal or resignation and no payment for the same shall be made in any manner. After seven (7) years of creditable service, banked sick leave shall be purchased back by the City on an hour-for-hour basis upon an employee's retirement or lay-off and shall be paid out at the same base pay rate as it was at the time of retirement lay off. Any employee who has accumulated (banked) an excess of 500 hours of sick leave as of September 30 of any fiscal year, may cash out up to eighty (80) hours of accumulated sick leave at his straight time rate of pay in effect as of September 30th. The cash out will be paid in one (1) lump sum check as soon as reasonably possible. An employee cannot cash in accumulated sick leave if it will result in less than 500 hours of sick leave in the employee's bank. The amount of sick leave that may be cashed out by management staff may vary as specified the Management Benefits administrative policy. The Management Benefits policy (policy number 5-05) is ***attached*** to this Manual.

SECTION 5.7 LEAVE WITHOUT PAY

A leave of absence without pay for periods not longer then twelve (12) working days may be granted to regular employees by the City Manager if so requested by the employee, within the City Manager's discretion. The City Manager has the discretion in extenuating circumstances to extend such leaves of absence, but such extensions shall not exceed a period of six (6) months. The employee is required to notify the City Manager of the reason for the leave. Any information shared with the City Manager will be kept strictly confidential. If is the leave is required for medical reasons, the employee may be required to provide a medical release from his/her doctor before returning to work. Upon expiration of properly approved leave without compensation, the employee shall be reinstated to the position held at the time that leave was granted. In exceptional circumstances, such leave may be canceled at any time and the employee may be ordered to report back to his duties within a reasonable time. During the leave time, the employee will be responsible to coordinate continuation of payment for fringe benefits such as health insurance, union deductions etc. with the Human Resources Director. While on leave without pay, no fringe benefits will accrue.

SECTION 5.8 JURY/WITNESS DUTY

If an employee is summoned for jury duty or must appear in court as a witness, the employee must notify his/her supervisor as soon as possible and provide a copy of the notice. The supervisor must then provide the notice to Human Resources. Upon returning to work, the employee should provide a copy

of the notice dismissing him/her from jury duty. All employees will be given a leave of absence with full pay to report for jury duty.

Any compensation received by the employee for jury service must be remitted to the City.

Time off for testifying in union matters is not reimbursable. Employees subpoenaed to give testimony in court on behalf of the City will receive full pay with no loss of time. Employees who testify on their own time on behalf of the City may keep any compensation paid pursuant to subpoena. Leaves of absence shall be without pay for an employee who is a defendant in a civil or criminal action or plaintiff or complainant in a civil or criminal action not associated with or arising out of City business.

SECTION 5.9 MILITARY LEAVE

Active Duty

Employees of the City who are members of the United States Armed Forces must show their military orders to their supervisors as soon as they are received.

During the first thirty (30) days on active military duty, activated employees will receive their City regular base pay and benefits in addition to their military base pay. After the initial thirty (30) days on active duty, if the military base pay is less than the City regular base pay, the City will pay the difference to the activated employee for the duration of their term of active duty. The employee

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will be required to provide official documentation of their compensation from the military, including any increases or decreases, which may occur during their term of active duty.

Insurance benefits will continue as if the employee were still actively employed with the City, subject to the terms and conditions contained in applicable policies and plan documents. If the employee elects to continue family/dependent group health insurance coverage or any of the other available options while on active duty, the employee will continue to be responsible for the associated premium payments, in accordance with the procedures set up for that purpose.

The City will continue to contribute, on an actuarial basis, the City's share to the applicable pension plan. If the employee is a member of a pension plan that requires their contribution, the employee will contribute based on the amount of pay received pursuant to this section. The activated employee's vacation and sick leave accruals will be frozen, and will not continue to accrue while the employee is on active duty. Activated employees are entitled to keep all seniority rights and their seniority continues to accrue while they are away from work.

All regular employees returning from active service are eligible for re-employment in the same position they left (or a similar one in terms of status, pay and with accrued seniority), under the following conditions:

- The individual must receive an honorable discharge.

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- The individual must still be qualified to perform the job duties. If the individual needs to practice job skills, a reasonable time will be granted as determined by the City Manager. In the event an individual is not qualified for their former position (required job skills have changed or the individual has a disability which precludes them from performing the essential functions of the position), then the individual will be allowed to attempt to qualify for a similar job.

- The Individual being reinstated must complete employment medical examination or drug screening applicable for the position.

- If the City's circumstances have changed and the position no longer exists, then the veteran may apply for any other open positions.

- The individual must apply for re-employment within the applicable timeframes listed below: (a) For periods of military service of 1 to 30 days, they must return by the beginning of the following first regularly scheduled workday with allowance for safe return travel; (b) For periods of military service of 31 to 180 days, they must apply for re-employment no later than 14 calendar days after the completion of their service; or (c) For periods of military service 181 days or more, they must report to work no later than 90 calendar days after the completion of their military service. All of these periods are extended to two years if the individual is hospitalized or slow to return to health because of an injury incurred or aggravated during military service.

<u>Reserve or National Guard Training Leave</u>

If an employee is a member of the Reserve, National Guard or other reserve component of the Armed Forces of the United States and called upon for training, then that employee shall receive his regular base pay (paid leave) up to a maximum of 240 working hours in any one annual period. The employee should give their his/her supervisor as much advance notice as possible of the intent to be away. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

SECTION 5.10 FAMILY AND MEDICAL LEAVE

All employees who have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours within the last twelve month period may be granted a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA), which provides eligible employees with up to twelve workweeks of unpaid, job-protected leave each year for specified family and medical reasons as follows: a personal serious health condition; birth or adoption or foster placement of a child; or to care for a child, spouse or parent with a serious health condition. An eligible husband and wife who both work for the City will be limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve month period for the birth of a child, the placement of a child with them for adoption or foster care, or if they must take care of a parent with a serious health condition. FMLA leave can be taken in a single continuous period, intermittently, and/or on a reduced leave schedule. For intermittent or reduced leave, the twelve

work weeks are pro-rated according to the number of hours worked on a weekly basis. The twelve-month period is measured from the date the leave begins. The next twelve-month period begins the first day of a leave taken after the completion of any previous twelve-month period.

Eligible employees must notify their Department Head or Manager not less than 30 days before the requested leave is to begin, except for an unforeseeable emergency. In order to request FMLA leave, the employee must complete the "Request for Family and Medical Leave" ***(see attached)*** form and attach a copy of the Certification by Physician or Practitioner form and submit both forms to the Human Resources Director. Failure to provide proper notice could result in a delay in the taking of the leave. In the case of an emergency, employees or their relatives must notify their Department Head or Manager and provide necessary paperwork to the Human Resources Director as soon as is reasonably possible. Employees are responsible for securing authorization for the leave before commencing the leave.

Employees must make every effort to schedule treatments so that the treatments are minimally disruptive to the operations of the City. Employees must keep their Department Head or Manager informed of their status while on leave. A status update must be provided at least on a bi-weekly basis. It is the Department Head or Manager's responsibility to notify the Human Resources Director of the employee's status updates while on leave.

Employees must continue to pay their portion of medical, dental, and life insurance while on leave and must coordinate payment of the same with the Human Resources Director. Failure to do so will result in the termination of their insurance coverage. Employees are also responsible for coordinating continued payment of their union dues with the Human Resources Director. Payments must be made by the fifteenth (15th) of every month or as mutually agreed upon prior to the commencement of the leave. If an employee fails to return to work from an FMLA leave, the City may recover any premiums paid to maintain group health insurance for the employment during the period of leave without pay.

Employees on FMLA leave shall exhaust any applicable accrued leave prior to taking leave without pay. Employees may use accrued sick leave when leave is requested to care for a newborn or newly adopted child or placement of a foster child. As with all other types of absences without pay, sick leave and vacation leave shall not accumulate.

After all paid leave is exhausted the employee can request unpaid leave as provided for in the applicable collective bargaining agreement governing his/her terms and conditions of employment, or as stated in section 5.7 of this manual. When an employee returns to work following a family or medical leave, he/she will be returned to the same or an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

Outside employment during FMLA leave is prohibited and may result in disciplinary action, up to and including termination from City employment.

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SECTION 5.11 LEAVE DONATION

An employee who has exhausted all of his/her time off (i.e., sick days, personal days, compensatory time, vacation leave etc.) and is in need of time off from work for extraordinary circumstances such as sickness, care of a family member etc., must make a written request for leave donations to his/her Department Head. The Department Head will review the written request for leave donations and will forward a memorandum concerning the same to the City Manager. The City Manager will then attach a cover memorandum to all employee paycheck stubs informing them of the request for such leave donations. Employees requesting leave donations (donees) are prohibited from soliciting such leave donations from their fellow employees.

In the circumstances described above when fellow co-workers (or donees) are requesting leave donation, employees are allowed to donate their accrued leave time to that person. In order to donate time to another employee, the donor employee must fill out a "Leave Donation Form" ***(see attached)***, obtain his/her supervisor's approval and submit the form to the Human Resources Office.

Once the Leave Donation Form is properly completed, it will be forwarded to the Finance Director for payroll processing. The donated time will be converted based on the donee's hourly salary. For example, if a donor employee with a higher hourly rate donates time to a donee employee with a lower hourly rate, the rate will be converted on a dollar-for-dollar basis rather than an hour-for hour basis. The donated hours will only be credited to the donee's sick leave balance,

regardless of the category from which the time was originally donated. Donor employees who choose to donate time will have that time deducted from the appropriate accrued leave category on the next pay cycle. The donated time may not be transferred to any other accrued leave category upon the donee employee's return to work. Instead, the donated time will remain in the sick leave category.

FILLING OF VACANCIES

SECTION 6.1 RECRUITMENT

The Human Resources Director shall give public notice of all job vacancies within the City. The City will only accept employment applications for vacant job postings. Vacant job notices will be announced on the City's website, Miami Herald and other newspapers of general circulation in the County. Distribution may also be made among educational, professional and vocational institutions and shall be displayed on bulletin boards in the City. Vacant job notices shall specify the title, minimum compensation, minimum qualifications required, the final date on which applications will be received and any other pertinent information. Any existing employees interested in applying for a position within the City should submit an employment application and their resumes to the Human Resources Director within the specified dates listed in the job announcement. Completed employment applications and resumes will generally be required with all job vacancy responses.

SECTION 6.2 PROCESSING OF NEW HIRE CANDIDATES

The Human Resources Director will review and screen all employment applications and resumes to ensure that the applicant meets the minimum criteria required for the particular job opening. The Human Resources Director together with the City Manager shall create a panel of at least three (3) staff members or professionals for the purpose of interviewing applicants who meet the minimum criteria. The Human Resources Director shall be included in

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the panel. The panel shall make recommendations to the City Manager, who will make the final decision regarding the selection of the most suitable applicant.The applicant selected will be required at a minimum to pass a physical, medical, and in some cases a psychological, polygraph and drug testing (as permitted by FL Law) as a condition of their employment. If the prospective employee is applying for a Department Director position, the City Manager will be the person to choose the final candidate to fill the vacancy, but his selection must receive Commission confirmation at the nearest scheduled commission meeting. If Commission does not confirm the prospective employee's hire, the Commission will provide direction concerning the filling of the position.

SECTION 6.3 PROMOTIONS

If the City Manager desires to promote an existing employee to another position without publicly advertising the position, the City Manager has the discretion to do so. A promotion of an existing employee to a Department Director's position must be confirmed by the Commission at the nearest scheduled Commission Meeting. If the Commission does not confirm the appointment, the Commission will provide direction concerning the filling of the position.

SECTION 6.4 INTERIM APPOINTMENTS

If there is an unforeseen vacancy in the City or an abrupt need to terminate an employee, it is the City Manager's discretion to appoint, on an interim basis, any person he or she sees fit to render the services of that position. As soon as reasonably possible, if not promoting from within the organization, the position

must be advertised and the new hire process begun. The interim appointment, if interested in the permanent position is required to comply with the required new hire process.

SECTION 6.5 REHIRE

No person terminated from his/her City employment as a result of disciplinary action or who resigns therefrom in lieu of termination, shall be eligible for rehire with the City.

SECTION 6.6 DEPARTMENT TRANSFER

Department transfer pertains to the transfer of a City employee from one City position to another at the same rate of compensation (unless defined otherwise in an applicable collective bargaining agreement). Department transfers may be made at the discretion of the City Manager. The transfer of an employee for a temporary period of time (not exceeding three (3) months) from a position in one department to another position in another department which new position has a higher pay grade (as set forth in the Job Classification and Description Manual), may be made in order to bring about a better distribution of persons in the service, to provide training or for any other reason the City Manager deems. Under such circumstances, the employee will receive five% (5 percent) additional pay for each day working in that new capacity.

SECTION 6.7 PROBATIONARY PERIOD

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to

his/her position and for eliminating any probationary employee whose performance and/or attendance does not meet the required standards. The probationary period for all original and promotional appointments shall be for a period of one (1) year. Any absence in excess of three (3) weeks shall automatically extend the probationary period by the amount of time of the absence. Appointment to regular status is not automatic upon the expiration of the probationary period. In order to obtain an appointment to regular status, the new employee must have received a completed satisfactory performance evaluation as defined in Section 3.1 above as relates to employee compensation.

If, at any time during the probationary period, the employee's immediate manager or department head deems the employee's performance to be unsatisfactory, he or she may recommend to the City Manager that the employee be terminated. If the department head and the City Manager agree that termination is warranted, the employee may be terminated without explanation at any time with or without cause and without the right of appeal or hearing in any manner.

DEMOTIONS, SUSPENSIONS, REMOVALS AND RESIGNATIONS

SECTION 8.1 DISCIPLINE

If any employee engages in activity that is detrimental to the best interests of the City (including its residents and/or other employees), that employee will receive appropriate discipline. Disciplinary actions may take the form of: verbal reprimands; written reprimands; suspensions; reduction in pay; demotions; or discharge. Depending on the type, frequency and severity of the offense involved, progressive discipline may be utilized by the City. However, there may be circumstances under which progressive discipline is not appropriate. For instance, in some circumstances, the offense may be so egregious that immediate severe disciplinary action is justified.

Employees who are suspended, reduced in pay, demoted or discharged may follow the grievance procedures outlined in Section 9 below, in order to appeal the disciplinary action imposed.

SECTION 8.2 EFFECTIVENESS OF DISCIPLINARY ACTION

The removal, suspension, reduction in pay or demotion of a regular employee shall not become effective until the grievance procedure outlined in Section 9 below has been exhausted or, if the disciplinary action is not grieved, shall not become effective until the City Manager has served the employee with a written notice regarding the finality of the decision. Such written notice shall be

personally served on the employee or sent via certified mail to the employee's last known address, with a copy to the Human Resources Director.

SECTION 8.3 DEMOTIONS

A transfer from a position in a higher class to a position in a lower class shall be deemed a demotion (i.e., transfer from a position as a management employee to a service employee). The department director or manager may recommend that the City Manager demote an employee whose ability to perform his/her duties falls below standard. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

SECTION 8.4 SUSPENSIONS

All suspensions without pay (other than those based on alleged criminal conduct as articulated in Section 8.5 below) shall not exceed thirty (30) days. Any employee suspended for more than thirty (30) days in any twelve (12) month period shall be deemed to have his employment terminated. Disciplinary suspensions may be deferred by the department director for a period not to exceed forty five (45) days.

SECTION 8.5 CRIMINAL CONDUCT

Any employee in the City service who has been arrested (on or off duty), indicted, or who has been charged by information in any State or Federal court must report such arrest, indictment or charge as soon as possible (i.e., no later than the next business day) to the employee's supervisor, department head or other City

official in a management capacity. Failure of an employee to report such arrest, indictment or charge as required under this policy may result in disciplinary action up to and including termination.

Any employee who has been arrested and charged with a felony or other serious crime, indicted, or informed against in a State or Federal court may be suspended without pay by the City Manager. Such suspension shall continue until the criminal proceedings are concluded. If the employee is convicted, conviction shall be grounds for removal. In the event of acquittal, the employee may apply for reinstatement and recovery of all wages and emoluments lost by reason of such suspension, which shall be determined by the City Manager upon the conclusion of all disciplinary matters or administrative investigations arising therefrom.

SECTION 8.6 DISCHARGE

Actions upon which a discharge may be based include but are not limited to the following:

(a) Conviction for a felony or misdemeanor involving moral turpitude;

(b) Unlawful use or possession of narcotics or controlled substances;

(c) Reporting to duty under the influence of, or use while on duty of intoxicants, narcotics or controlled substances;

(d) Unauthorized departure from the City during working hours;

(e) Theft or misappropriation of City property or the property of fellow employees or citizens;

(f) Willful or gross neglect of or damage to City property or the property of fellow employees or citizens;

(g) Willful violation of City Ordinances, regulations or applicable Personnel Rules and Regulations;

(h) Failure to follow reasonable directives of supervisors;

(i) Willful or wanton misconduct toward residents of the City;

(j) Falsification of City records, including time keeping records;

(k) Habitual tardiness with prior discipline;

(l) Habitual absence or absence without leave, with prior discipline;

(m) Incompetence, inefficiency or other inability to satisfactorily perform assigned duties, and

(n) Refusal to obey direct orders of supervisors

(o) actions specified in the applicable collective bargaining agreements.

SECTION 8.7 RESIGNATIONS

Employees who desire to resign shall do so in writing to the head of the department in which they are employed. The department head will report the resignation to the City Manager's Office and the Human Resources office immediately. Non-managerial employees must submit their resignation at least

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one week in advance. Managerial employees must submit their resignation at least three weeks in advance. Employees with collective bargaining agreements should check their agreements for possible variations on this policy.

SECTION 9.6 PAY OUT OF BANKED TIME (VACATION, SICK, COMP ETC.)

Any balances in an employee's time bank that per the rules of this manual are eligible for pay out, shall be provided to the employee in one (1) lump sum check at the time of termination, layoff, or resignation at the employee's current rate of hourly pay at the time of separation.

SECTION 9.7 LAY-OFF DUE TO SHORTAGE OF WORK OR FUNDS

The City Manager at his/her sole discretion may reduce the number of employees in any department because of material changes in duties or organization or because of shortage of work or funds. Length of service to the City as a whole, and the employee's performance evaluation scores shall be considered when determining layoff decisions. The performance evaluations will be reviewed to determine if the employee received passing scores on his/her last two performance evaluations, which will be a minimum criterion. If an employee is laid off due to shortage of work or funds, that employee will, for a period of one (1) year be placed on a call back list and given priority for hire over prospective candidates. The employee will receive notice of rehire by registered mail at their last known address on City record. The employee has a 10 calendar days to respond to the call back for rehire notice. Failure to respond within this time frame

will cause the City to retract the notice of rehire and the City will remove the employee from the call back list. Employees rehired as a result of a call back will retain their seniority as of the date of their separation. All probationary employees shall be laid off before any regular employee in the same class.

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GREVANCE AND APPEAL PROCEDURE

SECTION 9.1 GRIEVANCES/APPEALS OF DISCIPLINARY ACTION

In cases involving suspensions without pay, reduction in pay, reduction in rank/demotion, or discharge, the following procedures shall apply (note that the procedures will not be available to probationary employees and that no other disciplinary actions may be grieved):

A. The employee shall receive written notification of the proposed disciplinary action, together with sufficient facts and reasons therefore, as will enable the employee to make an explanation and/or present a defense to the proposed discipline. An employee who contests the proposed disciplinary action in accordance with the below procedure shall be considered in "pay" status until such time as the City Manager or his/her designee renders his/her written decision. However, nothing herein shall preclude the City from imposing immediate disciplinary action, without advance notice, where it is believed by the person taking disciplinary action that giving such notice would result in damage to property of the City, would be detrimental to the interest of the City, or would result in injury to the employee, a fellow member or employee, or the general public. In such circumstances, the employee, although not in pay status, will be given reasons for the disciplinary action after it takes effect and thereafter will be entitled to utilize the hearing procedures set forth in the following paragraphs.

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B. If an employee desires to contest the disciplinary action proposed by the City Manager or his/her designee, that employee must, within five (5) calendar days of receipt of notice of the proposed disciplinary action, file a request for a hearing before the City Manager or his/her designee, together with a brief statement outlining the reasons for the request. If the employee does not make a timely request for a hearing, he/she will be conclusively presumed to have concurred in the proposed disciplinary action and such action will become final.

C. A hearing will be scheduled by the City Manager or his/her designee not less than ten (10) calendar days from the date of receipt of the hearing request. The hearing will be informal and will be conducted as follows:

1. The City Manager or his/her designee will orally inform the employee of the proposed disciplinary action and shall provide the employee with the opportunity to present to present any evidence he/she believes will mitigate, negate or otherwise explain the conduct for which discipline has been recommended.

2. The employee may be accompanied by a representative of his/her choice.

3. The employee shall have the right to respond to the charge(s) made against him/her both in writing to, and orally before, the City Manager or his/her designee. The employee may call witnesses in support of his/her case and may present any written documentation that he/she believes is pertinent to the determination that is made concerning the recommended discipline.

3. The City Manager or his/her designee shall render a final written decision within ten (10) calendar days after the hearing. The decision shall advise the employee of the disciplinary action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

Employees who are governed by a collective bargaining agreement should adhere to the grievance procedures contained therein.

SECTION 9.1

Any employee in the classified service who has successfully passed his/her probationary period, who believes that any right under these rules has been denied, shall have the right to file a grievance. Failure to strictly follow the time limits contained herein will automatically result in a final and binding denial of the grievance. If the City fails to follow the time limits, the appropriate City official will be deemed to have denied the grievance and it may proceed to the next step.

Step 1: The aggrieved employee shall present any grievance orally to his or her immediate supervisor. Discussion will be informal for the purpose of resolving differences in the simplest and most direct manner. The immediate supervisor shall consult with the Department Head, reach a decision, and communicate that decision orally to the aggrieved employee within three (3) working days from the date the grievance was presented to him or her. Supervisors are not empowered to make policy decisions. If the grievance is not resolved at this step, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing within five (5) working days of the date of the supervisor's response.

Step 2: If the grievance is not resolved in Step 1, the employee shall reduce the grievance to writing, sign it, and present it to the Department Head. The Department Head shall confer with the immediate supervisor and the employee and shall attempt to obtain the facts concerning the alleged grievance, and shall conduct a meeting concerning the grievance within five (5) working days of receipt of the written grievance. The Department Head shall notify the aggrieved employee of his or her decision no later than five (5) working days after the meeting.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the employee may forward the grievance to the City Manager within three (3) working days of receipt of the Department Head's decision. The City Manager or his/her designee shall meet with the aggrieved employee within ten (10) working days after receipt of the grievance unless an alternate time period is mutually agreed upon in writing. The employee shall have the right to respond to the charge(s) made against him/her both in writing to, and orally before, the City Manager or his/her designee. The City Manager shall render a final written decision within ten (10) calendar days after the hearing, unless this period is extended by mutual agreement in writing. The final written decision shall advise the employee of the disciplinary action which is to be taken by the City. The City Manager's decision is final and cannot be further grieved or appealed.

Employees who are governed by a collective bargaining agreement should adhere to the grievance procedures contained therein.

SECTION 9.2 PROMOTED EMPLOYEE RIGHT TO APPEAL

A promoted employee, while in the probationary period of promotion, shall have no right to appeal a demotion back to the position held prior to promotion.

SEVERABILITY

Should any part or provision of these rules be rendered invalid by reason of any existing or subsequently enacted legislation or court decisions, such invalidation of any part or provision of these rules shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. Any applicable collective bargaining agreements shall prevail should there be conflicts or inconsistencies between this Manual and those agreements. If any issues are not addressed in Collective Bargaining Agreements but addressed in this manual, the rules of this manual will be enforced upon the employee.

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ACKNOWLEDGEMENT PAGE

I acknowledge that I have received a copy of the City of North Bay Village's Personnel Policies and Procedures Manual (the "Manual"). I agree to read it thoroughly, including the statements in the introduction describing the scope and purpose of the Manual. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from the Human Resources Department. I understand that the City of North Bay Village is an "at will" employer and, as such, employment with the City of North Bay Village is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the City of North Bay Village has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand the Manual states the City of North Bay Village's policies and practices in effect on the date of publication. The policies contained in the Manual supersede any and all prior practices, oral and written representations, or statements regarding the terms and conditions of employment with the City of North Bay Village. I understand that nothing contained in the Manual may be construed as creating a promise of future benefits or a binding contract with the City of North Bay Village for benefits or for any other purpose. I also understand that, unless controlled by a collective bargaining agreement, the terms and conditions of employment contained herein are continually evaluated and may be amended or modified as deemed necessary, with or without notice.

Please sign and date this receipt and return it to the Human Resources Department.

Signature: _____

Print Name: _____

Date: _____

****REMOVE FOR PERSONNEL FILE****

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ATTACHMENT A

JOB DESCRIPTION
AND JOB CLASSIFICATION
MANUAL
& PAY PLAN

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JOB DESCRIPTION / POSITION CLASSIFICATION MANUAL

Prepared and Distributed by:

City of

North Bay Village

1700 Kennedy Causeway, Suite 132

North Bay City, Florida

LAST EDITED: 9/4/12

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ATTACHMENTS

PAY PLAN

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Introduction

The Job Description / Position Classification Manual and pay scale is the cornerstone of the Personnel Management Program, and as such shall undergo continuous revisions and adjustments to reflect changes in the organizational structure and in the job market. This process will ensure an equitable personnel system.

Classification Plan Design

The plan contains job descriptions for every position authorized by the City Commission. The job descriptions in the plan illustrate the essential functions and detail the duties and responsibilities of every position, as well as the suggested minimum qualifications. All positions are group under the respective department they correspond to.

As mentioned previously, the job descriptions are not unalterable. Organizational structure, job content, and Federal and State law changes will occur, and subsequently, revision and updating of the job descriptions will be required possibly on a yearly basis.

Job Descriptions

This section contains Job Descriptions of the various classes of work in the Personnel System. Job descriptions are designed as a "guide" in recruiting and examining candidates for employment, in determining lines of promotion, in developing training programs, and as guidelines in determining salary relationships. They also provide uniform job terminology.

Job Title

Job titles are reasonably descriptive of the kind of work assigned. By using the titles on payroll, budgets, personnel forms, and other reports dealing with positions, a common terminology is provided.

Classification Identification

The Classification Identification for each position is an alphanumeric representation of the position as it is classified according to the Fair Labor Standards Act. Each position is determined to be either, Exempt, Union or contractual.

General Purpose

The General Purpose section describes the major functions of the position and places emphasis on the principle elements of the position to establish the general nature of the job.

Essential Duties and Responsibilities

Typical duties and tasks assigned to the position. This section is meant to be descriptive and explanatory, but it is not intended to be restrictive or limiting. The purpose is to illustrate the more typical portions of the work performed by the position.

Required Knowledge, Skills and Abilities

This section explains the attributes and knowledge that an individual must possess in order to effectively execute the position.

Minimum Qualifications

Persons meeting all of the previous selection requirements may be offered a conditional employment pending successful completion of the job-related medical, background investigation and/or psychological examination.

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CITY MANAGERS DEPARTMENT

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Position Description

City Manager

Classification Identification: Exempt / Department Head

Pay Grade: Thirty-Nine (39)

General Purpose

Directs, manages and coordinates the administration of the City of North Bay City in accordance with the policies determined by the City Commission and the City Charter. Appoints department heads and staff as provided by the City Charter and local ordinances. Supervises activities of City's departments, offices and agencies either directly or through appointed staff. Prepares the City's annual budget and submits estimates to the City Commission for approval. Plans for future development of urban and non-urban areas to provide for population growth and expansion of public services. Attends numerous organizational and community meetings on behalf of the City of North Bay City. May perform other duties as designated by local laws and by the City Charter. Reports to the City Commission.

Essential Duties and Responsibilities

- Oversees all administrative activities for the City.
- Provides advice and consultation to the City Commission on the development and implementation of City programs and policies.
- Reviews budget requests and develops the City's annual budget.
- Oversees the management of the expenditure of allocated funds and collection of revenues.
- Develops and recommends programs to assure the economic development and financial vitality of the City.
- Reviews service delivery programs to assure the effective provision of City services.
- Coordinates the preparation of the agenda for City Commission meetings.
- Represents the City Commission with employees, community groups, individual members of the public, and other governmental agencies on a variety of program areas.
- Oversees the preparation of the City's long term capital improvement plans and financing strategies.
- Conducts special studies as directed by the City Commission, prepares reports, and makes presentations on the findings.
- Oversees the negotiation and management of service contracts and leasing agreements related to City operations.
- Manages all aspects of the City's personnel function including employment procedures, grievances, affirmative action, and employer-employee relations.
- Supervises the preparation and administration of grant applications and expenditures.
- Serves as the City's representative on a variety of boards and committees.
- Oversees the proper maintenance of City records and archives.

Required Knowledge, Skills and Abilities

- Knowledge of City, federal and state laws, rules, regulations, and ordinances specific to areas of assignment.
- Knowledge of complex subject matter related to area of assignment.

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- Knowledge of management and administration practices and procedures.
- Knowledge of budget development, monitoring and administration practices and procedures.
- Knowledge of public relations and customer service practices and procedures.
- Knowledge of mediation and conflict resolution practices and procedures.
- Skill in motivating and developing team building within diverse departments.
- Skill in utilizing written and oral communication in developing management level reports and presentations.
- Skill in developing and implementing programs, policies and procedures.
- Skill in prioritizing and managing multiple tasks and projects simultaneously.
- Skill in assigning, delegating, reviewing and evaluating work.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

Desired Minimum Qualification

- As per City Charter, Article IV, 4.01 City Manager.
- A Master's degree from an accredited college in business, public administration, or related field.
- Three (3) years of experience in administrative support at the executive level, or a Bachelor's degree and five (5) years of experience in administrative support at the executive level.

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Position Description

Assistant City Manager

Classification Identification: Exempt / Non Union

Pay Grade: Thirty Two (32)

General Purpose

Responsible and professional level work assisting the City Manager in directing the overall operation of the city. Work is performed under the administrative direction of the City Manager who outlines broad areas or responsibility and assigns projects. Considerable independent judgment and discretion is involved, as well as the ability to effectively represent the city administration in communications with the public and with employees.

Essential Duties and Responsibilities

- Attend Committee, County and State meetings on behalf of the City as directed by the City Manager.
- Receive information requests and complaints regarding services and resolves problems with the public.
- Perform organizational and procedural studies and develop recommendations for the City Manager.
- Perform advanced administrative work as directed by the City Manager including identifying administrative and managerial problems and recommending appropriate action.
- Provide technical assistance to other personnel in implementing new or modified systems.
- Assist in the compilation of the Annual Operating and Capital Budget.
- Represent the City Manager in collective bargaining.
- Manage or supervise general projects as directed by the City Manager.
- Work with City legal department to address legal matters.
- Develop and implement departmental operations and procedures manuals.
- Assist the City Manager with evaluating staff performance annually, and with recommending disciplinary action against department employees for violation of City or Department Policies and Procedures.
- Responsibly and effectively assist with recommendations for hiring, terminating, promoting, or other status changes of employees to the City Manager as requested.
- Perform other duties assigned by the City Manager.

Required Knowledge, Skills and Abilities

- Knowledge of City, Federal and State laws, rules, regulations, and ordinances specific to areas of assignment.
- Knowledge of complex subject matter related to area of assignment.
- Knowledge of management and administration practices and procedures.
- Knowledge of budget development, monitoring and administration practices and procedures.
- Knowledge of public relations and customer service practices and procedures.
- Knowledge of mediation and conflict resolution practices and procedures.
- Skill in motivating and developing team building within diverse departments.

11C (88)

- Skill in utilizing written and oral communication in developing management level reports and presentations.
- Skill in developing and implementing programs, policies and procedures.
- Skill in prioritizing and managing multiple tasks and projects simultaneously.
- Skill in assigning, delegating, reviewing and evaluating work.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

Desired Minimum Qualification

- Minimum requirements may be waived by the City Manager.
- A Bachelor's degree from an accredited college in a related field such public administration, finance, social science.
- Minimum of Three (3) years of progressively responsible administrative experience in municipal government, including management and supervision of work activities.
- The minimum requirements may be waived by the City Manager.

11C(89)

Position Description

Grants and Capital Projects Manager

Classification Identification: Part Time / exempt /non union

Pay Grade: Twenty Two (22)

General Purpose

Responsible and professional level work assisting the City Manager, Assistant City Manager and Department Heads with obtaining and management of grants, capital projects and community development and marketing.

Essential Duties and Responsibilities

- Research, prepare and administer local, state and federal grants or any other capital projects as directed by the City Manager.
- Works with other department heads and finance director to manage capital projects and funds associated with those projects.
- Works with the Executive Assistant to the City Manager and the Assistant City manager to perform City Marketing and advertisement.
- Perform advanced administrative work as directed by the City Manager and Assistant City Manager.
- Provides assistance to other department heads as directed by the City Manager.
- Attends board meetings and other City meetings as needed by the City Manager.
- Perform other duties assigned by the City Manager.

Required Knowledge, Skills and Abilities

- Knowledge of City, Federal and State laws, rules, regulations, and ordinances specific to areas of assignment.
- Knowledge of grants writing and overall process.
- Knowledge of budget development, monitoring and procedures as related to capital projects and grants.
- Knowledge of marketing, public relations and customer service practices and procedures.
- Skill in prioritizing and managing multiple tasks and projects simultaneously.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as finance, marketing, social science with 7+ years experience in grant writing and capital projects management.
- The minimum requirements may be waived by the City Manager.

Tools and Equipment Used

- Computer and various office equipment

11.c (90)

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C.(91)

Position Description

Executive Assistant to the City Manager, Assistant City Manager and Commission

Classification Identification: Exempt / Non-Union

Pay Grade: Eighteen (18)

General Purpose

Advanced executive secretarial/administrative work assisting the City Manager, Assistant City Manager and Commission with a variety of operational and administrative details. Work is performed with considerable independence under general supervision of the City Manager and Assistant City Manager.

Essential Duties and Responsibilities

- Perform advanced executive secretarial and administrative work as directed by the City Manager, Assistant City Manager or City Commissioners.
- Works with the City IT provider to coordinate services for employees and ensure proper functioning of equipment.
- Manages and updates the City's email, website for entire City and other department heads at their request, updates City's TV channel, telephone and cell phone communications, works with Human Resource Director to incorporate changes needed due to changes in employee status.
- Maintains direct communication with elected officials in reference to their emails, website, electronic devices such as phone and computers as well as recording and broadcasting of live City Commission meetings, schedule of programming for broadcast channel and maintenance of recorded meetings for the purposes of public record.
- Compile, develop and analyze reports and studies as directed by the City Manager, Assistant City Manager or City Commissioners.
- Answers and directs calls for the City Manager, Assistant City Manager or City Commissioners. Also performs receptionist duties when necessary.
- Take dictation and transcribe administrative correspondence through verbal dictation and/or the use of a dictating machine or similar recording equipment.
- Answer routine correspondence and compose letters for the City Manager, Assistant City Manager or City Commission.
- Open, sort and route all correspondence to appropriate departments.
- Assists with City marketing and public relations.
- Perform other clerical duties such as filing and managing office records and assisting in the work of the general office.
- Perform any other duties as assigned by the City Manager, Assistant City Manager.
- Exercise independent judgment involving the interpretation of instructions and knowledge used in carrying out duties.
- Performs a wide variety of clerical work including typing, proofreading, filing, checking and recording information on records.
- Type letters, memorandums, spreadsheets, forms, documents, proceedings of meetings or other materials from oral direction, rough draft, copy, notes or transcribing machine recordings, and stenographic notes.
- Independently compose correspondence and routine reports.
- Gather, tabulate and interpret financial information related to the work assignment.
- Operate adding machine and other office appliances.

11a (92)

- Check invoices and requisitions and perform arithmetical calculations.
- Receive and account for receipts for City services.
- Receive, sort and distribute incoming mail and outgoing mail.
- Prepare purchase requisitions.
- Order and maintain office supplies.

Required Knowledge, Skills and Abilities

- Extensive knowledge of the City's policies, procedures, services, and scope of authority of city departments.
- Thorough knowledge of modern office practices and procedures, business English, spelling, punctuation, and math.
- Considerable knowledge of the City's laws and ordinances.
- Must have skill in organizing the work assigned in an efficient manner.
- Ability to assume responsibility and execute the supervisor's directives and instructions with authority.
- Ability to maintain effective working relationships with other employees.
- Ability to deal with the public in an effective and courteous manner.
- Ability to type accurately and deal with non-routine matters.
- Ability to independently make less complex decisions in accordance with laws, ordinances, policies, and procedures.
- Ability to effectively utilize computer applications including Microsoft Word, Outlook, Excel, PowerPoint and Front Page.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or business administration with Seven 7+ years experience in the performance of executive level assistant work which has included administrative or office management duties, preferably in the legal field or a Bachelors Degree (BA) from an accredited college in related field above and Four 4+ years experience.
- Preferable legal secretary or paralegal degree.
- Minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C(93)

HUMAN RESOURCE DEPARTMENT

11C(94)

Position Description

Human Resource Director

Classification Identification: Exempt / Non-Union

Pay Grade: Thirty One (31)

General Purpose

As a Department Head reporting directly to the City Manager, this is a responsible administrative position which performs and maintains all personnel functions for the City.

Essential Duties and Responsibilities

- Manages and maintains all City's personnel documents and functions.
- Establishes and updates the City's personnel policies as needed.
- Performs research of Personnel policy updates.
- Processes all workers compensation claims and insurance enrollments.
- Processes all risk management claims.
- Maintenance of City personnel database.
- Administration of City cell phone plans and alarm.
- Works with IT contractor to ensure that the City issued equipment and programs are properly functioning.
- Preparation of Personnel related recommendation memorandums for the City Manager.
- Attends regular and special meetings of the City Commission, as required by the City Manager.
- Coordinate employee events and trainings as needed.
- Coordinates all Job related advertisement with the City Clerk for posting.
- Negotiation of contracts with Unions.
- Negotiation of contracts for Health Insurance.
- Works with legal counsel on numerous employment issues.
- Responsible for administration and coordination of The Children's Trust Grant requirements and renewal options.
- Supervises the grant school Program Director and establishes policies to be in adherence with grant requirements.
- Performs other duties as assigned by the City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge of the functions and organization of the City government.
- Thorough knowledge of the personnel rules and regulations. General knowledge of voter registration laws and procedures.
- Thorough knowledge of standard office management practices, procedures, filing systems, equipment, and office assistance techniques; knowledge of business English, spelling, grammar, composition, and arithmetic; skill in the use of a personal computer and ability to research and prepare correspondence including letters, memorandums, reports, and resolutions.
- Ability to maintain confidential information and materials.
- Ability to work independently, with little or no supervision, and under pressure with short deadlines.

11C(95)

- Ability to deal tactfully and courteously with other agencies, the public, and employees.
- Ability to handle all types of inquiries, questions, and complaints from other agencies and the general pubic.
- Ability to deal with hostile and/or irate individuals.
- Ability to follow-up as necessary.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in social sciences.
- An Associate in Art (A.A.) degree or legal certificate such as Paralegal or Legal Secretary and five (5) years of experience in management of staff.
- The minimum requirements may be waived by the City Manager.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11.C.(96)

Position Description

Human Resource Clerk and Special Events Coordinator

Classification Identification: non-exempt / non union

Pay Grade: Eight (8)

General Purpose

Advanced secretarial/administrative work assisting the Human Resource Director with a variety of operational and administrative details. Plans and manages all City and Employee special events and general duties as required. Work is reviewed while in progress and upon completion for achievement of desired results. Periodically provides some direction.

Essential Duties and Responsibilities

- Provide general clerical assistance to the Human Resource Director.
- Assist in the management of workers compensation injuries and related paperwork.
- Assist with annual insurance renewal and employee related issues.
- Performs a wide variety of clerical work including typing, proofreading, and filing.
- Attend all meetings of Arts and Cultural Events Board and other meetings as needed.
- Coordinate all aspects of event planning for City and Employee events and coordinate with appropriate departments to ensure success.
- Handles City marketing and public relations.
- Assist with City website updating.
- Assist with the management of the grant funded school program.
- Organization and work all City special events.
- Perform other duties as assigned by the HR Director.

Required Knowledge, Skills and Abilities

- Knowledge of modern office practices and procedures, business English, spelling, and punctuation.
- Must have skill in organizing the work assigned in an efficient manner.
- Ability to assume responsibility and execute the supervisor's directives and instructions with authority.
- Ability to maintain effective working relationships with other employees.
- Ability to deal with the public in an effective and courteous manner.
- Ability to type accurately and deal with non-routine matters.
- Ability to effectively utilize Microsoft Word computer application.

Desired Minimum Qualification

- An AA Degree or Bachelor's Degree from an accredited college in social sciences or related field.
- 2+ years of experience in event planning and clerical experience.

Physical Demands

11C(97)

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C (98)

Position Description

Children's Trust Grant
School Program Director

Classification Identification: Contractual

General Purpose

A Program Director contractual position that manages every function of the City's grant funded afterschool and summer camp program.

Essential Duties and Responsibilities

- Manages every function of the City's grant afterschool and summer camp program administration and curriculum.
- Supervises the entire City grant school staff.
- Responsible for adhering to grant requirements.
- Attends all trainings as required by the Trust.
- Inputs statistics and information on program into the Trust website.
- Works with the HR Director to make sure that program is running smoothly and in adherence to grant award.
- Performs other duties as assigned by the Human Resource Director or City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge in running afterschool / summer camp programs.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in social sciences or education.
- 4+ years of experience in childcare or elementary education assistance.
- Must adhere to minimum qualification requirements as specified in the Grant.

Physical Demands

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C (99)

Position Description

Children's Trust Grant
Assistant School Program Director / Certified Teacher

Classification Identification: Contractual

General Purpose

An Assistant Program Director / Certified Teacher contractual position that assists the Program Director in managing every function of the City's grant funded afterschool and summer camp program.

Essential Duties and Responsibilities

- Assists the Program Director in managing every function of the City's grant afterschool and summer camp program administration and curriculum.
- Responsible for adhering to grant requirements.
- Attends all trainings as required by the Trust.
- Inputs statistics and information on program into the Trust website.
- Works with the Program Director to make sure that program is running smoothly and in adherence to grant award.
- Performs other duties as assigned by the, Program Director, Human Resource Director or City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge in running afterschool / summer camp programs.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in education.
- Certified Teacher Certificate.
- 2+ years of experience in teaching.
- Must adhere to minimum qualification requirements as specified in the Grant.

Physical Demands

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11G (100)

Position Description

Children's Trust Grant
ESE Coordinator

Classification Identification: Contractual

General Purpose

An ESE Coordinator contractual position that works in implementing the grant curriculum with emphasis in working with those children that have special needs.

Essential Duties and Responsibilities

- Works in implementing the grant curriculum during the afterschool and summer camp program with emphasis on working with children with special needs.
- Coordinates and administers lessons for special needs children.
- Responsible for adhering to grant requirements.
- Attends all trainings as required by the Trust.
- Inputs statistics and information on program into the Trust website.
- Performs other duties as assigned by the Program Director, Human Resource Director or City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge in running afterschool / summer camp programs.

Desired Minimum Qualification

- Degree in Special Education
- 2+years of experience in child care or elementary education assistance with emphasis on children with special needs.
- Must adhere to minimum requirements as specified in the Grant.

Physical Demands

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C (101)

Position Description

Children's Trust Grant Volunteer Coordinator

Classification Identification: Contractual

General Purpose

An Activity Coordinator contractual position that works in implementing the grant curriculum with emphasis in working with those children that have special needs.

Essential Duties and Responsibilities

- Works in implementing the grant curriculum during the afterschool and summer camp program for children.
- Coordinates and administers lessons for children.
- Responsible for adhering to grant requirements.
- Attends all trainings as required by the Trust.
- Inputs statistics and information on program into the Trust website.
- Performs other duties as assigned by the Program Director, Human Resource Director or City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge in running afterschool / summer camp programs.

Desired Minimum Qualification

- 2+years of experience in child care or elementary education assistance.
- Must adhere to minimum requirements as specified in the Grant.

Physical Demands

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11.C(102)

FINANCE DEPARTMENT

11C(103)

Position Description

Finance Director

Classification Identification: Exempt /Non-Union

Pay Grade: Thirty One (31)

General Purpose

Responsible for overseeing all of the financial activities of the City including budgeting, treasury, debt administration, and cash management.

Essential Duties and Responsibilities

- Develops, analyzes and interprets statistical and accounting information in order to assess operating results in terms of profitability, performance against the budget, and industry benchmarks.
- Directs the coordination of the annual budget process.
- Prepares annual financial statements which are audited by an independent auditing firm.
- Directs the activities of fund accounting, revenue controls, accounts payable, collections, directs preparation of financial reports, audits and statements, and analyzes financial status.
- Ensures payroll is processed timely and accurately and in accordance with the City's payroll policies.
- Ensures integrity of the City's records.
- Responsible for budgetary control to effectively manage purchases within pre-approved budgets.
- Interviews, recommends employees for hire, and train employees; plans, assigns, and directs work; appraises performance; rewards and disciplines employees; addresses complaints and resolves problems.
- Manages the City's debt service and treasury activity.
- Prepares annual capital reports.
- Assists with the preparation of grants.
- Oversees the Administration of City insurance policies.
- Researches debt funding alternatives.
- Oversees and coordinates Information Technology for internal use in the City which includes telephones, cellulars and computers.
- Performs other duties as assigned by the City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge of governmental accounting principles, practices, methods and procedures.
- Ability to evaluate existing accounting methods, procedures, and practices and recommend improvements.
- Must be able to present ideas clearly and concisely, orally and in writing.
- Must possess computer and communications related expertise.
- Must be familiar with Risk Management.
- Establish and maintain effective working relationships with departmental officials, associates, subordinates and the public.
- Must be fluent in the English language.
- Ability to meet and deal with the public in a courteous and effective manner. 11C (104)

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as accounting.
- Ten (10) years work experience in the design, installation, and maintenance or auditing of government accounting systems.
- CPA designation is preferred but not necessary.
- Certified Public Finance Officer is preferred but not necessary.
- Minimum requirements may be waived by the City Manager.

11C(105)

Position Description

Budget/Utility Accountant

Classification Identification: Exempt/Non-Union

Pay Grade: Nineteen (19)

General Purpose

Performs a variety of professional activities, moderately complex and technical accounting functions, complex clerical-accounting and computer system tasks, preparation and maintenance of financial accounts and other departmental records.

Work involves assisting in the annual budget preparation; on-going monitoring and maintenance of the annual budget; monthly actual-to-budget preparation and analysis; complex worksheet preparation and analysis; account-keeping and analysis; developing and providing financial information for use in negotiations of collective bargaining agreements; utility billing, reporting, follow-up and analysis; customer service related to utility billing and accounts; preparation of journal entries; assisting in the closing of year-end; assisting external auditors in year-end audit; providing information and assistance to other accounting personnel development; assisting the development of new or revised procedures; and preparation of special reports as requested by the Finance Director. The Finance Director is available for consultation on complex problems and provides general guidelines on new assignments. Positions in this class require familiarity in bookkeeping, utility billing, and related accounting tasks.

Essential Duties and Responsibilities

- Assists the Finance Director and Department Heads in the preparation, review and maintenance of the annual budget.
- Develops and provides financial information to City management for use in negotiations of collective bargaining agreements.
- Monitors revenue and expenses for departmental accounts; ensures expenditure control and compliance with budget, funding and reporting requirements, City policy and standard accounting procedures.
- Analyzes monthly budget-to-actual variances and discusses such variances with Departments for explanation.
- Assists in year-end closings and prepares supporting ledgers for auditors as required.
- Provides information and assistance to other accounting personnel, department managers and other staff regarding accounting requirements and the use of automated systems.
- Applies complex policies and procedures to area of responsibility, keeping precise records.
- Assists the development of new or revised procedures to simplify and improve operations and services rendered.
- Develops and/or prepares special financial reports as requested by the Finance Director.
- Constructs complex spreadsheet applications, prepares and reviews financial data for input into automated financial systems.
- Analyzes, reconciles, balances and maintains accounting records.

11C(106)

- Prepares, reviews and processes revenue, expenses, and related journal entries.
- Analyzes utility records and initiates action for correction of errors and clarification of discrepancies.
- Classifies receipts and expenditures according to The Florida Uniform Accounting Classification System.
- Inputs and processes checks, invoices, purchase orders and accounts payable
- Reviews expenditure and purchasing documents for availability of funding, mathematical correctness, and compliance with City policy and State and Federal funding requirements.
- Inputs and processes utility billings, cut-off notices and other utility-related information
- Provides customer service functions for utility billing functions which include initiation, update, service orders and termination of accounts
- Furnishes information to the public on a variety of routine matters related to accounts maintained, hears complaints and solves customer problems.
- Performs other duties as assigned.

Required Knowledge, Skills and Abilities

- Knowledge of clerical methods used in keeping fiscal accounts and records, accounting terminology, procedures, routines and equipment.
- Knowledge of business mathematics and English.
- Ability to type from clear copy or rough draft at a moderate rate of speed.
- Ability to understand and follow complex oral and written directions.
- Ability to operate a computer terminal at a reasonable rate of speed.
- Ability to maintain effective working relationships with employees and with the public.
- Ability to operate a 10 key calculator efficiently.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as accounting, business administration, or public administration.
- Five (5) years experience in utility billing, budgeting or accounting or an equivalent combination of education and experience in the bookkeeping field.
- Minimum requirements may be waived by the City Manager with recommendation from the Finance Director.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator; telephone; copy machine and fax machine.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or

controls; and reach with hands and arms. The employee is occasionally required to walk.

- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C (108)

Position Description

Account Clerk I

Classification Identification: Non-Exempt / Union

Pay Grade: Thirteen (13)

General Purpose

Performs complex clerical-bookkeeping and computer system tasks, preparation and maintenance of financial accounts and other departmental records; does related work as required.

An employee in this class performs account keeping, analysis, clerical-bookkeeping, utility billing, payroll and related tasks through manual and computer terminal operations. Ability to analyze and prepare worksheets and schedules. Supervisors are available for consultation on routine problems and provide detailed instructions on all new assignments. Positions in this class some familiarity with the division to which assigned or a background in bookkeeping require, data processing, payroll, utility billing, and related clerical-accounting tasks. When assigned to the collection counter, the employee is responsible for seeing that all routine work and reports are completed daily.

Essential Duties and Responsibilities

- Analyses utility records and initiates action for correction of errors and clarification of discrepancies.
- Operates computer terminal for the input and processing of a variety of data applications such as preparation of utility bills, posting of payments, accounting, billing, invoices, purchase orders, accounts payable, payroll, bank reconciliation, and other related computer applications.
- Performs incidental clerical work in connection with typing reports, accounting statements, and form letters.
- Furnishes information to the public on a variety of routine matters related to accounts maintained.
- Provides customer service functions for utility billing functions which include initiation, update, service orders and termination of accounts.
- Hears complaints and solves customer problems.
- Serves as payroll clerk, reviews all changes to master file, enters into computer all hours worked by employees, generates and balances payroll as required, advises department head on payroll problems, prepares federal and state quarterly and annual payroll reports, prepares W-2 forms, 1099 reports and other related reports.
- Maintains check registration and associated reprints.
- Responsible for central cashiering operations and related activities.
- Summarizes and transmits receipts for various permit fees and municipal revenues.
- Balances cash receipts, disbursements and other applications on a daily and monthly basis and post to appropriate reports.
- Classifies receipts and expenditures according to The Florida Uniform Accounting Classification System.
- Performs other duties as assigned.

11C(109)

- Maintains general and subsidiary revenue and expenditure records, sorting, proofing and posting entries from supporting records, making adjusting entries, balancing against other records and preparing reports for such records.
- Prepares monthly reports showing encumbrances and expenditures for each fund on a comparative basis for review by department head and subsequent transmittal to the various departments, and prepares other departmental reports that may be required.
- Assists in preparing schedules, graphs, worksheets, printing and assembling the annual budget.
- Checks payroll time sheets and codes for individual employees.
- Maintains files and cross indexes to update and determine status of accounts.
- Advises department head on any computer or operational problems.

Required Knowledge, Skills and Abilities

- Knowledge of clerical methods used in keeping fiscal accounts and records, accounting terminology, procedures, routines and equipment.
- Knowledge of business mathematics and English.
- Ability to type from clear copy or rough draft at a moderate rate of speed.
- Ability to understand and follow complex oral and written directions.
- Ability to operate a computer terminal at a reasonable rate of speed when required.
- Ability to maintain effective working relationships with employees and with the public.
- Physical ability to perform duties.
- Ability to operate a 10 key calculator efficiently.

Desired Minimum Qualification

- A High School Diploma or GED.
- Three (3) years experience in bookkeeping work or an equivalent combination of education and experience in the bookkeeping field.
- The minimum requirements may be waived by the City Manager upon recommendation from the Finance Director.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator, telephone, copy machine, fax machine, and survey equipment.

Physical Demands

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear; use hands and fingers; handle, feel or operate objects; tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C (110)

Position Description

Account Clerk II

Classification Identification: Non-Exempt / Union

Pay Grade: Sixteen (16)

General Purpose

Performs complex clerical-booking and computer system tasks preparation and maintenance of financial accounts and other departmental records; does related work as required.

An employee in this class performs account keeping, analysis, clerical-bookkeeping, utility billing, payroll and related tasks through manual and computer terminal operations. Ability to analyze and prepare worksheets and schedules. Supervisors are available for consultation on routine problems and give detailed instructions on all new assignments. Positions in this class require some familiarity with the division to which assigned or a background in bookkeeping, data processing, payroll, utility billing, and related clerical-accounting tasks. When assigned to the collection counter, the employee is responsible for seeing that all routine work and reports are completed daily.

Essential Duties and Responsibilities

- Analyses utility records and initiates action for correction of errors and clarification of discrepancies.
- Operates computer terminal for the input and processing of a variety of data applications such as preparation of bills, posting of payments, accounting, utility billing, invoices, purchase orders, accounts payable, payroll, bank reconciliation, and other related computer applications.
- Performs incidental clerical work in connection with accounts maintained such as typing reports, accounting statements, and form letters.
- Furnishes information to the public on a variety of routine matters related to accounts maintained.
- Provides customer service functions for utility billing functions which include initiation, update, service orders and termination of accounts.
- Hears complaints and solves customer problems.
- Serves as payroll clerk, reviews all changes to master file, enters into computer all hours worked by employees, generates and balances payroll as required, advises department head on payroll problems, prepares Federal and State quarterly and annual payroll reports, prepares W-2 forms, 1099 reports and other reports.
- Maintains check registration and associated reprints.
- Responsible for central cashiering operations and related activities.
- Summarizes and transmits receipts for various permit fees and municipal revenues.
- Balances cash receipts, disbursements and other applications on a daily and monthly basis and post appropriately.
- Classifies receipts and expenditures according to The Florida Uniform Accounting Classification System.
- Maintains general and subsidiary revenue and expenditure records, sorts, proofs and post entries from supporting records, making adjusting entries, balancing against other records and preparing reports for such records.

11C (11A)

- Prepares monthly reports showing encumbrances and expenditures for each fund on a comparative basis for review by department head. Prepares other departmental reports as may be required.
- Assists in preparing schedules, graphs, worksheets, printing and assembling the annual budget.
- Checks payroll time sheets and codes for individual employees.
- Maintains files and cross indexes to update and determine status of accounts.
- Advises department head on any computer or operational problems.
- Performs other duties as assigned.

Required Knowledge, Skills and Abilities

- Knowledge of clerical methods used in keeping fiscal accounts and records, accounting terminology, procedures, routines and equipment.
- Knowledge of business mathematics and English.
- Ability to type from clear copy or rough draft at a moderate rate of speed.
- Ability to understand and follow complex oral and written directions.
- Ability to operate a computer terminal at a reasonable rate of speed when required.
- Ability to maintain effective working relationships with employees and the public.
- Physical ability to perform duties.
- Ability to operate a 10 key calculator efficiently.

Desired Minimum Qualification

- A High School Diploma or GED.
- Five (5) years experience in bookkeeping work or an equivalent combination of education and experience in the bookkeeping field.
- The minimum requirements may be waived by the City Manager with recommendation from the Finance Director.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator, telephone, copy machine, fax machine, and survey equipment.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

116.(112)

Position Description

Accountant II

Classification Identification: Exempt / Non-Union

Pay Grade: Nineteen (19)

General Purpose

Performs a variety of professional activities, moderately complex and technical accounting functions. Work involves reconciling and closing general ledger accounts, preparing a variety of reports and analysis, using electronic spreadsheets and worksheets. Prepares financial statements, supervises bookkeeping and clerical staff.

Essential Duties and Responsibilities

- Monitors revenue and expenses for departmental accounts; ensures expenditure control and compliance with funding and reporting requirements, City policy, and standard accounting procedures.
- Constructs complex spreadsheet applications, prepares and reviews financial data for input into automated financial systems, and generates reports.
- Reviews expenditure and purchasing documents for availability of funding, mathematical correctness, and compliance with City policy and State and Federal funding requirements.
- Analyzes, reconciles, balances, and maintains accounting records; develops budgets and special financial reports.
- Prepares, reviews, and processes budget, revenue, expenses, payroll, and related correcting entries and prepares bank reconciliation of great complexity.
- Compiles and reviews statements and/or prepares reports on fund and transaction activities routinely and upon request.
- Performs bank reconciliation.
- Reconciles payroll journal entries and payroll deductions.
- Reconciles annual inventory of fixed assets and reconciles the general ledger for any additions and deletions of fixed assets
- Assists in year-end closings and prepares supporting ledgers for auditors as required.
- Prepares and file annual or quarterly state reports.
- Oversees utility billing, reconciliation and customer relationships.
- Oversees payroll process as required.
- Provides technical information and assistance to other accounting personnel, department managers and other staff regarding accounting requirements and the use of automated systems.
- Applies complex policies and procedures to area of responsibility, keeping precise records.
- Assists the development of new or revised procedures to simplify and improve operations and services rendered.
- Performs other duties as assigned.

Required Knowledge, Skills and Abilities

- Knowledge of clerical methods used in keeping fiscal accounts and records, office terminology, procedures, routines and equipment.
- Knowledge of business mathematics and English.
- Ability to type from clear copy or rough draft at a moderate rate of speed.
- Ability to understand and follow complex oral and written directions.
- Ability to operate a computer terminal at a reasonable rate of speed.

H.C. (113)

- Ability to maintain effective working relationships with employees and with the public.
- Ability to operate a 10 key calculator efficiently.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as accounting, business administration, or public administration.
- Three (3) years experience in accounting and supervision or an equivalent combination of education and experience in the bookkeeping field.
- Minimum requirements may be waived by the City Manager with recommendation from the Finance Director.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator; telephone; copy machine; fax machine; and survey equipment.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11C(114)

CITY CLERKS DEPARTMENT

11 C (115)

Position Description

City Clerk

Classification Identification: Exempt / Non-Union

Pay Grade: Thirty One (31)

General Purpose

As a Department Head reporting directly to the City Manager, this is a responsible administrative position in recording the actions and maintaining the official records of the City and the City Commission.

Essential Duties and Responsibilities

- Serves as Clerk to the City Commission.
- Oversees preparation of the agenda with supporting documents for meetings of the City Commission.
- Attends all regular and special meetings of the City Commission, takes notes and records official actions.
- Prepares detailed minutes of meetings.
- Reviews completed minutes of each meeting for errors and confirmation of City actions prior to submission for approval.
- Maintains official Minutes Book.
- Supervises City elections and also provides support services to the City Manager, City Commission, City Attorney, and various boards and committees.
- Maintenance of the City's records maintenance program, including monitoring the storage retention and disposition of City records in accordance with State of Florida Public Records Law and City requirements.
- Maintains the City's official records.
- Performs research of City records as assigned.
- Publishes and distributes notices and legal advertising as required by law.
- Establishes and coordinates the City's records management program in compliance with State law.
- Serves as Financial Disclosure Liaison.
- Responds to public records requests and lien searches.
- Disseminate public information to the public and media.
- Coordinates all City related advertisements for Commission and Board meetings, and other City functions or postings.
- Performs other duties as assigned by the City Manager.
- Manages City's personnel functions.

Required Knowledge, Skills and Abilities

- Thorough knowledge of the functions and organization of the City government.
- Thorough knowledge of the rules of order related to public hearings.
- Thorough knowledge of the City's Charter and City Code.
- General knowledge of voter registration laws and procedures.
- Thorough knowledge of elections processes, procedures, laws, rules and regulations.
- Thorough knowledge of standard office management practices, procedures, filing systems, equipment, and office assistance techniques; knowledge of business English, spelling, grammar, composition, and arithmetic; skill in the use of a personal

computer and ability to research and prepare correspondence including letters, memorandums, reports, and resolutions.

- Ability to maintain confidential information and materials; ability to operate various office equipment such as typewriter, PC, copier, etc.
- Ability to take and transcribe dictation using recording and transcribing equipment.
- Ability to work independently, with little or no supervision, and under pressure with short deadlines; ability to supervise a clerical staff.
- Ability to deal tactfully and courteously with other agencies, the public, and employees.
- Ability to handle all types of inquiries, questions, and complaints from other agencies and the general pubic.
- Ability to deal with hostile and/or irate individuals.
- Ability to follow-up as necessary.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in business, public administration, or related field.
- Certified Municipal Clerk Certificate.
- 5 years of experience in Management or as a City Clerk or Deputy City Clerk.
- The minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

Position Description

Deputy City Clerk

Classification Identification: Exempt/Non Union

Pay Grade: Sixteen (16)

General Purpose

Provides administrative support to the City Clerk and acts in the capacity of the City Clerk in her absence. Performs a variety of complex analytical, report writing, record keeping technical work in grant preparation, analysis of programs, services, systems, policies, and procedures, and maintaining of; confidential records, official documents of the City and action of the City Commission, to devise the most efficient and effective methods of accomplishing the work of City government.

Essential Duties and Responsibilities

- Assists in preparation and finalizing of Commission agenda packets and their distribution
- Prepares Commission Chambers prior to meetings
- Prepares standard sign-in, voting record and other forms for use during City Commission and other meetings, and assists in manually and electronically recording and transcribing Minutes of Commission meetings, and prepares and distributes agenda results.
- Coordinates approval and execution by proper authority of various documents approved by Commission including attesting to official documents, in the absence of the City Clerk; distributes copies of ordinances and resolutions to agencies and persons concerned, and maintains such documents in designated permanent records.
- Updates City Code Book including Zoning and Land Development Codes and arrange for printing of City Code Book supplements and their distribution.
- Handles municipal correspondence as directed by the City Clerk
- Assists in the preparation of legal advertisements and public notification letters for public hearings; notarize documents, certify copies in the absence of the City Clerk, respond to queries regarding property and special assessment liens. Place agendas and other public notices on the City bulletin boards and on Cable TV as directed.
- Research and compile records for outstanding liens, prepare lien search result letters and releases of lien notifications. Prepares and forward documents for recording.
- Assists the City Clerk and other departments with enhancement and implementation of a comprehensive City Records Retention, and Disposition Program in accordance with State Records Schedules and municipal requirements
- Assists with determining proper categorization of records, location for optimal access, most effective form of retention and process records appropriate for disposition. Process responses to Public Record Requests and maintain the record of such requests.
- Assists with the overall bid process including attending bid openings. Maintains centralized files of executed City contracts, agreements, letters of understanding, and other related documents.
- Assists in performing activities connected with municipal elections
- Advises the City Clerk of Board and Committee vacancies and advertise openings. Distribute, accept and process Board and Committee applications. Assists in the preparation and distribution of informational packages to newly appointed members. Establishes a schedule for annual reports of Boards and Committees for submittal to the City Commission.
- Gathers, interprets, and prepares data for studies, reports and recommendations; and coordinates activities with other departments and agencies as needed.

- Reviews and analyzes complex problems involving technical and departmental systems and processes, operating procedures, and makes recommendations for their solution.
- Studies management methods in order to improve workflow and simplify reporting procedures to implement cost reductions to increase efficiency.
- Conducts salary studies.
- Develops and analyzes new systems relating to policy changes and/or revises established policies, procedures and manuals relating to personnel, safety, benefits, and internal procedures.
- Provide presentations and/or training to employees, committees or the public in general, relating to changes in policies, programs and procedures.
- Organizes and documents findings of studies and prepares recommendations for implementation of new systems, procedures or organizational changes.
- Prepares and edits computer and other reports on various project assignments including conclusions and recommendations for solutions to administrative problems.
- Researches, coordinates, prepare, submit, and/or monitor grants.
- Responsible for maintaining updated and accurate records of insurance coverage, pension plans and personnel transactions.
- Maintains records and gathers information for reports confidential in nature.
- Assists in the development and implementation of the department's goals, objectives, policies, procedures, and work standards.
- Performs duties as assigned by the City Clerk.

Required Knowledge, Skills and Abilities

- Considerable knowledge of governmental law and documents such as City Charter, Code of Ordinances, policies and procedures.
- Good knowledge of legal requirements, rules of order and procedures of City Commission meetings.
- Good knowledge of municipal government organization, functions and activities, including election laws and procedures and records management requirements.
- Working knowledge of the principles and practices of modern public administration
- Working knowledge of research methods and techniques and methods of report presentation
- Considerable knowledge of the use of computers for varied applications
- Ability to accurately record and maintain records
- Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public
- Ability to communicate effectively verbally and in writing
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to write clear and concise reports, memoranda, directives and letters
- Ability to exercise judgment and initiative in the performance of work
- Must be able to work independently

Desired Minimum Qualification

- Graduation from a college or university with an Associate Degree in Public Administration, Business, Political Science, English or a related field or three years of progressive experience as an Assistant or Deputy City Clerk in the performance of records management and supervision of employees.
- Local, state or federal records management or other similar experience, as well as experience with the business of an elected governmental body, highly preferred.
- Two years of full-time administrative work experience and considerable knowledge of computer systems and applications.
- Minimum requirements may be waived by the City Manager.

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Tools And Equipment Used

Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11c(120)

Position Description

Records Management Clerk & Front Desk Support Clerk

Classification Identification: Non-Exempt / Union

Pay Grade: Eleven (11)

General Purpose

This is specialized technical work in storage, retention, retrieval, and disposition of records. Work involves the processing of permanent, long term, short term, and vital records in all media forms, including the scanning or filming of records and management of records in a digital format. Work requires the use of initiative and judgment in cooperating with all county agencies to provide a complete and efficient method of information management, retention, and retrieval requirements.

Essential Duties and Responsibilities

- Retrieves requested boxes, or files and documents for all departments; performs look-ups in the computer database to get box locators; generates routing reports from the database to a printer; performs retrieval scanning procedures.
- Receives retrieval requests for records by mail and facsimile; screens requests to ensure that information and confidential files are released only to authorized persons.
- Through the operation of a computer, converts input data from source documents to electronic format.
- Through the operation of a microfilm camera, computer, and/or document scanner, scans, checks image quality, and indexes digital images of archived records.
- Receives and checks boxes of records against transmittal lists to ensure completeness, accuracy; and compliance with regulations; notifies supervisor of missing records; enters data from transmittals into computer database; produces audit reports to ensure database accuracy; files source documents.
- Assists in systematic records destruction in accordance with authorized retention schedules.
- Performs other duties as assigned by the City Clerk.

Required Knowledge, Skills and Abilities

- Advanced knowledge of microfilming methods and techniques.
- Advanced knowledge of the operation and maintenance of microfilming equipment.
- Good knowledge of basic clerical process including filing, sorting, and a typewriter keyboard.
- Good knowledge of record storage methods.
- Ability to microfilm documents and records rapidly and accurately.
- Ability to quickly locate requested documents.
- Ability to accurately and in a timely manner enter input for production processing.
- Ability to perform timely preparation of reports for pickup/distribution.
- Ability to get along well with others including the ability to lead and supervise subordinates in an ongoing daily production environment.

11c (121)

- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to write simple correspondence.
- Ability to effectively present information to customers, clients, and other employees of the organization.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- While performing the duties of this job, the employee is occasionally required to use a typewriter, calculator and copy machine.
- While performing the duties of this job, the employee is required to use a computer. Good knowledge of PC
- Good typing skills are also required.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or business administration.
- Three (3) years work experience in records management, storage methods, and in the operation of data entry and bar code scanning equipment.
- Minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

11c(122)

Position Description

Clerical Assistant

Classification Identification: Part-Time / non exempt / non union

Pay Grade: Seven (7)

General Purpose

Advanced secretarial/administrative work assisting the City Clerk and other departments with a variety of operational and administrative details. Work is performed with considerable independence under general supervision of the City Clerk as needed. Work is reviewed while in progress and upon completion for achievement of desired results. Periodically provides some direction.

Essential Duties and Responsibilities

- Perform all activities associated with the scheduling of Advisory Board Meetings
- Attend Advisory Board Meetings and prepare Minutes.
- Perform any other duties as assigned by the City Clerk.
- Exercise independent judgment involving the interpretation of instructions and knowledge used in carrying out duties.
- Performs a wide variety of clerical work including typing, proofreading, and filing.

Required Knowledge, Skills and Abilities

- Knowledge of modern office practices and procedures, business English, spelling, and punctuation.
- Must have skill in organizing the work assigned in an efficient manner.
- Ability to assume responsibility and execute the supervisor's directives and instructions with authority.
- Ability to maintain effective working relationships with other employees.
- Ability to deal with the public in an effective and courteous manner.
- Ability to type accurately and deal with non-routine matters.
- Ability to effectively utilize Microsoft Word computer application.

Tools And Equipment Used

- Computer including word processing, 10-key calculator; telephone; copy machine; fax machine.

11c(123)

POLICE DEPARTMENT

11c (124)

Position Description

Chief of Police

Classification Identification: Exempt / Department Head

Pay Grade: Thirty six (36)

General Purpose

This position is a sworn police officer, management position involving the administration and command of the police department including directing patrol, traffic, criminal investigations and related police services in a community involved and problem solving policing environment.

Essential Duties and Responsibilities

- Command, administer and supervise as a normal part of his/her duties all employees within the Police Department.
- Plan, organize, direct and administer all activities of the Police Department including, but not limited to, personnel, general departmental operations, and records management.
- Formulate and prescribe work within the Police Department for all departmental staff.
- Appraises conditions of work in the Police Department and takes necessary steps to improve police operations.
- Assures optimum departmental activity in the enforcement of traffic and safety regulations and in furthering crime prevention programs and criminal investigation procedure.
- Plans and supervises the execution of police training programs.
- Cooperates with the County, State and Federal officers when their activities and the activities of the City Police Department are mutually involved.
- Prepare and submit reports of police department activities to the City Manager.
- Attend periodic meetings of the various law enforcement groups.
- Responsible for the development of departmental operations and procedures manual; disciplines departmental personnel, evaluates staff performance and recommends approval/denial of promotions as prescribed in the City's Personnel Rules and Regulations. Recommends hiring, termination, or other status changes of employees to the City Manager as necessary.
- Submit annual budget estimates and accompanying descriptions of need to the City Manager and supervise the control and expenditure of departmental appropriations.
- Attend periodic meetings as directed by the City Manager.
- Develops and maintains high level of community service.
- Maintain honesty and high ethical and moral standards.
- Performs any other duties assigned by the City Manager.

Required Knowledge, Skills and Abilities

- Thorough knowledge of all phases of Police Department work, including principles and practices of modern crime prevention, criminal and traffic investigation, apprehension and rules of evidence, management and operations of telecommunications center.

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- Knowledge of office management and administration practices and principles, including budgeting, planning and forecasting.
- Knowledge of effective supervisory principles and practices and ability to effectively plan, supervise and evaluate the work of subordinates.
- Knowledge of City policies, geography, buildings, street systems and special areas requiring pre-crime knowledge or special crime prevention techniques.
- Knowledge of the behavior of criminals and the causes underlying criminality.
- Knowledge of the organization and function of county, state and federal agencies concerned with enforcement regulations, licensing, safety, and related investigative activities.
- Ability to analyze situations and to act quickly, calmly, and effectively under emergency and other stressful circumstances.
- Ability to establish and maintain effective working relationships with other employees, officials and the general public.
- Ability to prepare and supervise the accurate preparation and maintenance of comprehensive reports and records.
- Ability to plan, organize, coordinate, direct and evaluate the work of supervisory and support staff.
- Ability to communicate effectively both orally and in writing.

Desired Minimum Qualification

- A Master's degree or a Bachelor's degree from an accredited college in law enforcement or related field, an FBI National Academy Graduate or a relevant combination of training and/or experience. .
- A minimum of ten (10) years experience as a full-time, sworn police officer with a minimum of seven (7) years in command level experience required, with administrative background preferred.
- Current certification or the ability to meet, by training, the requirements of the Florida Department of Law Enforcement, Criminal Justice Standards, for certification as a Florida Police Officer.

11c (126)

Position Description

Assistant Chief of Police

Classification Identification: Exempt / Non-Union

Pay Grade: Thirty Two (32)

General Purpose

This is a highly responsible position geared towards directing and coordinating the activities of the Police Department and provides complex staff assistance to the Police Chief.

Employees in this class manage Bureau Lieutenants. Incumbents in this class exercise direct supervision over sworn and non-sworn personnel, advise and recommend policy and procedural changes affecting their divisions, and keep the Police Chief and other police managers abreast of all activities under their command.

Under general direction, employees in this class perform varied and complex assignments requiring the exercise of considerable initiative and independent judgment in conformance with established policies and procedures. Work is reviewed by the Police Chief or other higher level police managers through conferences, reports, observations and success in achieving established goals.

Essential Duties and Responsibilities

- Manages, directs, organizes and administers the Bureau Lieutenants of the Department.
- As assigned, serves as Assistant Police Chief and directs the activities of either Operations, Investigations or Administration.
- Directs, oversees and participates in the development of the division work plan; assigns work activities, projects and programs; monitors work flow, implements policies and procedures; reviews and evaluates work products, methods and procedures.
- Coordinates division activities with Bureau Lieutenants and outside agencies and organizations; ensures that work performed is providing for the needs of the Department; provides staff assistance to the Police Chief and other police managers; prepares and presents staff reports and other necessary correspondence.
- Ensures that Department goals and objectives are met with a Patrol/Community Policing Division by transforming ideas into results.
- Assists the Police Chief by participating in establishing standards, planning schedules, developing operating procedures and directing subordinate professionals, command, technical and clerical personnel in such functions as patrol, criminal investigations or administrative services.
- Provides direction for short and long term planning and action.
- Assists in establishing and updating Departmental Goals and Objectives; and recommends standards, procedures, forms and regulations.
- Makes recommendations regarding operational policies, expenditures, plans and other administrative matters, and assists in preparing and administering the Department Budget.
- Coordinates and assigns tasks to shifts and support units. Ensures that Department policies and procedures, City rules and labor contracts are adhered to in all activities.

- Recommends, in the interest of the City, that eligible applicants are considered for hire and that subordinate employees be transferred, suspended, promoted, terminated, re-assigned or disciplined; participates in the disposition of grievances and the administration of agreements resulting from collective bargaining.
- Serves as liaison with all district, civic, homeowner, business, development and other special interest groups and organizations by attending meetings, addressing groups, coordinating, planning and delegating public resources to meet their needs.
- Assists the Police Chief or other superior police managers in the formal planning and research functions of the Police Department; participates in developing and conducting a continuing research program to identify problems and formulate plans.
- Prepares the division budget; assists in budget implementation; participates in the forecast of additional funds needed for staffing, equipment, materials, and supplies, and administer the approved budget.
- Directs the maintenance of complete police records including general correspondence, statistical records, fingerprint records, criminal investigation records and other miscellaneous types of records.
- Studies the incidence, type and severity of crimes occurring in the City and adjusts or makes recommendations for the adjustment of police office staff.
- Organizes and directs activities during emergency situations and special activities; coordinates activities with other agencies as required and directs the Command post activities on all Lieutenant responses.
- Reports unusual problems and progress of operations within the division to higher management.
- Develops field service plans to handle unusual circumstances and serves as a police representative in the City's emergency operations plan.
- Prepares and supervises the preparation of necessary reports relating to activities and reviews reports prepared and submitted by subordinates.

Required Knowledge, Skills and Abilities

- Thorough knowledge of organizational and management practices as applied to the analysis and evaluation of police programs, policies and operational needs.
- Thorough knowledge of the principles and procedures of the Criminal Justice System.
- Thorough knowledge of the organization, function, policies, and procedures of the Police Department.
- Thorough knowledge of the modern principles, practices and techniques of police administration, organization and operations including those related to patrol, traffic control and investigation and identification techniques.
- Thorough knowledge of pertinent Federal, State and local laws, codes and regulations.
- Considerable knowledge of budgeting procedures and techniques.
- Considerable knowledge of the principles and practices of supervision, training and personnel management.
- Considerable knowledge of the use of police records and their application to the solution of police problems.
- Ability to organize, direct, and implement activities in a comprehensive Police Department Division.
- Ability to supervise, train and evaluate assigned staff.
- Ability to analyze problems, identifies alternative solutions, project consequences of proposed actions, and implements recommendations in support of goals.
- Ability to understand and implement the principles and practices of organizational development.
- Ability to identify and respond to Public and City Commission issues and concerns.

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- Ability to properly interpret and apply Federal, State and Local policies, procedures, laws and regulations.
- Ability to act quickly and calmly in emergency situations.
- Ability to use and care for firearms.
- Ability to communicate in a clear and concise manner, both orally and in writing.
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as criminology, criminal justice or public administration.
- A State of Florida Certified Police Officer.
- Seven (7) years of sworn administrative experience or five (5) years of such service with possession of a Master's degree.
- The minimum requirements may be waived by the City Manager.

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Assistant to the Chief of Police

Classification Identification: Exempt / Non-Union

Pay Grade: Twenty Seven (27)

General Purpose

This is an executive management level position that assists the Chief of Police and Assistant Chief of Police. This position manages, personnel, fiscal, and material resources. Duties include the support to the Chief and Assistant Chief of Police in all levels of administration and budget management.

Essential Duties and Responsibilities

- Perform advanced administrative work as directed by the Chief of Police and Assistant Chief including identifying administrative and managerial problems and recommending appropriate action.
- Responsible for the organization of the office procedures for all members of the agency and directly responsible for compliance to protocol.
- Develop regulations for the Police Department by virtue of following a protocol for law enforcement and assist in authoring update to Policies and Procedures Manual
- Author and maintain a comprehensive City Hurricane Plan
- Represents the City of North Bay Village at various functions as directed by Chief or Assistance Chief of Police.
- Initiates Department Press Releases.
- Transcribe and maintain all confidential files, including Union Grievances/Department Discipline and Internal Affairs Investigations.
- Maintain the Chief / Assistant Chief calendar and set up meetings within the City, as well as coordinating multi agency events.
- Distribute and assign incoming correspondence to the appropriate Command Staff for their corresponding Division and track/ensure actions taken.
- Maintain FDLE ATMS Training and Employment Records in accordance with Florida Department of Law Enforcement mandates, as well as in-house Training Records
- Compose all Department correspondence, interoffice memorandums, financial reports .
- Directly responsible for the Police Budget and Federal Forfeiture Account: Asset Tracking and Reporting as required in the Guidelines set forth by the U.S. Department of Justice and makes presentations to City Management with recommendations for utilizing these funds.
- Approve and maintain accounts payable (maintain database to document fleet purchase and maintenance / repairs tire expenses and uniform/equipment purchase.
- Perform other duties assigned by the Chief of Police and Assistant Chief of Police.

Required Knowledge, Skills and Abilities

- Thorough knowledge of organizational and management practices as applied to the analysis and evaluation of police programs, policies and operational needs.
- Must be fluent in the English language. Ability to communicate in Spanish is a preferred.
- Considerable knowledge of modern office practices and procedures.
- Must be computer literate with knowledge of Microsoft Word, WordPerfect or similar word processing programs.

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- Ability to type at least 30 words per minute.
- Ability to meet and deal with the public in an effective and courteous manner.
- Ability to perform several tasks at one time.
- Ability to deal with confidential and sensitive matters.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as public administration, business administration, or finance.
- Three (3) years experience in public administration, police administration or related field.
- Three (3) years experience in Finance, budgets preparation etc.
- Additional experience may substitute for education.
- The minimum requirements may be waived by the Chief of Police.

11c(131)

Position Description

Investigative Lieutenant

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty Six (26)

General Purpose

This position is a sworn police officer management position involving the administration and command of the investigation of crime and the detection and prevention of violations of the law.

Essential Duties and Responsibilities

- Supervises detectives and support personnel in their assigned duties.
- Supervises the scheduling and coordination of shifts.
- Reviews a variety of police related reports prepared by detectives or others.
- Makes day-to-day police assignments as required by the needs of the service.
- Establish probable cause for warrant and warrant-less searches and arrests.
- Conducts periodic performance evaluations and planning sessions for assigned personnel. Counsels assigned personnel on job performance and disciplinary matters.
- Reviews information on criminal activity.
- Conduct surveillance of individuals/locations.
- Investigate crimes against persons and properties.
- Conduct follow-up investigations.
- Prepare photo line-ups.
- Conduct background investigations.
- Coordinate crime scene activities.
- Ensure crime scene evidence is properly collected and preserved.
- Searches crime scenes for physical evidence.
- Document chain of custody for evidence.
- Locates and interviews crime victims, witnesses and suspects.
- Searches premises or property.
- Keeps Victims Services Coordinator fully apprised of case activity and progress.
- Traces stolen property.
- Recovers and maintain an inventory of stolen property.
- Check status of stolen property through computer networks.
- Search for missing persons and suspects.
- Attend meetings with other agencies.
- Work closely with Patrol Officers by quickly responding to crimes to provide assistance and guidance where necessary.
- Perform all other duties as assigned by the Police Chief.

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Required Knowledge, Skills and Abilities

- Ability to evaluate, audit, deduce and/or assess data and/or information using established criteria. Includes exercise of discretion in determining actual or probable consequences, and references such evaluation to identify and select alternatives.
- Knowledge of City ordinances relating to police activity, investigations and practices.
- Ability to type and operate a personal computer.
- Ability to compile information into reports.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as criminology or criminal justice.
- Completion of the State Basic Training Academy or equivalent academy.
- Four (4) years work experience in research, statistical analysis, investigations, or law enforcement.
- Must posses a valid State of Florida driver license.

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Position Description

Operations Lieutenant

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty Six (26)

General Purpose

The purpose of the class is to supervise other police personnel and oversee specialized Police Department division operations. The class is responsible for supervision, and oversight of administration, criminal investigations, or other specialized divisions. The class works within broad policy and organizational guidelines; independently plans and implements projects; reports progress of major activities through periodic conferences and meetings.

Essential Duties and Responsibilities

- Supervises sergeants, corporals, police officers and support personnel in their assigned duties.
- Oversees and may personally participate in investigating criminal law violations occurring within the jurisdiction of the department, obtaining evidences and compiling information regarding these crimes, preparing cases for filing of charges, testifying in court, and related activities.
- Supervises the scheduling and coordination of shifts.
- Reviews a variety of police related reports prepared by subordinates officers or others.
- Evaluates officers' arrests based on circumstances and evidence to determine whether subject will be detained, placed in jail or released.
- Makes day-to-day police assignments as required by the needs of the service.
- Plans individual tactics matters such as equipment to be used for particular operations or the detailed plans needed for an investigation. Develops new approaches to investigate problems.
- Determines how to deploy personnel during emergency situations.
- Maintains contact with general public, court officials and other City officials in the performance of police activities.
- Conducts periodic performance evaluations and planning sessions for assigned personnel. Counsels assigned personnel on job performance and disciplinary matters.
- Maintains normal availability for consultation on major emergencies or calls for service.
- Oversees and assists, as needed, in the patrol of City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic prevent or detect and investigate misconduct involving misdemeanors, felonies and other law violations' and to otherwise serve and protect
- Oversees and assists, as needed in the response to emergency radio calls and investigates accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Takes appropriate law enforcement action as required.
- Prepares a variety of reports and records.
- Reviews, evaluates and develops programs, policies and procedures for various departmental operations.

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- Assists in the preparation and administration of the department budget.
- Performs other duties as assigned by the Police Chief.

Required Knowledge, Skills and Abilities

- Principles of supervision, instruction, training and performance evaluation.
- Procedures, methods and techniques of civil service process law enforcement.
- Pertinent federal, state and local laws, codes and regulations.
- Police policies and procedures.
- Criminal behavior and causes underlying criminality and social, psychological and physical needs of criminals.
- Police training; arresting and corrections procedures.
- Police terminology and practices.
- Standard police practices, methods, and procedures.
- Business communications skills.
- Good leadership skills.
- The safe and appropriate use of firearms and other police related tools.
- Supervise, organize, train and review the work of sworn personnel.
- Apply principles and techniques of modern crime prevention, investigation, apprehension, rules of evidence, and all other aspects of law enforcement.
- Interpret and explain law enforcement policies and procedures.
- Maintain composure under adverse conditions such as public harassment, critical injuries and death.
- Communicate clearly and concisely, both orally and in writing.
- Use good leadership skills.
- Prioritize tasks.
- Establish and maintain effective working relationships with City management, employees and the public.
- Read and comprehend complex laws, ordinances, plans and order.
- Frequently use printer, telephone, fax.
- Properly operate city vehicle.
- Knowledge of City ordinances relating to police activity, investigations and practices.
- Ability to type and operate a personal computer.
- Ability to compile information into reports.

Desired Minimum Qualifications

- A Bachelor's degree from an accredited college in a related field such as criminology or criminal justice.
- Completion of the State Basic Training Academy or equivalent academy.
- Four (4) years work experience in research, statistical analysis, investigations, or law enforcement.
- The minimum requirements may be waived by the City Manager.

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Position Description

Sergeant

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty Three (23)

General Purpose

Performs a variety of routine and complex public safety work in the performance and administration of police patrol, investigation, traffic regulation, and related law enforcement activities. Investigates complaints on subordinates as may be assigned.

Essential Duties and Responsibilities

- Supervises police officers, Corporals and other assigned personnel in their duties.
- Supervises the scheduling and coordinating of shift changes.
- Makes day-to-day police assignments as required.
- Advises supervisors on deployment of personnel during emergency responses.
- Personally participates in investigating criminal law violations occurring within the City limits, obtaining evidences and compiling information regarding these crimes, preparing cases for filing of charges, testifying in court, and performing other related activities.
- Patrols City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic prevent or detect and investigate misconduct involving misdemeanors, felonies and other law violations', and otherwise serve and protect.
- Responds to emergency radio calls and investigates accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc.
- Takes appropriate law enforcement action as required.

Required Knowledge, Skills and Abilities

- Police methods and procedures, including patrol, crime prevention, traffic control, investigation and identification techniques and equipment, police records and reports and first aid techniques.
- Departmental rules, regulations, policies and procedures.
- Criminal law with particular reference to the apprehension, arrest and custody of persons committing misdemeanors and felonies.
- Rules of evidence pertaining to the search and seizure and the preservation of evidence in traffic and criminal cases.
- Principles and practices of modern supervision and training.
- Supervise, train, and schedule subordinates effectively.
- Evaluate the performance of subordinates.
- Provide specific feedback and corrective counseling to employees as it relates to job performance.
- Exercise good judgment and make sound decisions when dealing with workplace conflict.
- Use sound judgment and work with a minimum of supervision.
- Gather, assemble, analyze, evaluate and use facts and evidence.
- Deal effectively with simultaneous activities.

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- Quickly analyze situations and adopt effective courses of action.
- Properly interpret and make decisions in accordance with laws, rules, regulations and policies.
- Communicate clearly and concisely, orally and in writing.
- Speak clearly and communicate tactfully and professionally.
- Write clear and concise reports.
- Follow oral and written instructions.
- Use and care for firearms.
- Effectively communicate with and elicit information from upset and irate citizens.
- Facilitate meetings and mediate conflicts.
- Performs other duties as assigned by the Police Chief.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or criminal justice.
- Completion of the State Basic Training Academy or equivalent academy.
- Five (5) years work experience as a fully commissioned police officer within the past seven (7) years.
- Must possess a valid State of Florida driver license.
- Three (3) years of experience as a North Bay City Police Officer can substitute for five (5) years of experience.

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Position Description

Corporal

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty Two (22)

General Purpose

Performs a variety of routine and complex public safety work in the performance and administration of police patrol, investigation, and related law enforcement activities.

Essential Duties and Responsibilities

- Reviews a variety of police related reports prepared by subordinate officers.
- Creates a plan for individual tactical matters such as equipment to be used for particular operations of the detailed plans for an investigation.
- Advises supervisors on deployment of personnel during emergency responses.
- Works a uniformed shift in the performance of security patrols, traffic control, investigation and administers first aid at accidents, detection, investigation and arrest of persons involved in crimes or misconduct.
- Patrols City streets, park, commercial and residential areas to preserve the peace and enforce the law.
- Responds to emergency radio calls and investigates accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc.
- Takes appropriate law enforcement action as required.

Required Knowledge, Skills and Abilities

- Principles of supervision, instruction, training and performance evaluation.
- Procedures, methods and techniques of civil service process law enforcement.
- Pertinent federal, state and local laws, codes and regulations.
- Police policies and procedures.
- Criminal behavior and causes underlying criminality and social, psychological and physical needs of criminals.
- Police training; arresting and corrections procedures.
- Police terminology and practices.
- Standard police practices, methods, and procedures.
- Business communications skills.
- Good leadership skills.
- The safe and appropriate use of firearms and other police related tools.
- Supervise, organize, train and review the work of sworn personnel.
- Apply principles and techniques of modern crime prevention, investigation, apprehension, rules of evidence, and all other aspects of law enforcement.
- Interpret and explain law enforcement policies and procedures.
- Maintain composure under adverse conditions such as public harassment, critical injuries and death.
- Communicate clearly and concisely, both orally and in writing.
- Use good leadership skills.
- Prioritize tasks.

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- Establish and maintain effective working relationships with City management, employees and the public.
- Read and comprehend complex laws, ordinances, plans and order.
- Frequently use printer, telephone, and fax.
- Properly operate city vehicle.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or criminal justice.
- Completion of the State Basic Training Academy or equivalent academy.
- Two (2) years work experience as a fully commissioned police officer.
- Minimum requirements may be waived by the City Manager.
- A valid State of Florida driver's license.

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Position Description

Detective

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty Three (23)

General Purpose

The purpose of this classification is to perform law enforcement duties associated with initiating and following up on criminal investigations, compiling and maintaining testimony and physical evidence, and coordinating other law enforcement activities, services, and programs.

Essential Duties and Responsibilities

- Establish probable cause for warrant and warrant-less searches and arrests.
- Review information on criminal activity.
- Conduct surveillance of individuals/locations.
- Investigate crimes against persons and property.
- Conduct follow-up investigations.
- Prepare photo line-ups.
- Conduct background investigations.
- Coordinate crime scene activities.
- Ensure crime scene evidence is properly collected and preserved.
- Search crime scenes for physical evidence.
- Document chain of custody for evidence.
- Locate and interview crime victims, witnesses and suspects.
- Search premises or property.
- Keep Victims Services Coordinator fully apprised of case activity and progress.
- Trace stolen property.
- Recover and inventory stolen property.
- Check stolen status on property through computer networks.
- Search for missing persons and suspects.
- Attend meetings with other agencies.
- Work closely with Patrol Officers by quickly responding to crimes to provide assistance and guidance where necessary.
- Perform other duties as assigned by the Police Chief.

Required Knowledge, Skills and Abilities

- Ability to evaluate, audit, deduce and/or assess data and/or information using established criteria. Includes exercise of discretion in determining actual or probable consequences, and in referencing such evaluation to identify and select alternatives.
- Knowledge of City ordinances relating to police activity, investigations and practices.
- Ability to type and operate a personal computer.
- Ability to compile information into reports.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as criminology or criminal justice.

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- Completion of the State Basic Training Academy or equivalent academy.
- Three (3) years work experience in research, statistical analysis, investigations, or law enforcement.
- Must possess a valid driver license.

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Position Description

Police/Patrol

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty One (21)

General Purpose

Performs police patrol, investigation, traffic regulation, and related law enforcement activities. Police officers may be assigned to various units within the police department to include but not limited to: Road Patrol, Detective Bureau, Traffic unit, and Marine Patrol.

The purpose of the class is to protect life and property, enforce laws, and investigate crime. The class is responsible for surveillance, law enforcement, investigations, apprehension, and reporting. The class works in accordance with procedures and under general supervision.

Essential Duties and Responsibilities

- Rotating shift-work, performing security patrols, traffic control, investigation and first aid accidents, detection, investigation and arrest of persons involved in crimes or misconduct.
- Works an assigned shift with the expectation of using own judgment in deciding course of action in handling difficult and emergency situations without assistance.
- Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- Patrols City streets, parks, and commercial and residential areas to preserve the peace and enforce the law; control vehicular traffic; prevent or detect and investigate misconduct involving misdemeanors, felonies and other violations' of the law, and to otherwise serve and protect.
- Responds to emergency calls and investigates accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Takes appropriate law enforcement action when necessary.
- Undertakes community oriented police work, and assists citizens with such matter as locked or stalled vehicles, crime prevention, traffic safety, etc.
- Carries out duties in accordance with accepted police procedures to ensure personal safety and safety of fellow Officers. Conducts patrol activities including directing traffic, investigation of reported or observed violations of law, and conducting patrol activities.

Required Knowledge, Skills and Abilities

- Procedures, methods and techniques of civil service process law enforcement.
- Pertinent federal, state and local laws, codes and regulations.
- Police policies and procedures.
- Criminal behavior and causes underlying criminality and social, psychological and physical needs of criminals.
- Police training; arresting and corrections procedures.
- Police terminology and practices.
- Standard police practices, methods, and procedures.
- Business communications skills.
- Good leadership skills.

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- The safe and appropriate use of firearms and other police related tools.
- Apply principles and techniques of modern crime prevention, investigation, apprehension, rules of evidence, and all other aspects of law enforcement.
- Interpret and explain law enforcement policies and procedures.
- Maintain composure under adverse conditions such as public harassment, critical injuries and death.
- Communicate clearly and concisely, both orally and in writing.
- Use good leadership skills.
- Prioritize tasks.
- Read and comprehend complex laws, ordinances, plans and order.
- Properly operate city vehicle.

Desired Minimum Qualification

- A High School Diploma or GED.
- Must posses a valid State of Florida driver license.
- Must be a U.S. citizen.
- Completion of the State Basic Training Academy or equivalent academy.
- Must be at least 18 years of age.

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Position Description

Special Assignment Officer: K-9 Officer / Marine Patrol / Motors

Classification Identification: Non-Exempt / Union

Pay Grade: Twenty Two (22)

General Purpose

This assignment involves performing traditional and non-traditional law enforcement functions involving the use of a certified police canine. This assignment is at the rank of Police Officer or as otherwise designated by the Chief of Police.

Essential Duties and Responsibilities

This assignment carries the same expectations as the description for Police Officer by providing basic police patrol services to the City with the following additions:

- Answer calls for service when not working a call involving the canine. Act as the primary backup unit for the shift, and as the primary unit as necessary.
- Ability to work with a certified canine partner.
- Ability to care for a canine partner and related equipment.
- Ability to care for and maintain a department vehicle that has been specially fitted for canine use.
- Ability to maintain a standard of proficiency set forth for appropriate canine certification(s) as determined by the department and Florida Department of Law Enforcement.
- Ability to demonstrate canine proficiency during training and public demonstrations.
- Ability to be available for call-outs during off duty hours.
- Ability to keep and maintain accurate records for court, training, street use and public demonstrations.
- Ability to comprehend and adhere to established Canine Standard Operating Procedures and directives.
- Ability to appropriately deploy the canine in tactical situations, to advance department objectives, protect officers, apprehend suspects or locate missing persons.
- Ability to control the canine in volatile or potentially hostile situations.
- Ability to integrate the unit and advance the department's mission and overall law enforcement objectives.
- Ability to write comprehensive reports pertaining to canine services, including canine bite reports, canine injury reports, use of force reports, and all other related written correspondence.
- Ability to get along with others, and work effectively with the public and with fellow workers.
- Perform all other duties as assigned.

Required Knowledge, Skills and Abilities

- Ability to evaluate, audit, deduce and/or assess data and/or information using established criteria. Includes exercise of discretion in determining actual or probable consequences, and in referencing such evaluation to identify and select alternatives.

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- Knowledge of City ordinances relating to police activity, investigations and practices.
- Ability to type and operate a personal computer.
- Ability to compile information into reports.

Desired Minimum Qualification

- A High School Diploma or GED.
- Must be a U.S. citizen.
- Completion of the State Basic Training Academy or equivalent academy.
- Must be at least 18 years of age.
- Must posses a valid State of Florida driver license.

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Position Description

Supervisor Dispatcher & Communications Coordinator

Classification Identification: Non-Exempt / Union

Pay Grade: Ten (10)

General Purpose

Performs a variety of routine clerical, administrative and technical work in receiving and dispatching routine and emergency information; keeping official records; and assisting in the administration of the standard operating policies and procedures of the Communications Center.

Essential Duties and Responsibilities

- Monitors telephones and radio in the dispatch center, answers all incoming calls and ascertains nature of call, gathers all necessary information to transmit or relay.
- Dispatches police and other response vehicles for emergency responses; broadcasts nature, location and time of incident.
- Contacts all required personnel and other local concerns such as the fire department in the event of an emergency situation.
- Ensures the presence of reserve units by contacting personnel designated for call-back and relays information as required.
- Monitors reverse 911 computer ensuring all members are accounted for.
- Creates outbound calls to citizens, if the need arises.
- Maintains employee sick log and keeps supervisor advised of possible manpower shortages.
- Composes, types, and edits correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy and completeness.
- Performs other duties as assigned by the Chief of Police.

Required Knowledge, Skills and Abilities

- Considerable knowledge of modern public safety communications practices, procedures, techniques, and equipment.
- Considerable knowledge of applicable laws, ordinances, rules, regulations and standard operating procedures related to emergency public safety communications.
- Considerable knowledge of computers and computer-aided dispatching; working knowledge of modern principles and practices of public administration.
- Ability to train and supervise staff.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with employees, peers and supervisors.
- Ability to exercise sound judgment in evaluating situations and in making decisions.
- Ability to give verbal and written instructions.

Desired Minimum Qualification

- High School diploma or GED.
- Three (3) years of experience in clerical or customer service.
- Minimum requirements may be waived by the City Manager.

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Position Description

Dispatcher

Classification Identification: Non-Exempt / Union

Pay Grade: Eight (8)

General Purpose

Performs non-emergency dispatch duties utilizing 2-way radio or other means to transmit, receive and relay information to field personnel regarding work assignments. Advises field personnel of service problems and directs service or repair crews to work locations. May serve as a receptionist and/or switchboard operator, receiving service calls, answering routine service calls, answering routine questions and/or dispatching service or repair crews directly for routine matters.

Essential Duties and Responsibilities

- Receives and records written and voice messages by telephone and radio via the Computer Aided Dispatching system.
- Transmits messages and departmental information by radio to personnel in the field.
- Maintains records of all assigned units as to location, availability, and type of equipment via the Computer Aided Dispatching system.
- Maintains files on wanted, missing, or lost persons, stolen vehicles, and related information used in disseminating information to field units.
- Operates computer terminal and originates input information, such as stolen articles and requests for information via National Criminal Information Center and Florida Criminal Information Center.
- Furnishes field units with computer data as requested.
- Dispatch all calls for Police service including 911 emergencies.
- Assists the public by greeting citizens when they enter the station and respond to informational requests.
- Takes telephone complaints from citizens and directs the information to the appropriate person within the department.
- Performs related work as assigned by the Chief of Police or a designee.
- Performs clerical, administrative and technical work in receiving and dispatching routine and emergency information to police personnel and other emergency response vehicles.
- Keeps official records.
- Assists in the administration of the standard operating policies and procedures of the Communications Center.

Required Knowledge, Skills and Abilities

- Must be fluent in the English language. Ability to communicate in Spanish is highly desirable.
- Considerable knowledge of modern office practices and procedures.
- Must be computer literate with knowledge of Microsoft Office, WordPerfect or similar word processing programs.
- Ability to type at least 30 words per minute.
- Ability to meet and deal with the public in an effective and courteous manner.

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- Ability to perform several tasks at one time.
- Must posses or be able to obtain 911 emergency medical priority training.
- Must be flexible in duty hours.

Desired Minimum Qualification

- High School Graduate, preferable experience in law enforcement, but not necessary.
- Must pass Background Check and Polygraph for final consideration.
- Three (3) years work experience in the performance of general secretarial and clerical work.
- The minimum requirements may be waived by the City Manager.
- Previous experience as a dispatcher with a Law Enforcement Agency is preferred.

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Position Description

Records Coordinator I

Classification Identification: Non-Exempt / Union

Pay Grade: Eleven (11)

General Purpose

This is clerical and technical work involving police information files and computerized information systems. Employees in this class are responsible for operating computer terminals and performing diversified duties pertaining to data processing formats on local, state, and national criminal justice information systems. Duties include the rapid and accurate inquiry, entry, modification, and retrieval of a wide variety of police records information concerning wanted subjects, stolen articles, traffic records, etc. Related work includes receiving and providing information telephonically, providing counter services to the public, processing correspondence and researching records.

Essential Duties and Responsibilities

- Operates a computer terminal to make inquiries, recoveries, modifications, cancellations and entries on wanted, missing/runaway subjects, articles, guns and securities, into local, state, and national criminal justice information systems for the City's Police Department
- Sends and receives messages from local, state, and Florida Crime Information Center terminals; verifies messages and bench warrants in the Florida Crime Information Center to other police agencies.
- Receives telephone calls from Police Officers; verifies information and enters data into computer terminals.
- Provides counter services to the public, processes correspondence, researches general records, and files.
- Maintains appropriate work records and logs.
- Performs other duties as assigned by the Police Chief or designee.

Required Knowledge, Skills and Abilities

- Knowledge of modern communications and records management systems and a willingness to develop innovative approaches to the delivery of emergency services maintenance.
- Knowledge and understanding of automated computer systems available to public safety organizations.
- Ability to understand training needs and approaches that can be utilized in accomplishing division training goals; ability to understand and enhance appropriate interpersonal relationships that will facilitate organizational effectiveness in achieving divisional and departmental goals; prepare budget justifications.
- Knowledge of laws and regulations relating to the release of information and records.
- Knowledge and ability pertaining to principles and practices of supervision and training.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

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- Ability and experience in dealing positively with members of the public.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or criminal justice.
- Additional experience my substitute for education on a year for year basis.
- Three (3) years work experience in research, statistical analysis, investigations, or law enforcement.
- Minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator; telephone; copy machine; fax machine; survey equipment.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

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Position Description

Records Coordinator II

Classification Identification: Non-Exempt / Union

Pay Grade: Fourteen (14)

General Purpose

This is clerical and technical work involving police information files and computerized information systems. Employees in this class are responsible for operating computer terminals and performing diversified duties pertaining to data processing formats on local, state, and national criminal justice information systems. Duties include the rapid and accurate inquiry, entry, modification, and retrieval of a wide variety of police records information concerning wanted subjects, stolen articles, traffic records, etc. Related work includes receiving and providing information telephonically, providing counter services to the public, processing correspondence and researching records.

Essential Duties and Responsibilities

- Operates a computer terminal to make inquiries, recoveries, modifications, cancellations and entries on wanted, missing/runaway subjects, articles, guns and securities, into local, state, and national criminal justice information systems for the City's Police Department
- Sends and receives messages from local, state, and Florida Crime Information Center terminals; verifies messages and bench warrants in the Florida Crime Information Center to other police agencies.
- Receives telephone calls from Police Officers; verifies information and enters data into computer terminals.
- Provides counter services to the public, processes correspondence, researches general records, and files.
- Maintains appropriate work records and logs.
- Performs other duties as assigned by the Police Chief or designee.

Required Knowledge, Skills and Abilities

- Knowledge of modern communications and records management systems and a willingness to develop innovative approaches to the delivery of emergency services maintenance.
- Knowledge and understanding of automated computer systems available to public safety organizations.
- Ability to understand training needs and approaches that can be utilized in accomplishing division training goals; ability to understand and enhance appropriate interpersonal relationships that will facilitate organizational effectiveness in achieving divisional and departmental goals; prepare budget justifications.
- Knowledge of laws and regulations relating to the release of information and records.
- Knowledge and ability pertaining to principles and practices of supervision and training.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

11c (151)

- Ability and experience in dealing positively with members of the public.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or criminal justice.
- Additional experience my substitute for education on a year for year basis.
- Five (5) years work experience in research, statistical analysis, investigations, or law enforcement.
- Minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator; telephone; copy machine; fax machine; survey equipment.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

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Position Description

Public Service Aide

Classification Identification: Non-Exempt / Union

Pay Grade: Thirteen (13)

General Purpose

This is paraprofessional work assisting sworn police personnel in the City's Police Department. Employees in this class perform a variety of para-professional duties in support of sworn police officials including preliminary investigations, investigation of automobile accidents and a variety of community contact work. Duties include the preparation of various reports, utilization of police communications equipment, operating a motor vehicle, and processing crime scenes for latent fingerprints and other physical evidence. Incumbents are unarmed civilian employees with no arrest or enforcement powers, with the exception of the issuance of traffic citations in conjunction with accident investigations and parking violations. Supervision is received from a field training officer or other immediate supervisor who reviews work for satisfactory performance of assigned responsibilities.

Essential Duties and Responsibilities

- Conducts preliminary investigations of nonviolent criminal offenses and prepares appropriate police offense/incidents reports; communicates with persons reporting, victims and witnesses.
- Operates police two-way radio equipment and utilizes a computer terminal for processing information.
- Investigates automobile accidents, prepares accident reports, issues traffic summons and testifies in related court proceedings; provides emergency first aid to injured if required and examines accident scene for signs of physical evidence.
- Processes crime scenes for latent fingerprints and other physical evidence; uses powder, tape and cards to lift latent fingerprints found; and prepares crime scene reports.
- Performs liaison functions between police authorities and the community; makes daily contacts with businesses and residents in assigned work areas; attends community meetings and assists in community programs and special events.
- Operates a motor vehicle on a continual basis in varied traffic conditions or directions; and conducts routine patrolling.
- Performs routine (minor) crime scene processing as assigned.
- Completes a variety of administrative reports, delivers department mail to various units, uses duplicating equipment and answers telephones.
- Performs related work and other duties as assigned by the Police Chief or designee.

Required Knowledge, Skills and Abilities

- Knowledge of departmental rules, regulations and procedures.
- Knowledge of public relations principles and techniques.
- Knowledge of basic legal concepts as they relate to the classification of crimes.
- Knowledge of the principles and practices of first aid.
- Knowledge of the various reports and forms utilized in the course of work.
- Knowledge of the traffic laws.
- Knowledge of basic chemistry concepts related to latent fingerprint processing.

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- Ability to communicate clearly and concisely, verbally and in writing, to groups and individuals.
- Ability to exercise judgment in dealing with human interactions.
- Ability to prepare a variety of specialized reports.
- Ability to use mobile or hand-held radio equipment and related communications equipment.
- Ability to render first aid.
- Ability to weigh facts and maintain objectivity in making decisions.
- Ability to exercise tact, diplomacy and courtesy in dealing with a variety of people.
- Ability to operate a motor vehicle.
- Ability to control situations requiring traffic direction.

Desired Minimum Qualification

- A High School Diploma or GED.
- Three (3) years experience in bookkeeping work or an equivalent combination of education and experience in the bookkeeping field.
- Must posses a valid State of Florida driver license.
- The minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Typewriter, computer including word processing, spreadsheet, data base, 10-key calculator; telephone; copy machine; fax machine; survey equipment.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

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Position Description

School Crossing Guard

Classification Identification: Non-Exempt / Part-time

Pay Grade: One (1)

General Purpose

Under supervision of a Sergeant in the Police Department, provides assistance to children and other pedestrians in crossing at specified streets along school routes; and performs related work as required.

Essential Duties and Responsibilities

- Escort children across busy crosswalks and/or intersections.
- Monitor the flow of traffic to ensure safe passage.
- May interact with parents, school personnel, city employees, and others.
- Perform other related duties as assigned.
- Watches for suspicious persons and/or vehicles that may prey upon young children.
- Provides a safe adult presence that young children may go to when they need assistance while going to and from school.

Required Knowledge, Skills and Abilities

- Ability to exercise sound judgment in evaluating situations and in making decisions.
- Ability to work independently, with a minimum of supervision and utilizing good time management skills.
- Ability to use a hand-held stop sign, flashlight, narrowcade, and sandbag.
- Basic safety rules.
- Basic safe driving rules and procedures.
- Techniques for communicating with children and adults.
- Obtaining the attention and cooperation of school children and other pedestrians.
- Observing and recording license numbers and incident details accurately.
- Following oral and written directions.
- Communicating and acting effectively with co-workers, the supervisor and the general public sufficient to exchange or convey information and to receive work direction.

Desired Minimum Qualification

- A High School Diploma or GED.
- Minimum requirements may be waived by the City Manager.

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Position Description

Code Enforcement Officer

Classification Identification: Exempt / non union

Pay Grade: Seventeen (17)

General Purpose

Inspects land and building properties for conformity with zoning rules and regulations. Investigates complaints and makes recommendations to resolve any complaints concerning code violations.

Essential Duties and Responsibilities

- Enforces, explains and interprets the City's Zoning Code, including but not limited to, nuisance abatement, clearing, grading, filling, and flood.
- Issues verbal and written notices of code violation and citations for code violations.
- Presents zoning code violation cases to the City Manager or Assistant City Manager.
- Assists in resolving complex and sensitive customer service issues, either personally, by telephone or in writing.
- Maintains records and documents of customer service issues and resolutions.
- Research problems and complaints regarding commercial and residential buildings code compliance.
- Maintain honesty and high ethical, and moral standards.
- Ability to prepare and present Code Compliance Cases before the Special Master.
- Perform zoning and code compliance inspections.
- Ability to get along with others and work effectively with the public and fellow workers.
- Performs other duties as assigned by the City Manager or Assistant City Manager.
- Attends Code Enforcement Board Meetings held by the special master and attends the City Commission Meetings.

Required Knowledge, Skills and Abilities

- Must be computer literate with working knowledge of Microsoft Word, WordPerfect or a similar word processing program as well as Excel, GIS and AutoCAD.
- Ability to meet and deal with the public in an effective and courteous manner.
- Ability to perform several tasks at one time.
- Ability to read and understand architectural plans.
- Must be fluent in the English language. Ability to communicate in Spanish is a plus.

Desired Minimum Qualification

- A Bachelors Degree (B.A.) from an accredited college in a related field.
- Three (3) years of experience in enforcement of governmental regulations.
- Minimum of 2 levels of Code Enforcement Certification.
- Minimum requirements may be waived by the City Manager.

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BUILDING DEPARTMENT

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Position Description

Chief Building Official

Classification Identification: Exempt / Non-Union

Pay Grade: Thirty One (31)

Part time Building Official

Classification Identification: Exempt / Non-Union
Pay Grade: Contractual

General Purpose

This is technical and administrative work in the enforcement of the City's Building & Zoning Code and related regulations. Work involves directing and supervising the City's building inspection and code enforcement program. Work includes responsibility for the development and maintenance of policies and procedures related to the enforcement of all applicable laws, ordinances, and regulations. This employee also attends meetings of Boards related to field activities.

Essential Duties and Responsibilities

- Supervises and coordinates through subordinates the enforcement of the City's Building & Zoning Code; confers with staff members on work problems; occasionally accompanies staff in the field to review unusual problems and to give general assistance.
- Supervises approval of applications for building permits; confers or corresponds with architects, property owners, and contractors concerning questions involved in the enforcement process.
- Supervises Inspectors, Chief Inspectors, Code Enforcement Officers, and Clerks within the Building Department.
- Attends and participates in the activities of various boards and committees dealing with matters relating to the City's Building & Zoning Code; and makes recommendations for changes in ordinances and regulations relative to construction.
- Supervises the formulation of written procedures for the building inspection section.
- Enforces and interprets the Building Code and other related codes and ordinances of the City including, but not limited to, site inspections, building and structural plans review.
- Administer the permitting function, including application processing, fee assessment and collection, and permit issuance.
- Plan, organize, direct and administer all activities of the Building Department, including, but not limited to, personnel evaluation, training, customer service, general departmental operations, records management, and employee discipline.
- Formulate and prescribe work within the Building Department for all departmental staff.
- Assure optimum departmental activity in the enforcement of the Building Code.
- Submit annual budget estimates and accompanying descriptions and oversees the expenditures and revenues of the department's budget in compliance with the City's purchasing procedure.
- Prepare and submit reports of department activities to the City Manager

- Develop a customer service program and instill upon all staff the importance of friendly service.
- Maintain honesty and high ethical and moral standards.
- Develop and implement a departmental operations and procedures manual.
- Evaluate staff performance annually. Discipline department employees for violation of City or Department Policies and Procedures.
- The knowledge, ability and responsibility to effectively recommend hiring, firing, promotion or other status changes of employees to the City Manager as necessary.
- Perform other assigned duties by the City Manager.

Required Knowledge, Skills and Abilities

- Knowledge of general office procedures.
- Knowledge of City Ordinance and the City's Building and Zoning codes.
- Ability to keep moderately complex records, to assemble and organize data, and to prepare reports from such records.
- Read and accurately interpret plans and specifications.
- Thorough knowledge of organizational and management practices as applied to the analysis and evaluation of police programs, policies and operational needs.
- Must be fluent in the English language. Ability to communicate in Spanish is a plus.
- Considerable knowledge of modern office practices and procedures.
- Must be computer literate with knowledge of Microsoft Word, WordPerfect or similar word processing programs.
- Ability to meet and deal with the public in an effective and courteous manner.

Desired Minimum Qualification

- Must be qualified as one of the following pursuant to Section 8-20, Chapter 8 of the Miami-Dade County Code of Ordinances.
  1. A Registered Professional Engineer licensed in the State of Florida with not less than 5 years experience under that registration and having practiced within the area of jurisdiction of the Building Code for at least 5 years. (License under the structural discipline, while highly desirable, is not required.)
  2. A Registered Architect licensed in the State of Florida with not less than 5 years experience under that registration.
  3. A licensed General Contractor holding a current Certificate of Competency issued by the Florida Construction Industry Licensing Board with not less than 5 years experience under that license.
  4. A licensed General Contractor holding a current Certificate of Competency issued by the Miami Dade County Construction Trade Qualifying Board with not less than 5 years experience under that license.
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade County Board of Rules and Appeals.
- Must be certified by the Miami-Dade Board of Rules and Appeals. To be certified by the Board of Rules and Appeals the individual will need the following:
  1. The inspection authority (the City) must apply for certification to the Building Code Compliance Office prior to the appointment of the Building Official. Based on a preliminary review of the application for certification, the Building Code Compliance Office will within ten days grant temporary certification or deny it. The application is then submitted to the Board of Rules and Appeals for approval or denial. The City shall not employ any person without first obtaining temporary certification from the Office of Code Compliance.
  2. The City would also need to certify the Building Official as a Building Plans Examiner and Chief Building Inspector. The code requirements for these positions

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to be certified are the same as the minimum criteria for a Building Official listed above.

- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors in the category and discipline he/she is seeking certification.

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Position Description

Building and Zoning Clerk

Classification Identification: Non-Exempt / Union

Pay Grade: Eleven (11)

General Purpose

Advanced clerical and building permit application and plans. Provides support services for the Building Department.

Essential Duties and Responsibilities

- This position provides general zoning, building and related code information and application forms to permit applicants and the general public, and provides guidance in filling out various permit applications and forms, making sure applicants understand the permitting process and the necessary information and attachments required to submit an accurate and complete application.
- Answers questions regarding building codes and land use requirements at the counter or on the phone.
- Processes permit applications by accepting the application, checking for accuracy and completeness, receipting it in, calculating fees, routing to appropriate review staff, monitoring application progress for status reports, and preparing plans and permits for issuance.
- Maintains accurate and timely records of the permit process; inputs, maintains and compiles a variety of data permitting activity, such as number of permits by type, calculations, permit fees, review time, problem areas, conditions imposed, actions taken, etc.
- Prepares, maintains and stores records, files and logs related to permit issuance and inspections; prepares documents and plans for storage.
- Assists in the scheduling of requests for field inspections.
- Performs duties as assigned by the Building Official.
- Attends Planning & Zoning Board Meetings and prepares the minutes of the meetings.

Required Knowledge, Skills and Abilities

- Knowledge of general office procedures.
- Knowledge of City Ordinance and the City's Building and Zoning codes.
- Ability to communicate in the English language with the public, both in person and on the telephone.
- Ability to keep moderately complex records, to assemble and organize data, and to prepare reports from such records.
- Ability to make computations and tabulations with speed and accuracy.
- Ability to recognize plans for various building department disciplinary (Building, Plumbing, Electrical, Mechanical, Signs, etc.)

Desired Minimum Qualification

- Bachelors Degree or AA Degree in Social Sciences
- Two (2) years of experience in varied clerical and secretarial work.

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- Four (4) years experience in a Building/Zoning Department or any equivalent combination of training and experience.
- The minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

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Position Description

Building Inspector

Classification Identification: Contractual

General Purpose

Highly responsible, administrative, supervisory, and technical work in enforcing compliance with applicable national, state and local laws, codes, ordinances and regulations through reviewing construction plans and specifications of new and existing buildings, structures, and properties. Work includes office and field duties.

Essential Duties and Responsibilities

- Enforces related national, state and local laws, codes, ordinances and regulations by issuing warnings and written notices of violations; and follows departmental procedures for inspection and action required to ensure compliance.
- May conduct technical field inspections of buildings and premises during various phases of construction and use.
- May inspect the structure of and materials used in new and existing buildings, structures and premises. Requests demolition of any structures declared unsafe.
- Detects and investigates reported and unreported hazards, possible safety problems, and violations; determines conformity with established standards and approved plans.
- Reviews building plans, blueprints, specifications, and material lists to determine compliance with applicable regulations and good building and construction practices, and recommends approval or rejection.
- May issue permits and certifications dependent upon compliance with standards, and assist applicants in completing necessary forms.
- Recommends methods, materials, equipment, and alterations to assist in compliance with accepted standards.
- May compute fees for building permits and certifications.
- Determines acceptability of qualifications of contractors engaged in work relating to the type of work referred to herein.
- Testifies in court and before related boards; obtains documentation; and prepares testimony.
- Reports suspected or known violations of zoning, electrical, plumbing, mechanical, licensing, fire, marine, and planning standards to the appropriate authorities.
- Prepares and maintains reports, records and correspondence concerning building structure enforcement and inspection activities.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Thorough knowledge of national, state, and local laws, codes, ordinances and regulations regarding construction, alteration, and repair of buildings and other structures.
- Thorough knowledge of general building design and construction.

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- Thorough knowledge of good construction practices.
- Considerable knowledge of effective practices concerning air conditioning, electrical, plumbing and other phases of building construction.
- Ability to read and interpret blueprints, plans, drawings, specifications, and diagrams and to determine conformance with established standards.
- Ability to read, understand, explain and apply regulations.
- Ability to make technical inspections and render valid decisions.
- Ability to enforce regulations tactfully, firmly and impartially.
- Ability to establish and maintain effective working relationship with other employees, agencies and the public.
- Ability to make arithmetic and statistical computations with speed and accuracy.
- Ability to communicate effectively both verbally and in writing.
- Ability to testify effectively in court and before related boards.
- Ability to research data and originate legal documents and other instruments of law.
- Ability to prepare clear and concise records, reports, correspondence, and other documentation.
- Ability to complete forms legibly and accurately.
- Ability to supervise the work of subordinate employees in a manner conductive to full performance and high morale.

Desired Minimum Qualification

- Must be qualified as one of the following pursuant to Section 8-20, Chapter 8 of the Miami-Dade County Code of Ordinances.
  1. A Registered Professional Engineer licensed in the State of Florida with not less than 5 years experience under that registration and having practiced within the area of jurisdiction of the Building Code for at least 5 years. (License under the structural discipline, while highly desirable, is not required.)
  2. A Registered Architect licensed in the State of Florida with not less than 5 years experience under that registration.
  3. A licensed General Contractor holding a current Certificate of Competency issued by the Florida Construction Industry Licensing Board with not less than 5 years experience under that license.
  4. A licensed General Contractor holding a current Certificate of Competency issued by the Miami-Dade County Construction Trade Qualifying Board with not less than 5 years experience under that license.
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade County Board of Rules and Appeals.
- Must be certified by the Miami-Dade County Board of Rules and Appeals. To be certified by the Board of Rules and Appeals the individual will need the following:
  1. The inspection authority (the City) must apply for certification to the Building Code Compliance Office prior to the appointment of the Building Official. Based on a preliminary review of the application for certification, the Building Code Compliance Office will within ten days grant temporary certification or deny it. The application is then submitted to the Board of Rules and Appeals for approval or denial. The city shall not employ any person without first obtaining temporary certification from the Office of Code Compliance.
  2. The City would also need to certify the Building Official as a Building Plans Examiner and Chief Building Inspector. The code requirements for these positions to be certified are the same as the minimum criteria for a Building Official listed above.

- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors in the category and discipline he/she is seeking certification.

Position Description

Electrical Inspector

Classification Identification: Contractual

General Purpose

Highly responsible, administrative, supervisory, and technical work in enforcing compliance with applicable national, state and local laws, codes, ordinances and regulations through reviewing construction plans and specifications of new and existing electrical installation. Work includes offices and field duties, supervising the enforcement program to ensure that legally established requirements for plans, workmanship and materials are met with regard to electrical work throughout the City.

Essential Duties and Responsibilities

- Enforces related national, state and local laws, codes, ordinances and regulations by issuing warnings and written notices of violations; follows departmental procedures for inspection and action required to ensure compliance.
- May conduct technical field inspections of buildings and premises during various phases of construction and use, related to the installation and operation of electrical systems and equipment.
- May inspect the structure of and materials used in new and existing electrical systems and requests correction of any deficiencies.
- Detects and investigates reported and unreported hazards, possible safety problems, and violations; and determines conformity with established standards and approved plans.
- Reviews building plans, blueprints, specifications, and material lists to determine compliance with applicable regulations and good electrical construction practices and recommends approval or rejection.
- May issue permits and certifications dependent upon compliance with standards, and assist applicants in completing necessary forms.
- Recommends methods, materials, equipment, and alterations to assist in compliance with accepted standards.
- May compute fees for building permits and certifications.
- Testifies in court and before related boards; obtains documentation; and prepares testimony.
- Reports suspected or known violations of electrical systems installation, materials and workmanship standards to the appropriate authorities.
- Prepares and maintains reports, records and correspondence concerning building structure enforcement and inspection activities.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Thorough knowledge of national, state, and local laws, codes, ordinances and regulations regarding construction, alteration, and repair of electrical systems installation, materials, workmanship and equipment.
- Thorough knowledge of good construction practices.

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- Considerable knowledge of effective practices concerning electrical systems, installation practices and other phases of building construction relating to electrical work.
- Ability to read and interpret blueprints, plans, drawings, specifications, and diagrams and to determine conformance with established standards.
- Ability to read, understands, explain and apply regulations.
- Ability to make technical inspections and render valid decisions.
- Ability to enforce regulations tactfully, firmly and impartially.
- Ability to establish and maintain effective working relationship with other employees, agencies and the public.
- Ability to communicate effectively both verbally and in writing.
- Ability to testify effectively in court and before related boards.
- Ability to research data and originate legal documents and other instruments of law.
- Ability to prepare clear and concise records, reports, correspondence, and other documentation.
- Ability to complete forms legibly and accurately.
- Ability to supervise the work of subordinate employees in a manner conducive to full performance and high morale.

Desired Minimum Qualification

- A Certificate of Competency as a master and with at least ten (10) years experience as a master electrician; OR a degree in Electrical Engineering and five (5) years experience as a master electrician, working in the Miami Dade County area.
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade Board of Rules and Appeals.
- Must be certified by the Miami-Dade Board of Rules and Appeals. To be certified by the Board of Rules and Appeals the individual will need the following:
    1. The inspection authority (the City) must apply for certification to the Building Code Compliance Office prior to the appointment of the Building Official. Based on a preliminary review of the application for certification, the Building Code Compliance Office will within ten days grant temporary certification or deny it. The application is then submitted to the Board of Rules and Appeals for approval or denial. The City shall not employ any person without first obtaining temporary certification from the Office of Code Compliance.
    2. The City would also need to certify the Chief Electrical Inspector as a Plans Examiner and Building Inspector.
- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors in the category and discipline he/she is seeking certification.

Position Description

Mechanical Inspector

Classification Identification: Contractual

General Purpose

Highly responsible, administrative, supervisory, and technical work in enforcing compliance with applicable national, state and local laws, codes, ordinances and regulations through reviewing construction plans and specifications of new and existing buildings, structures, and properties. Work includes office and field duties.

Essential Duties and Responsibilities

- Enforces related national, state and local laws, codes, ordinances and regulation by issuing warnings and written notices of violations; and follows departmental procedures for inspection and action required to ensure compliance.
- Conducts technical field inspections of buildings and premises during various phases of construction and use; issues safety certificates and renews on an annual basis following re-inspection.
- Detects and investigates reported and unreported hazards, possible safety problems, and violations; determines conformity with established standards and approved plans.
- Reviews building plans, blueprints, specifications, and material lists to determine compliance with applicable regulations and good mechanical practices and recommends approval or rejection.
- May issue permits and certifications dependent upon compliance with standards, and assist applicants in completing necessary forms.
- Recommends methods, materials, equipment, and alterations to assist in compliance with accepted standards.
- Testifies in court and before related boards; obtains documentation; and prepares testimony.
- Reports suspected or known violations of mechanical standards to the appropriate authorities.
- Prepares and maintains reports, records and correspondence concerning building structure enforcement and inspection activities.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Thorough knowledge of national, state, and local laws, codes, ordinances and regulations relating mechanical equipment installation, operation and maintenance.
- Considerable knowledge of effective practices concerning air conditioning, electrical, plumbing and other phases of building construction.
- Knowledge of effective supervisory techniques.
- Ability to read and interpret blueprints, plans, drawings, specifications, and diagrams and to determine conformance with established standards;
- Ability to read, understands, explain and apply regulations.
- Ability to make technical inspections and render valid decisions.

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- Ability to enforce regulations tactfully, firmly and impartially.
- Ability to establish and maintain effective working relationship with other employees, agencies and the public.
- Ability to make arithmetic and statistical computations with speed and accuracy.
- Ability to communicate effectively both verbally and in writing.
- Ability to testify effectively in court and before related boards.
- Ability to research data and originate legal documents and other instruments of law.
- Ability to prepare clear and concise records, reports, correspondence, and other documentation.
- Ability to complete forms legibly and accurately.
- Ability to supervise the work of subordinate employees in a manner conductive to full performance and high morale.

Desired Minimum Qualification

- A Registered Professional Engineer licensed in the State of Florida, with not less than five (5) years under that registration, OR a licensed Master General Mechanical, holding a current Certificate of Competency from Miami Dade County Construction Trades Qualifying Board, with not less than ten (10) years experience as a practicing Mechanical Master or Journeyman general.
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade County Board of Rules and Appeals.
- Must be certified by the Miami-Dade County Board of Rules and Appeals. To be certified by the Board of Rules and Appeals the individual will need the following:
  1. The inspection authority (the City) must apply for certification to the Building Code Compliance Office prior to the appointment of the Building Official. Based on a preliminary review of the application for certification, the Building Code Compliance Office will within ten days grant temporary certification or deny it. The application is then submitted to the Board of Rules and Appeals for approval or denial. The City shall not employ any person without first obtaining temporary certification from the Office of Code Compliance.
  2. The City would also need to certify the Chief Mechanical Inspector as a Plans Examiner and Building Inspector.
- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors in the category and discipline he/she is seeking certification.

Position Description

Plumbing Inspector

Classification Identification: Contractual

General Purpose

Highly responsible, administrative, supervisory, and technical work in enforcing compliance with applicable national, state and local laws, codes, ordinances and regulations through reviewing construction plans and specifications of new and existing plumbing installation. Work includes office and field duties.

Essential Duties and Responsibilities

- Enforces related national, state and local laws, codes, ordinances and regulations by issuing warnings and written notices of violations; follows departmental procedures for inspection and action required to ensure compliance.
- Conducts technical field inspections of buildings, equipment and installation during various phases of plumbing construction, installation and operation.
- Inspects new and existing plumbing facilities such as: plumbing, water supply, gas supply, and drainage systems, fixtures, and appliances; pipe work in connection with oil burning equipment, air conditioning and boiler installation, fire lines and sprinkler systems.
- Detects and investigates reported and unreported hazards, possible safety problems, unsanitary or inadequate conditions and violations; and determines conformity with established standards and approved plans.
- Reviews plumbing installation plans, blueprints, specifications, and material lists to determine compliance with applicable regulations and good building and construction practices and recommends approval or rejection.
- May issue permits and certifications dependent upon compliance with standards, and assist applicants in completing necessary forms.
- Recommends methods, materials, equipment, and alterations to assist in compliance with accepted standards.
- May compute fees for building permits and certifications.
- Determines acceptability of qualifications of contractors engaged in work relating to the type of work referred to herein.
- Testifies in court and before related boards; obtains documentation; and prepares testimony.
- Reports suspected or known violations of zoning, electrical, plumbing, mechanical, licensing, fire, marine, and planning standards to the appropriate authorities.
- Prepares and maintains reports, records and correspondence concerning building structure enforcement and inspection activities.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Thorough knowledge of national, state, and local laws, codes, ordinances and regulations regarding plumbing, water supply, gas supply, and drainage systems, fixtures, and appliances; knowledge also required for pipe work in connection with oil burning equipment, air conditioning and boiler installation, fire lines and sprinkler systems.
- Thorough knowledge of effective practices concerning installation, operation and maintenance of sanitary plumbing, water supply and gas supply systems.

- Considerable knowledge of building design and construction.
- Considerable knowledge of good construction practices.
- Ability to read and interpret blueprints, plans, drawings, specifications, and diagrams and to determine conformance with established standards.
- Ability to read, understand, explain and apply regulations.
- Ability to make technical inspections and render valid decisions.
- Ability to enforce regulations tactfully, firmly and impartially.
- Ability to establish and maintain effective working relationship with other employees, agencies and the public.
- Ability to make arithmetic and statistical computations with speed and accuracy.
- Ability to communicate effectively both verbally and in writing.
- Ability to testify effectively in court and before related boards.
- Ability to research data and originate legal documents and other instruments of law.
- Ability to prepare clear and concise records, reports, correspondence, and other documentation.
- Ability to complete forms legibly and accurately.
- Ability to supervise the work of subordinate employees in a manner conducive to full performance and high morale.

Desired Minimum Qualification

- Ten (10) years experience as a practical plumber with a valid, recognized Certificate of Competency as a Journeyman or Master Plumber.
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade County Board of Rules and Appeals.
- Must be certified by the Miami-Dade County Board of Rules and Appeals. To be certified by the Board of Rules and Appeals the individual will need the following:
  1. The inspection authority (the City) must apply for certification to the Building Code Compliance Office prior to the appointment of the Building Official. Based on a preliminary review of the application for certification, the Building Code Compliance Office will within ten days grant temporary certification or deny it. The application is then submitted to the Board of Rules and Appeals for approval or denial. The City shall not employ any person without first obtaining temporary certification from the Office of Code Compliance.
  2. The City would also need to certify the Chief Plumbing Inspector as a Plans Examiner and Building Inspector.
- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors in the category and discipline he/she is seeking certification.

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Position Description

Structural Inspector

Classification Identification: Contractual

General Purpose

Highly responsible, advanced technical, supervisory and administrative work in enforcing compliance with applicable national, state and local laws, codes, ordinances and regulations. Work involves approving and disapproving construction plans , demolition plans and specifications prior to issuing building permits and conducting or supervising inspections of new and existing buildings, structures, and properties, activities notification, posting, violation and issuance of recertification, building violations and abandoned buildings activities. Work includes field and office duties.

Essential Duties and Responsibilities

- Performs the more technical and/or more complex inspection, investigative, enforcement, licensing and contractor certification duties.
- Interprets and explains regulations and standards and disseminates technical advice to interested parties including subordinates, other sections and agencies, and the public.
- Enforces relevant national, state and local laws, codes, ordinances and regulations by issuing warnings and written notices of violations; follows departmental procedures for inspection and action required to ensure compliance.
- Conducts or supervises the technical field inspections of buildings, structures and premises during various phases of construction and use.
- May order portions of a building or structure to be exposed for inspection.
- May order construction work stopped if work is being done contrary to regulations or in a dangerous or unsafe manner, and permit work to proceed after compliance with required standards have been met.
- May order buildings vacated if occupancy or use is contrary to accepted regulations.
- Requests demolition of any building or structures declared unsafe.
- Approves or rejects plans, blueprints, specifications, and material lists based on compliance with applicable building regulations and good building and construction practices and issues licenses accordingly.
- Testifies in court and before related boards; obtains documentation; and prepares testimony.
- Prepares and maintains reports, records and correspondence concerning building structure enforcement and inspection activities.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Thorough knowledge of national, state, and local laws, codes, ordinances and regulations regarding construction, alteration, and repair of buildings and other structures.
- Thorough knowledge of general building design and construction.
- Thorough knowledge of good construction practices.
- Considerable knowledge of City and departmental rules, regulations, procedures and policies.
- Knowledge of effective practices in planning, scheduling, assigning, directing, coordinating and evaluating the functions of the section.

- Knowledge of Federal Emergency Management Agency's Flood Plain Management Regulations and standards.
- Knowledge of Department of Environmental Resource Management's Asbestos Removal regulations.
- Knowledge of Department of Transportation's Access Control regulations.
- Knowledge of National, State and Local laws, codes and ordinances pertaining to drainage and sanitation.
- Knowledge of national life safety code and occupancy standards.
- Ability to read and interpret blueprints, plans, drawings, specifications, and diagrams and to determine conformance with established standards;
- Ability to make highly technical inspections and render valid decisions.
- Ability to enforce regulations tactfully, firmly and impartially.
- Ability to establish and maintain effective working relationship with other employees, agencies and the public.
- Ability to communicate effectively both verbally and in writing.
- Ability to make arithmetic and statistical computations with speed and accuracy.
- Ability to testify effectively in court and before related boards.
- Ability to research data and originate legal documents and other instruments of law.
- Ability to prepare clear and concise records, reports, correspondence, and other documentation.
- Ability to complete forms legibly and accurately.

Desired Minimum Qualification

- Bachelor's degree from an accredited college in Civil Engineering, Civil Engineering Technology, Construction Engineering Technology, or Architectural Engineering.
- Registered Professional Engineer licensed in the State of Florida, Registered Architect licensed in the State of Florida or General Contractor with current Certificate of Competency from Florida Construction Industry Licensing Board or from Dade County Construction Trade Qualifying Board.
- A minimum of one (1) year experience as an Engineering Inspector.
- Must be certified or eligible for certification as a Chief Building Inspector and Building Plans Examiner by the Miami-Dade County Board of Rules and Appeals.
- Must be certified by the Miami-Dade County Board of Rules and Appeals. To be certified by the Board of Rules and Appeals the individual will need the following:
  1. The inspection authority (the City) must apply for certification to the Building Code Compliance Office prior to the appointment of the chief Structural Engineer. Based on a preliminary review of the application for certification, the Building Code Compliance Office will within ten days grant temporary certification or deny it. The application is then submitted to the Board of Rules and Appeals for approval or denial. The City shall not employ any person without first obtaining temporary certification from the Office of Code Compliance.
  2. The City would also need to certify the Chief Structural Engineer as a Plans Examiner, and Building Inspector.
- Must hold a valid standard certificate issued by the State of Florida Department of Business & Professional Regulation Board of Building Code Administrators and Inspectors in the category and discipline he/she is seeking certification.

PUBLIC WORKS DEPARTMENT

11c(174)

Position Description

Public Works Director

Classification Identification: Exempt / Non-Union

Pay Grade: Thirty One (31)

General Purpose

The fundamental reason this classification exists is to organize, direct, and coordinate the activities of the Public Works Department. The Public Works Director manages all residential solid waste collection and disposal activities including recycling and household hazardous waste programs. The Director shall also oversee the administration, operation and capital projects for City's sewer, water, stormwater, roadways, and landscraping. The incumbent oversees the procurement, management and maintenance of the City's fleet of equipment, construction, maintenance and operation of City-owned facilities and related electrical and mechanical systems. The employee administers departmental service contracts. The Director is responsible for determining major departmental policies for planning long-term programs, for resolving difficult administrative problems and for managing the departmental budget and capital projects and procurements. The position delegates considerable authority for the performance of technical and day-to-day administrative activities to Utilities Superintendent since the major emphasis is on overall administration and coordination. Broad policies are prescribed by, and general direction is received from the City Manager, who holds the Public Works Director responsible for the effectiveness of departmental programs.

Essential Duties and Responsibilities

- Develops and implements programs, policies and procedures for assigned division.
- Plans, organizes and directs the activities of staff involved in Water, Sewer, Transit, Maintenance, Solid Waste Management and landscaping.
- Exercises general supervision over union professional, supervisory and technical staff.
- Plans for existing and future equipment and facility needs.
- Prepares Departmental operating budget including, revenues and expenditures for enterprise funds, and capital projects.
- Analyzes costs and production data to increase the cost effectiveness of operations.
- Directs the preparation of operating and capital budget estimates and prepares cost estimates on a variety of projects and procurements.
- Reviews various operations and formulates proposals for contract services.
- Performs contract administration duties, including negotiating and recommending contract terms, evaluating performance and ensuring compliance to warranty and contract agreements.
- Writes or directs the preparation of comprehensive management reports and grants.
- Monitors legislation and develops policies and programs to ensure compliance with federal, state, county and local laws and regulations.
- Participates and leads various interdepartmental project groups, special projects and task forces.

11 c (175)

- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes and work cooperatively and jointly to provide quality seamless customer service.
- Represents management in collective bargaining agreements.
- Represents the City of North Bay City at Public Meetings.
- Performs other duties as assigned by the City Manager.

Required Knowledge, Skills and Abilities

- Automotive and construction equipment usage, maintenance, and related equipment.
- Electrical systems.
- Materials, methods and techniques utilized in construction and maintenance activities of the department.
- Principles and practices of public administration.
- Refuse collection, disposal and recycling.
- Principles and practices of personnel management and supervision.
- Principles and practices of budget preparation and administration.
- Privatization and contracting methods and techniques.
- Organize, direct and coordinate the activities of several divisions.
- Develop long-term plans and programs to make major policy decisions on complex technical and administrative problems.
- Perform a broad range of supervisory responsibilities over others.
- Communicate orally with customers, clients and the public using a telephone or in a one-to-one or group setting.
- Produce written documents with clearly-organized thoughts with proper sentence construction, punctuation and grammar.
- Works cooperatively with others.

Desired Minimum Qualification

- A Bachelor's degree from an accredited college in a related field such as civil, electrical, or mechanical engineering.
- P.E. is preferred.
- Five (5) years supervisory experience in maintenance management, refuse collection and disposal activities or utilities.
- Minimum requirements may be waived by the City Manager.

Position Description

Public Works Supervisor

Classification Identification: Exempt / Non-Union

Pay Grade: Twenty (20)

General Purpose

Work involves direct responsibility for the 24-hour operation and maintenance of the City's infrastructure to ensure customer needs are met while protecting public health and the environment. Position coordinates, plans, and directs the operation and maintenance of the City's infrastructure and sanitation collection to ensure efficient operation and compliance with all applicable federal, state, county and local regulatory requirements. Supervision is exercised over subordinate managers and supervisors. Directly oversees the daily operations of sanitation services, road maintenance, landscaping, sanitary sewer, water distribution and stormwater. Work is performed with considerable independent judgment within established policies and procedures.

Essential Duties and Responsibilities

- Develops and implements policies and procedures to ensure area of responsibility is in compliance with all regulatory requirements.
- Assists and performs long-range strategic planning to ensure the future needs of the customers are met, while protecting public health and the environment.
- Directs and plans the corrective and preventive maintenance aspects of the system which may include large scale industrial electronic/electrical process controls.
- Manages subordinate supervisors engaged in the maintenance and operation of the system.
- Ensures that facility activities are in compliance with all federal, state, county and local requirements.
- Administers the preparation and submittal of operations and maintenance records and reports for the system.
- Conducts routine staff meetings and training programs for staff.
- Confers with city officials, regulatory officials, contractors, civic leaders and the general public regarding system maintenance and operations.

Desired Minimum Qualification

- An AA degree from an accredited college in a related field such as civil, electrical, or mechanical engineering, or construction management.
- Three (3) years experience in managing the operation and maintenance of water or wastewater treatment or solid waste systems, including experience in the high-level supervisory aspects of the work or any equivalent combination of training and experience.
- Minimum requirements may be waived by the City Manager.

11c(177)

Position Description

Sanitation Truck Driver

Classification Identification: Non-Exempt / Union

Pay Grade: Ten (10)

General Purpose

This is a skilled work involving the operation of moderately heavy trucks. Waste truck drivers operate large capacity open and closed carrier vehicles in collecting garbage. Work involves responsibility for the safe and efficient operation of motorized equipment and for the completeness of route schedules.

Essential Duties and Responsibilities

- Washes, cleans and gives routine first level maintenance to the equipment.
- Performs manual laboring tasks such as picking up refuse and trash and loading materials on to truck.
- Drives truck to landfill and empties refuse, trash and other items.
- Treats the public and other employees in a respectful and courteous manner.
- Adheres to safe work practices and follows safety policies and rules.
- Complies with all City regulations.
- Performs other duties as assigned.

Required Knowledge, Skills and Abilities

- Knowledge of principles and methods of operating trucks and similar equipment.
- Knowledge of practices, methods and materials used in physical laboring.
- Knowledge of rules and regulations pertaining to safety and operation of equipment.
- Ability to make minor repairs and adjustments to equipment and detect problems with equipment.
- Ability to perform manual work.
- Ability to follow and understand written and oral instructions.
- Ability to learn and remember street addresses and routes.
- Ability to lift fifty (50) pounds.

Desired Minimum Qualification

- High School Diploma or GED.
- Must possess a valid State of Florida CDL class A or B license.
- Three (3) years experience in general maintenance and repair work.
- Minimum requirements may be waived by the City Manager.

11 c(178)

Position Description

Sanitation Worker I

Classification Identification: Non-Exempt / Union

Pay Grade: Five (5)

General Purpose

This is manual, semi-skilled general maintenance work in the department of public works. Work performance requires some knowledge of with the basic trades used in a sanitation maintenance shop. Knowledge of a wide variety of operational and maintenance principles.

Essential Duties and Responsibilities

- Loading trash, garbage and other debris onto assigned collection vehicles.
- Assist in maintenance of collection vehicles as required.
- Operate hydraulic control systems on collection equipment.
- Perform manual labor tasks as assigned.
- Perform other appropriate duties as required.
- Duties involve continuous bending, lifting, digging, carrying, or walking with little chance for variety, and/or using force equal to lifting up to 50 pounds.
- Washes, cleans and gives routine first level maintenance to the equipment.
- Aids the sanitation truck driver as required.
- Performs other duties as assigned.
- Complies with all City regulations.

Required Knowledge, Skills and Abilities

- Knowledge of rules and regulations pertaining to safety and operation of equipment.
- Ability to make minor repairs and adjustments to equipment and detect problems with equipment.
- Ability to perform manual work.
- Ability to follow and understand written and oral instructions.

Desired Minimum Qualification

- High School Diploma or GED.
- One (1) year experience in general maintenance and repair work.
- A valid State of Florida driver's license preferable.
- Minimum requirements may be waived by the City Manager.

11c(179)

Position Description

Sanitation Worker II

Classification Identification: Non-Exempt / Union

Pay Grade: Eight (8)

General Purpose

This is manual, semi-skilled general maintenance work in the department of public works. Work performance requires some knowledge of with the basic trades used in a sanitation maintenance shop. Knowledge of a wide variety of operational and maintenance principles.

Essential Duties and Responsibilities

- Loading trash, garbage and other debris onto assigned collection vehicles.
- Assist in maintenance of collection vehicles as required.
- Operate hydraulic control systems on collection equipment.
- Perform manual labor tasks as assigned.
- Perform other appropriate duties as required.
- Duties involve continuous bending, lifting, digging, carrying, or walking with little chance for variety, and/or using force equal to lifting up to 50 pounds.
- Washes, cleans and gives routine first level maintenance to the equipment.
- Aids the sanitation truck driver as required.
- Performs other duties as assigned.
- Complies with all City regulations.

Required Knowledge, Skills and Abilities

- Knowledge of rules and regulations pertaining to safety and operation of equipment.
- Ability to make minor repairs and adjustments to equipment and detect problems with equipment.
- Ability to perform manual work.
- Ability to follow and understand written and oral instructions.

Desired Minimum Qualification

- High School Diploma or GED.
- Three (3) years experience in general maintenance and repair work.
- A valid State of Florida driver's license preferable.
- Minimum requirements may be waived by the City Manager.

11c(180)

Position Description

Maintenance Worker I

Classification Identification: Non-Exempt / Union

Pay Grade: Three (3)

General Purpose

Under close or general supervision, performs maintenance to a variety of general buildings and grounds related to work at an assigned facility.

Essential Duties and Responsibilities

- Maintains grounds and landscape areas in order to ensure that grounds and landscape areas are presentable, clean and safe.
- Performs a variety of facility maintenance work on public properties in order to ensure a clean and safe environment for the public, City employees, and to minimize major repair/replacement costs and/or extend the useful life of equipment/fixtures.
- Cleans gutters, storm drains, pavilions, sidewalks, etc. in order to provide a clean, sanitary and safe environment for the public.
- Prepares a variety of log sheets in order to document work activities, track equipment usage and provide summary information to management.
- Maintains a variety of landscape and construction related equipment in order to ensure that the equipment operates safely and appropriately when needed. Moves a variety of furniture and related items in order to relocate/rearrange work stations/offices, and set up for meetings, activities and events.
- Performs related work as required.
- Complies with City regulations.

Required Knowledge, Skills and Abilities

- Ability to read, understand and follow instructions/guidelines associated with a variety of general maintenance work.
- Ability to learn to perform a variety of work activities associated with general maintenance work.
- Ability to multi-task.
- Ability to communicate effectively orally and in writing.
- Ability to bend, stoop, reach and/or climb to complete assigned work activities.
- Ability to work outdoors in a variety of temperature/weather conditions.
- Ability to lift, carry, push and/or pull up to 30 pounds without assistance.
- Ability to work with limited supervision.
- Ability to operate a variety of motor vehicles.

Desired Minimum Qualification

- A High School Diploma or GED.
- Must posses a valid State of Florida driver license.
- One (1) year experience performing full time building and/or grounds maintenance work.
- Minimum requirements may be waived by the City Manager.

11c(181)

Position Description

Maintenance Worker II

Classification Identification: Non-Exempt / Union

Pay Grade: Six (6)

General Purpose

Under close to general supervision, performs maintenance to a variety of general buildings and grounds related work at an assigned facility.

Essential Duties and Responsibilities

- Maintains grounds and landscape areas in order to ensure that grounds and landscape areas are presentable, clean, and safe.
- Performs a variety of facility maintenance work on public properties in order to ensure a clean, safe environment for the public and City employees, minimize major repair/replacement costs, and/or extend the useful life of equipment/fixtures.
- Cleans gutters, storm drains, pavilions, sidewalks, etc. in order to provide a clean, sanitary, and safe environment for the public.
- Prepares a variety of log sheets in order to document work activities, track equipment usage, and provide summary information to management.
- Maintains a variety of landscape and construction related equipment in order to ensure that the equipment operates safely and appropriately when needed. Moves a variety of furniture and related items in order to relocate/rearrange work stations/offices, and set up for meetings, activities, and events.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Ability to read, understand, and follow instructions/guidelines associated with a variety of general maintenance work.
- Ability to learn to perform a variety of work activities associated with general maintenance work.
- Ability to multi-task.
- Ability to communicate effectively orally and in writing.
- Ability to bend, stoop, reach, and/or climb to complete assigned work activities.
- Ability to work outdoors in a variety of temperature/weather conditions.
- Ability to lift, carry, push, and/or pull up to 30 pounds without assistance.
- Ability to work with limited supervision.
- Ability to operate a variety of motor vehicles.

Desired Minimum Qualification

- A High School Diploma or GED.
- Must posses a valid State of Florida driver license.
- Three (3) years experience performing full time building and/or grounds maintenance work.
- Minimum requirements may be waived by the City Manager.

11c(182)

Position Description

Sewer Utility Worker I

Classification Identification: Non-Exempt / Union

Pay Grade: Nine (9)

General Purpose

Performs manual and semi-skilled work requiring above average knowledge and experience related to the installation, inspection, maintenance and repair of wastewater transmission and collection facilities and equipment including, but not limited to, lift stations, pumps, telemetry systems, force mains, laterals, cleanouts, valves, wet wells, dry wells, manholes, etc.. Work is reviewed by periodic inspections while in progress and upon completion.

Essential Duties and Responsibilities

- Operates light and heavy equipment used in construction and maintenance such as dump trucks, tractors, skid steers, mini excavators, crane trucks, TV trucks, vacuum-trucks, pressure cleaners, pipe recoding equipment and backhoes.
- Assists other Utilities & Engineering Department divisions as needed.
- Performs related work as required.
- Complies with all City regulations.

Required Knowledge, Skills and Abilities

- Working knowledge of methods, materials, tools and equipment needed for the operation and maintenance of wastewater systems.
- Must have the ability to understand and follow oral and written directions as well as the ability to establish and maintain effective working relationships with other employees and the general public.
- Must be willing to perform heavy manual and arduous labor for extended periods under varying climatic and potentially unfavorable conditions.
- Work includes the responsibility for the safe and proper use of standard hand tools, heavy and light power driven equipment, trucks, cars, safety equipment and other equipment as may be required.
- Must possess the ability to complete assignments with a minimum degree of supervision.
- Ability to lift up to fifty (50) pounds.

Desired Minimum Qualification

- High School Diploma or GED.
- A class C, B, or A Wastewater or Water Technician issued by the FWPCOA is preferred.
- Two (2) years verifiable experience in wastewater, water, commercial plumbing, or any combination thereof.
- Must posses a valid State of Florida driver license.
- Must possess, or be able to obtain, a State of Florida Class B driver's license within the first six (6) months of employment.
- Minimum requirements may be waived by the City Manager.

11c(183)

Position Description

Sewer Utility Worker II

Classification Identification: Non-Exempt / Union

Pay Grade: Twelve (12)

General Purpose

Performs manual and semi-skilled work requiring above average knowledge and experience related to the installation, inspection, maintenance and repair of wastewater transmission and collection facilities and equipment including, but not limited to, lift stations, pumps, telemetry systems, force mains, laterals, cleanouts, valves, wet wells, dry wells, manholes, etc.. Work is reviewed by periodic inspections while in progress and upon completion.

Essential Duties and Responsibilities

- Operates light and heavy equipment used in construction and maintenance such as dump trucks, tractors, skid steers, mini excavators, crane trucks, TV trucks, vacuum-trucks, pressure cleaners, pipe recoding equipment and backhoes.
- Assists other Utilities & Engineering Department divisions as needed.
- Performs related work as required.

Required Knowledge, Skills and Abilities

- Working knowledge of methods, materials, tools and equipment needed for the operation and maintenance of wastewater systems.
- Must have the ability to understand and follow oral and written directions as well as the ability to establish and maintain effective working relationships with other employees and the general public.
- Must be willing to perform heavy manual and arduous labor for extended periods under varying climatic and potentially unfavorable conditions.
- Work includes the responsibility for the safe and proper use of standard hand tools, heavy and light power driven equipment, trucks, cars, safety equipment and other equipment as may be required.
- Must possess the ability to complete assignments with a minimum degree of supervision.
- Ability to lift up to fifty (50) pounds.

Desired Minimum Qualification

- High School Diploma or GED.
- A class C, B, or A Wastewater or Water Technician issued by the FWPCOA is preferred.
- Four (4) years verifiable experience in wastewater, water, commercial plumbing, or any combination thereof.
- Must posses a valid State of Florida driver license.
- Must possess, or be able to obtain, a State of Florida Class B driver's license within the first six (6) months of employment.
- Minimum requirements may be waived by the City Manager.

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Position Description

Water Utility Worker I

Classification Identification: Non-Exempt / Union

Pay Grade: Eight (8)

General Purpose

Work involves operation and maintenance of the City's water system to ensure customer needs are met while protecting public health and the environment. Performs manual and semi-skilled work requiring above knowledge and experience related to the maintenance, inspection, and repair of the water transmission and collection facilities. This position must maintain all of the City's water meters, water valves and plumbing. Work includes the responsibility for the safe and proper use of standard hand tools, heavy and light power driven equipment, trucks, cars, safety equipment and other equipment as may be required.

Essential Duties and Responsibilities

- Uses a wide variety of general construction tools and heavy and light equipment.
- Safe work practices, including safety precautions for operating power equipment and for working in traffic under hazardous condition.
- Use common hand tools, such as a hammer, saw, drills, wrenches, screwdriver or similar tools.
- Understand and carry out oral and written directions in order to accomplish assigned tasks in a timely manner.
- Use various hand and power tools, such as a chain saw, jackhammer, sprayer, hydraulic snap cutter, power saw and concrete saw.
- Inspects, determines needed repairs, repair if possible, replace if not reparable.
- Removes meters and replaces them with new or properly adjusted meters.
- Performs other duties as assigned.

Required Knowledge, Skills and Abilities

- Uses a of a wide variety of general construction tools and heavy and light equipment.
- Plumbing operation.
- Water and wastewater system design and operation.
- Basic writing and report generation.
- Specialized knowledge of plumbing, underground construction, heavy equipment operation and technical utility related repair activities.
- Operate heavy equipment.
- Learn job-related material through oral instruction and observation.
- Perform heavy manual labor under adverse working conditions.
- Read and understand work orders, diagrams, and maps.
- Take basic measurements of boards or spaces.
- Fill out work orders and daily logs of work performed.
- Learn job related material through structured lecture and reading.

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Desired Minimum Qualification

- High School Diploma or GED.
- A class C, B, or A Water Technician issued by the FWPCOA is preferred.
- Two (2) years verifiable experience in wastewater, water, commercial plumbing, or any combination thereof.
- Must posses a valid State of Florida driver license.
- Minimum requirements may be waived by the City Manager.

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Position Description

Water Utility Worker II

Classification Identification: Non-Exempt / Union

Pay Grade: Eleven (11)

General Purpose

Work involves operation and maintenance of the City's water system to ensure customer needs are met while protecting public health and the environment. Performs manual and semi-skilled work requiring above knowledge and experience related to the maintenance, inspection, and repair of the water transmission and collection facilities. This position must maintain all of the City's water meters, water valves and plumbing. Work includes the responsibility for the safe and proper use of standard hand tools, heavy and light power driven equipment, trucks, cars, safety equipment and other equipment as may be required.

Essential Duties and Responsibilities

- Uses a wide variety of general construction tools and heavy and light equipment.
- Safe work practices, including safety precautions for operating power equipment and for working in traffic under hazardous condition.
- Use common hand tools, such as a hammer, saw, drills, wrenches, screwdriver or similar tools.
- Understand and carry out oral and written directions in order to accomplish assigned tasks in a timely manner.
- Use various hand and power tools, such as a chain saw, jackhammer, sprayer, hydraulic snap cutter, power saw and concrete saw.
- Inspects, determines needed repairs, repair if possible, replace if not reparable.
- Removes meters and replaces them with new or properly adjusted meters.
- Performs other duties as assigned.

Required Knowledge, Skills and Abilities

- Uses a wide variety of general construction tools and heavy and light equipment.
- Plumbing operation.
- Water and wastewater system design and operation.
- Basic writing and report generation.
- Specialized knowledge of plumbing, underground construction, heavy equipment operation and technical utility related repair activities.
- Operate heavy equipment.
- Learn job-related material through oral instruction and observation.
- Perform heavy manual labor under adverse working conditions.
- Read and understand work orders, diagrams, and maps.
- Take basic measurements of boards or spaces.
- Fill out work orders and daily logs of work performed.
- Learn job related material through structured lecture and reading.
- Ability to lift up to fifty (50) pounds.

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Desired Minimum Qualification

- High School Diploma or GED.
- A class C, B, or A Water Technician issued by the FWPCOA is preferred.
- Two (2) years verifiable experience in wastewater, water, commercial plumbing, or any combination thereof.
- Must posses a valid State of Florida driver license.
- Minimum requirements may be waived by the City Manager.

GENERAL GOVERNMENT SUPPORT STAFF

11c (189)

Position Description

Postal Service Clerk

Classification Identification: Non-Exempt / Part-time

Pay Grade: Two (2)

General Purpose

Perform any combination of tasks in a post office, such as receiving letters and parcels; sell postage and revenue stamps, the postal cards, and stamped envelopes; fill out and sell money orders; place mail, order stamps, examine mail for correct postage, prepare end of day closing.

Essential Duties and Responsibilities

Maintains appropriate records regarding postage, registered mail, certified mail, parcels, and other mail requiring special handling.

- Maintains an inventory of supplies.
- Maintains current standards and compliance with postal regulations.
- Keeps work areas orderly, clean, and safe; ensures proper care in the use of equipment and supplies.
- Performs miscellaneous job-related duties as assigned.
- Performs cashiering functions.
- Works with the public and demonstrate good customer service skills.
- Order postage stamps and other postal supplies
- Prepare report of daily collections for delivery to main post office.

Required Knowledge, Skills and Abilities

- Knowledge of supplies, equipment, and/or services ordering and inventory control.
- Ability to effectively manage time and schedules.
- Ability to follow routine verbal and written instructions.
- Records maintenance skills.
- Ability to sort, check, count, and verify numbers.
- Ability to understand and follow safety procedures.
- Knowledge of United States Post Office regulations.
- Ability to handle cash and prepare daily bank deposits.

Desired Minimum Qualification

- A High School Diploma or GED.
- Minimum requirements may be waived by the City Manager.

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Position Description

ATS Program Technical Coordinator & Front Desk Support Clerk

Classification Identification: Non-Exempt / Non-Union

Pay Grade: Ten (10)

General Purpose

Perform all administrative duties related to the operation of the Red Light Traffic Camera Program and assist with general City office clerical duties

Essential Duties and Responsibilities

- Assists in the review, analysis and administration of all Red Light Traffic Camera Program functions.
- Attends and assist traffic hearing officers to adjudicate final judgments.
- Responsible for downloading Red Light Traffic Camera Evidence.
- Responsible for attending court hearings related to the Red light Traffic Camera program in order to present evidence to Miami Dade County Clerk of Courts.
- Meets the public, gives non-technical information and explains well defined rules.
- Screens and refers office callers.
- Takes telephone messages.
- Completes and mail routine forms or form letters.
- Sorts and files correspondence.
- Opens, sorts and distributes mail.
- Performs a wide variety of clerical work including typing, filing, checking and recording information on records.
- Type letters, memorandums, spreadsheets, forms, documents, proceedings of meetings or other materials from oral direction, rough draft, copy, or notes.
- Sort and file documents and records according to predetermined classifications, maintaining alphabetical, index and cross-reference files.
- Gathers, tabulates and interprets financial information related to the work assignment.
- Balance all incoming revenues against processed receipts.
- Generate daily reports.
- Operates adding machine and other office appliances.
- Checks invoices and requisitions and to perform arithmetical calculations.
- May receive and account for receipts for City services.
- Orders and maintain office supplies.
- Reviews occupational license applications for compliance with City and Sate codes.
- Prepares and issues occupational license and/or renewals.
- Prepares and issues occupational tax invoices for collection.
- Keeps up-to-date files on all occupational licensing applications and actions.
- Maintains occupational license records and receivables.

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- Responds to telephone and customer inquiries regarding licensing procedures, etc.
- Perform other related duties as assigned.

Required Knowledge, Skills and Abilities

- Knowledge of telephone etiquette.
- Some knowledge of the principles and practices of modern office management, administrative principles and their application.
- Some knowledge of general record keeping and billing practices, policies and procedures.
- Ability to prepare meaningful and informative reports, special and regular financial and statistical reports in regards to licenses.
- Skill in basic filing and record keeping.
- Skill in using computer applications for word processing in windows environment.
- Ability to read, spell, and perform simple mathematical computations.
- Ability to learn the operation of a variety of office machines including personal computers, telephones, copiers and fax machines.

Desired Minimum Qualification

- High School diploma or GED.
- Four (4) years experience in clerical or customer service work.
- The minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

Position Description

Administrative Assistant Generalist

Classification Identification: Non-exempt / Non-Union

Pay Grade: Thirteen (13)

General Purpose

Secretarial/administrative work assisting with general office functioning. Work is performed with considerable independence under general supervision of the City Manager and/or Human Resource Director.

Essential Duties and Responsibilities

- Perform executive secretarial and administrative work in order to assist with the general office functions.
- Works with the City IT provider to coordinate services for employees and ensure proper functioning of equipment.
- Manages and updates the City's email, website for entire City and other department heads at their request, updates City's TV channel, telephone and cell phone communications, works with Human Resource Director to incorporate changes needed due to changes in employee status.
- Orders and organizes City office supplies as needed.
- Assist with City events as needed.
- Assist with the general duties associated with providing front desk assistance such as customer service, filing and managing office records and assisting in the work of the general office.
- Performs receptionist duties when necessary.
- Take dictation and transcribe administrative correspondence through verbal dictation and/or the use of a dictating machine or similar recording equipment.
- Performs a wide variety of clerical work including typing, proofreading, filing, checking and recording information on records.
- Answer routine correspondence and compose letters for Department Directors and plan travel as needed.
- Assist with Building Department coverage as needed.
- Open, sort and route all correspondence to appropriate departments.
- Perform any other duties as assigned by the City Manager and/or Human Resource Director.
- Exercise independent judgment involving the interpretation of instructions and knowledge used in carrying out duties.
- Type letters, memorandums, spreadsheets, forms, documents, proceedings of meetings or other materials from oral direction, rough draft, copy, notes or transcribing machine recordings, and stenographic notes.
- Independently compose correspondence and routine reports.
- Gather, tabulate and interpret financial information related to the work assignment.
- Operate adding machine and other office appliances.
- Check invoices and requisitions and perform arithmetical calculations.
- Receive and account for receipts for City services.
- Receive, sort and distribute incoming mail and outgoing mail.
- Prepare purchase requisitions.
- Order and maintain office supplies.

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Required Knowledge, Skills and Abilities

- Extensive knowledge of the City's policies, procedures, services, and scope of authority of city departments.
- Thorough knowledge of modern office practices and procedures, business English, spelling, punctuation, and math.
- Considerable knowledge of the City's laws and ordinances.
- Must have skill in organizing the work assigned in an efficient manner.
- Ability to assume responsibility and execute the supervisor's directives and instructions with authority.
- Ability to maintain effective working relationships with other employees.
- Ability to deal with the public in an effective and courteous manner.
- Ability to type accurately and deal with non-routine matters.
- Ability to independently make less complex decisions in accordance with laws, ordinances, policies, and procedures.
- Ability to effectively utilize computer applications including Microsoft Word, Outlook, Excel, PowerPoint and Front Page.

Desired Minimum Qualification

- An Associate in Arts Degree (A.A.) from an accredited college in a related field such as public administration or business administration with Three 3+ years experience in the performance of executive level assistant work which has included administrative or office management duties.
- Minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 15 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

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Position Description

City Planner

Classification Identification: Contractual
Pay Grade: Contractual

General Purpose

Perform all duties related to the review, interpretation and editing of the City Code in order to determine the best way to use the City's land and resources

Essential Duties and Responsibilities

- Review, edit and interpret City Code.
- Conduct studies of the City and resources contained within in order to determine the best uses and suggest future infrastructure projects.
- Attends any hearings, planning and zoning meetings or other City meetings as required.
- Perform other related duties as assigned.

Required Knowledge, Skills and Abilities

- Knowledge of telephone etiquette.
- Some knowledge of the principles and practices of modern office management, administrative principles and their application.
- Some knowledge of general record keeping and billing practices, policies and procedures.
- Ability to prepare meaningful and informative reports, special and regular financial and statistical reports in regards to licenses.
- Skill in basic filing and record keeping.
- Skill in using computer applications for word processing in windows environment.
- Ability to read, spell, and perform simple mathematical computations.
- Ability to learn the operation of a variety of office machines including personal computers, telephones, copiers and fax machines.

Desired Minimum Qualification

- Masters degree in urban or regional planning, environmental planning.
- Certificate in City Planning by the American Institute of Certified Planners (AICP)
- 5 years experience in City Planning.
- The minimum requirements may be waived by the City Manager.

Tools And Equipment Used

- Computer and various office equipment

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Prepared and Distributed by:

City of

North Bay Village

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North Bay City, Florida

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