ATTACHMENT B

MANAGEMENT & NON MANAGEMENT BENEFITS POLICIES

11c(201)

POLICY NAME: Management Benefits POLICY NUMBER: 5-05

ORGINAL DATE ISSUED: June 15, 2006

ORIGINALLY APPROVED BY: Charity Good, City Manager

DATE REVISED: September 11, 2012

REVISION APPROVED BY:_____ Dennis Kelly, City Manager

RESOLUTUION NUMBER: 2012-

RESOLUTION APPROVED BY COMMISISON: _____

PURPOSE:

To establish set standard benefits / severance pay for Management Employees.

DEFINITION:

Management Employees include City Manager, Assistant City Manager, Human Resource Manager / Director, City Clerk, Chief of Police, Assistant Chief of Police, Assistant to the Chief of Police, Finance Director, the Public Works Director and Chief Building Official. Contractual or part-time employees are not covered by this policy.

POLICY:

Benefits:

1. Management staff shall be entitled to receive FRS Management level contribution.
2. Management staff shall be entitled to vacation as follows: from the date of hire through three years of employment (three (3) weeks); greater than three years through five years (four (4) weeks); five years and above (five (5) weeks).
3. Management staff shall be entitled to sell vacation time and sick time up to a maximum of 80 hours annually.
4. Management staff shall be entitled to cell phone stipend of $85.00 monthly or entitled to receive a City issued smart phone under the City phone plan.
5. Management staff shall be entitled to receive $138.00 bi-weekly in vehicle allowance.
6. Management staff shall be entitled to life insurance coverage as follows: from the date of hire through three years employment $150,000 and after three years $300,000.
7. Management staff shall receive an education incentive salary increase of 3% for obtaining Bachelors Degree, 6% for obtaining a Masters Degree. Degrees should be related to field of work and must be obtained while employed with City and must remain with the City for a period of 2 years after degree is obtained or they will have to reimburse the City for the additional salary amount received to date of separation.
8. Management staff shall be entitled to $2,000 annually for continuing education as afforded to all city employees.
9. Management Staff shall be entitled to merit & cost of living increases as adopted in accordance with other City policies.
10. Management staff shall accrue benefits on the anniversary date of their hire.

11C (202)

Separations:

In the event of a job separation, employees shall receive the following:

1. Voluntary separation: Upon voluntarily separating from the City, employees will be entitled to salary through the date of separation and will receive a payout for any and all accrued leave as of the separation date.
2. Termination for non-disciplinary reasons: If the employee has been continually employed and on the City payroll for more than 3 years, the employee shall be compensated for salary through the date of separation and will receive a payout for any and all accrued leave as of the separation date.
3. Termination for disciplinary reasons: Termination for disciplinary reasons includes but is not limited to termination based on a felony conviction or a finding of guilt of in a felony case where adjudication has been withheld or a conviction or finding of guilt and withholding of adjudication in a misdemeanor case involving moral turpitude. In such circumstances, the employee will be compensated for salary through the date of separation.

11C203

POLICY NAME: Non Management / Non Union Employees

POLICY NUMBER: 2012- 02

DATE ISSUED: September 4, 2012

APPROVED BY: _____Dennis Kelly, City Manager

RESOLUTUION NUMBER: 2012-

RESOLUTION APPROVED BY COMMISISON: _____

PURPOSE:

To establish set standard benefits for non management / non union.

DEFINITION:

Non management / non union employees include: Executive Assistant to the City Manager and Commission, Human Resource Clerk and Special Events Coordinator, Public Works Supervisor, Budget Utility Accountant, Accountant II, Deputy City Clerk, Code Enforcement Officer, ATS Program Technical Coordinator and Front Desk Support Clerk, Administrative Assistant Generalist. Part time or contractual employees are not included.

POLICY:

Benefits:

1. These employees named above should receive the same benefits afforded to the employees who are members of the Laborers International Union (LIUNA).

1/c(204)

ATTACHMENT C

DOMESTIC PARTNERSHIP ORDINANCE

11c(205)

ORDINANCE NO. 2007-04

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, REVISING CHAPTER 156 OF THE CITY'S CODE OF ORDINANCE BY ADDING SUBSECTIONS 156.031 AND 156.032 GRANTING CERTAIN EMPLOYMENT BENEFITS TO REGISTERED DOMESTIC PARTNERS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. ***(INTRODUCED BY MAYOR JOSEPH S. GELLER)***

WHEREAS, the City finds that a significant number of employees establish and maintain important personal, emotional, and economic relationships with persons to whom they are not married. Individuals forming such domestic partnerships often live in a committed family relationship. Domestic partners are often denied public and private sector benefits because there is no established system for such relationships to be registered or recognized. In addition, because of the status of their relationship, domestic partners in many cases are not extended certain employment benefits that are otherwise made available to other employees; and

WHEREAS, the City Commission finds that employment benefits form an essential portion of the compensation provided to City employees; and

WHEREAS, the City Commission acknowledges that in 1994 over 3 million Americans identified themselves as living in a domestic partnership. As a result, employers have begun to provide domestic partner benefits in greater numbers.

WHEREAS, the City Commission finds that the provision of domestic partner benefits promotes employee recruitment, employee retention, and employee loyalty. Furthermore, the provision of such benefits promotes fairness and serves to address the discriminatory effect of practices, which deny such benefits solely upon the basis of an employee's familial or marital status.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:

SECTION 1. That Chapter 156 of the North Bay Village City Code is hereby amended to create Section 156.031 and 156.032 as follows:

Chapter 156
Registered Domestic Partners

11 c(206)

156.01 Definitions.

"Committed relationship" means a family relationship, intended to be of indefinite duration, between two individuals characterized by mutual caring and the sharing of a mutual residence.

"Mutual residence" means that the Registered Domestic Partners share the same place to live. It is not necessary that the legal right to possess the place of residence be in both of their names. Two people may share a mutual residence even if one or both have additional places to live. Registered Domestic Partners do not cease to share a mutual residence if one leaves the shared place but intends to return.

"Declaration of Registered Domestic Partnership" means the document that is filed with the City Clerk's office in accordance to the procedures set forth herein.

A "dependent" is a person who resides within the household of a Registered Domestic Partnership and is:

1. a biological, adopted, or foster child of a Registered Domestic Partner; or
2. a dependent as defined under IRS regulations; or
3. a ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.
4.

"Registered Domestic Partnership" means committed relationship between two persons who consider themselves to be a member of each other's immediate family and have registered their partnership in accordance with the requirements set forth herein.

156.02 Registration, amendment, termination and administration procedures.

(a.) Registration

(1) Declaration of Registered Domestic Partnership. A declaration of Registered Domestic Partnership shall be filed with the City Clerk's office and shall contain the names and addresses of the applicants who shall swear or affirm under penalty of perjury that each partner;

a. Is at least 18 yeas old and competent to contract;
b. Is not married to or a member of another Registered Domestic Partnership or civil union with anyone other than the co-applicant;
c. Agrees to share the common necessities of life and to be responsible for each other's welfare;
d. Shares his or her primary residence with the other;
e. considers himself or herself to be a member of the immediate family of the other partner; and

11c(207)

156.01 Definitions.

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"Mutual residence" means that the Registered Domestic Partners share the same place to live. It is not necessary that the legal right to possess the place of residence be in both of their names. Two people may share a mutual residence even if one or both have additional places to live. Registered Domestic Partners do not cease to share a mutual residence if one leaves the shared place but intends to return.

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2. a dependent as defined under IRS regulations; or
3. a ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.
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b. Is not married to or a member of another Registered Domestic Partnership or civil union with anyone other than the co-applicant;
c. Agrees to share the common necessities of life and to be responsible for each other's welfare;
d. Shares his or her primary residence with the other;
e. considers himself or herself to be a member of the immediate family of the other partner; and

11c(207)

f. Agrees to immediately notify the City Clerk's office, in writing, of any change in the status of the Registered Domestic Partnership.

g. Agrees to mutually support the other by contributing in some fashion, not necessarily equally, to maintain and support the Registered Domestic Partnership.

(2) Each partner agrees to immediately notify the City Clerk's office, in writing, if the terms of the Registered Domestic Partnership are no longer applicable or one of the domestic partners wishes to terminate the domestic partnership.

(b) Amendment

A Registered Domestic Partner may amend a Registered Domestic Partnership previously filed with the City Clerk to show a change in his or her household address or to add or delete dependents. Amendments shall be signed by both members of the Registered Domestic Partnership under penalty of perjury.

(c) Termination

(1) Termination statement. A Registered Domestic Partner may terminate the Registered Domestic Partnership by filing a termination statement with the City Clerk's office. The person filing the termination statement shall swear or affirm under penalty of perjury that:

a. The Registered Domestic Partnership is to be terminated; and

b. If the termination statement is not signed by both Registered Domestic Partners, a copy of the termination statement shall be served, by certified or registered mail, on the other Registered Domestic Partner, and proof of service shall be filed with the City Clerk's office.

(2) Effective date. The termination shall become effective on the date of filing of the termination statement signed by both Registered Domestic Partners or if the termination statement is not signed by both parties, on the date proof of the service is filed with the City Clerk's office pursuant to subsection (c) (1) b., above.

(3) Automatic termination. A Registered Domestic Partnership shall automatically terminate in the event that one of the Domestic Partners dies, marries, or enters into a civil union with someone other than his or her Registered Domestic Partner.

(d) Administration.

(1) Forms. The City Clerk's office shall provide forms for the establishment, amendment, and termination of Registered Domestic Partnerships.

11-(208)

(2) Certificate of Registered Domestic Partnership. The City Clerk's office shall issue to the Registered Domestic Partners a certificate of Registered Domestic Partnership no later that ten business days after the declaration of Registered Domestic Partnership is filed.

(3) Maintain records. The City Clerk's office shall maintain copies of the declaration of Registered Domestic Partnerships, any and all amendments thereto, certificates of Registered Domestic Partnership, and termination statements filed by Registered Domestic Partners.

(4) Fees. The fee for registering the declaration of Registered Domestic Partnership shall be $50.00, which shall cover all costs of registration. The fee for amending or terminating the declaration of Registered Domestic Partnership shall be $25.00, which shall cover all costs of amendment or termination of the Registered Domestic Partnership.

156.03. Rights and Legal Effect of Registered Domestic Partnership

To the extent not superseded by federal, state, or City law or ordinance, Registered Domestic Partners shall have the following rights:

(a) Health care facility visitation.

The term "health care facility" includes, but is not limited to, hospitals, convalescent facilities, walk-in clinics, doctor's offices, mental health care facilities, and other short and long-term facilities located within, or under the jurisdiction of, the City of North Bay village. All health care facilities operating within the City of North Bay Village shall allow a Registered Domestic Partner the same visitation rights as a spouse (or parents, if the patient is a dependent of the Registered Domestic Partnership) of the patient. A dependent of a Registered Domestic Partner shall have the same visitation rights as a patient's child.

(b) Correctional facility visitation rights.

The term 'correctional facility" includes, but is not limited to, holding cells, jails, and juvenile correction centers of any kind, located within or under the jurisdiction of the City of North Bay Village. A Registered Domestic Partner shall have the same visitation rights at all correctional facilities operating within the City of North Bay Village as a spouse (or parent, if the person in custody is a dependent of the Registered Domestic Partnership) of a person in custody. A dependent shall have the same visitation rights afforded to the child of a person in custody.

(c) Health care decisions.

This section pertains to decisions concerning both physical and mental health. If a patient lacks the capacity to make a health care decision, the patient's Registered Domestic Partner shall have the same authority as a spouse to make a health care decision for the incapacitated party.

11c(209)

If the patient is a dependent of the Registered Domestic Partnership, the Registered Domestic Partners shall have the same authority to make health care decisions as a parent; however, if a biological parent of a minor dependent, who parental rights have not been terminated, is available, willing, and competent to make the health care decision, the biological parents' authority to make health care decisions on behalf of the minor shall supersede that of a Registered Domestic Partner who is not the biological parent of the minor dependent.

(d) Participation in Education.
A Registered Domestic Partner shall have the same rights to participated in the education of a dependent of the Registered Domestic Partnership as a parent to participate in the education of their child, in all educational facilities located within or under the jurisdiction of the City of North Bay Village. This includes the right of a Registered Domestic Partner to participate in the home schooling of a dependent in accordance with Florida law.

156.031. Employment benefits
To the extent not superseded by federal, state, or City law or ordinance, Registered Domestic Partners shall have the following rights:

(a) Employees shall be granted bereavement leave with pay for the death of a domestic partner or family member of a domestic partner as set forth in the City's Personnel Rules and Regulations.

(b) Employees shall be granted sick leave, family medical leave, or leave without pay to care for a domestic partner as set forth in Section 5.10 of the City's Personnel Rules and Regulations and in accordance with the City's family medical leave policy.

(c) Employees' domestic partners shall be allowed to be members of the city health plan as set forth.

156.032. Extension of benefits to domestic partners of City employees.

(a) Any City employee who is a party to a registered domestic partnership relationship under this ordinance shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any City employee may elect insurance coverage for his or her spouse or dependents.

11c (210)

A City employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, shall extend to all forms of insurance provided by the City to the spouses and dependents of City employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable City ordinances, administrative rules, City policies and applicable collective bargaining agreements. However, in no event shall an employee make an election for coverage of a domestic partner more than two times in a plan year.

(b) Any City employee who is a party to a registered domestic partnership relationship under this ordinance shall be entitled to use all forms of leave provided by the City including, but not limited to, sick leave, annual leave, funeral leave and family leave to care for his or her domestic partner or the dependent of the domestic partner as applicable. The use of leave authorized in this section shall be consistent with the applicable requirements in City ordinances, administrative rules, and collective bargaining agreements.

Section 156.04. Limited effects.

(a) Nothing in this article shall be interpreted to alter, affect, or contravene City, state or federal law.

(b) Nothing in this article shall be construed as recognizing or treating a Registered Domestic Partnership as a marriage.

(c) All rights, privileges, and benefits extended to Registered Domestic Partnerships registered pursuant to this Chapter shall also be extended to all persons legally partnered in another jurisdiction.

(e) This Chapter does not affect any rights or benefits of City employees.

(f) The rules developed to implement the provisions of this ordinance shall be liberally construed to accomplish the policies and purposes of the ordinance. However, this ordinance shall not be construed to supersede any federal, state, or county laws or regulations, nor shall this ordinance be interpreted in a manner as to bring it into conflict with federal, state, county or city laws. Nothing in this ordinance shall be construed as recognizing or treating a domestic partnership as a marriage.

(f) Unless prohibited by state or federal law or the terms of a collective bargaining agreement, all other benefits available to the spouses and dependents of City employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a City employee who is a party to a registered domestic partnership relationship pursuant to this ordinance.

11c(211)

(g) Any City employee who obtains or attempts to obtain benefits under this provision fraudulently shall be subject to discipline, up to and including termination.

Section 2. All Ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 3. This ordinance shall be codified and included in the Code of Ordinances.

Section 4. 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 5. This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading on March 20, 2007 was offered by Mayor Joseph S. Geller, seconded by Vice Mayor George A. Kane.

The Votes were as follows:

Mayor Joseph S. Geller	Yes
Vice Mayor George A. Kane	Yes
Commissioner Oscar Alfonso	Absent from dais
Commissioner Reinaldo Trujillo	Yes
Commissioner Paul Vogel	No

A motion to adopt the foregoing Ordinance on final reading was offered by Mayor Joseph S. Geller, seconded by Commissioner Reinaldo Trujillo.

FINAL VOTES AT ADOPTION:

Mayor Joseph S. Geller	Yes
Vice Mayor George A. Kane	Yes
Commissioner Oscar Alfonso	Absent from dais
Commissioner Reinaldo Trujillo	Yes
Commissioner Paul Vogel	Yes

11c(212)

DULY PASSED AND ADOPTED this 15th day of May, 2007.

Joseph S. Geller, Mayor

ATTEST:

Yvonne P. Hamilton, City Clerk

APPROVED AS TO FORM:

Robert L. Switkes, City Attorney

City of North Bay Village Ordinance: Domestic Partners Revised, Final Reading-5/15/2007

11c(2/3)

Additions shown by underlining and deletion shown by ~~strikethrough~~. The remainder of the text will not change.

ATTACHMENT D

BACKGROUND INVESTIGATIONS

11c(214)

POLICY NAME: BACKGROUND CHECKS POLICY NUMBER: 2012 -01

DATE ISSUED: 1/1/12

APPROVED BY: DENNIS KELLY, CITY MANAGER

DIRECTED BY COMMISSION: YES_____ / NO__X__

PURPOSE:

To establish set standard practices for background checks for current and prospective employees board members, volunteers, contractors, that will be working with children & elderly ("protected class") in City functions /events / programs.

DEFINITION:

Individuals that are or will be affected by this policy include any current and prospective employees, board members, volunteers, contractors that will be in contact with the protected class in City functions / events / programs.

POLICY:

1. Each of the above named groups of individuals shall be subject to FDLE criminal background checks. If any of these individuals are not willing to submit to this background check then they will not be allowed to participate in the City function /event / program that will place them in contact with the protected class.
2. FDLE criminal background checks are state and national criminal history backgrounds checks that are the standard used when working with the protected class.
3. It is the responsibility of City Department Heads who oversee the functioning of other City employees, volunteers, board members, contractors to make these individuals aware of this policy and to at least 2 months prior to an individual's participation in functions / events / programs in which they will come into contact with the protected class or in cases of new hires before the start of employment; to contact the Human Resource Director and provide the Human Resource Director with the appropriate filled out documentation for the individual (the waiver agreement & volunteer application or employment application) in order for the Department Head to receive an appointment date, time and location for the individuals background check.
4. Any individual that a City Department Head determines to be in contact with the protected class will not be allowed to participate in ANY City functions / events / programs until results for the backgrounds are received and reviewed for these individuals.
5. Results of the Background checks are confidential to the extent permitted by law and will be kept by the Human Resource Director. The results will determine the individual's ability to be hired by the City or in cases of volunteers, board contractors to participate in City functions/events/boards.
6. After background check results are received, the individual will receive a letter from the City Human Resource Director either approving their participation or denying their participation in the function/event/program. The letter will either state approval or denial but will not go into detail as to the results of the background check. If a denial is issued

11c(215)

the individual is welcomed to request a meeting with the Human Resource Director to discuss the result of the background check.

7. Results that may disqualify an individual's hire or participation in a City function/event/program may include but are not limited to findings of:
    - Being found guilty regardless of adjudication or plea of nolo contendere for any of the following, regardless of time elapsed: felony offense involving violence, any type of crime against children, any crime of sexual nature, and any drug offense related to possession with intent to distribute.
    - Being found guilty regardless of adjudication or plea of nolo contendere for any of the following within the past 7 years: any felony conviction, more than one drug or alcohol related crime including but not limited to DUI, SWI or other such offenses related to the operation of a moving vehicle while impaired, any other conviction involving moral turpitude or any conviction of any economic crime at a felony level.
    - Having served in any capacity of incarceration until they have completed probation period.
8. The cost of the background checks will be paid by the City for those individuals that the City determines meet the above criteria and the approximate current costs for these checks are $55.00 for employees and $35.00 for volunteers.
9. This policy will begin on the date this policy is issued and will be applied to already existing employees, board members, contractors and/or any other individuals that the City determines will be in contact with the protected class at future City functions/events/programs.
10. Please see attached Vechs Waiver Agreement and Statement Form & City Volunteer Application Form & City Employment Application.
11. The City, its officers, directors, employees and or agents are not responsible for any errors or omissions that may or may not have been reported on background checks.

11 c(2-16)

Form A

Florida Department of Law Enforcement
Criminal Justice Information Services Division/User Services Bureau

VECHS WAIVER AGREEMENT AND STATEMENT

Volunteer & Employee Criminal History System (VECHS)
for Criminal History Record Checks
under the National Child Protection Act of 1993, as amended,
and Section 943.0542, Florida Statutes

Pursuant to the National Child Protection Act of 1993, as amended, and section 943.0542, Florida Statutes, this form must be completed and signed by every current or prospective employee, volunteer, and contractor/vendor, for whom criminal history records are requested by a qualified entity under these laws.

I hereby authorize ***(enter Name of Qualified Entity)*** _____ to submit a set of my fingerprints and this form to the Florida Department of Law Enforcement for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I would be able to receive any national criminal history record that may pertain to me directly from the FBI, pursuant to 28 CFR Sections 16.30-16.34, and that I could then freely disclose any such information to whomever I chose. By signing this Waiver Agreement, it is my intent to authorize the dissemination of any national criminal history record that may pertain to me to the Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, pursuant to the National Child Protection Act of 1993, as amended, and Section 943.0542, Florida Statutes.

I understand that, until the criminal history background check is completed, you may choose to deny me unsupervised access to children, the elderly, or individuals with disabilities. I further understand that, upon request, you will provide me a copy of the criminal history background report, if any, you receive on me and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I may obtain a prompt determination as to the validity of my challenge before you make a final decision about my status as an employee, volunteer, contractor, or subcontractor.

A national criminal history background check on me has previously been requested by:

_____

(Name and Address of Previous Qualified Entity) **(Year of Request)**

I ___have *OR* ___have not been convicted of a crime.

If convicted, describe the crime(s) and the particulars of the conviction(s) in the space below:

_____

_____

I ___do *OR* ___do not authorize you to release my criminal history records, if any, to other qualified entities.

I am a current or prospective (check one): Employee ☐ Volunteer ☐ Contractor/Vendor ☐

Signature: _____ **Date:** _____

Printed Name: _____

Address: _____

Date of Birth: _____

TO BE COMPLETED BY QUALIFIED ENTITY:

Entity Name: _____

Address: _____

Telephone: _____ **Fax:** _____

FDLE Assigned Qualified Entity Number: _____

ORIGINAL - MUST BE RETAINED BY QUALIFIED ENTITY

11c(2-17)

APPLICATION TO WORK FOR THE CITY OF NORTH BAY VILLAGE, FLORIDA AS A VOLUNTEER AND HOLD HARMLESS AGREEMENT

I hereby request permission of the City of North Bay Village, Florida (hereinafter referred to as the "City") to volunteer my services to the City in any manner they deem appropriate and beneficial to it. I fully understand and agree that my duties will be assigned to me on an as needed basis and I will be performing them in a purely voluntary basis, not as an employee, contractor or other agent of the City. As such, I will not be entitled to any of the benefits generally afforded to the City's agents, independent contractors or employees, including, but not limited to: benefits, insurance coverage and/or worker's compensation protection.

If my application is approved, I hereby agree to obey, at all times, all instructions, orders and commands given by the person to whom I report, to the extent that such orders do not compromise my rights or me physically. I fully realize, although precautions are taken by the City to maintain a safe-working environment, the danger to physical harm may still exist and I am responsible to take all reasonable precautions to prevent same. I freely and voluntarily accept any risk associated with volunteering for the City.

NAME OF APPLICANT: _____

ADDRESS: _____

SEX: ☐ M ☐ F DATE OF BIRTH: ___/___/___ SOCIAL SECURITY #: _____

HOME TELEPHONE #: _____ WORK TELEPHONE #: _____

EMERGENCY CONTACT: _____ EMERGENCY TELEPHONE #: _____

RELEASE OF ALL CLAIMS: The undersigned releases, covenants not to sue and forever discharges the City of North Bay Village, its Officers, Employees, Agents, Volunteers and their successors in interest and their assigns (hereinafter collectively known as the "released parties") of ALL liabilities, claims, actions, damages, costs or expenses that the applicant may have against the released parties resulting from or arising out of, or in any way connected with the applicant's own negligence, his/her intentional acts and/or the negligence or intentional acts of third parties in any way connected with the volunteer work performed for the City of North Bay Village, including, but not limited to injury or damage to person or property, or resulting in the death of the applicant.

Applicant's Signature: _____ Date: _____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 200___. The foregoing instrument was acknowledged before me by, _____ who has produced as identification and/or is personally known to me and who did/did not take an oath.

_____
STATE OF FLORIDA NOTARY PUBLIC

_____
PRINT NAME

MY COMMISSION EXPIRES: _____

APPROVAL
FOR OFFICE USE ONLY

Approved: _____
Department/Division Head

Approved: _____
City Manager

11c(218)

APPLICATION TO WORK FOR THE CITY OF NORTH BAY VILLAGE, FLORIDA AS A VOLUNTEER AND HOLD HARMLESS AGREEMENT

QUESTIONNAIRE

1) How did you learn about The City of North Bay Village's Volunteer Program? Please provide the name of the person or entity that referred you, if applicable:

_____

_____

2) List any Special Skills you feel can be utilized in your volunteering:

_____

_____

_____

3) Have you ever plead *nolo contendere* (no contest) or plead guilty to a felony or misdemeanor (other than a minor traffic violation)? ☐ Yes ☐ No

If yes, please provide an explanation with dates:_____

_____

_____

4) Have you ever been charged with any violent crime, including violence against a minor, domestic violence crimes, or crimes resulting from the illegal use of drugs or alcohol? ☐ Yes ☐ No

If yes, please provide an explanation with dates:_____

_____

_____

5) If you are applying for a position that requires you to drive a motor vehicle, please answer the following questions:

a. Do you currently have a valid driver's license? If so, please provide the State where it was issued and driver's license number (a copy of your driver's license will be made for our records)

_____

_____

_____

b. Has your driver's license ever been suspended or revoked? _____ If yes, explain:

_____

_____

c. List all accidents and moving violations within the last two (2) years:

_____

_____

NOTE: POLICE AND DRIVING RECORDS WILL BE CHECKED WHERE APPLICABLE. Information concerning convictions will not necessarily disqualify an applicant unless the conviction record indicates that the applicant would not be suitable or desirable for employment on a particular position.

I hereby certify that all statements made by me on this application are true and complete to the best of my knowledge. I understand that any false, incomplete, or incorrect statements may result in my dismissal and may eliminate me from future consideration as a volunteer or for employment with the Coty of Coral Gables.

Applicant Signature: _____ Date: _____

11 c(2-19)

The City of North Bay Village appreciates your interest in volunteering your services. You may be required to undergo a background check before you begin your volunteer assignment.

You must bring a copy of this letter signed to the Human Resources Department, located at 1666 Kennedy Causeway, Suite 700, City of North Bay Village, Florida 33141. Once your application has been approved, you will be contacted by a City representative with the information regarding your volunteer position, including where to report on your start date and time.

In compliance with Florida Statues §119.071 (5), The City of North Bay Village collects and uses Social Security numbers for completing the applicant's background screening.

I hereby acknowledge that I have read this application, that my statements are true and correct and that I voluntarily accept the terms of this application process.

Applicant Signature: _____ Date: _____

11c(2-20)

City of North Bay Village

1700 Kennedy Causeway, # 132
North Bay Village, Florida 33141
305-756-7171 Fax 305-756-7722
www.nbvillage.com

EMPLOYMENT APPLICATION

OFFICE USE ONLY
APPROVED ☐
DISAPPROVED ☐
REASONS:
_____
_____
_____
_____

BY: _____

INSTRUCTIONS: Please print or type all information completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification. Exaggerated, false, or misleading statements may be cause for rejection of the application and/or termination of employment. Eligibility for hire may be based on a rating of this application; therefore, completeness and accuracy is of the utmost importance,

Position Applied For: _____

Last Name: _____ First: _____ Middle Initial: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Home Phone: _____ Work/Message Phone: _____ E-Mail: _____

Please Check Appropriate Response

1 .Have you ever worked for the City of North Bay Village? ☐ Yes ☐ No

If yes, please give date(s) of employment. _____

2. Are you a U.S. citizen? ☐ Yes ☐ No

If no, are you authorized by Immigration and Naturalization to work in the U.S.? ☐ Yes ☐ No

Alien #A: _____

Admission #- _____

3. Will you work night shift? ☐ Yes ☐ No
Will you work weekends? ☐ Yes ☐ No

4. Have you ever been fired, forced to resign, or resigned in lieu of termination? ☐ Yes ☐ No

If yes, please explain below:

Employer's Name: _____ Date: _____

Reason: _____

_____

5. Are you related to a City employee or is any member of your family employed by the City of North Bay Village?
☐Yes ☐ No If yes, please give the person's

Name: _____

Relationship: _____

Department: _____

6. Have you ever been found guilty of, had djudication withheld, or pled no contest to any violation of law?
☐ **Yes** ☐ No

If yes, please give details below:

Date: _____

Agency: _____

Offense/Charge: _____

☐ Felony ☐ Misdemeanor

Outcome: _____

_____

Note: A conviction does not automatically mean you cannot be employed by the City of North Bay Village. The nature of the offense, how long ago it occurred, etc., are given consideration

Attach additional sheets as needed.

7. Were you in the U. S. Armed Forces? ☐ Yes ☐ No
Did you receive an honorable discharge? ☐ Yes ☐ No
Do you claim veteran's preference? ☐ Yes ☐ No

If yes, copy of your DD214 must accompany this application.

11c(221)

8. DRIVER'S LICENSE NFORMATION

Do you have a valid Driver's License?	☐ Yes ☐ No	Have your license ever been suspended?	☐ Yes ☐ No
Drivers License Number:		Have your license ever been revoked?	☐ Yes ☐ No
State:	Expiration Date:	If yes, please provide dates and explain:	
CDL Class:			
Endorsements:			

9. TRAFFIC CITATIONS – PLESE LIST ALL RECEIVED WITHIN THE LAST SEVEN (7) YEARS

(Driving under the influence, driving while intoxicated, etc., should be listed under number 6 on page 1)

Date:	Date:
Agency:	Agency:
Offense / Charge:	Offense / Charge:
Points:	Points:
Outcome:	Outcome:
Date:	Date:
Agency:	Agency:
Offense / Charge:	Offense / Charge:
Points:	Points:
Outcome:	Outcome:

If you have more than four citations within the last seven years, please attach a separate sheet in the same format.

10. EDUCATION AND SPECIAL TRAINING

Do you have a High School Diploma? ☐ Yes ☐ No Date Obtained:	Do you have a GED? ☐ Yes ☐ No Date Obtained:	If not, highest grade completed:
Name and Location of Last High School Attended: Name: City: State		

List Special Training (Business, Trade, Vocational, Armed Forces Schools, etc.) Below:

Name and Location	Total Hours Completed	Hours Required for Certification	Course / Subject Taken	Certificates Received

List Colleges and Universities Attended Below:

Name and Location	Credit Hours Received Please circle	Did you Graduate?	Major / Minor Degree Field of Program of Study	Type of Degree Received
	SEM QTR	☐Yes ☐No		
	SEM QTR	☐Yes ☐No		
	SEM QTR	☐Yes ☐No		
	SEM QTR	☐Yes ☐No		
	SEM QTR	☐Yes ☐No		

11 (222)

INSTRUCTIONS: Beginning with your present or most recent job, describe your paid work experience for the past ten (10) years and list a minimum of three (3) employers. List each promotion or transfer as a separate job even if they were with the same employer. Include military, part time, and self-employment. List all gaps in work history in spaces provided. If you have more than four (4) separate periods of employment, sign and attach sheets in the same format as below. Resumes will not be accepted as official applications.

CURRENT JOB STATUS	☐ UNEMPLOYED ☐ IN SCHOOL	FROM (MM/YY)		TO (MM/YY)	

PRESENT OR MOST RECENT EMPLOYER						Employer	
From		To		Total Time		Address	
Mo Yr		Mo Yr		Yr Mo		Telephone Number	
Hours per week						Your Job Title	
Starting Salary		$		per		Supervisor's Name / Title	
Last Salary		$		per		Reason for Leaving Position	
Number of Employees Supervised (if Applicable):						May we contact your present employer? ☐Yes ☐No	
Specific Duties:							

BETWEEN THESE JOBS (If applicable)	☐ UNEMPLOYED ☐ IN SCHOOL	FROM (mm/yy)		TO (mm/yy)	

PRESENT OR MOST RECENT EMPLOYER						Employer	
From		To		Total Time		Address	
Mo Yr		Mo Yr		Yr Mo		Telephone Number	
Hours per week						Your Job Title	
Starting Salary		$		per		Supervisor's Name / Title	
Last Salary		$		per		Reason for Leaving Position	
Number of Employees Supervised (if Applicable):						May we contact your present employer? ☐Yes ☐No	
Specific Duties:							

11 (223)

BETWEEN THESE JOBS (If applicable)	☐ UNEMPLOYED ☐ IN SCHOOL	FROM (mm/yy)		TO (mm/yy)	

PRESENT OR MOST RECENT EMPLOYER						Employer	
From		To		Total Time		Address	
Mo Yr		Mo Yr		Yr Mo		Telephone Number	
Hours per week						Your Job Title	
Starting Salary		$		per		Supervisor's Name / Title	
Last Salary		$		per		Reason for Leaving Position	
Number of Employees Supervised (if Applicable):						May we contact your present employer? ☐Yes ☐No	
Specific Duties:							

BETWEEN THESE JOBS (If applicable)	☐ UNEMPLOYED ☐ IN SCHOOL	FROM (mm/yy)		TO (mm/yy)	

PRESENT OR MOST RECENT EMPLOYER						Employer	
From		To		Total Time		Address	
Mo Yr		Mo Yr		Yr Mo		Telephone Number	
Hours per week						Your Job Title	
Starting Salary		$		per		Supervisor's Name / Title	
Last Salary		$		per		Reason for Leaving Position	
Number of Employees Supervised (if Applicable):						May we contact your present employer? ☐Yes ☐No	
Specific Duties:							

NOTE: We may contact previous employers to verify employment information.

11c(224)

VETERAN'S PREFERENCE

Are you claiming Veteran's preference? ☐ YES ☐ NO
(Copy of DD 214 must be submitted with application. Disabled veterans must submit document from: Department of Defense, Veteran's Administration or Division of Veteran's Affairs certifying a service-connected disability.)

Have you claimed this preference for any other position since October 1, 1987? ☐ YES ☐ NO
Where? _____ Were you hired? ☐ YES ☐ NO

Your Veteran's Preference shall be deemed to have expired if you have been previously employed by any state or any agency of a political subdivision of the state.
If you are a preference eligible applicant and a non-preference eligible is appointed to the position, you are entitled to request an investigation by the Florida Division of Veteran's Affairs, P.O. Box 1437, St. Petersburg, FL 33731 within twenty-one (21) days after you receive written notice that the position has been filled.

Date _____ Applicants Signature _____

PERSONAL REFERENCES

May not be a family member or employment related

Name	Address	Phone	How long have you known?

11c(228)

City of North Bay Village

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION SURVEY

TO ALL APPLICANTS:
The following information is being gathered by the City of North Bay Village for research, affirmative action, and federal EEO reporting requirements.

If you choose not to answer any of the items, you will not be subject to adverse treatment; however, we urge you to do so and assure you that this information will not be used to evaluate your application, and will be kept confidential.

Job / Position Applied for: _____

Date of Birth (MM/DD/YYYY) _____

Gender

☐ Male ☐ Female

Race/Ethnic Categories (Check One)

☐ Black (Not of Hispanic origin): All persons having origins in any Black racial groups Africa.

☐ Asian or Pacific Islander: includes all persons having origins in the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

☐ Hispanic: includes all persons of Mexican, Puerto Rican, Cuban, South American, or Spanish culture or origin, regardless of race.

☐ American Indian or Alaskan native: includes all person having origins in North America, and who maintain cultural identification through tribal affiliation or community recognition.

☐ White (not of Hispanic origin): includes all persons having origins in Europe, North Africa, and The Middle East.

☐ Other: includes Aleuts, Eskimos, Malayans, Thais, and others not covered by a specific category.

☐ If this category is checked, indicate specific ethnicity or national origin:_____

HOW DID YOU LEARN OF THIS POSITION?

☐ Ad in newspaper

☐ Ad in trade journal

☐ Ad on Radio

☐ Job Line

☐ City bulletin board/walk-in

☐ Friend

☐ City employee

☐ Internet

☐ Job Fair

☐ Agency Referral

☐ Other

11c(226)

Did You:

Answer all questions completely?

Cover a full 10 year employment history?

Explain all gaps in employment?

Complete application supplement, if applicable?

Submit copies of documents requested, if applicable?

Sign and date the application?

Please read this statement carefully before signing below:

The City of North Bay Village is an Equal Opportunity Employer. The City of North Bay Village does not discriminate on the basis of age, race, religion, sex, national origin, sexual orientation, disability or any legally protected classification of employment, promotional opportunities or in the selection of volunteers or interns.

I hereby certify that each response on this application and all other information I have furnished in applying for employment with the City of North Bay Village is true and correct. I understand that any incorrect, incomplete, or false statement or information I have furnished may subject me to disqualification in an examination or to discharge at any time.

Copies of Education Documents, Photo Identification, and Social Security Card must be submitted prior to employment. All information is subject to investigation and verification.

Subsequent to a conditional offer of employment, I give my consent to the City of North Bay Village to conduct a complete criminal background investigation, motor vehicle record check, reference checks and pre-employment physical examination which may include a drug screen as required by the Drug Free Workplace Program and any other selection processes at a later date prior to a final job offer.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact may result in disqualification or dismissal.

_____

SIGNATURE OF APPLICANT **DATE**

Notes:

- **Applicants must provide copies of documents required with application.**
- **If you require special testing accommodations due to a disability, please notify the staff BEFORE the test date.**

11 (227)

BACKGROUND INFORMATION RELEASE WAIVER

In connection with my application for employment with the City of North Bay Village, I understand a background investigation, in accordance with the Fair Credit Reporting Act and all State and Federal laws, is to be conducted and may include information about my personal character, abilities, work habits, mode of living, residency, immigration status, general reputation, performance, experience and other qualities pertinent towards determining my qualifications for employment.

I understand, according to the Fair Credit Reporting Act I am entitled to know if employment is denied because of information obtained by any prospective employer from a Consumer Credit, I will be informed whether an Investigative Consumer Report was requested and will be given full information as to the nature and scope of this investigation, as well as the name of the reporting agency or sources of information.

I understand that during this background investigation, the City of North Bay Village may make inquiries and request information including but not limited to my criminal history, consumer credit history, employment history, driving history, military history, medical history, workers' compensation history, education, professional licensing, including information of a confidential or privileged nature.

I hereby authorize, without reservation any party (including, but not limited to, past and present employers, Law Enforcement agencies, state agencies, institutions and private information bureaus or repositories) contacted by the City Of North Bay Village, to furnish any or all of the above mentioned information.

In addition, I hereby release the City of North Bay Village, and its agents or representatives, from any and all liability for damages arising from this background investigation and the disclosure of the requested information. I further release and discharge from all liability, any companies, agencies, officials, officers, employees, and other persons, who, in good faith provides to the City of North Bay Village any of the above mentioned requested information obtained during the course of the background investigation.

I will also allow a photocopy or facsimile of this Background information Release Waiver to be as valid as the original.

_____ PRINT FULL NAME

_____ SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ MONTH _____ YEAR

By: _____

Personally known by me _____ Produced Identification: type of Identification produced

_____

SIGNATURE OF NOTARY PUBLIC-STATE OF _____

_____ Commissioned Name of Notary Public

Stamp

11 (228)

ATTACHMENT E

ABSENTEE REPORT FORM

11 (229)

City of North Bay Village
Absentee Report

Today's Date: _____

Employee's Name: _____

Employee's Position/Department: _____

Leave Requested

1st date of absence: _____/_____/_____

Returning to work on: _____/_____/_____

Charge To:

Sick	_____	Vacation	_____
Personal	_____	CTU	_____
W/C	_____	CHU	_____

Employee Signature: _____

Supervisor's Signature: _____

Approval: _____ / Rejection: _____

Partial approval: _____
(Please explain)_____

Human Resource Manager Signature:

_____

11c(230)

ATTACHMENT F

PERFORMANCE EVALUATION FORM

11c(231)

CITY OF NORTH BAY VILLAGE
PERFORMANCE EVALUATION REPORT

Name (Last)	(First)	(Initial)	Period Covered From Mo. Day Yr. To Mo. Day Yr.
POSITION	Employee Type: Staff ☐ Mgmnt ☐		If Probation, Date Ends
Department			

REASON FOR REVIEW

☐ Merit Raise ☐ Annual Review ☐ Probationary Review ☑ Other (explain)

Explanation for Review:

***** 3 OR MORE BELOW SATISFACTORY SCORES IN THIS EVALUATION REPORT WILL RESULT IN NO MERIT/STEP INCREASE *****

ATTENDANCE AND OBSERVANCE OF WORKING HOURS

☐ Outstanding	No absences, always on time.
☐ Above Satisfactory	One or two occasions absent/late
☐ Satisfactory	Three or four occasions absent/late.
☐ Needs Improvement	Five or six occasions absent/late.
☐ Unsatisfactory	Seven or more occasions absent/late

QUANTITY OF WORK

☐ Outstanding	Unusually high output, meets emergency demands.
☐ Above Satisfactory	Consistently turns out more than standard for the job.
☐ Satisfactory	Completes assignments as expected.
☐ Needs Improvement	Amount of work is below normal operating standards.
☐ Unsatisfactory	Amount of work is substantially below normal operating standards.

INITIATIVE / COOPERATION

☐ Outstanding	Seeks additional responsibilities, suggests ideas to improve efficiency or effectiveness. Goes out of his/her way to cooperate with supervisors, fellow workers, or public
☐ Above Satisfactory	Accepts all additional responsibilities, shows interest, promotes cooperation with others, recommends new procedures.
☐ Satisfactory	Accepts responsibility, successful in cooperating with others, responds well to new conditions.
☐ Needs Improvement	Leaves problems or situations as found, cooperates reluctantly.
☐ Unsatisfactory	Ignores suggested changes, functions with difficulty in a team situation, treats others in an abrupt or rude manner.

SAFETY

☐ Outstanding	No preventable accidents, recognizes and resolves safety problems.
☐ Above Satisfactory	No preventable accidents, always adheres to all safety regulations.
☐ Satisfactory	No preventable accidents, usually adheres to safety regulations.
☐ Needs Improvement	One preventable accident, disregards some safety regulations.
☐ Unsatisfactory	Two or more preventable accidents, ignores safety regulations.

JOB KNOWLEDGE

☐ Outstanding	Performs job independently, handles all assignments well, complete understanding/ application of rules and procedures.
☐ Above Satisfactory	Performs job fairly independently, handles most assignments well, knows procedures and rules.
☐ Satisfactory	Performs job with little supervision after instruction, knows most procedures and rules.
☐ Needs Improvement	Occasionally has difficulty understanding job function, disregards some rules or operating procedures.
☐ Unsatisfactory	Follows instructions with difficulty, violates rules and procedures.

PERSONAL APPEARANCE

☐ Outstanding	Always reports to work dressed appropriately or with clean uniform, exemplary grooming and personal hygiene.
☐ Above Satisfactory	Reports to work with uniform or dressed appropriately, presents well groomed appearance, good personal hygiene.
☐ Satisfactory	Usually reports to work appropriately dressed or with uniform, acceptable personal hygiene and grooming.
☐ Needs Improvement	Occasionally reports to work without uniform or inappropriately dressed, grooming and personal hygiene sometimes unacceptable.
☐ Unsatisfactory	Frequently reports to work without uniform or inappropriately dressed, poor personal hygiene and grooming.

11 c (232)

INTERPERSONAL SKILLS

- ☐ Outstanding — Always is a team player, works cooperatively with public, peers and subordinates and establishes clear communication
- ☐ Above Satisfactory — Frequently is a team player, works cooperatively with public, peers and subordinates and promotes communication
- ☐ Satisfactory — Cooperates and communicates with public, peers and subordinates on a regular basis
- ☐ Needs Improvement — Cooperates and communicates with public, peers and subordinates only as requested
- ☐ Unsatisfactory — Never Cooperates and communicates with public, peers and subordinates

JOB PERFORMANCE

- ☐ Outstanding — Performance surpasses job requirements, employee displays initiative and creativity enhancing departmental efficiency and/or effectiveness.
- ☐ Above Satisfactory — Performance surpasses job requirements.
- ☐ Satisfactory — Employee is performing as required.
- ☐ Needs Improvement — Performance does not fully meet job requirements.
- ☐ Unsatisfactory — Performance is inadequate and must be corrected.

MANAGEMENT SECTION (TO BE COMPLETED ONLY FOR MANAGEMENT EMPLOYEES)

OVERALL SUPERVISORY SKILL

- ☐ Outstanding — Continuously exhibits exemplary leadership qualities which include planning & assigning work, making decisions, training / instructing employees, evaluating employee performance, disciplinary control, leadership, fairness and impartiality, interest in employee/City welfare.
- ☐ Above Satisfactory — Accomplishes work objectives following proper practices, successfully delegates/completes tasks with superior results.
- ☐ Satisfactory — Supervises subordinates with minimal problems as a result of leadership style. In general, accomplishes assigned work effectively.
- ☐ Needs Improvement — Accomplishes most assigned tasks, has problems delegating work, meeting schedules or motivating workers.
- ☐ Unsatisfactory — Unable to deal effectively with or direct subordinates in order to accomplish assigned tasks.

RATER: If an employee is eligible for **merit/step increase**, I recommend the following as it pertains to receiving a merit increase:

☐ Granted ☐ Not Granted (Please provide further explanation in writing why you would not grant merit/step increase. Final determination not to grant a merit/step will be made by the City Manager)

RATER: This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

RATER'S SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

RATER'S COMMENTS: Attach additional sheet if necessary. Rater, reviewer and employee must sign and date attachment.

EMPLOYEE: I have reviewed this report and discussed it with the rater and acknowledge that I have received a copy of this evaluation.

☐ I agree with rater ☐ I do not agree with rater

EMPLOYEE'S SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

EMPLOYEE COMMENTS: Attach additional sheet if necessary. Rater, reviewer and employee must sign and date attachment.

CITY MANAGER: I have reviewed this evaluation report and my decision below is as follows:

☐ Agree with rater ☐ Do not agree with rater and request a mtg for further explanation & possible amendment of eval form

CITY MANAGER'S SIGNATURE DATE

Note: The City Manager has the right to request a meeting with the rater for explanation on the ratings and City Manager has the right to amend the rater's evaluation of the employee. Once this process is completed the Performance Evaluation Report will be placed in the employee's personnel file in the Human Resources Dept.

ATTACHMENT G

EDUCATIONAL REIMBURSEMENT FORM

11c (234)

The City of North Bay Village Request for Tuition Reimbursement

Name of Employee: _____
Date: _____
Department: _____

I understand that the courses I am submitting for reimbursement on this form pertain to my field of work and that I have already been pre-approved by my supervisor and the City Manager to take this course(s) / seminar.

Maximum limitation on reimbursement shall be $2,000.00 (including books materials) per individual (Management and/or union employee may differ per contract / policies) per fiscal year as follows:

A 100%	B 80%	C 70 %	Pass 100% Fail 0%

I have attached a copy of my written request to take these courses and approval from my supervisor and City Manager, proof of payment for courses, payment for books, final grades obtained or certificate and I request the following:

- **Cost for courses:** $_____
- **Cost for books and materials:** $ _____
- **Total request is for:** $_____

I have reviewed the request and determine that said course/seminar and materials meet the criteria for reimbursement

_____ _____

City Manager **Date**

I hereby verify that I have received a check in the amount of $_____ as full and complete reimbursement for my satisfactory completion of the course(s)/seminar referenced above.

_____ _____

Employee **Date**

11c(235)

ATTACHMENT H

FMLA REQUEST FORM

City of North Bay Village
Human Resources

Application for Family and Medical Leave

Name: _____ Department: _____

Job Title: _____ Supervisor: _____

SS#: _____

Home Address: _____

City: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Under the Family and Medical Leave Act (FMLA), eligible employees are entitled to up to 12 weeks of job-protected leave for certain family and medical reasons. Please submit this request form to your supervisor at least 30 days before leave is to commence, when practicable. When submission of the request 30 days in advance is not possible, submit the request as early as possible before leave would commence. The City reserves the right to deny or postpone leave for failure to give appropriate notice when such denial/postponement would be permitted under Federal and State law.

ELIGIBILTIY DETERMINATION

1. Counting any periods of time that you worked for the City (whether they were consecutive or not), have you worked for the City for a total of 12 months or more?
   _____ YES _____ NO
   (If YES, continue. If NO, stop here.)

2. During the past 12 months, have you worked at least 1,250 hours?
   _____ YES _____ NO

3. Have you previously received family or medical leave?
   _____ YES _____ NO

   If YES, dates of previous leave: from _____ to _____
   Purpose of previous leave: _____
   _____

continued to next page

11c(237)

4. Have you taken any previous intermittent leave? _____ YES ____ NO
   Have you taken extended time off from scheduled hours? _____ YES ____ NO

   If YES, provide details: _____
   _____

REASON(S) FOR REQUESTING LEAVE (complete all that apply)

I am requesting leave for the following reason(s):

Personal serious health condition _____

Serious health condition of:

Spouse _____ Name _____
Child _____ Name _____
Parent _____ Name _____

Birth of child _____
Expected date of delivery: _____

Adoption or placement of a child for foster care _____
Child's Name _____
Date of adoption/placement _____

Note: A leave request based on an employee's serious health condition or the serious health condition of an employee's spouse, child, or parent MUST be accompanied by a verifying medical certification from the attending physician.

DATES OF REQUESTED LEAVE (complete all that apply)

I request leave from _____ through _____
My return to work date: _____

I request intermittent leave according to the following schedule:

_____
_____
_____

I request a reduced schedule leave according to the following schedule:

_____
_____
_____

The total number of days of requested leave: _____ work days
If intermittent leave, total number of hours requested: _____ hours

11c(238)

continued to next page

WORK SCHEDULE

Please provide your regular work schedule:
Days of the week _____
Hours per day _____

AUTHORIZATION

I hereby authorize the City of North Bay Village to contact my physician to verify the reason for my requested leave or for any other information concerning my requested family and medical leave.
Physician's name _____ phone _____

Additionally, I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by my Department Director and the Director of Human Resources.

Signature: _____ Date: _____

REVIEWED BY:

Department Director: _____ Date: _____

Human Resources: _____ Date: _____

11c(239)

City of North Bay Village

Family Medical Leave
Health Care Provider Certification

Employee's Name _____ **Patient's Name** _____

Authorization to Release Medical Information

I hereby authorize my treating physician to release to the City of North Bay Village, City Clerk, any medical information acquired in the course of my examination or treatment as it may be related to this request for Family Medical Leave. The City complies with all medical privacy rules and record retention regulations that are required by law.

This authorization expires on _____; I acknowledge that I have received a copy of this authorization.

_____ _____
(*Patient's signature*) (*Date*)

Important Notice under HIPAA

I, _____, understand that I may revoke this authorization at any time by providing the City of North Bay Village, City Clerk, 1666 Kennedy Causeway, Suite 700, North Bay Village, FL 33141, with written notice that I am revoking this authorization. I understand, however, that I may not revoke any action that the City of North Bay Village has taken based upon this authorization prior to the date that I revoke this authorization. I understand that if I do not authorize the results of the medical evaluation to be released, that I will not be considered for Family Medical Leave benefits.

_____ _____
(*Patient's signature*) (*Date*)

Provider Instructions

Please use the following definitions in responding. Here, and elsewhere on this form, the information sought relates only to the condition for which the employee is requesting leave.

INCAPACITY is defined as inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

TREATMENT includes examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examination, eye examination, or dental examinations.

11c(240)

CONTINUING TREATMENT includes, for example, a course of prescription medication, e.g., and antibiotic, or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and either similar activity that can be initiated without a visit to a health care provider.

SERIOUS HEALTH CONDITION means an illness, injury, impairment, or physical or mental condition involving one of the following:

Condition 1 – Hospital Care: In-patient care (overnight stay in a hospital, hospice, or residential medical care facility) including any period of incapacity or subsequent treatment in connection with or consequent to the in-patient care.

Condition 2 – Absence of Treatment: A period of incapacity of more that three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition that also involves:

- Treatment two or more times by a health care provider, by a nurse or physician's assistance under direct supervision of a health care provider, or by a provider of health care services, e.g., physical therapist under orders of, or on referral by, a health care provider; or

- Treatment by a health care provider on at least one occasion which results in regimen of continuing treatment under the supervision of the health care provider.

Condition 3 – Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care.

Condition 4 – Chronic Conditions Requiring Treatments: A chronic condition is:

- Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

- Continues over an extended period of time, including recurring episodes of a single underlying condition, and

- May cause episodic rather than a continuing period of incapacity, e.g., asthma, diabetes, epilepsy, etc.

Condition 5 – Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

11c(241)

Condition 6 – Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments, including any period of recovery there from, by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in period of incapacity of more that three consecutive calendar days in the absence of medical intervention or treatment, such as cancer, chemotherapy, radiation, etc., severe arthritis (physical therapy, kidney disease (dialysis).

Patient is ____ ***Employee*** ____ ***Employee's Spouse*** ____ ***Employee's Child*** ____ ***Employee's Parent***

Using the definitions on the front of this form, please check the Condition below that applies to the patient:

___ Condition 1 **___ Condition 2** **___ Condition 3**

___ Condition 4 **___ Condition 5** **___ Condition 6**

___ None of the Conditions

1. Describe the medical facts that support your certification. Include a brief statement as to how the medical facts meet the criteria for the Condition you checked:

   Approximate date the Condition commenced _____
   Probable duration of the Condition _____
   Probable duration of the patient's present incapacity if different _____

2. Does the Condition require the employee to work

   A. Intermittently? ___ Yes ___ No
   B. Less than full schedule? ___ Yes ___ No

3. If the Condition is chronic (Condition 4) or pregnancy, is the patient presently incapacitated? ___ Yes ___ No

   If Yes, what is the likely duration and frequency of episodes or incapacity?

4. Will the Condition require the patient to be absent from work or other daily activities for additional treatment? ___ Yes ___ No

   If Yes, please check extent of absences: ___ Full Time ___ Part Time ___ Intermittent
   Probable number of treatments _____
   Duration of treatments _____
   Interval between treatments _____

11c(242)

If any treatments will be provided by another health services provider, e.g., physical therapies, please state the nature of the treatment:

If the patient requires a regimen of continuing treatment under your supervision, provide a general description of the regimen, e.g., prescription drugs, physical therapy requiring special equipment:

5. A. If medical leave is required for the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? ___ Yes ___ No
   B. If No, is she/he unable to perform one/more essential functions of the job?
   ___ Yes ___ No
   If Yes, please list the essential functions the employee is unable to perform:

6. If the employee requires leave to care for family member with a serious health condition, does the patient require assistance for basic medical or personal needs, safety, or transportation? ___ Yes ___ No

   If No, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? ___ Yes ___ No

   If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

Signature of a Health Care Provider	Date	Type of Service

Address	Phone

11c(243)

ATTACHMENT I

EMPLOYEE CONTACT INFORMATION FORM

11 c(244)

CITY OF NORTH BAY VILLAGE
EMPLOYEE CONTACT INFORMATION

EMPLOYEE NAME: _____

DEPARTMENT & POSITION:

_____

CONTACT NUMBERS: (HOME): _____
(CELL):_____
(OTHER):_____

HOME ADDRESS: _____
CITY& STATE_____**ZIP**_____

EMERGENCY CONTACT INFORMATION
NAME: _____
CONTACT NUMBER(S):_____/ _____
ADDRESS: _____
CITY& STATE_____**ZIP**_____

11c (245)

ATTACHMENT J

LEAVE DONATION FORM

11c(2-46)

City of North Bay Village
Leave Donation Form

I, _____, agree to donate_____ hours

of _____ (Sick, Vacation, Personal, etc.)

to _____

I understand that I will not be paid for the time I am donating to the employee identified above.

_____
Signature of Donor

_____
Supervisor's Approval

(Please return this form to the Human Resources Manager for processing)

11c(247)

ATTACHMENT K

ID BADGE FORM

11c (248)

The City of North Bay Village

Policy for City Issued ID Badge / Access Card

- Wear your Photo ID badge while at work in the City or any City Program or Event.
- Wear your Photo ID badge in plain view, above or at your waist, so it is observable under normal conditions.
- Do not lend your Photo ID badge to any other person for any reason.
- Report a lost Photo ID badge to your supervisor immediately.
- Return found Photo ID badges to your supervisor immediately.
- If you leave City employment, transfer to a different department, or begin an extended leave of absence you must return your Photo ID badge to your supervisor or manager.
- You must surrender your Photo ID badge to your supervisor or manager upon request.
- Do not alter the Photo ID badge or apply adornments, except as permitted by this policy. The information and photograph cannot be obstructed.
- Photo ID badges provide a visible means of identification for City employees and help us know who belongs in a non-public access work area and who does not. City employees may politely challenge people who are not wearing an employee or visitor ID badge by saying "May I help you?" or "Do you need help?"

Your Signature below acknowledges adherence to the above detailed policy:

_____ **(Signature)**

Print Name: _____

Date:____/____/____

11c(249)

ATTACHMENT L

HEALTH INSURANCE STIPEND REQUEST

11c(250)

REQUEST FOR HEALTH INSURANCE STIPEND

NAME OF EMPLOYEE: _____

NAME OF OTHER INSURANCE: _____

COVERAGE DATES: FROM: (___/___/___) TO (___/___/___)

ARE YOU A DEPENDENT ON YOUR SPOUSE OR PARTNER'S INSURANCE?

YES / NO

IF NO, HOW WAS INSURANCE
OBTAINED:_____
_____
_____

EMPLOYEE'S SIGNATURE & DATE :_____(__/__/__)

TO BE COMPLETED BY HR

ADEQUACY OF PROOF OF INSURANCE PROVIDED (DESCRIPTION AND ATTACH):YES/NO_____
_____
_____
_____

IF CURRENTLY COVERED WITH CITY INSURANCE, DATE COVERAGE IS NO LONGER EFFECTIVE: ____/____/_____

DATE TO BEGIN ISSUING STIPEND: _____/_____/_____

11c(251)

ATTACHMENT M

FIRST REPORT OF INJURY AND SUPERVISORS REPORT

11c(282)

FIRST REPORT OF INJURY OR ILLNESS

FLORIDA DEPT. OF LABOR & EMPLOYMENT SECURITY
DIVISION OF WORKERS' COMPENSATION

For assistance call 1-800-342-1741
Or contact your local EAO Office
Report all deaths within 24 hours 800-219-8953

RECEIVED BY CLAIMS-HANDLING ENTITY	SENT TO DIVISION DATE	DIVISION REC'D DATE

PLEASE PRINT OR TYPE

EMPLOYEE INFORMATION

NAME (First, Middle, Last)

HOME ADDRESS

City: State: Zip:

TELEPHONE Area Code Number

OCCUPATION

DATE OF BIRTH | SEX

Social Security Number | Date of Accident (Month/Day/Year | Time of Accident

EMPLOYEE'S DESCRIPTION OF ACCIDENT (Include Cause of injury)

INJURY/ILLNESS THAT OCCURRED | PART OF BODY AFFECTED

EMPLOYER INFORMATION

COMPANY NAME: City of North Bay Village
D.B.A.
Street: 1700 Kennedy Causeway Suite 132

City: North Bay Village State: FL Zip: 33141-4190

TELEPHONE Area Code Number
(305) 756-7171 Ext:80

EMPLOYER'S LOCATION ADDRESS (If Different)

Street:

City: State: Zip:

LOCATION # (If applicable)

PLACE OF ACCIDENT (Street, City, State, Zip)

Street:

City: State: Zip:

County of Accident Miami-Dade

FEDERAL I.D. NUMBER (FEIN)
59-6000388

DATE FIRST REPORTED (Month/Day/Year)

NATURE OF BUSINESS
CITY GOVT

POLICY/MEMBER NUMBER
FMIT 0403

DATE EMPLOYED

PAID FOR DATE OF INJURY ?

LAST DATE EMPLOYEE WORKED

WILL YOU CONTINUE TO PAY WAGES INSTEAD OF WORKERS' COMP?

RETURNED TO WORK
No
IF YES, DATE RETURNED TO WORK

LAST DAY WAGES WILL BE PAID INSTEAD OF WORKERS' COMP?

DATE OF DEATH (If applicable)

AGREE WITH DESCRIPTION OF ACCIDENT?

RATE OF PAY ☒ HR ☐ WK
Per ☐ DAY ☐ MO

Number of hours per day

Number of hours per week 40
Number of days per week

Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree. I have reviewed, understand and acknowledge the above statement.

EMPLOYEE SIGNATURE (If available to sign) DATE

EMPLOYER SIGNATURE DATE

NAME, ADDRESS AND TELEPHONE OF PHYSICIAN OR HOSPITAL
Fast Care Medical Center
20601 E Dixie Hwy, Ste 340
Aventura, FL 33180
786-923-4000
786-923-4001- Fax
AUTHORIZED BY EMPLOYER Y

CARRIER INFORMATION

☐ 1 (a). Case Denied – DWC-12, Notice of Denial Attached

☐ 1 (b). Indemnity Only Denied Case – DWC-12 Notice of Denial Attached

☐ 2. Medical Only which became Lost Time Case (Complete all info in #3)

Employee's 8th Day of Disability ___/___/___
Entity's knowledge of 8th Day of Disability ___/___/___
Full Salary continued in lieu of comp? ☐ YES Full Salary End Date

☐ 3. Lost Time Case - 1st day of disability

Date First Payment Mailed AWW Comp Rate

☐ T.T. ☐ T.T. – 80% ☐ T.P. ☐ I.B. ☐ P.T. ☐ DEATH ☐ SETTLEMENT ONLY

Penalty Amount Paid in 1st Payment $ Interest Amount Paid in 1st Payment $

REMARKS:

INSURER CODE # | EMPLOYEE'S RISK CLASS CODE | EMPLOYER'S NAICS C ODE

SERVICE CO/TPA CODE # | CARRIER FILE #

CARRIER NAME, ADDRESS & TELEPHONE

FLORIDA LEAGUE OF CITIES, INC.
Attn: W.C. Claims
P. O. Box 538135, Orlando, FL 32853-8135
407-245-0725

Is employer self-insured ☐ YES ☐ NO

11C (293)

Supervisor's Report
City of North Bay Village

Answer All Questions on Supervisor's Report For:

- On-The-Job Injuries And/Or
- Work Related Accidents

Name of Employee: _____

Date of accident or injury: _____

Department: _____

Name of immediate supervisor: _____

To whom was it first reported/mentioned: _____

Date/time: _____

Was first aid rendered? **Yes / NO**

By whom? _____

When seen by doctor? _____

When did employee return to work? _____

Have you confirmed this as an on-the-job injury or a work related accident? **YES / NO**

Were there any acts committed by the employee that caused or contributed to the accident?
Yes [ ] No [ ] EXPLAIN:

Did other persons, animals, or circumstances contribute to the accident?
Yes [] No [ ] How or what?

Check conditions and/or acts that contributed directly or indirectly to the accident:

___ Inadequate supervision
___ Other

11 (284)

Supervisor's Report - Page 2

___ Improper/inadequate instructions
___ Defective or inadequate equipment
___ Departure from standard procedure
___ Inadequate planning
___ Weather

EXPLAIN:

Were there any unsafe factors involved, i.e., indifference, intoxication, fatigue, inadequate skill, etc.?
Yes [ ] No [ ] If yes, indicate:

How many previous accidents, to the best of your knowledge, has the employee had while employed by the City of North Bay Village?

If any, were there any similar? Yes [ ] No [ ]

What have you done to help prevent recurrence of this type of accident? Be specific:

Names of witnesses to the accident:

Supervisor's signature _____

Office phone number: _____

Employee's signature _____
(if available)

COMMENTS (On Rear)

Distribution: City Manager, Department Head, and Safety Committee Coordinator

11 c (255)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

To: The Honorable Mayor and City Commissioners

From: Dennis W. Kelly, City Manager

Subject: Resolution for DOT Variance Request

Date: September 5, 2012

During the April/May meeting it was represented by the City's Grant Consultant, Mr. Ralph Rosado, the City's response to the FDOT District 6 office regarding the City's requested variances for the Kennedy Causeway design was urgent and had to be submitted quickly. Upon further investigation and a personal conference on June 4, 2012, with Mr. Harold Desdunes, P.E., District Director of Transportation Development, District Six, it was learned a response was not due until November, 2012 (see attached "PSM Project Schedule Activities"). In addition, Mr. Desdunes requested our response be in the form of a resolution as opposed to a letter.

Find attached a resolution representing the City's request to District Six for the variances. Should you have questions or care to discuss this matter in more detail please call or e-mail me at any time. Thank you.

11D(1)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: 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, 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.**

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

DK:yph

11D(2)

RESOLUTION NO. _____

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)***

WHEREAS, the City desires to continue to improve and develop the remainder of the Kennedy Causeway; and

WHEREAS, the City is proposing to undertake a project with the same design standards as Phase 1 of the project, which will include the narrowing of the causeway median from its required width, narrowing of one or more travel lanes, and inclusion of a shared use path; and

WHEREAS, the design of the proposed improvement will vary from the standards set forth by the Florida Department of Transportation; and

WHEREAS, the City wishes to enter into a local funding agreement with the Florida Department of Transportation (FDOT) for Design Variances and for construction of the project.

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. **Authorization of City Officials.** The City Manager is authorized to enter into a local funding agreement with the Florida Department of Transportation for Design Variances and construction funding for improvements to Kennedy Causeway which will include the narrowing of the causeway median from its required width, the narrowing of one or more travel lanes, and the inclusion of a shared use path, subject to the approval as to form and legality by the City Attorney.

11D(3)

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
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

Financial Management Support (Chuck Rohling - Manager)

PSM Project Schedule Activities

To View PSM Project Schedule Activities Please enter the Following:

Snapshot: LAST NIGHT

Work Program Item Number: 431180 - 1

Project Type: All

Schedule Date Type: Early Late

Sort Date By: Start Finish

MANAGEMENT OVERVIEW with critical activities only?

Print suitable Format?

Select Reset

Note: To find a specific item, type [Ctrl]+F to initiate your brower's find function.

SR 934/79TH ST CSWY FROM E OF BAYSHORE DRIVE TO BAY DR WEST (431180-1)

MIAMI-DADE COUNTY **Project Manager: CHANG, J.**

Contract Class: 1 - TO BE LET **Status: 000 - CANDIDATE LINE ITEM** **As Of: 8/4/2011**

Workmix: 0012 - RESURFACING

Extra Desc: **NOTE: PGM BASED ON PREDICTED DEFICIENT RATING FROM THE FAST MODEL.**

Activity	Proj Type	Description	Resp. Person	Early Start	Early Finish	Total Float
164010000	W0	PREPARE SCOPE OF WORK	DOVEL	10/25/11 A	06/01/12	802
250010000	W0	PE BEGIN	CHANG	11/19/12	11/19/12	0
233010000	W0	PE CONSULTANT CONTRACT EXECUTED	ARENA	03/25/13	03/25/13	0
113010000	W0	ROADWAY PLANS	CHANG	04/22/13	10/20/14	0
234010000	W0	NOTICE TO PROCEED	ARENA	04/22/13	04/22/13	0
904010000	W0	PROJECT KICK-OFF MEETING	CHANG	05/06/13	05/06/13	0
265010000	W0	UTILITY CONTACT	SOTO	06/17/13	06/17/13	0
302010000	W0	60% PLANS SUBMITTAL	CHANG	12/09/13	12/09/13	0
302010100	W0	60% PLANS REVIEW MEETING	CHANG	01/20/14	01/20/14	0
302010200	W0	ROW COORDINATION MEETING (60%)	CHANG	01/28/14	01/28/14	0
303010000	W0	90% PLANS SUBMITTAL	CHANG	04/28/14	04/28/14	0
303010100	W0	90% PLANS REVIEW MEETING	CHANG	05/28/14	05/28/14	0
306010000	W0	P.S.& E SUBMITTAL	CHANG	07/14/14	07/14/14	0
306010100	W0	PS&E MEETING	CHANG	08/11/14	08/11/14	0
201010000	W0	PLANS COMPLETED	CHANG	10/13/14	10/13/14	0
204010000	W0	PRODUCTION DATE	CHANG	10/20/14	10/20/14	0
222010000	W0	ALL PERMITS CLEAR	PALENCHAR	10/20/14	10/20/14	0
279010000	W0	RAILROAD CLEAR	BAEZ	10/20/14	10/20/14	0
269010000	W0	ALL UTILITIES CLEAR	SOTO	10/20/14	10/20/14	0
255010000	W0	ROW CERTIFIED	CASALS	10/20/14	10/20/14	0
242010000	W0	SPECIFICATIONS	ZOLFAGHARI	12/22/14	02/02/15	0

11D(5)

226010000	W0	PLANS TO SPECS	SUAREZ	12/22/14	12/22/14	0
212010000	W0	PLANS TO TALLY	SUAREZ	02/03/15	02/03/15	0
280010000	W0	LETTING DATE	LEIGH CANN	03/25/15	03/25/15	0
203010000	W0	CEI CONSULTANT CONTRACT EXECUTED	ARENA	06/29/15	06/29/15	0

This site is maintained by the Office of Work Program and Budget, located at 605 Suwannee Street, MS 21, Tallahassee, Florida 32399. For additional information please e-mail questions or comments to: (Joe McLeod: Joe.McLeod@dot.state.fl.us or call 850-414-4635)

Office Home: Office of Work Program and Budget Sharepoint INFONET

11D(6)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE
RECOMMENDATION 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: Approval of Change Order #12 to Metro Equipment Service, Inc.

RECOMMENDATION:

It is recommended that the City Commission expand the scope of services under the agreement with Metro Equipment Service, Inc. ("Metro") and approve a Resolution approving Change Order #12 with Metro for placing out of service the 12" sewer force main at a cost of $159,355 and extend the contract time to 12/15/2013.

BACKGROUND:

On September 5, 2006, the voters of the City of North Bay Village (the "City") approved a capital improvement project for the replacement of the Biscayne Bay Sewer Force Main; and in Resolution No. 2009-75 the City Commission approved a Design-Build Agreement with Metro for the Force Main Rehabilitation Design-Build Project (the "Project") for approximately $4,457,012.00.

11 E (1)

In April of 2010, by adoption of Resolution No. 2010-33, the City Commission approved an amendment to the Design Build Agreement pertaining to monetary Change Orders 1 through 4 representing an increase of $162,322.80.

In September and December of 2010, Change Orders 5 through 7 (No. 5 piping deduction of $14,850.00, No. 6 additional asphalt for $2,910.00, and No. 7 time extension) were approved by the City Manager, which resulted in an overall deduction of the Contract Price.

In May 2011, the City Commission approved Resolution 2011-20 approving Change Order No 8 to extend the Contract Time to June 30, 2011 and increase the Contract Price for an additional $114,666.28 due to additional roadway and landscaping restoration work associated with installing the City's force main into the streets in the City of Miami increasing the total Contract Price to $4,722,061.08.

On July 26, 2011, the City Commission approved Resolution No. 2011-34 approving Change Order No. 9 for additional Contract Time through August 12, 2011 due to permitting and inspection delays.

On January 5, 2012, the City Manager approved Change Order No. 10 to extend the Contract Time through April 12, 2012 in order to address additional requirements imposed by Miami-Dade County.

Resolution No. 2012-01 approved on January 10, 2012, authorized Change Order No. 11 to provide additional milling, resurfacing, and pavement markings of 21,356 square feet of area from North Treasure Drive to Kennedy Causeway at a cost of $38,777.64.

The Contract Time extension through December 15, 2013 will allow adequate time to complete the sewer force main shut down and for the anticipated completion of the new sewer force main extension from the City Hall pump station to the New Miami Bound sewer force main.

BUDGETARY IMPACT:

The funds for Change Order #12 for placing the 12" sewer force main out of service are available from Capital Improvement budget.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

11 E(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 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE DESIGN BUILD AGREEMENT BETWEEN THE CITY AND METRO EQUIPMENT SERVICE, INC., FOR PLACING THE 12" SEWER FORCE MAIN 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.**

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

DK:yph

11 E (3)

RESOLUTION NO. _____

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 FORCE MAIN 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)***

WHEREAS, at a Special Election held on September 5, 2006, the voters of the City of North Bay Village (the "City") approved a capital improvement project for the replacement of the Biscayne Bay Sewer Force Main; and

WHEREAS, in Resolution No. 2009-75 the City Commission approved a Design-Build Agreement with Metro Equipment Service, Inc. ("Metro") for the Force Main Rehabilitation Design-Build Project (the "Project") for approximately $4,457,012.00; and

WHEREAS, in April of 2010, by adoption of Resolution No. 2010-33, the City Commission approved an amendment to the Design Build Agreement (the "Agreement") pertaining to monetary Change Orders 1 through 4 representing an increase of $162,322.80; and

WHEREAS, in September and December of 2010, Change Orders 5 through 7 (No. 5 piping deduction of $14,850.00, No. 6 additional asphalt for $2,910.00, and No. 7 time extension) were approved by the City Manager which resulted in an overall deduction of the Contract Price; and

11 E (4)

WHEREAS, in May 2011, the City Commission approved Resolution 2011-20 approving Change Order No. 8 to extend the Contract Time to June 30, 2011 and increase the Contract Price for an additional $114,666.28 due to additional roadway and landscaping restoration work associated with installing the City's force main into the streets in the City of Miami increasing the total Contract Price to $4,722,061.08; and

WHEREAS, on July 26, 2011, the City Commission approved Resolution No. 2011-34 approving Change Order No. 9 for additional Contract Time through August 12, 2011, in order to address permitting and inspection issues; and

WHEREAS, on January 5, 2012, the City Manager extended the Contract Time through April 12, 2012 in order to address additional requirements imposed by Miami-Dade County; and

WHEREAS, on January 10, 2012, the City Commission approved Resolution No. 2012-01 approving Change Order No. 11 expanding the scope of services under the Agreement to provide additional milling, resurfacing, and pavement markings of 21,356 square feet of area from North Treasure Drive to Kennedy Causeway at a cost of $38,777.64; and

WHEREAS, the City desires to expand the scope of services under the Agreement with Metro and approve Change Order No. 12 to place the 12" sewer force main out of service at a cost of $159,355 and to extend the Contract Time through December 15, 2013 to allow adequate time to complete the sewer force main shut down and for the anticipated completion of the new sewer force main extension from the City Hall pump station to the New Miami Bound sewer force main; and

WHEREAS, the City Manager, Public Works Director and Consulting Engineer

11 E(5)

have reviewed the attached Change Order, determined it is acceptable and consistent with the current contract, and recommends approval of the proposed change order.

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

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

Section 2. **Approval of Change Order.** That Change Order No. 12 to the Design- Build Agreement between the City and Metro Equipment Service, Inc, for placing the 12" sewer force main out of service at a cost of $159,355 and extending the Contract Time to December 15, 2013, 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.** 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 Change Order.

Section 4. **Execution of the Agreement.** City Manager is authorized to execute the Change Order on behalf of the City, to execute any required agreements and/or documents to implement the terms and conditions of the Change Order, 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.

11 E (6)

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	_____

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: Metro Equipment-Change Order No. 12.

11 E (7)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:	30 FM Rehab Design-Build 1700 Kennedy Causeway Suite #132 North Bay Village, FL 33141	CHANGE ORDER #:	12
		CHANGE ORDER DATE:	07/25/2012
		PROJECT #s:	RFP 2009-03
TO:	Metro Equipment Service, Inc. 7171 SW 62 Ave., Suite 502 Miami, Fl 33143	DATE OF CONTRACT:	10/27/2009
		FOR:	

The Contract is changed as follows:

12" Force Main Place Out Of Service
See attached proposal

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$303,826.72
The Contract Sum prior to this Change Order was	$4,760,838.72
The Contract Sum will be increased by this Change Order in the amount of	$159,355.30
The new Contract Sum including this Change Order will be	$4,920,194.02
The Contract Time will be increased by Two-hundred one days	612 days.
The date of Substantial Completion as of this Change Order therefore is	12/15/2013

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	7171 SW 62 Ave., Suite 502	1700 Kennedy Causeway Suite #132
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33143	North Bay Village, FL 33141
BY (Signature)	BY (Signature) For	BY (Signature)
Stefano Viola, P.E.	Abbey Fiallo	Sam Zamacona, E.I.
(Typed Name)	(Typed Name)	(Typed Name)
DATE 9/6/12	DATE 9-6-12	DATE

Quantum Software Solutions, Inc. Document

11 E(8)

PROPOSAL FORM

The following Proposal form is presented to assist the Owner in evaluating the costs. In the event of discrepancy, the Total Proposal Amount will govern. Payment shall be made for the items listed on the Proposal form on the basis of the work actually performed and completed. **Upon acceptance, this Proposal will be subject to the Terms and Conditions of the Contract Document for the Force Main Rehabilitation Design-Build Project (RFP #2009-03) as Change Order #~~11~~ 12 SR**

Item	Description	Estimated Quantity	Unit	Price	Value
1.	Mobilization, MOT, Bonds & Insurance	1	LS	$20,000.00	20,000.00
2.	Install concrete vault and cover	2	EA	$12,440.25	$24,880.50
3.	Install pigging station piping and accessories	2	EA	$15,000.00	$30,000.00
4.	Clean, test, and fill existing force main	1	LS	$65,920.80	$65,920.80
5.	Roadway and site restoration	1	LS	$8,554.00	$8,554.00
6.	Allowance	1	LS	$10,000	$10,000

TOTAL PROPOSAL AMOUNT $ $159,355.30

TOTAL PROPOSAL AMOUNT (IN WORDS) One hundred fifty-nine thousand three hundred fifty-five and 30/100

11E(9)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:	30 FM Rehab Design-Build 1700 Kennedy Causeway Suite #132 North Bay Village, FL 33141	CHANGE ORDER #:	11
		CHANGE ORDER DATE:	01/05/2012
		PROJECT #s:	RFP 2009-03
TO:	Metro Equipment Service, Inc. 7171 SW 62 Ave., Suite 502 Miami, Fl 33143	DATE OF CONTRACT:	10/27/2009
		FOR:	

The Contract is changed as follows:

Area: Hispanola (South of street pavement marking near causeway to N. Treasure Drive E.) - 21,356 Sq/Ft @ $1.40/Sq.Ft. Lay a leveling course with hot mix asphalt throughout the intersection, mill 1" all throughout the area, properly clean area prior to applying tack, tack area with SS1-H asphalt emulsion, pave 1" of S-3 hot asphalt.

Striping. Thermo. $5,354.00 2,480 LF and 212 RPMs

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$265,049.08
The Contract Sum prior to this Change Order was	$4,722,061.08
The Contract Sum will be increased by this Change Order in the amount of	$38,777.64
The new Contract Sum including this Change Order will be	$4,760,838.72
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	7171 SW 62 Ave., Suite 502	1700 Kennedy Causeway Suite #132
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33143	North Bay Village, FL 33141
BY (Signature)	BY (Signature)	BY (Signature)
(Typed Name)	Javier Garcon (Typed Name)	Dennis Kelly (Typed Name)
DATE	DATE 1-5-12	DATE 1/10/2012

Quantum Software Solutions, Inc. Document

Approved by Resolution
2012-001

~~11 A (12)~~
11 E (10)

METRO EQUIPMENT SERVICE

Metro Equipment Service Inc.

Date: March 5, 2012
INVOICE # 111

To

Dennis Kelly
City of North Bay Village
1700 Kennedy Causeway,
Suite 132
North Bay Village, FL 33141

Customer ID

Project Manager	Job	Payment Terms	Due Date
Abbey Fiallo	FM Rehab Design Build	Due on receipt	Due on receipt

Item	Description	Budget Cost	Line Total
1	Paving		$33,423.64
2	Striping		$5,354.00
	Subtotal		$38,777.64
	0% Retainage		0
	Total		$38,777.64

Make all checks payable to Metro Equipment Service Inc.

Thank you for your business!

11 E(11)

Metro Equipment Service Inc. 7171 SW 62 AVE STE 502 (305) 740-3303 (305) 740-3305 AFMETRO@Bellsouth.net

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: 30
FM Rehab Design-Build
1700 Kennedy Causeway Suite #132
North Bay Village, FL 33141

TO: Metro Equipment Service, Inc.
7171 SW 62 Ave., Suite 502
Miami, Fl 33143

CHANGE ORDER #: 10
CHANGE ORDER DATE: 01/05/2012
PROJECT #s: RFP 2009-03
DATE OF CONTRACT: 10/27/2009
FOR:

The Contract is changed as follows:

Time extension persuant to resolution 2011-34.

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$265,049.08
The Contract Sum prior to this Change Order was	$4,722,061.08
The Contract Sum will be unchanged by this Change Order	$0.00
The new Contract Sum including this Change Order will be	$4,722,061.08
The Contract Time will be increased by Two hundred forty-four	244 days.
The date of Substantial Completion as of this Change Order therefore is	04/12/2012

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT / Engineer	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	7171 SW 62 Ave., Suite 502	1700 Kennedy Causeway Suite #132
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33143	North Bay Village, FL 33141
Gary R Ratay		
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Javier Garcon	Dennis Kelly
(Typed Name)	(Typed Name)	(Typed Name)
DATE 1-5-2012	DATE 1-5-12	DATE 1/5/12

Quantum Software Solutions, Inc. Document

11 E(12)

CHANGE ORDER SUMMARY TABLE

PROJECT: City of North Bay Village
Force Main Rehabilitation Design-Build Project
RFP #2009-03

CONTRACT AMOUNT: $4,467,012.00

PROJECT MGR. Gary R Ratay
KHA Project No. 043138006

CONTRACTOR Metro Equipment Services, Inc.
Metro Project No. 30

Change Order Number	Date Authorized	Change Order Description	Original Contract Amount	Change Order Amount	Revised Contract Amount	Net Change Order Amount to Date
1	4/13/10	Additional material and time for revised pipe route	$4,457,012.00	$90,012.81	$4,547,024.81	$90,012.81
2	4/13/10	Additional design and survey for revised pipe route		$29,526.74	$4,576,551.55	$119,539.55
3	4/13/10	Buy America cost increase		$12,783.25	$4,589,334.80	$132,322.80
4	4/13/10	Additional PR services		$30,000.00	$4,619,334.80	$162,322.80
5	9/24/10	Change from DIPS to IPS HDPE pipe		-$14,850.00	$4,604,484.80	$147,472.80
6	12/16/10	Additional Asphalt		$2,910.00	$4,607,394.80	$150,382.80
7	12/16/10	Time extension only		$0.00	$4,607,394.80	$150,382.80

11 of 13

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: 30
FM Rehab Design-Build
1666 Kennedy Causeway, Suite 700
N. Bay Village, Fl 33140

TO: Metro Equipment Service, Inc.
7171 SW 62 Ave., Suite 502
Miami, Fl 33143

CHANGE ORDER #: 7
CHANGE ORDER DATE: 12/06/2010
PROJECT #s: RFP 2009-03
DATE OF CONTRACT: 10/27/2009
FOR:

The Contract is changed as follows:

Additional time extension to the contract due to delays encountered during permitting application (DERM) & review by county agency (MDWASD).

New Substantial Completion Date is April 30, 2011.

New Final Completion date is May 10, 2011.

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$150,382.80
The Contract Sum prior to this Change Order was	$4,607,394.80
The Contract Sum will be unchanged by this Change Order	$0.00
The new Contract Sum including this Change Order will be	$4,607,394.80
The Contract Time will be increased by one hundred thirty-five	135 days.
The date of Substantial Completion as of this Change Order therefore is	05/10/2011

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	7171 SW 62 Ave., Suite 502	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33143	N. Bay Village, Fl 33140
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Abbey Fiallo	Bob Pushkin Sam Zamacona
(Typed Name)	(Typed Name)	(Typed Name)
DATE 12/16/10	DATE 12-16-10	DATE 12/16/10

Quantum Software Solutions, Inc. Document

11 E(14)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: 30
FM Rehab Design-Build
1666 Kennedy Causeway, Suite 700
N. Bay Village, Fl 33140

TO: Metro Equipment Service, Inc.
7171 SW 62 Ave., Suite 502
Miami, Fl 33143

CHANGE ORDER #: 6
CHANGE ORDER DATE: 12/06/2010
PROJECT #s: RFP 2009-03
DATE OF CONTRACT: 10/27/2009
FOR:

The Contract is changed as follows:

Addtional asphalt trench restoration@ Hispanola & N. Treasure Drive.

8" of limerock & 2" asphalt - 35 s.y. @ $ 42.00/sy = $ 1,470.00

Asphalt removal, regarading & paving of 2" of asphlat - 48 s.y. @ $ 30.00/s.y. = $ 1,440.00

Total - $ 2,910.00

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$147,472.80
The Contract Sum prior to this Change Order was	$4,604,484.80
The Contract Sum will be increased by this Change Order in the amount of	$2,910.00
The new Contract Sum including this Change Order will be	$4,607,394.80
The Contract Time will be increased by zero	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	7171 SW 62 Ave., Suite 502	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33143	N. Bay Village, Fl 33140
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Abbey Fiallo	Bob Pushkin Sam Zamadona
(Typed Name)	(Typed Name)	(Typed Name)
DATE 12/16/10	DATE 12-16-10	DATE 12/16/10

Quantum Software Solutions, Inc. Document

11 E(15)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:	30 FM Rehab Design-Build 1666 Kennedy Causeway, Suite 700 N. Bay Village, Fl 33140	CHANGE ORDER #:	5
		CHANGE ORDER DATE:	09/14/2010
		PROJECT #s:	RFP 2009-03
TO:	Metro Equipment Service, Inc. 7171 SW 62 Ave., Suite 502 Miami, Fl 33143	DATE OF CONTRACT:	10/27/2009
		FOR:	

The Contract is changed as follows:

Credit issued to the City of North Bay Village for the substituiton of 20" IPS DR 9 pipe

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$162,322.80
The Contract Sum prior to this Change Order was	$4,619,334.80
The Contract Sum will be decreased by this Change Order in the amount of	($14,850.00)
The new Contract Sum including this Change Order will be	$4,604,484.80
The Contract Time will be increased by zero	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	7171 SW 62 Ave., Suite 502	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33143	N. Bay Village, Fl 33140
Gary Ratay		
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay		Bob Pushkin Sam Zamacona
(Typed Name)	(Typed Name)	(Typed Name)
DATE 9/24/10	DATE 9-24-10	DATE 9/24/10

Quantum Software Solutions, Inc. Document

11 E(16)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: 30
FM Rehab Design-Build
1666 Kennedy Causeway, Suite 700
N. Bay Village, Fl 33140

TO: Metro Equipment Service, Inc.
9425 Sunset Dr. # 225
Miami, Fl 33173

CHANGE ORDER #: 4
CHANGE ORDER DATE: 07/09/2010
PROJECT #s: RFP 2009-03
DATE OF CONTRACT: 10/27/2009
FOR:

The Contract is changed as follows:

Additional costs associated with the City's request to increase the amount of public relations & graphic design work.

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$132,322.80
The Contract Sum prior to this Change Order was	$4,589,334.80
The Contract Sum will be increased by this Change Order in the amount of	$30,000.00
The new Contract Sum including this Change Order will be	$4,619,334.80
The Contract Time will be increased by zero	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	9425 Sunset Dr. # 225	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33173	N. Bay Village, Fl 33140
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Abbey Fiallo	Bob Pushkin Sam Zamacona
(Typed Name)	(Typed Name)	(Typed Name)
DATE 4/13/10	DATE 4-13-10	DATE 4/13/10.

Quantum Software Solutions, Inc. Document

11E(17)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:	30 FM Rehab Design-Build 1666 Kennedy Causeway, Suite 700 N. Bay Village, Fl 33140	CHANGE ORDER #:	3
		CHANGE ORDER DATE:	07/09/2010
		PROJECT #s:	RFP 2009-03
TO:	Metro Equipment Service, Inc. 9425 Sunset Dr. # 225 Miami, Fl 33173	DATE OF CONTRACT:	10/27/2009
		FOR:	

The Contract is changed as follows:

Costs associated with meeting AARA requirements for materials/fittings.

The original Contract Sum was	$4,467,012.00
The net change by previously authorized Change Orders is	$119,539.55
The Contract Sum prior to this Change Order was	$4,576,551.55
The Contract Sum will be increased by this Change Order in the amount of	$12,783.25
The new Contract Sum including this Change Order will be	$4,589,334.80
The Contract Time will be increased by zero	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	9425 Sunset Dr. # 225	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33173	N. Bay Village, Fl 33140
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Abbey Fiallo	Bob Pushkin Sam Zamacona
(Typed Name)	(Typed Name)	(Typed Name)
DATE 4/13/10	DATE 4-13-10	DATE 4/13/10

Quantum Software Solutions, Inc. Document

11E(18)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: 30
FM Rehab Design-Build
1666 Kennedy Causeway, Suite 700
N. Bay Village, Fl 33140

TO: Metro Equipment Service, Inc.
9425 Sunset Dr. # 225
Miami, Fl 33173

CHANGE ORDER #: 2
CHANGE ORDER DATE: 07/09/2010
PROJECT #s: RFP 2009-03
DATE OF CONTRACT: 10/27/2009
FOR:

The Contract is changed as follows:

Costs associated with additional survey & design/engineering associated with modified pipe route on Pelican Harbor.

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$90,012.81
The Contract Sum prior to this Change Order was	$4,547,024.81
The Contract Sum will be increased by this Change Order in the amount of	$29,526.74
The new Contract Sum including this Change Order will be	$4,576,551.55
The Contract Time will be increased by zero	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Kimley Horn & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	9425 Sunset Dr. # 225	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33173	N. Bay Village, Fl 33140
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Abbey Fiallo	bob Pushkin Sam Zamarone
(Typed Name)	(Typed Name)	(Typed Name)
DATE 4/13/10	DATE 4-13-10	DATE 4/13/10

Quantum Software Solutions, Inc. Document

11G

11E(19)

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:	30 FM Rehab Design-Build 1666 Kennedy Causeway, Suite 700 N. Bay Village, Fl 33140	CHANGE ORDER #:	1
		CHANGE ORDER DATE:	07/09/2010
		PROJECT #s:	RFP 2009-03
TO:	Metro Equipment Service, Inc. 9425 Sunset Dr. # 225 Miami, Fl 33173	DATE OF CONTRACT:	10/27/2009
		FOR:	

The Contract is changed as follows:

For furnishing & installing additional 20" HDPE & 16" PVC pipe associated with modified pipe route on Pelican Harbor..

The original Contract Sum was	$4,457,012.00
The net change by previously authorized Change Orders is	$0.00
The Contract Sum prior to this Change Order was	$4,457,012.00
The Contract Sum will be increased by this Change Order in the amount of	$90,012.81
The new Contract Sum including this Change Order will be	$4,547,024.81
The Contract Time will be increased by sixty	60 days.
The date of Substantial Completion as of this Change Order therefore is	12/26/2010

Not valid until signed by all parties below.

Kimley Hom & Asc.	Metro Equipment Service, Inc.	City of North Bay Village
ARCHITECT	CONTRACTOR	OWNER
5200 NEW 33 Ave., Suite 109	9425 Sunset Dr. # 225	1666 Kennedy Causeway, Suite 700
ADDRESS	ADDRESS	ADDRESS
Ft. Lauderdale, Fl 33309	Miami, Fl 33173	N. Bay Village, Fl 33140
Gary Ratay		
BY (Signature)	BY (Signature)	BY (Signature)
Gary Ratay	Abbey Fiallo	Bob Pushkin Sam Zamacona
(Typed Name)	(Typed Name)	(Typed Name)
DATE 4/13/10	DATE 4-13-10	DATE 4/13/10

Quantum Software Solutions, Inc. Document

11 E(20)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

To: The Honorable Mayor and City Commissioners

From: Dennis W. Kelly, City Manager

CC: Ms. Jenice Rosado, HR Manager
Robert Daniels, Police Chief
Planning & Zoning Board
Citizens Budget & Oversight Board

Date: August 8, 2012

Subject: Request for confirmation for permanent employment/contracting of Finance Director and Planning Consultant respectively.

In accordance with Section 4.01.G.2. of the City Charter (copy attached) the City Manager is obligated to submit appointments of new department heads to the Commission for confirmation. Two Department Head (or equivalent) positions were vacated this past Spring and their replacements were hired on an interim basis. The two positions are Finance Director and Planning Consultant.

The Human Resources Manager advertised both positions, received applications, organized a screening committee for each position, vetted the applications and submitted a short list of three (3) finalists to the City Manager for his consideration. The City Manager interviewed the three (3) finalists for each position and formulated this recommendation to the City Commission.

Following the ads, the City received seven (7) applications for the Finance Director's position and ten (10) applications for the Planning Consultant's position. Two committees were formed to review the applications and narrow the list to a recommended three (3) semi-finalists for each position to be interviewed by the City Manager. The screening committee for the Finance Director was comprised of the HR Manager Jenice Rosado, Police Chief Bob Daniels and Chairman of the Budget Oversight Committee Mr. Al Gentry. The screening committee for the Planning Consultant was comprised of the HR Manager, Police Chief and the Chairman of the P & Z Board Mr. Ray Trujillo.

11F(1)

Following the interviews of the three semi-finalists in each category by the City Manager the following are recommended to the City Commission for confirmation:

For Finance Director: Mr. Bert Wrains

For Planning Consultant: Mr. Jim LaRue (Mr. LaRue requires a two step process: if confirmed, then a contract will need to be negotiated-that will be brought back for the October meeting).

Resume's for each are attached.

Thank you in advance for your consideration.

11F(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
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, 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.

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

DK:yph

11F(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, 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. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

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

WHEREAS, Section 4.01 of the City Charter requires the City Manager to submit appointments of new department heads to the Commission for confirmation; and

WHEREAS, Section 3.01 of the City Charter provides that the City Commission shall appoint all consultants; and

WHEREAS, the City Manager recommends appointment of LaRue Planning and Management Services, Inc., as Planning Consultant for the City of North Bay Village.

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. **Appointment.** The City Commission hereby confirms the City Manager's recommendation and appoints LaRue Planning and Management Services, Inc., as Planning Consultant for the City of North Bay Village effective upon negotiation or terms and conditions and City Commission approval of a contract.

Section 3. **Authorization of City Officials.** The City Manager is directed to negotiate a contract with LaRue Planning and Management Services, Inc. for Planning Consultant services to the City, to be approved as to form and legality by the City Attorney, and present it for review and consideration by the City Commission.

11F(4)

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this day of _____, 2012.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, City Clerk

APPROVED AS TO FORM:

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

City of North Bay Village Resolution: Appointment of City Planner-Jim LaRue.

11F(5)

4.01. - City manager.

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

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

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

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

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

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

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

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

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;
2. Appoint, and when he deems it necessary for the good of the City, suspend or remove all city employees (except the City Attorney and all personnel in the Legal Department, including outside counsel representing the City) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He will submit appointments of new department heads to the Commission for confirmation;
3. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of

11F(6)

the independent auditor employed or retained by the Commission, or to the City Attorney or any outside counsel employed or retained by the Commission;

4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the City;
6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
8. Maintain a general accounting system for the City government and each of its offices, departments and agencies and exercise financial budgetary control over same;
9. Submit to the Commission and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
10. Make such other reports as the Commission may require concerning the operations of City departments, offices and agencies, subject to his direction and supervision;
11. Keep the Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the Commission concerning the affairs of the City;
12. Sign contracts on behalf of the City, when such contracts have been approved pursuant to law and this Charter.
13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the City Commission and to the City attorney;
14. Obtain competitive bids as prescribed by this Charter;
15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;
16. Act as purchasing agent for the City and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;
17. Supervise the issuance of City licenses and collect all special assessments, license fees and other revenues of the City and receive all monies due the City from county, state and federal governments. Also, to pursue and obtain those monies made available to the City from state and federal grants and similar sources;
18. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

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

11F(7)

City of North Bay Village
Memorandum

To: Dennis Kelly, City Manager

Date: July 5, 2012

From: Jenice Rosado, Human Resource Manager

CC: Robert Daniels, Chief of Police; Al Gentry, Chair of Budget and Oversight Board; Reinaldo Trujillo, Chair of Planning and Zoning Board

Subject: **Finance Director and City Planner Applicants**

At the moment, the Recommendation Committees for the positions of Finance Director and City Planner have met and reached their decisions. The Finance Director Committee consisted of Chief Daniels, Citizens Budget and Oversight Board Chair Al Gentry and I as HR Manager. The City Planner Committee consisted of Chief Daniels, Planning and Zoning Board Chair Reinaldo Trujillo and I as HR Manager. I thank everyone for their hard work in reviewing these resumes / applications.

After review of resume's and applications for these two positions, the top candidates recommended to you for interview are the following:

Finance Director:

Bert Wrains / Charles Smith / Larry Tibbs

City Planner:

Jim Larue / David Hennis / Robert Franke

11F(8)

I found it very productive to have a member of each of the positions City Boards participating in the Committees. Board members are very active in dealing with issues related to either of these departments and the insight that both Mr. Gentry and Mr. Trujillo were able to provide on the review of these candidates was very insightful and gave us another perspective of analysis. I recommend this Committee system be used from now on for future hire of Management staff.

For the Committee of Finance Director and City Planner, the current interim Finance and City Planner hires were discussed and conclusion reached that both of these interim hires have proven, in their short time as interim, to have a wealth of experience and great character at performing the interim role for these positions. However, the Committees have still chosen three top candidates for each position that they would recommend you interview. Furthermore, for the position of City Planner there are particular issues from each candidate's application/resume that need clarification (please see me for details). Also, aside from particular clarification on application and resume issues, the Committee would like to see each candidate submit a sample of a comprehensive plan that each of them has written.

Please let me know of your decision to move forward in interviewing these or other candidates and I will begin to coordinate those appointments. After your interview and selection of your top candidate, I will run backgrounds on them (if we have not yet done so) and reach out to the past employers as well; as it is my understanding that your goal is to bring a hire recommendation for these positions to the City Commission at our August Commission meeting.

JR

11F(9)

Dennis Kelly

From: Jenice Rosado
nt: Thursday, July 05, 2012 4:59 PM
: Dennis Kelly
Cc: Robert Daniels; Al Gentry; 'Reinaldo Trujillo'
Subject: MEMO TO CITY MANAGER FINANCE DIRECTOR CITY PLANNER
Attachments: MEMO TO CITY MANAGER FINANCE DIRECTOR CITY PLANNER.pdf

Mr. Kelly,

Attached you will find a memo detailing the results of the Finance Director and City Planner Hire Recommendation Committee decisions. Please let me know if you have questions.

Thanks,
Jenice

11F(10)

Jenice Rosado

From: Jim LaRue [jim@larueplanning.com]
Sent: Friday, June 01, 2012 3:01 PM
Jenice Rosado
Dennis Kelly; Yvonne Hamilton; Bert Wrains
Subject: City Planner
Attachments: Response to planner request.pdf

Jenice,

Please consider the attached response to the ad for the City Planner position. Feel free to contact me if you have any questions.

Jim LaRue

LaRue Planning & Management Services, Inc.
Serving Florida Local Governments Since 1988

James G. LaRue, AICP
President

1375 Jackson Street #206
Fort Myers, FL 33901

(239) 334-3366
jim@larueplanning.com

www.larueplanning.com

11F(11)

LaRue Planning
& Management Services, Inc.

June 1, 2012

Ms. Jenice Rosado
Human Resources Manager
City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Re: Response to Request for City Planner

Dear Ms. Rosado:

LaRue Planning & Management Services, Inc. has provided planning services to the City of North Bay Village including site plan, variances and zoning review, preparation and completion of the City's 2006 Evaluation and Appraisal Report, the 2009 EAR-based Comprehensive Plan Amendments, the Water Supply Plan adopted in 2009, and the 2012 Interim Planning/Zoning Services.

The LaRue Team is comprised of myself as the project manager and other AICP planners who have served in Florida city and county management and administrative positions, and have community-based planning backgrounds. We are confident that the City of North Bay Village would be best served by a planning consulting firm with a team of talented, expert professionals ideally suited to complete the specialized consulting services you may request. We offer this alternative to the hiring of a full-time Planner.

We look forward with great enthusiasm for the opportunity to continue working with you on planning endeavors that reflect North Bay Village's unique character and vision.

Sincerely,

James G. LaRue

James G. LaRue, AICP
President

11F(12)

City of North Bay Village

1700 Kennedy Causeway, # 132
North Bay Village, Florida 33141
305-756-7171 Fax 305-756-7722
www.nbvillage.com

EMPLOYMENT APPLICATION

OFFICE USE ONLY
APPROVED ☐
DISAPPROVED ☐
REASONS:

BY:

INSTRUCTIONS: Please print or type all information completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification. Exaggerated, false, or misleading statements may be cause for rejection of the application and/or termination of employment. Eligibility for hire may be based on a rating of this application; therefore, completeness and accuracy is of the utmost importance.

Position Applied For: Interin Part Time City Planner

Last Name: LaRue First: James Middle Initial: G

Street Address: 5860 Untermeyer Court

City: North Fort Myers State: FL Zip Code 33903

Home Phone: Work/Message Phone: 239-334-3366 E-Mail: jim@larueplanning.com

Please Check Appropriate Response

1. Have you ever worked for the City of North Bay Village? ☐ Yes ☒ No

   If yes, please give date(s) of employment.

2. Are you a U.S. citizen? ☒ Yes ☐ No

   If no, are you authorized by Immigration and Naturalization to work in the U.S.? ☐ Yes ☐ No

   Alien #A:

   Admission #-

3. Will you work night shift? ☐ Yes ☒ No
   Will you work weekends? ☐ Yes ☒ No

4. Have you ever been fired, forced to resign, or resigned in lieu of termination? ☒ Yes ☐ No

   If yes, please explain below:

   Employer's Name: Lee County Date: 11/20/88

   Reason: Served as County Administrator dismissed not for cause but as leadership change.

5. Are you related to a City employee or is any member of your family employed by the City of North Bay Village? ☐ Yes ☒ No If yes, please give the person's

   Name:

   Relationship:

   Department:

6. Have you ever been found guilty of, had djudication withheld, or pled no contest to any violation of law? ☐ Yes ☒ No

   If yes, please give details below:

   Date:

   Agency:

   Offense/Charge:

   ☐ Felony ☐ Misdemeanor

   Outcome:

   Note: A conviction does not automatically mean you cannot be employed by the City of North Bay Village. The nature of the offense, how long ago it occurred, etc., are given consideration

   Attach additional sheets as needed.

7. Were you in the U. S. Armed Forces? ☐ Yes ☒ No
   Did you receive an honorable discharge? ☐ Yes ☐ No
   Do you claim veteran's preference? ☐ Yes ☐ No

   If yes, copy of your DD214 must accompany this application.

11F(13)

INSTRUCTIONS: Beginning with your present or most recent job, describe your paid work experience for the past ten (10) years and list a minimum of three (3) employers. List each promotion or transfer as a separate job even if they were with the same employer. Include military, part time, and self-employment. List all gaps in work history in spaces provided. If you have more than four (4) separate periods of employment, sign and attach sheets in the same format as below. Resumes will not be accepted as official applications.

CURRENT JOB STATUS	☐ UNEMPLOYED ☐ IN SCHOOL	FROM (MM/YY)		TO (MM/YY)	
self employed		1988		current	

PRESENT OR MOST RECENT EMPLOYER						Employer	
From		To		Total Time		Address	
Mo Yr		Mo Yr		Yr Mo		Telephone Number	
Hours per week						Your Job Title	
Starting Salary	$		per			Supervisor's Name / Title	
Last Salary	$		per			Reason for Leaving Position	
Number of Employees Supervised (if Applicable):						May we contact your present employer? ☐Yes ☐No	

Specific Duties:

Self employed for last 23.5 years

BETWEEN THESE JOBS (If applicable)	☐ UNEMPLOYED ☐ IN SCHOOL	FROM (mm/yy)		TO (mm/yy)	

PRESENT OR MOST RECENT EMPLOYER						Employer	
From		To		Total Time		Address	
Mo Yr		Mo Yr		Yr Mo		Telephone Number	
Hours per week						Your Job Title	
Starting Salary	$		per			Supervisor's Name / Title	
Last Salary	$		per			Reason for Leaving Position	
Number of Employees Supervised (if Applicable):						May we contact your present employer? ☐Yes ☐No	

Specific Duties:

11F(15)

VETERAN'S PREFERENCE

Are you claiming Veteran's preference? ☐ YES ☒ NO
(Copy of DD 214 must be submitted with application. Disabled veterans must submit document from: Department of Defense, Veteran's Administration or Division of Veteran's Affairs certifying a service-connected disability.)

Have you claimed this preference for any other position since October 1, 1987? ☐ YES ☒ NO
Where? _____ Were you hired? ☐ YES ☒ NO

Your Veteran's Preference shall be deemed to have expired if you have been previously employed by any state or any agency of a political subdivision of the state.
If you are a preference eligible applicant and a non-preference eligible is appointed to the position, you are entitled to request an investigation by the Florida Division of Veteran's Affairs, P.O. Box 1437, St. Petersburg, FL 33731 within twenty-one (21) days after you receive written notice that the position has been filled.

Date 3/22/12 Applicants Signature James S. Frahue

PERSONAL REFERENCES

May not be a family member or employment related

Name	Address	Phone	How long have you known?

11F(16)

City of North Bay Village

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION SURVEY

TO ALL APPLICANTS:
The following information is being gathered by the City of North Bay Village for research, affirmative action, and federal EEO reporting requirements.

If you choose not to answer any of the items, you will not be subject to adverse treatment; however, we urge you to do so and assure you that this information will not be used to evaluate your application, and will be kept confidential.

Job / Position Applied for: Interim Part Time City Planner

Date of Birth (MM/DD/YYYY) 7/31/1944

Gender

☒ Male ☐ Female

Race/Ethnic Categories (Check One)

☐ Black (Not of Hispanic origin): All persons having origins in any Black racial groups Africa.

☐ Asian or Pacific Islander: includes all persons having origins in the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

☐ Hispanic: includes all persons of Mexican, Puerto Rican, Cuban, South American, or Spanish culture or origin, regardless of race.

☐ American Indian or Alaskan native: includes all person having origins in North America, and who maintain cultural identification through tribal affiliation or community recognition.

☒ White (not of Hispanic origin): includes all persons having origins in Europe, North Africa, and The Middle East.

☐ Other: includes Aleuts, Eskimos, Malayans, Thais, and others not covered by a specific category.

☐ If this category is checked, indicate specific ethnicity or national origin:_____

HOW DID YOU LEARN OF THIS POSITION?

☐ Ad in newspaper
☐ Ad in trade journal
☐ Ad on Radio
☐ Job Line
☐ City bulletin board/walk-in
☐ Friend
☒ City employee
☐ Internet
☐ Job Fair
☐ Agency Referral
☐ Other

11F(17)

Did You:

Answer all questions completely?

Cover a full 10 year employment history?

Explain all gaps in employment?

Complete application supplement, if applicable?

Submit copies of documents requested, if applicable?

Sign and date the application?

Please read this statement carefully before signing below:

The City of North Bay Village is an Equal Opportunity Employer. The City of North Bay Village does not discriminate on the basis of age, race, religion, sex, national origin, sexual orientation, disability or any legally protected classification of employment, promotional opportunities or in the selection of volunteers or interns.

I hereby certify that each response on this application and all other information I have furnished in applying for employment with the City of North Bay Village is true and correct. I understand that any incorrect, incomplete, or false statement or information I have furnished may subject me to disqualification in an examination or to discharge at any time.

Copies of Education Documents, Photo Identification, and Social Security Card must be submitted prior to employment. All information is subject to investigation and verification.

Subsequent to a conditional offer of employment, I give my consent to the City of North Bay Village to conduct a complete criminal background investigation, motor vehicle record check, reference checks and pre-employment physical examination which may include a drug screen as required by the Drug Free Workplace Program and any other selection processes at a later date prior to a final job offer.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact may result in disqualification or dismissal.

James B LaRue

SIGNATURE OF APPLICANT **DATE**

Notes:

- **Applicants must provide copies of documents required with application.**
- **If you require special testing accommodations due to a disability, please notify the staff BEFORE the test date.**

BACKGROUND INFORMATION RELEASE WAIVER

In connection with my application for employment with the City of North Bay Village, I understand a background investigation, in accordance with the Fair Credit Reporting Act and all State and Federal laws, is to be conducted and may include information about my personal character, abilities, work habits, mode of living, residency, immigration status, general reputation, performance, experience and other qualities pertinent towards determining my qualifications for employment.

I understand, according to the Fair Credit Reporting Act I am entitled to know if employment is denied because of information obtained by any prospective employer from a Consumer Credit, I will be informed whether an Investigative Consumer Report was requested and will be given full information as to the nature and scope of this investigation, as well as the name of the reporting agency or sources of information.

I understand that during this background investigation, the City of North Bay Village may make inquiries and request information including but not limited to my criminal history, consumer credit history, employment history, driving history, military history, medical history, workers' compensation history, education, professional licensing, including information of a confidential or privileged nature.

I hereby authorize, without reservation any party (including, but not limited to, past and present employers, Law Enforcement agencies, state agencies, institutions and private information bureaus or repositories) contacted by the City Of North Bay Village, to furnish any or all of the above mentioned information.

In addition, I hereby release the City of North Bay Village, and its agents or representatives, from any and all liability for damages arising from this background investigation and the disclosure of the requested information. I further release and discharge from all liability, any companies, agencies, officials, officers, employees, and other persons, who, in good faith provides to the City of North Bay Village any of the above mentioned requested information obtained during the course of the background investigation.

I will also allow a photocopy or facsimile of this Background information Release Waiver to be as valid as the original.

James G. LaRue
PRINT FULL NAME

James G LaRue
SIGNATURE

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22 day of March, 2012
MONTH YEAR

By: James G. LaRue

Personally known by me _____ ~~Produced Identification Type of Identification produced~~

SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA

Gloria L. Pellito
Commissioned Name of Notary Public

Stamp

GLORIA L. PELLITO
MY COMMISSION # EE125341
EXPIRES: September 18, 2015
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

11F(19)

CITY PLANNER
City of North Bay Village

Contract/consulting position, salary negotiable DOQ. Responsible for all planning activities of the City including but not limited to interpretation and editing of City Code and attendance at meetings as required. MA degree urban planning 5+ yrs exp in municipal planning. For full application details, please see City website Human Resource Department Job Opening Section at www.nbvillage.com.

(May 10, 2012)

11F(20)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

To: The Honorable Mayor and City Commissioners

From: Dennis W. Kelly, City Manager

CC: Ms. Jenice Rosado, HR Manager
Robert Daniels, Police Chief
Planning & Zoning Board
Citizens Budget & Oversight Board

Date: August 8, 2012

Subject: Request for confirmation for permanent employment/contracting of Finance Director and Planning Consultant respectively.

In accordance with Section 4.01.G.2. of the City Charter (copy attached) the City Manager is obligated to submit appointments of new department heads to the Commission for confirmation. Two Department Head (or equivalent) positions were vacated this past Spring and their replacements were hired on an interim basis. The two positions are Finance Director and Planning Consultant.

The Human Resources Manager advertised both positions, received applications, organized a screening committee for each position, vetted the applications and submitted a short list of three (3) finalists to the City Manager for his consideration. The City Manager interviewed the three (3) finalists for each position and formulated this recommendation to the City Commission.

Following the ads, the City received seven (7) applications for the Finance Director's position and ten (10) applications for the Planning Consultant's position. Two committees were formed to review the applications and narrow the list to a recommended three (3) semi-finalists for each position to be interviewed by the City Manager. The screening committee for the Finance Director was comprised of the HR Manager Jenice Rosado, Police Chief Bob Daniels and Chairman of the Budget Oversight Committee Mr. Al Gentry. The screening committee for the Planning Consultant was comprised of the HR Manager, Police Chief and the Chairman of the P & Z Board Mr. Ray Trujillo.

11G(1)

Following the interviews of the three semi-finalists in each category by the City Manager the following are recommended to the City Commission for confirmation:

For Finance Director: Mr. Bert Wrains

For Planning Consultant: Mr. Jim LaRue (Mr. LaRue requires a two step process: if confirmed, then a contract will need to be negotiated-that will be brought back for the October meeting).

Resume's for each are attached.

Thank you in advance for your consideration.

11G(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/yh
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, CONFIRMING THE APPOINTMENT OF ELBERT E. WRAINS AS FINANCE DIRECTOR PURSUANT TO SECTION 4.01 OF THE CITY CHARTER; SETTING AN EFFECTIVE DATE.**

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

DK:yph

11G(3)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF ELBERT E. WRAINS AS FINANCE DIRECTOR PURSUANT TO SECTION 4.01 OF THE CITY CHARTER; SETTING AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

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

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

WHEREAS, the City Manager desires to appoint Elbert E. Wrains as Finance Director with the City of North Bay Village effective October 1, 2012.

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. **Appointment.** The City Commission hereby confirms the appointment of Elbert E. Wrains as Finance Director with the City of North Bay Village effective October 1, 2012.

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

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

FINAL VOTE AT ADOPTION:

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

11G(4)

PASSED AND ADOPTED this day of _____, 2012.

_____

Connie Leon-Kreps, Mayor

ATTEST:

_____

Yvonne P. Hamilton, City Clerk

APPROVED AS TO FORM:

_____

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

City of North Bay Village Resolution: Appointment of Finance Director-Elbert E. Wrains.

11-G(5)

4.01. - City manager.

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

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

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

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

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

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

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

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

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;
2. Appoint, and when he deems it necessary for the good of the City, suspend or remove all city employees (except the City Attorney and all personnel in the Legal Department, including outside counsel representing the City) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency. He will submit appointments of new department heads to the Commission for confirmation;
3. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of

11G(6)

the independent auditor employed or retained by the Commission, or to the City Attorney or any outside counsel employed or retained by the Commission;

4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the City;
6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
8. Maintain a general accounting system for the City government and each of its offices, departments and agencies and exercise financial budgetary control over same;
9. Submit to the Commission and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
10. Make such other reports as the Commission may require concerning the operations of City departments, offices and agencies, subject to his direction and supervision;
11. Keep the Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the Commission concerning the affairs of the City;
12. Sign contracts on behalf of the City, when such contracts have been approved pursuant to law and this Charter.
13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the City Commission and to the City attorney;
14. Obtain competitive bids as prescribed by this Charter;
15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;
16. Act as purchasing agent for the City and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;
17. Supervise the issuance of City licenses and collect all special assessments, license fees and other revenues of the City and receive all monies due the City from county, state and federal governments. Also, to pursue and obtain those monies made available to the City from state and federal grants and similar sources;
18. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

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

11G(7)

Elbert E. Wrains
3511 NW 5 Avenue
Oakland Park, FL 33309
(954) 610-7979
wrainsb@bellsouth.net

Resume **June 4, , 2012**

Town of Southwest Ranches, Florida

Consultant, Transition Period	December 2011 to March 2012
Interim Town Administrator	June 2011 to December 2011
Assistant Finance Director	July 2010 to January 2011

Salary rate ranged from $34,900 to $91,500 per year depending on position that I served the Town.

City of Plantation, Florida

Financial Consultant / Accountant	December 2009 to April 2010

Salary rate - $83,200 per year

Town of Southwest Ranches, Florida

Interim Town Administrator	September 2008 to May 2009
Assistant Town Administrator	June 2007 to September 2008 and May 2009 to September 30, 2009
Finance Administrator	March 2007 to May 2007

Salary rate ranged from $91,500 to $128,000 per year depending on position that I served the Town.

City of Wilton Manors, Florida

Financial Consultant September 2006 to February 2007

- Assisted the City with the duties and responsibilities of the assistant finance director position.
- Prepared several portions of the final FY 2006 financial audit report as well as reviewed and approved all accounts payable and utility billing processes.
- Prepared several required financial and grant reports.

Salary rate - $62,500 per year

City of Lauderdale Lakes, Florida

Financial Consultant March 2011 to June 2011

Salary rate - Pro Bono

Consulted with City Manager and Finance Director on financial conditions

Financial Consultant February 2005 to August 2006

- Assisted City in reconciling all finance department accounts and records.
  - Prepared Federal and State audit reports.

Salary rate - $52,000 per year

City of Oakland Park, Florida

Served the City for 29 years in the following full time positions:

▪ Director of Office of Management and Budget	October 2001 to April 2002
▪ Director of Management Services and Finance	June 1995 to October 2001
▪ Finance Director	October 1981 to June 1995
▪ Assistant City Manager	May 1975 to September 1981
▪ Purchasing Agent	May 1973 to May 1989
▪ Administrative Assistant	May 1973 to April 1975

During my career with Oakland Park I was assigned and performed the following job duties in addition to my assigned positions:

- Acting City Manager
- Acting Director of Building and Code Enforcement
- Purchasing Agent
- Acting Planning Director
- Acting City Engineer
- Public Works Coordinator

Salary – upon retirement $96,900 per year

Education

- Corllins University (2009)
  - Bachelor of Business Administration
- Florida Atlantic University (1971 – 1972)
  - *Major: Business Management and Computer Systems Design*
- Broward Community College (1969 – 1970)
  - *Major: Computer Programming*
- Florida Government Finance Officers Association
  - CGFO Certification

Associations - Current & Past

- American Society for Public Administration (ASPA)
- International City Managers Association (ICMA)
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)
- National Institute Government Purchasing (NIGP)
- Florida City and County Managers Association (FCCMA)
- Broward City and County Managers Association (BCCMA)

Affiliations - Current & Past

- Broward County Historical Commissioner: Appointed by County Commission
- Oakland Park/Wilton Manors Chamber of Commerce: Appointed by City of Oakland Park Commission
- Broward County Community Action Agency
- Lloyd Estates Neighborhood Association -LENA

References

- William (Bill) Underwood, Finance Director, City of Oakland Park, Florida
  954-630-4252
- Bob Mays, Finance Director, City of Wilton Manors, Florida
  954-390-2141
- Dr. Irv Rosenbaum, D.P.A., Ed. D, New Community Strategies,
  954-680-4804
- Herb Herriman, Finance Director, City of Plantation, Florida
  954-797-2756

Dennis Kelly

From: Jenice Rosado
Sent: Thursday, July 05, 2012 4:59 PM
To: Dennis Kelly
Cc: Robert Daniels; Al Gentry; 'Reinaldo Trujillo'
Subject: MEMO TO CITY MANAGER FINANCE DIRECTOR CITY PLANNER
Attachments: MEMO TO CITY MANAGER FINANCE DIRECTOR CITY PLANNER.pdf

Mr. Kelly,

Attached you will find a memo detailing the results of the Finance Director and City Planner Hire Recommendation Committee decisions. Please let me know if you have questions.

Thanks,
Jenice

11G(11)

City of North Bay Village
Memorandum

To: Dennis Kelly, City Manager

Date: July 5, 2012

From: Jenice Rosado, Human Resource Manager

CC: Robert Daniels, Chief of Police; Al Gentry, Chair of Budget and Oversight Board; Reinaldo Trujillo, Chair of Planning and Zoning Board

Subject: **Finance Director and City Planner Applicants**

At the moment, the Recommendation Committees for the positions of Finance Director and City Planner have met and reached their decisions. The Finance Director Committee consisted of Chief Daniels, Citizens Budget and Oversight Board Chair Al Gentry and I as HR Manager. The City Planner Committee consisted of Chief Daniels, Planning and Zoning Board Chair Reinaldo Trujillo and I as HR Manager. I thank everyone for their hard work in reviewing these resumes / applications.

After review of resume's and applications for these two positions, the top candidates recommended to you for interview are the following:

Finance Director:

Bert Wrains / Charles Smith / Larry Tibbs

City Planner:

Jim Larue / David Hennis / Robert Franke

11G(12)

I found it very productive to have a member of each of the positions City Boards participating in the Committees. Board members are very active in dealing with issues related to either of these departments and the insight that both Mr. Gentry and Mr. Trujillo were able to provide on the review of these candidates was very insightful and gave us another perspective of analysis. I recommend this Committee system be used from now on for future hire of Management staff.

For the Committee of Finance Director and City Planner, the current interim Finance and City Planner hires were discussed and conclusion reached that both of these interim hires have proven, in their short time as interim, to have a wealth of experience and great character at performing the interim role for these positions. However, the Committees have still chosen three top candidates for each position that they would recommend you interview. Furthermore, for the position of City Planner there are particular issues from each candidate's application/resume that need clarification (please see me for details). Also, aside from particular clarification on application and resume issues, the Committee would like to see each candidate submit a sample of a comprehensive plan that each of them has written.

Please let me know of your decision to move forward in interviewing these or other candidates and I will begin to coordinate those appointments. After your interview and selection of your top candidate, I will run backgrounds on them (if we have not yet done so) and reach out to the past employers as well; as it is my understanding that your goal is to bring a hire recommendation for these positions to the City Commission at our August Commission meeting.

JR

FINANCE DIRECTOR
City of North Bay Village

Full time, salary DOQ plus excellent benefits. Responsible administering all financial transactions of the governmental and proprietary funds of the City including accounts payable & receivable, grants, employee payroll financial analysis and reporting, annual budget and audits. BA degree accounting or related field 10+ yrs exp. For full application details, please see City website Human Resource Department Job Opening Section at www.nbvillage.com.

(May 10, 2012)

11G-(14)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF ELBERT E. WRAINS AS FINANCE DIRECTOR PURSUANT TO SECTION 4.01 OF THE CITY CHARTER; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY CITY MANAGER DENNIS KELLY)*

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

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

WHEREAS, the City Manager desires to appoint Elbert E. Wrains as Finance Director with the City of North Bay Village effective October 1, 2012.

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. **Appointment.** The City Commission hereby confirms the appointment of Elbert E. Wrains as Finance Director with the City of North Bay Village effective October 1, 2012.

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

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

11G(15)

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this day of _____, 2012.

_____
Connie Leon-Kreps, Mayor

ATTEST:

_____
Yvonne P. Hamilton, City Clerk

APPROVED AS TO FORM:

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

City of North Bay Village Resolution: Appointment of Finance Director-Elbert E. Wrains.

11G(16)

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, 2012

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

FROM: Dennis Kelly
City Manager

SUBJECT: Redevelopment of Dr. Paul Vogel Park: Authorization to purchase two (2) picnic shelters.

RECOMMENDATION:

It is recommended that the City Commission approve a Resolution authorizing the City Manager to purchase two (2) picnic shelters similar to the recently installed shelter located on the West side of the park for $21,550 including signed and sealed engineered drawings, shipping and installation at Dr. Paul Vogel Park.

The two proposed 12 foot square picnic shelters with two white column design and blue metal roof identified in the Park Plans attached will be located directly above the existing park benches.

The Community Enhancement Board addressed the matter at its July 3, 2012 meeting and recommended the approval of the two new playground shelters to match the color and design of the existing shelter.

11 I (1)

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

BACKGROUND:

The City purchase a 16 square foot look out shelter with four white column design and blue metal roof including concrete footers from the same vendor.

The City received $415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

BUDGETARY IMPACT:

The funds for the two picnic shelters at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

ATTACHMENTS:

1) Resolution
2) Park Plans
3) Photograph of proposed picnic shelter and existing shelter for color reference.
4) Current park budget

11I(2)

ET & T Distributors, Inc.

947 Beville Rd. Ste 15
S. Daytona, Fl. 32119
386-322-7789 fax 386-322-4289
sales@ettflorida.com

ET&T Distributors Inc.

Estimate

DATE	ESTIMATE NO.
6/13/12	30192

State of Florida Minority Business Enterprise
www.ettflorida.com

Bill to:

Dr. Paul Vogel Park /
Sam Zamacona
North Bay Village, FL 33141

Ship To

Customer Phone	Customer Fax	Management Co.	Terms	REP	Customer Cont...	Job Name
305-821-1226			50% Dep/N...	AM	Sam Zamacona	Mini Shelters

ITEM	QTY	DESCRIPTION	COST	Total
KKat	2	#8450 - 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating	6,552.31	13,104.62T
KKat		Frame: Regal White Metal Roof: Regal Blue		0.00T
Engineering Dr...		Stamped and sealed engineered Drawing	850.00	850.00T
Korkat shipping		Shipping *150*	1,835.00	1,835.00T
Specialty Const...		Install/Set Up - ***This is good for installation on 2 shelters installed at the same time***	5,760.00	5,760.00T
		installation includes equipment listed attached quotation and assumes normal soil conditions and does not include any excavation (Including hidden rocks, trees / rots) which could result in additional cost to the customer.(Hard Dig) Site or ground preparation, landscaping, borders or surface media such as sand, mulch, rubber, is not included unless stated. We are not responsible for any damages to underground utilities, fences or irrigation lines etc.. unless they have been marked and brought too our attention. Customer is responsible for re-routing or capping underground piping or utilities.		
		*Installation includes Footers up to 3ft x 3ft x 3ft		

"Most people are about as happy as they make up their mind to be"

Sales Tax (0.00)	$0.00
Total	$21,549.62

***Your approval signature is required to process the above order. Your signature indicates that you have reviewed and approve the colors, quantities, and addresses exactly as it is listed above:**

Signature Required _____

Date _____

11I(3)

RESOLUTION NO. _____

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)***

WHEREAS, the City of North Bay Village (the "City ") has retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the City pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, in June of 2008, the City entered into an agreement with Kimley-Horn to provide engineering consulting services pursuant to the Continuing Services Agreement for the Force Main Rehabilitation Design-Build Project (the "Project"); and

WHEREAS, in Resolution No. 2008-18 the City authorized Kimley-Horn to provide design and construction administration services during the Design-Build phase of the Project; and

WHEREAS, in Resolution No. 2011-54 the City authorized Kimley-Horn to provide design services to finalize the project by placing the subaqueous 12" eastbound force main out of service.

WHEREAS, Kimley-Horn has prepared a Project Agreement to provide construction phase services to the City to finalize the project by placing the subaqueous 12" eastbound force main out of service.

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

11J(1)

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

Section 2. **Approval of the Project Agreement.** Project Agreement No. 03-12 between the City of North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for construction phase services for the Project in the amount of $12,900, a copy of which is attached as Exhibit "1," 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 Project Agreement.

Section 4. **Execution of the Project Agreement.** The City Manager is authorized to execute the Project Agreement on behalf of the City, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the City Attorney.

Section 5. **Authorization of Fund Expenditure.** The City Manager is authorized to expend budgeted funds to implement the terms and conditions of the Project Agreement.

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

PASSED AND ADOPTED this ____ day of September 2012.

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 _____

11J(2)

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

North Bay Village/Resolution/Kimley Horn & Associates-Force Main Rehabilitation Project Completion

11J(3)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **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.**

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

DK:yph

11J(4)

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

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 03-12

Placing an Existing 12" Force Main Out of Service
Construction Phase Services

11J(5)

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 03-12

Placing an Existing 12" Force Main Out of Service
Construction Phase Services

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

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide construction phase services associated with cleaning and placing out of service the City's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can be a redundant force main for emergency purposes only. The proposed construction phase services are described in the "Project Description" attached as Exhibit "1."

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

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

11J(6)

SECTION 2. DELIVERABLES

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

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed 120 days from the Commencement Date, shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of $12,900.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

11J(7)

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, CITY'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

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

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

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

11J(8)

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

11J(9)

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Gary R Ratay	Project Manager
Stefano Viola	Engineer
Shanda Layne	Administrative
Jeanine Woll	Administrative

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the CITY reserves the right to reject any proposed substitution for any of the above-named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

11.J (10)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its _____, attested to by its CITY Clerk, duly authorized to execute same, and by CONSULTANT, by and through its __Senior Associate__, duly authorized officer to execute same.

ATTEST:

_____
City Clerk

CITY OF NORTH BAY VILLAGE

By:_____

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____
Gary R. Ratay, P.E.

Date: _____

11J(11)

Exhibit "1"

Project Description

KHA is pleased to provide construction phase services during the construction process associated with cleaning and placing out of service the City's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can remain as a redundant force main for emergency purposes only.

The scope of services generally includes professional services for project meetings, shop drawing review, contract administration, onsite observations, and project close-out.

11 J (12)

Exhibit "2"

Scope of Services

The scope of services will be completed by KHA and the following task will be performed in close coordination with City staff. It is anticipated that administration of this project will require approximately 3 months. Actual construction is estimated at 2 months.

Task 1 – Attend Project Meetings

1.1 KHA shall attend one pre-construction meeting and an average of one progress review meeting per month. The intent of the progress review meetings is to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 - Review Shop Drawings

2.1 KHA shall review Shop Drawings, samples, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto). KHA shall perform these reviews in accordance with the standard of care of the profession at the time of service.

2.2 KHA shall consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the Contractor.

Task 3 - Contract Administration

3.1 Based on KHA's on-site observations, review of applications for payment, and the accompanying data and schedules, KHA shall review the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City based on such observations and review that the work has progressed to the point indicated and that, to the best of KHA's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents, and that payment of the amount recommended is due the Contractor.

3.2 By recommending any payment, KHA shall not thereby be deemed to have represented that observations made by KHA to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KHA in this Agreement. Neither KHA's review of Contractor's work for the purposes of recommending payments nor KHA's recommendation of any payment including final payment will impose on KHA responsibility to supervise, direct,

11J(13)

or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

3.3 The KHA shall issue necessary interpretations and clarifications of the Contract Documents and act as initial interpreter of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Task 4 - Onsite Observations

4.1 A Resident Project Representative (RPR) will be furnished by KHA and shall act as directed by KHA in order to assist KHA in observing performance of the work of the Contractor. The duties, responsibilities, and limitations on the authority of the RPR and assistants will be in accordance with the Contract Document.

4.2 The RPR shall visit the site one time per week during the construction process to observe the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in general accordance with the Contract Documents. The onsite observations provided by KHA are for construction coordination of the project. KHA will coordinate with the City and the contractor for the sequence of visits, and the observation milestones as they pertain to the project permits. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of the investigative approach or construction selected by the Contractor or the safety precautions and programs incident to the work of Contractor. The RPR's efforts will be directed toward providing the City with a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, KHA shall keep the City informed of the progress of the work, shall endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The KHA shall perform the observations in accordance with the standard of care of the profession at the time of service.

Task 5 – Project Close-out

5.1 KHA shall review the project to determine if the project is substantially complete, review has been completed in accordance with the Contract Documents. testing results, prepare a punch list and conduct a final review to determine if the work

5.2 KHA will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the City.

5.3 KHA shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any

11J(14)

other persons (except KHA's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Task 6 - Additional Services

6.1 KHA will provide, as requested and authorized by the City, additional services beyond those described in the task sections above. Additional services may include, but not be limited to project design modifications, construction contract extensions, additional project meetings, and additional onsite visits.

6.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- Reviewed shop drawings
- Contractor payment recommendations
- Project punch list

SCHEDULE

KHA will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. Once construction begins, we anticipate the following schedule:

- Substantial completion - 60 days from NTP
- Construction complete - 90 days from NTP

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Exhibit "3"

Payment Schedule

The Consultant will accomplish the services outlined in Tasks 1 through 5 for the lump sum budget of $12,900.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1:	Attend Project Meetings	$2,750
Task 2:	Review Shop Drawings	$950
Task 3:	Contract Administration	$2,200
Task 4:	Onsite Observations	$4,800
Task 5:	Project Close-out	$2,200
	LUMP SUM	**$12,900**

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11J(16)

RESOLUTION NO. 2011-54

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 DESIGN 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 INTERIM CITY MANAGER ROBERT DANIELS)***

WHEREAS, at a Special Election held on September 5, 2006, the voters of the City of North Bay Village (the "City") approved a capital improvement project for the replacement of the Biscayne Bay Sewer Force Main; and

WHEREAS, the new force main system has been completed; and

WHEREAS, the City of North Bay Village (the "City ") has retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the City pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, in June of 2008, the City entered into an agreement with Kimley-Horn to provide engineering consulting services pursuant to the Continuing Services Agreement for the Force Main Rehabilitation Design-Build Project (the "Project"); and

WHEREAS, in Resolution No. 2008-18 the City authorized Kimley-Horn to provide design and construction administration services during the Design-Build phase of the Project; and

WHEREAS, Kimley-Horn has prepared a Project Agreement to provide additional construction administration services to the City to finalize the project by placing the subaqueous 12" eastbound force main out of service.

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

11J(17)

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

Section 2. **Approval of the Project Agreement.** The Project Agreement between the City of North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for additional design administration services for the Project in the amount of $12,100, a copy of which is attached as Exhibit "1," 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 Project Agreement. For purposes of this Resolution, the term "City Manager" shall include the Interim City Manager.

Section 4. **Execution of the Project Agreement.** The City Manager is authorized to execute the Project Agreement on behalf of the City, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the City Attorney.

Section 5. **Authorization of Fund Expenditure.** The City Manager is authorized to expend budgeted funds to implement the terms and conditions of the Project Agreement.

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

PASSED AND ADOPTED this 8th day of November, 2011.

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	Yes
Vice Mayor Connie Leon-Kreps	Yes
Commissioner Eddie Lim	Yes
Commissioner Frank Rodriguez	Yes
Commissioner Paul Vogel	Yes

11J(18)

PASSED AND ADOPTED this 8th day of November, 2011.

Connie Leon-Kreps
Vice 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

North Bay Village/Resolution/Kimley Horn & Associates-Force Main Rehabilitation Project Completion

115(19)

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 01-12

Placing an Existing 12" Force Main Out of Service
Design Services

115(20)

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 01-12

Placing an Existing 12" Force Main Out of Service
Design Services

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

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to develop design plans associated with cleaning and placing out of service the City's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can be a redundant force main for emergency purposes only. The proposed design services are described in the "Project Description" attached as Exhibit "1."

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

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

11J(21)

SECTION 2. DELIVERABLES

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

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed 120 (120) days from the Commencement Date, shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of $12,100.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

11J(22)

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, CITY'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

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

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

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

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SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

11J(24)

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Gary R Ratay	Project Manager
Stefano Viola	Engineer
Shanda Layne	Administrative
Jeanine Woll	Administrative

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the CITY reserves the right to reject any proposed substitution for any of the above-named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

ATTEST:

[signature]
City Clerk

CITY OF NORTH BAY VILLAGE

By: [signature]

Date: 11/8/11

APPROVED AS TO FORM:

Kathryn M McCaffey
City Attorney

ATTEST:

[signature]
Secretary

Greg Wiltsney
Print Name

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

KIMLEY-HORN AND ASSOCIATES, INC.

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

Date: 1/25/12

WITNESSES:

[signature]
Print Name: Sharida S. Laymel

Joan W Eckersley
Print Name: JOAN W ECKERSLEY

11J(26)

Exhibit "1"

Project Description

KHA is pleased to provide design services associated with cleaning and placing out of service the City's existing 12" force main that runs east to the City of Miami Beach. The intent of the project is to attempt to prolong the life of the existing utility so that it can remain as a redundant force main for emergency purposes only. The design services will address modifying the existing piping so that existing corrosive wastewater can be evacuated, the force main piping can be cleaning internally, and the cleaned utility can be filling with water. Professional services associated with construction phase observations are not included in this scope of work.

It is not anticipated that permitting services will be required and are not included in this scope of work, but placing the force main out of service will be coordinated with the Department of Environmental Resource Management (DERM) to determine if an agreement is required to maintain the force main as a redundant "emergency only" utility. If permitting or permitting agency coordination develops, a proposal for additional services can be provided to assist the City accordingly.

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Exhibit "2"

Scope of Services

The scope of services will be completed by KHA and the following task will be performed in close coordination with City staff.

Task 1 – Site Visit/Preliminary Design

1.1 This task will include one site visit to observe piping and site information at both ends of the existing force main. The City will provide KHA with copies of any existing force main plans.

1.2 KHA will coordinate with the DERM and the City of Miami Beach on the intent of the project. Permitting services are not anticipated or included in this scope of work.

1.3 KHA will attend one (1) meeting with the City to discuss the preliminary design approach prior to final design and provide an initial opinion of probable cost.

Task 2 – Final Design/Contract Documents

2.1 KHA will provide the design plans and construction details for the installation of fittings associated with evacuating and cleaning the existing 12" force main. The proposed plans will be provided on 11 x 17 plan sheets in accordance with the preliminary design approach and review comments from the City. The intent is to develop these plans from existing plans or aerials and not to utilize new field survey drawings. If the connection point details require actual field surveying, those services can be provided as an additional service.

2.2 KHA will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units.

2.3 KHA will provide an updated opinion of probable construction cost for the proposed project based on the final design.

2.4 KHA will attend one (1) meeting with the City during the design process to discuss and review the project.

Task 3 – Bidding Services

3.1 KHA will assemble and transmit addendum and project clarifications during the

11J(28)

advertisement of the project. KHA will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.

3.2 Once the City receives bids, KHA will evaluate the bids and check references of the bidders and prepare a recommendation for award of bid.

DELIVERABLES

- One original plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- One set of contract documents with technical specifications and bid form.
- Electronic copy (PDF File) of the plans and contract documents
- Opinion of Probable Cost.

SCHEDULE

KHA will provide our services as expeditiously as practicable and will commence work upon receipt of a notice to proceed.

11J(29)

Exhibit "3"

Payment Schedule

The Consultant will accomplish the services outlined in Tasks 1 through 3 for the lump sum budget of $12,100.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Preliminary Design	$3,500.00
Task 2 – Final Design/Contract Documents	$7,400.00
Task 3 – Bidding Services	$1,200.00
LUMP SUM	**$12,100.00**

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11J (30)

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: Mayor and Commission
Via: Dennis Kelly, City Manager
From: Bert Wrains, CGFO Interim Finance Director
Date: August 20, 2012
RE: Replacement of existing Computer System

RECOMMENDATION:

The Finance Department has been reviewing the replacement of the existing Harris Corporation finance software "MAINSTREET" computer system. The recommendation is to replace the current system with the "INCODE" finance software system provided by Tyler Technology.

BACKGROUND:

The City advertised for proposals for a new financial software system. The City opened responses on the advertised RFP on March 29, 2010. The City received 3 responses. These proposals were reviewed by the Finance Department staff and it appears that they did not meet the needs of the City. The Finance Director sought proposals from other companies that had not submitted but had software that would meet the City's needs.

After much analysis by City staff, as well as review by the Citizens Budget and Oversight Board the recommendation was to continue evaluating the proposed "INCODE" software from Tyler Technology. Tyler software is available through a competitive bid of the National Joint Powers Alliance (NJPA), which is a national recognized government cooperative purchasing organization (copies attached). The City is a member of this national organization and thereby authorized to purchase off of any bids they have awarded.
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The City of Clewiston has recently competitively bid their software and Tyler INCODE was the successful proposer. I am recommending that the City of North Bay Village "Piggy Back" the contract off of the City of Clewiston, Florida bid.

COST:

The first proposal the City received from Tyler was for the licensing and hosting of the software and data files physically on the City's existing server. This was quoted at a first year cost of

$127,879 plus hardware and disaster recovery costs of $21,000 for a total first year cost of $ 148,879. I have reviewed the City's ability to host and maintain an in-house service and we have some limitations. These includes nightly backup, verifications of the back ups, amortization of the hardware, as well as a quality disaster back up system.

I requested and received a proposal for Tyler to serve as an Alternate Site Provider (ASP). Tyler would host the software at their Dallas, Texas site and provides for daily backup. The disaster recovery function is simply, if any user can get internet connection they can work regardless of their physical location. Tyler would be responsible to insure the system is operational 24/7/365, without the City having to pay anyone locally for IT services. Also, the computer operations would not require any finance department staff time to insure that it is operational.

Tyler quoted this method with a first year of $93,135 and annual reoccurring cost of $33,135. The total four year cost would be $192,540. However, the City is able to spread the implementation and conversion cost over 4 years and provide for 4 equal payments of $ 49,818, for a total cost of $ 199,272. This includes financing the $ 60,000 conversion and training cost through Tyler at an interest rate of 5.2% interest. I may be able to get the data conversion and/or training financed through BB&T at an interest rate of around 1.75 to 2.00 %. BB&T is working on this for the City.

The full evaluation of the total system costs for both proposals are provided in the attached exhibit. The FY 2012 budget contains $50,000 in General Fund general government department and $42,000 in the Utility Fund administrative department budget for the computer upgrade. We can fund the one time conversion and implementation cost of $60,000 plus the first year of the annual software subscription of $33,135, or we can finance the system at $49,817 per year for four (4) years. I would recommend that we spread it out over the 4 years.

ADDITIONAL DATA:

The system being recommended provides the City with an integrated platform of software suites. These include general ledger, budget prep, bank reconciliation, accounts payable, GASB module, purchasing, fixed assets and property management. The utility billing suite includes billing, hand held meter reading, accounts receivable (i.e. miscellaneous billing), building permits, business licenses and code enforcement.

The system provides for a variety of custom report as well as the ability to scan documents and attach them to the related account. This applies to A/P, A/R, Building permits, code enforcement and purchasing. This is designed to go to a paperless operation and has the added benefit that we may not have to retain paper copies any more. If the City grants the necessary permissions, any of the users could access their portions of the system from the field if they have an internet connection. Some of the uses of this would be for the building and code enforcement to access their files while in the field. Remote locations such as public works could access the system through the internet or other City facilities.

The system provides the ability of users to search all data bases for corresponding names or address. They can see if there is an outstanding water bill, code fine, expired building permit or

11K(2)

unpaid business license. This will allow the City to have a better means of identifying and collecting unpaid accounts across the different data bases.

The finance department Budget/Utility Accountant and I visited the Cities of Miami Lakes and Wilton Manors recently as they are current Tyler Technology system users. Miami Lakes has just converted to the Tyler "MUNIS" software system. This is not the same software that we are considering but, I wanted to discuss their experience with the Tyler trainers and data conversion staff. We discussed the conversion process and the training that they received from Tyler. They had many good comments but they did share some issues that they experienced. These mainly came from the two parties not fully understanding the other ones points and it lead to some errors that had to be fixed. They said that both parties could share in the blame. There were no major disasters during the conversion, just things that could have been done better.

The City of Wilton Manors has been running on the "INCODE" software for the past 5 years. They are on version 8 and Tyler is proposing the latest version 10 for the City of North Bay Village. This later version has fixed or incorporated many improvements from version 8. Wilton Manors has their software on site and does not use the ASP services. They have a part time Information Technology (IT) person and they have not had any problems with back up or hosting the software. Wilton Manors recently rebid their software system and they selected another firm over upgrading to "INCODE" version 10. The finance director has had some problems with INCODE because they are still on version 8. The version 10 would resolve the most of the issues but the finance director stated that the new system BS&A had a few more bells and whistles that he liked. I have not reviewed the BS&A system because the selection had been made for Tyler System out of the firms that had submitted proposals. I believe that the Tyler INCODE system will serve the City's needs for several years.

There are 2 areas that will have an impact on the finance department staff. These are the process of converting and verifying the converted data and the training of the employees. Finance in the beginning, will become the go to department if there are operational questions from the other City departments on the system. This assistance to other departments will slow down as the users get familiar with the Tyler Systems and the Tyler help desk functions.

11K(3)

Tyler Technologies On-Premise Project Cost Model for North Bay Village:

On-Premise	Year 1	Year 2	Year 3	Year 4	Total
Software	54,303	-	-	-	54,303
Maintenance	13,576	14,255	14,968	15,716	58,514
Implementation & Conversion	16,682	16,682	16,682	16,682	66,728
Software Subscription	N/A	N/A	N/A	N/A	N/A
Data Disaster Recovery Service	6,000	6,000	6,000	6,000	24,000
User Provided Hardware	15,000	-	-	15,000	30,000
Annual Totals	105,561	36,937	37,650	53,398	233,545

Tyler Technologies Hosted Project Cost Model for North Bay Village:

Hosted	Year 1	Year 2	Year 3	Year 4	Total
Software	Included	Included	Included	Included	Included
Maintenance	Included	Included	Included	Included	Included
Implementation & Conversion	16,682	16,682	16,682	16,682	66,728
Software Subscription	33,135	33,135	33,135	33,135	132,540
Data Disaster Recovery Service	Included	Included	Included	Included	Included
User Provided Hardware	Included	Included	Included	Included	Included
Annual Totals	49,817	49,817	49,817	49,817	199,268

11K(4)

Tyler Technologies Project Brief

Project Scope by Module:

General Ledger – General Ledger Is the heart of the financial applications suite, providing comprehensive flexibility and control of financial transactions. This feature-rich fund accounting applications automates routine functions and provides access to source documents of any transaction in the general ledger.

Budget Preparation – Budget preparations creates and maintains budgets for current and future fiscal years. Users can view previous year budgets and create models for future fiscal years budgets. A variety of reporting options, multiple changes, and user-defined scenarios are a few of the powerful features.

Bank Reconciliation – Bank reconciliation is an interactive module that reconciles monthly bank statements to the general ledger cash accounts. System-wide integration automates the month-end reconciliation process, and posting through the general ledger are recognized for items such as bank deposits, services charges, interest income and returned and cleared checks.

Accounts Payable – Accounts Payable facilitates cash, accrual, and modified accrual basis accounting. Accounts Payable makes it easy to monitor cash flow, manage disbursements, and reduce data entry duplication. Its flexibility allows users to process invoices as well as debit memos while maintaining audit trails for data input integrity.

GASB Module – Governmental Accounting Standards Board (GASB) Statement No. 34 defines the new reporting model for all governmental entities. GASB Module has embedded GASB 34 rules and will assist you with the steps involved in this reporting process. What used to take weeks to prepare, will now be simplifies to days.

Purchasing – Purchase Orders manages, monitors, and maintains requisitions and encumbrances. Administrators can now define approval levels, user account levels, and input restrictions. It provides immediate access to vendor data and invoice history.

Fixed Assets – Fixed Assets is a comprehensive asset management solution designed specifically for the public sector. It provides organizations a powerful tool for tracking and reporting on all fixed assets throughout the life cycle. Assets acquires through other financial modules can be automatically posted to Fixed Assets.

Project Accounting – Project Accounting interfaces with the accounting applications. It establishes project budgets and tracks activity for up to eight fiscal years. The module maintains key project details such as start date end date, percent completed, project description and notes, including special projects funded by grants and tracking for FEMA reimbursement.

Utility Customer Information System – Utility Customer Information System (CIS) manages every aspect of your utility services. From account set up and service orders, cashiering to collections and everything in between. At its core is a powerful contact and parcel database that reduces human error and stores all your information in one location.

Cashiering – Cashiering accepts multiple payment types and offers and easy to use reporting, auditing, and payment entry capability. Cashiering facilitates detailed tracking of all cash transactions by operator, terminal and batch information, allowing improved cash drawer balancing and detailed audit trails.

Accounts Receivable – Accounts Receivable module maintains all pertinent date necessary to record and track customer accounts and balances. This module allows users to define customer information, generate contracts and invoices, perform payment processing and calculate and post finance charges on a monthly basis.

Building Projects – Building Projects streamlines the building permit management process. This module tracks the complete process from the planning phase to the permit process. Application capabilities include tracking license and insurance information for contractors, inspection scheduling, and certificate and permit printing.

Business License – Business License collects license information, including business name and address, multiple contacts, taxpayer ID number, and contractor information. The system is flexible enough to allow user defined data attributes per license type, allowing the system to be used for flat fee and parameter-driven fee calculations.

Output Director –Output Director processes batch or individually process accounting documents and purchase orders for distribution via fax, email, printing or electronic archival. The system provides e-billing for utility customers, and any mass fax or email output the city desires while automatically retaining a copy of the document in the Content Manager.

Content Manager – Content Manager allows local governments to capture, deliver, manager, and archive electronic information. The first person to handle a document can be the last one to handle the document, easily transforming time consuming paper forms and documents into electronic images that can drive key business processes by attaching document images to the screens where the information is needed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITIY 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)*

WHEREAS, the City wishes to increase the efficiency of the Finance Department with the use of a financial reporting software; and

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

WHEREAS, the City of Clewiston, Florida awarded a contract to Tyler Technologies, Inc. on July 17, 2012 for similar financial software and services, and the City intends to piggyback from this purchase; and

WHEREAS, the system will include, but is not limited to, the following applications: General Ledgers, budget preparation, bank reconciliation, fixed assets, Building Permits, and Business Tax Receipts.

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 the City

11K(7)

and Tyler Technologies, Inc. for the purchase and maintenance of the INCODE financial software, in substantially the form 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. Waiver of Competitive Bidding. Competitive bidding for the award of the Agreement between the City and Tyler Technologies, Inc. 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 Agreement. The City Manager is authorized to execute the Agreement with Tyler Technologies, Inc. on behalf of the City for the INCODE finance software system in accordance with the proposal attached hereto as Exhibit 1, 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 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 September 2012.

_____
MAYOR CONNIE LEON-KREPS

11.K (8)

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: Financial Software-Tyler Technologies, Inc.

North Bay Village/Resolution/Tyler Technologies-Financial Software

11K.(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 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE CITIY 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.**

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

DK:yph

11K(10)

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

Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc
5519 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

And

City of North Bay Village, FL
1700 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171

Issued date: June 20, 2012

11R (11)

tyler technologies

AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; **City of North Bay Village, FL**, hereinafter referred to as CLIENT on, _____, 2012.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.

2. This Agreement consists of this Cover and the following Attachments and Exhibits:

Section A	Investment Summary (A-H)
Section B	COMPANY Agreement Terms and Conditions
Section C	COMPANY Subscription Service Level Agreement

3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of North Bay Village, FL

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

_____
Sales Tax Certificate Number

Tyler Technologies, Inc.:

By: _____
Signature

_____
Printed Name

_____
Title

6/20/12
Issue Date

11K(12)

Investment Summary

Bert Wrains
City of North Bay Village, FL

tyler technologies

Prepared for:	**City of North Bay Village, FL**	**Contract ID # :**	**2012-0136**
Contact Person:	Bert Wrains	**Issue Date:**	**6/20/12**
Address:	1700 Kennedy Causeway North Bay Village, FL 33141	**Salesman:**	**J. Ash**
Phone:	(305) 756-7171		
Fax:	(305) 756-7722		
Email:	bwrains@nbvillage.com	**Tax Exempt:**	***Yes / No***

Product Service & Equipment	On Signature	As Progress Occurs	Totals	Annual Fees
Total Subscription Fees	33,135.00		33,135.00	33,135.00
Total Professional Services				
Implementation Services		37,500.00	37,500.00	
Professional Services		5,500.00	5,600.00	
Data Conversion & Assistance		18,038.00	18,038.00	
Totals	**33,135.00**	**61,038.00**	**94,173.00**	**33,135.00**

Please note travel expenses will be billed as incurred.

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11K(13)

Subscription Summary

Bert Wrains
City of North Bay Village, FL
June 20, 2012

Cost Summary

Professional Services & Hardware	Cost
Implementation Services	37,500
Professional Services	5,500
Data & Conversion Assistance Fees	18,038
Services	**61,038**

Subscription - Hosted			Annual Fees
Length of Agreement	4 Years - 48 Months		
Annual Subscription Fee		27,375	
Annual User Fee	12	5,760	
Summary			**33,135**

***Note: Additional users may be added at any time at the per user rate of $480 per year.*

11K(14)

Software Licenses - Subscription

Bert Wrains
City of North Bay Village, FL
June 20, 2012

Application Software	QTY
Incode Financial Management Suite	1
Core Financials	
(General Ledger, Budget Prep, Bank Recon, Accounts Payable)	
GASB MSDE Module with Adjustments and Reporting	
Purchasing	
Fixed Assets	
Project Accounting	
Incode Customer Relationship Management Suite	1
Utility CIS System	
Utility Handheld Meter-Reader Interface	
Cashiering	
(Support Credit/Debit Cards via ETS, PCI Compliant)	
Miscellaneous Accounts Receivable	
Building Projects	
Business License	
Incode Content/Document Management Suite	1
Incode Printing and Reporting Solutions	
Standard Forms Package	
(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)	
Output Director	
Output Director	
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)	
Notifier (2400 calls to be used within 18 months)	
Content Management	
Tyler Content Manager Standard Edition (TCM SE)	
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)	
System Software & Network Services	
System Software	
System Software	1

11K(15)

Professional Services - Subscription

Bert Wrains
City of North Bay Village, FL
June 20, 2012

Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Financial Suite	124	15,500
Customer Relationship Management Suite	144	18,000
Content Management Suite	32	4,000
Conversion Services		
Financial Suite	12	9,038
Customer Relationship Management Suite	32	9,000
Incode Professional Services		
Project Management		1,500
Final Implementation Services	32	4,000
Professional Services Total	376	61,038

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
Incode Financial Suite			
Incode Financial Applications			
Core Financials	1	64	8,000
(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)			
Purchasing	1	24	3,000
Fixed Assets	1	16	2,000
Project Accounting	1	12	1,500
Financial Consulting Services		8	1,000
Financial Suite Subtotal		124	15,500
Incode Customer Relationship Management Suite			
Utility CIS System	1	60	7,500
Cashiering	1	8	1,000
(Support Credit/Debit Cards via ETS, PCI Compliant)			
Miscellaneous Accounts Receivable	1	12	1,500
Building Projects	1	40	5,000
Business License	1	24	3,000
Customer Relationship Management Suite Subtotal		144	18,000
Incode Content Management Suite			
Incode Printing and Reporting Solutions			
Standard Forms Package	1		N/A
(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)			
Output Director			
Output Director	1	8	1,000
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)			
Content Management			
Tyler Content Manager Standard Edition (TCM SE)	1	24	3,000
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)			
Content Management Suite Subtotal		32	4,000
Professional Services			
Project Management			1,500
Final Implementation		32	4,000
Professional Services Subtotal		32	5,500

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11K(16)

Professional Services

Bert Wrains
City of North Bay Village, FL
June 20, 2012

Conversion Services	QTY	Conversion Programming Fee	Estimated Hours	Estimated Services	Conversion Services
Financial Applications					
General Ledger					
Chart of Accounts - No History		1,500	4	500	2,000
Detail History		4,538	4	500	5,038
Accounts Payable					
Vendor File - No History		1,500	4	500	2,000
CRM Applications					
Utility CIS - SMS					
Account/Address Master (includes contacts & properties)		2,000	16	2,000	4,000
Current & Past Service/Meter Information (included in line above)					
Building Permits					
Permits Master (includes contacts & properties)		1,500	8	1,000	2,500
Business License					
Master (includes contacts & properties)		1,500	8	1,000	2,500
Conversion Services Subtotal		12,538	44	5,500	18,038
Conversion Services Total		12,538	44	5,500	18,038

Note:
Financial data conversion consists of current year plus 2 years history.

11K (17)

Tyler OnDemand - Tyler Online Training Center

Bert Wrains
City of North Bay Village, FL
June 20, 2012

Service

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
    - Financials
    - Payroll
    - Human Resources
    - Utility Billing
    - CRM
    - Court
    - Public Safety

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

11K(18)

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

a) COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license for the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

b) All CLIENT data, information, photos, images, etc. shall remain the property of CLIENT regardless of whether the same is held, processed, managed, and stored by COMPANY as part of system hosting. CLIENT data shall not become COMPANY data and no transfer of ownership shall be deemed to occur by virtue of the transaction contemplated hereby. COMPANY shall not use CLIENT data other than in connection with providing the services pursuant to this Agreement.

2) PRICE

a) The four-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

11K(19)

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

c) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.

d) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

e) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint

11k (20)

an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

8) TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for any expenses incurred by COMPANY prior to and/or during the exit process and an early termination fee calculated as follows:

- For termination prior to two (2) years from the effective date of this Agreement: 60% of the remaining subscription fees;
- For termination between two (2) and four (4) years from the effective date of this Agreement: 30% of the remaining subscription fees.

9) SEVERABILITY

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

10) NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

11) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

12) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 7 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute

11k(21)

for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions as those provided by the Property during the fiscal year following termination of this Agreement.

13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the sole and exclusive venue for any litigation that arises as a result of this Agreement shall be in the Superior Courts, Circuit Courts of Miami-Dade County, Florida or United States District Court of the Southern District of Florida.

15) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

a) Installation as described in the Investment Summary;

b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.

c) Training/Implementation as set forth in the Investment Summary; and

d) Consulting/Analysis as set forth in the Investment Summary.

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with

11K (22)

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

3) PROFESSIONAL SERVICES FEES

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final. CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of $500 per weekend day.

c) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection. If CLIENT will not allow access COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary

11k(23)

will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) LIMITATION OF LIABILITY COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

9) TERMINATION, CANCELLATION

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

11K(24)

SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT

THIS AGREEMENT, is made and entered into as of this_____ day of _____, 2012 between Tyler Technologies, Inc., having offices at 5519 53rd Street, Lubbock, Texas 79414 (COMPANY) and the City of North Bay Village, Florida (CLIENT), with its principal offices at 1700 Kennedy Causeway, North Bay Village, Florida 33141.

WHEREAS, COMPANY and CLIENT have entered into COMPANY Subscription Agreement dated _____;

WHEREAS, such COMPANY Subscription Agreement contained mutual consideration, promises, obligations and covenants of each party and such mutual consideration, promises, obligations and covenants were in part contingent on the parties agreement on Services levels;

WHEREAS, This Services Level Agreement (SLA) is the result of mutual agreement upon the applicable the Services levels;

NOW, THEREFORE, each agrees as follows:

I. SERVICES LEVELS

Services levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Business Day shall mean Monday through Friday excluding COMPANY holidays.

Business Hours shall mean 8:00 a.m. – 5:00 p.m. (CST) on Business Days.

B. CLIENT Services

The following Services levels apply to Subscription Services Operations Support. All Services levels are based on attainment rates shown below and calculated on a quarterly basis.

System Availability - Green	6:00 a.m. to 9:00 p.m. CST Mon-Fri 7:00 a.m. to 3:00 p.m. CST Sat	99%
System Availability – Yellow	9:00 p.m. to 12:00 a.m. CST Mon – Fri 3:00 p.m. to 12:00 a.m. CST Sat 7:00 a.m. to 12:00 p.m. CST Sun 6:00 p.m. to 12:00 a.m. CST Sun	No SLA
System Availability – Red	12:00 a.m. to 6:00 a.m. CST Mon – Sun 12:00 p.m. to 6:00 p.m. CST Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 7:00 p.m. Request after noon, by noon Next Business Day	90%

11K(25)

SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT

File Restoration	Next Business Day	95%
Update Data in Test Database	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	Nightly	95%

1. System Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. COMPANY reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. User notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total minutes in a quarter to determine % of goal. All percentage calculations shall be rounded to the lowest whole number.

2. Adding/Changing User Access / Printer:

All requests to add or change a user or printer should be logged by calling the COMPANY Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

3. File Restoration:

Files that may be restored include COMPANY data files, and the reports in each user's home directory.

A request to restore a user file must be made through the COMPANY Network Services support department and must include the user name, exact file name and date when file may be found. All requests / issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurements: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Services levels exclude files that are older than 5 business days. Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT

4. Update Data in Test Database:

Refresh data in test environment with data from Production environment.

A request to refresh the test database must be made through the COMPANY support department. All requests/issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

5. New Release/Update Testing Period:

Upon request, new releases of the COMPANY applications will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

CLIENT agrees to devote time and resources to testing new release and to remain no more than two releases behind.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to Production at the CLIENT's request.

6. COMPANY Subscription Support Call Response:

This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of CLIENT's test database or restoration of CLIENT's file.

Definition of Severities:
1 Critical Issue – COMPANY application is down
2 Severe issue, but there is a work around
3 Important issue – not severe

All requests/issues should be logged by calling support at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

New Incident
Currently you would press 1 for support, then 1 for a new incident, then 6 for Hardware/Network Support.

Existing Incident
Currently, you would press 1 for support, then 2 for an existing incident.

SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT

Escalation Procedure:

If you need to escalate a reported problem, please call the following people in the order shown:

Name	Title	Business Phone
On-Call Support: Brandon Ward Michael Lao	 Network Specialist Technical Services Support Manager	 (800) 646-2633 ext 7103 (800) 646-2633 ext 7101
Steve McGee	Manager of Hosting Operations	(800) 646-2633 ext 7301
Russell Hoffman	Director of Technical Services	(800) 646-2633 ext 7001
Dane Womble	Chief Operating Officer	(800) 646-2633

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

2012 Holiday Schedule:
COMPANY will observe the following Holiday schedule. If assistance is required on a published holiday, 30-days advance notice must be given.

New Year's Day	Monday, January 2
Good Friday	Friday, April 6
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Thanksgiving Day	Thursday, November 22
Day after Thanksgiving	Friday, November 23
Christmas Eve	Monday, December 24
Christmas Day	Tuesday, December 25

7. File Back-Up:

Nightly backups of the following files will be completed: live database, user's reports.

Data will be cycled off-site regularly.

II. FORCE MAJEURE

Failure to meet Services levels caused by any bona fide strikes, times of governmental emergency, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond COMPANY' control will be recognized by CLIENT. COMPANY may be relieved of responsibility of meeting Services levels as stipulated in this SLA upon COMPANY' filing with CLIENT just and true statements requesting that such failure to meet the Services levels, signed by COMPANY and giving in detail all the essential circumstances which, justify such action under the provisions of this section by CLIENT.

III. RESOLUTION OF DISPUTES

In the event of a dispute between the parties under this SLA pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT

IV. MODIFICATION

This SLA may not be modified except by the written mutual consent of both parties or as otherwise provided in this SLA.

V. SEVERABILITY

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

VI. NO INTENDED THIRD PARTY BENEFICIARIES

This SLA is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this SLA, and no third party shall have the right to make any claim or assert any right under this SLA.

VII. ENTIRE AGREEMENT

This SLA represents the entire agreement of CLIENT and COMPANY with respect to the Services levels and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this SLA it did not rely on any representations other than those explicitly set forth in this Agreement.

VIII. NO AMENDMENT

This SLA is to further define the Services levels referenced in the COMPANY Subscription Agreement. Nothing in this SLA shall be deemed to amend any terms and conditions of the COMPANY Subscription Agreement.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's state of domicile.

THE MESSENGER
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HIPPY program move

THE MESSENGER

City reaps reward from ware

Oh, the

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incode
a tyler erp solution

Client Case Study

City of Troy, Alabama

Troy, Alabama

- Two years as Tyler client
- Staff of 250
- County seat of Pike County
- Experienced growth of 4,000 + people since 2000

Business Solutions

Integrating Incode for:

- Accounts Payable
- General Ledger
- Utility Billing and Collections
- Payroll
- Building Projects and Permits, and Business Licenses

Results

- Increased new revenue by $112,000
- Estimated 10,841 hours saved results in projected savings of $130,000
- Fully integrated environment between departments

The Problem

Alton Starling had a decision to make. Legislation had been passed requiring transparency and accountability in auditing, along with new financial reporting requirements for state and local governments. As the City Clerk and Treasurer for the City of Troy, Alabama, Starling was forced to reevaluate if Troy's current system was up to the task; he determined it was not. Starling and the rest of Troy's employees needed to decide to upgrade their existing system or look for another product that would meet Troy's needs.

Evaluating options

Starling concluded that the new system must provide data to everyone employed by the City of Troy, rather than to a select few. It was vital that each employee could base their decisions from data that was accessible to everyone.

"Our current system was not open; the only person who had access was myself and a few others. The department heads didn't have up-to-date info on budgets; nothing was integrated. We used ten different systems instead of one integrated system," Starling said.

The Solution

The city evaluated the cost of upgrading the hardware and software for the old system versus Tyler Technologies' Incode system; they concluded that it was more beneficial to convert to the platform Incode used. Moreover, the city saw the potential for total integration that Incode offered and wanted to take full advantage of Tyler's state-of-the-art product. Even after extensive research and examination of Tyler's product, Starling and the rest of Troy's staff were only scratching the surface of the advantages Incode would provide to them.

"When the City of Troy accepted the proposal from Tyler Technologies to implement the Incode software, we never realized how much of a payoff we would receive," Starling stated. "It has allowed us to run our city more efficiently and effectively, thus creating a team atmosphere and better morale with our employees. It has been a very positive experience and our return on investment has been exceptional."

Implementation: timing is critical

Once the decision had been made to install Incode as the base of Troy's operation, Starling and the rest of the staff worked closely with Tyler developers to apply a plan designed to maximize Troy's investment. This meant implementing Incode on different dates for each department so as to streamline work flow from one department to the next.

Each of Troy's departments had different deadlines, with some reporting on the fiscal year and others on the calendar year. Since all systems would rely on Accounts Payable and General Ledger, it was imperative that they be implemented first. Because the bulk

11K (31)

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"When the City of Troy accepted the proposal from Tyler Technologies to implement the Incode software, we never realized how much of a payoff we would receive. It has allowed us to run our city more efficiently and effectively, thus creating a team atmosphere and better morale with our employees. It has been a very positive experience and our return on investment has been exceptional."
— Alton Starling, City Clerk and Treasurer for the City of Troy, AL

of Troy's revenue comes from Utility Billing and Collections, this module was implemented at the beginning of the fiscal year. Payroll was applied in January, the beginning of the reporting year for that department. This was done so no reports would have to be combined from two different systems. Starling was pleased with the plan the city and Tyler developed.

"The implementation schedule was designed so we could focus on the new system entirely and we would not have to run dual systems. Training could be done in stages as implementation was done. This allowed for a smooth implementation process."

The Results

The combined efforts of Troy's employees and Tyler resulted in the creation and utilization of a shared database of information between departments. This helped to open the lines of communication and allowed the departments to work as a team instead of individual entities. Direct deposit was added for employees, online payments were made available for customers, and a broad range of financial information was provided to the general public. In the governmental sector, accountability and transparency are vital; Incode allowed Troy to provide information instantly to their constituents while meeting the new government mandated regulations for financial reporting.

Automated process results in increased business

By partnering with Tyler Technologies, The City of Troy has been able to streamline many processes that were previously completed manually. Specifically, the process for obtaining and renewing licenses has been optimized through the implementation of Incode. License information is now instantly available to Troy employees and renewals can be completed in a more efficient manner. This procedure, which previously could take up to two months to complete, has been reduced to one week. This resulted in increased time and opportunity to research unlicensed businesses and non-renewals, which ultimately increased the number of licensed businesses from 2,300 to 3,300. Diane Leveque, Troy's Revenue Officer, estimates that this increase alone resulted in an additional $95,000 in revenue for the City of Troy.

Expedited payments from online billing

Incode's eBill feature helped reduce the costs of printing and mailing billings by automating the payment process. Because customers no longer have to wait to receive their statement in the mail and pay it in person, the entire billing and payment process has been expedited. With an average of 2,500 to 3,000 customers per month, Troy saves approximately 1 minute per customer while also reducing the amount of processing time by half. Brian Morgan, Troy's Utilities Administrator, said he believes eBill has allowed his staff to focus their attention on other matters and better utilize their time. Starling agreed.

"The ability to have online payments of utility bills has really freed up our employees to do other things. People don't spend time waiting in line and our employees don't have to manually touch that process."

11K (32)

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"The implementation schedule was designed so we could focus on the new system entirely and we would not have to run dual systems. Training could be done in stages as implementation was done. This allowed for a smooth implementation process."

— Alton Starling, City Clerk and Treasurer for the City of Troy, AL

Solutions to unbilled consumption and late payments

Incode's ability to offer integrated data throughout departments has benefitted Troy's employees from a processing standpoint. Instead of having to search and process data by hand, employees have any and all information readily available at their fingertips. Troy can now determine through Incode's database where unbilled consumption of utilities is taking place. Through this application alone Troy was able to virtually eliminate any bad debt and increase collection of late utilities by more than $12,000 annually.

"Incode lets us see immediately who is up to date and who is not; we previously had to search and identify who was late," Starling said. "The meter readers aren't doing duplicated work so they can focus on identifying and eliminating illegal consumption."

Time efficiency leads to increased savings

After utilizing Incode, the City of Troy has seen a reduction in overtime and actual hours spent performing personnel duties. After implementation, Starling asked each department to provide the ways Incode has improved their job performance. The overwhelming majority listed "time saved."

By using the Accounts Payable, General Ledger, Utility Billing and Collections, Payroll, Building Projects and Permits, and Business License modules, the City of Troy has maximized their efficiency by dramatically streamlining their business processes. Starling and his team calculated the number of personnel hours saved per module and the results speak for themselves:

DEPARTMENT	APPROXIMATE HOURS SAVED PER YEAR
Payroll	3,096
Utility, Billing, and Collections	1,650
Accounts Payable	629
Business License and Building Projects	5,466

The combined personnel hours saved each year totals 10,841. Starling estimates that the dramatic reduction of hours will result in potential savings of $130,000 per year, in addition to more than $112,000 generated in new revenue for Troy.

Through the joint efforts of Starling and Tyler, Incode has provided the City of Troy with a uniquely integrated environment between departments. Incode helped to decrease costs and increase revenues without burdening taxpayers. Starling believes that other cities stand to benefit from working with Tyler.

"Our success can show other municipalities or companies using an outdated system that change and efficiency are possible," he said. "Some people have been in a position for 30 years and were able to adapt and increase productivity. Stress levels are reduced and the workplace is more pleasant for all. If we can do it, anyone can."

11 K (33)

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Proposal Offering
And Acceptance and Award
RFP #113011

FORM D

ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES

Proposal Offering (To be Completed Only by Proposer)

In compliance with the Request for proposal (RFP) for ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES, the undersigned warrants that I/we have examined the RFP and, being familiar with all the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined services/products in compliance with all terms, conditions of the RFP, any applicable amendments of RFP, and all Proposer's response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 22, 2011

Company Address: One Cole Haan Drive

City: Yarmouth State: Maine Zip: 04096

Contact Person: Gia Davis Title: Business Development Manager

Authorized Signature (ink only): Stacey M. Gerard

Stacey M. Gerard, Assistant Secretary (Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Proposer's Response. The effective date of this Contract shall be Feb 21, 2012 and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [signature] Todd Lyscio (Name printed or typed)

Title: Executive Director

Awarded this 24th day of February 2012 **Contract Number # 113011-TTI**

NJPA Authorized signature: Jane D Waldeck (Name printed or typed)

Title: Board Clerk

Executed this 21st day of Feb. 2012 **Contract Number # 113011-TTI**

11K (34)

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES

RFP Opening

30, 2011
8:00 AM
At the offices of the
National Joint Powers Alliance®
202 12 Street NE, Staples, MN 56479

RFP #113011

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES on behalf of itself and its Members nationwide. This solicitation will be available until November 11, 2011 by letter of request to NJPA at 202 12 Street NE, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until November 29, 2011 at 4:30 PM Central Time and opened November 30, 2011at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

October 14, 2011 and October 21, 2011	• *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
November 11, 2011	• *Deadline for RFP requests*
15, 2011 at 10:00 AM Central Time	• *Pre-Proposal Conference (webcast – conference call)*
November 29, 2011 4:30 PM Central Time	• *Deadline for Submission of Proposals*
November 30, 2011 8:00 AM Central Time.	• *Public Opening of proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

11K(35)

TABLE OF CONTENTS

1. INTRODUCTION
   A. About NJPA
   B. Joint Exercise of Powers
   C. Why Propose a National Cooperative Procurement Contract
   D. The intent of this RFP
   E. Scope of this proposal
   F. Specifications for services/products being proposed
   G. Certification – Firm offer to contract
2. DEFINITIONS
   A. Proposer – Vendor
   B. Contract
   C. Time
   D. Proposer's Response
   E. Currency
3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL
   A. Pre-Proposal Conference
   B. Identification of key personnel
   C. Proposer's exceptions to terms and conditions
   D. Formal instructions to Proposers
   E. Contents and tabbing for proposal submission
   F. Questions and answers about this RFP
   G. Modification or withdrawal of a submitted proposal
   H. Value added attributes, services/services and products
   I. Certificate of Insurance
   J. Order Process and/or Funds Flow
   K. Administrative Fees
4. PRICING STRATEGIES
   A. Line-Item pricing
   B. Hot list pricing
   C. Ceiling Price
   D. Volume Price Discounts
   E. Sourced Goods
   F. Total Cost of Acquisition
   G. Requesting Product and Service additions, deletions, and substitutions
   H. Requesting Price Changes
   I. Pricing and Services/products Change Format
   J. Single Statement of Pricing – Historical Record
   K. Sales Tax
   L. Shipping and Shipping program
   M. Normal Working Hours
5. MARKETING PLAN
6. PROPOSAL OPENING PROCEDURE
7. EVALUATION OF PROPOSALS
   A. Proposal evaluation process
   B. Proposer Responsiveness
   C. Proposal evaluation criteria
   D. Cost Scoring Evaluation
   E. Product Testing
   F. Past performance information
   G. Waiver of formalities
8. POST AWARD OPERATING ISSUES
   A. Subsequent Agreements
   B. NJPA Member Sign-up procedure
   C. Reporting of sale activity
   D. Audits
   E. Hub Partners
   F. Trade-ins
   G. Out of Stock Notification
   H. Termination of a Contract resulting from this RFP
9. GENERAL TERMS AND CONDITIONS
   A. Advertisement of RFP
   B. Advertising a Contract Resulting From RFP
   C. Applicable law
   D. Assignment of Contract
   E. Proposer's List
   F. Captions, Headings, and Illustrations
   G. Confidential Information
   H. Data Privacy
   I. Entire Agreement
   J. Force Majeure
   K. Gratuities
   L. Hazardous Substances
   M. Legal Remedies
   N. Licenses
   O. Material Suppliers and Sub-Contractors
   P. Non-Wavier of Rights
   Q. Protests of Awards Made
   R. Provisions Required by Law
   S. Public Record
   T. Right to Assurance
   U. Suspension or Disbarment Status
   V. Human Rights Certificate
   W. Severability
   X. Relationship of Parties

11 K (36)

1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.
1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of services/products and which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contract continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at http://www.njpacoop.org/LEARN/About/Legal.html and clicking on that state at the bottom of the web-page.

C. WHY PROPOSE A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of services/products in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single warded proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies..

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.8 The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for

11K(37)

volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 As a unit of government, NJPA exists for the singular purpose of driving the greatest possible value to its Members.

1.11 **Award by Board of Directors:** An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.12 **Best Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of services/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.13 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice. NJPA most desires an Exclusive Contract to a qualifying Proposer together with their network of service providers demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of **"ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES"**.

1.14 **NJPA's Interest in a contract resulting from this RFP:** Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the services, products, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

E. SCOPE OF THIS PROPOSAL

1.15 In addition to **"ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES"**, this solution should be read to include:

1.15.1 N/A

1.116 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.17 **Multiple Awards**: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members.

11K (38)

Form G
Administrative Software with Related Goods and Services

	Possible Points	Network Fleet	SchoolDude.com	Tyler Technologies
Conformance to terms and conditions to include documentation	50	44	45	45
Pricing	350	305	300	315
Industry and Marketplace Successes	50	42	45	45
Proposer's Ability to Sell and Service Contract Nationally	125	110	95	115
Proposer's Marketing Plan	100	75	78	78
Value Added Attributes	50	43	43	43
Liability Insurance Limits	25	15	25	25
Other Cooperative Procurement Contracts Held	50	40	40	40
Selection and Variety of Products and Services Offered	200	160	178	178
Total Points	1,000	833	848	883

Bonus Points awarded for:				
Bidders "Green" characteristics	50	25	25	33
Bidders Dissadvantaged Business Entity Charactoristics	50	-	-	-
Overall Evaluation Points	1,100	858	873	915

1/19/2012

1/19/2012

1/19/2012

1/19/2012

11K(39)

AFFIDAVIT OF PUBLICATION

DJC

921 SW Washington, Suite 210 / Portland, OR 97205
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.
I, KRISTINE HUMPRHIES, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSAL
NATIONAL JOINT POWERS ALLIANCE - ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 5 time(s) in the following issues:

10/14/2011, 10/17/2011, 10/18/2011, 10/19/2011, 10/20/2011.

Subscribed and sworn to before me this 27th day of February, 2012.

OFFICIAL SEAL
JOSHUA K COATES
NOTARY PUBLIC - OREGON
COMMISSION NO. 453647
MY COMMISSION EXPIRES NOVEMBER 07, 2014

NATIONAL JOINT POWERS ALLIANCE®
ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES
Proposals due 4:30 pm, Nov. 29
REQUEST FOR PROPOSAL

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES on behalf of itself and its Members nationwide. Specifications are available until November 11, 2011 by letter of request to NJPA at 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until November 29, 2011 at 4:30 p.m. Central Time and opened November 30, 2011at 8:00AM Central Time.
Published Oct. 14, 17, 18, 19 & 20, 2011.
10178382TB-5t

NATIONAL JOINT POWERS ALLIANCE
Attn: GINGER LINE
P.O. Box 219
STAPLES, MN 56479

Order No.: 10178382
Client's Reference No.:

11K (40)

CITY OF CLEWISTON
Request for Proposals
Bid No. 2011-06

The City of Clewiston will accept proposals for Integrated Municipal Financial & Utility Billing Software & Implementation Services until 3:00 p.m., local time, December 6, 2011 at City Hall, 115 West Ventura Avenue, Clewiston, Florida 33440. The City will then have a Selection Committee evaluate all proposals. The City may require an on-site demonstration of the product,

Bid No. 2011-06 is a Request for Proposals for Integrated Municipal Financial & Utility billing Software & Implementation Services. The details for this Request for Proposals can be found on the City of Clewiston's web site at www.clewiston-fl.gov or at Clewiston City Hall; direct questions to Utilities Director, Kevin McCarthy, at 863-984-1454.

Each proposal must be in a sealed envelope and clearly marked **INTEGRATED MUNICIPAL FINANCIAL & UTILITY BILLING SOFTWARE & IMPLEMENTATION SERVICES.** Proposals may be mailed to Marilyn McCorvey, City Clerk, 115 West Ventura Avenue, Clewiston, FL 33440, or hand delivered to the same address. No responsibility shall be attached to any officers for the premature opening of a bid not properly addressed and identified.

The City of Clewiston reserves the right to hold all bids for sixty days and to reject any and all bids, with or without cause, to waive technical errors and informalities, or to accept the bid that in its judgment best serves the City.

CITY OF CLEWISTON, FLORIDA
Marilyn McCorvey, City Clerk
401702 CN 11/3,10/2011

11K(41)

RFP: Software Proposals

INDEPENDENT NEWSPAPERS

CLEWISTON NEWS
Published Weekly
Clewiston, Hendry County, Florida

STATE OF FLORIDA
COUNTY OF HENDRY

Before the undersigned authority, personally appeared Tom Byrd, who on oath says he is the President of Operations, of the Clewiston News, a weekly newspaper published at Clewiston in Hendry County, Florida, that the attached copy of advertisement being a Public Notice

in the matter Request for proposals

in the 20th Judicial District of the Circuit Court, was published in said newspaper in the issue(s) of

11/3, 10/2011

Affiant further says that the said Clewiston News is a newspaper published at Clewiston, in said Hendry County, Florida, and that said newspaper has heretofore been continuously published in said Hendry County, Florida, each week, and has been entered as periodicals matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Tom Byrd

Sworn to and subscribed before me this 10th day of November, 2011 AD

Notary Public, State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
Angie Bridges
Commission #DD779718
Expires: APR. 20, 2012

CITY OF CLEWISTON
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Bid No. 2011-06

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CITY OF CLEWISTON, FLORIDA
Marilyn McCorvey, City Clerk
601702 CN 11/3,10/2011

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CLIENT COPY

AGREEMENT

Contract ID # 2012-0146

This agreement ("Agreement") is made this 17 day of July 2012 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of Clewiston, Florida, with offices at 115 West Ventura Avenue, Clewiston, Florida 33440 ("Client").

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.

c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.

d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.

e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.

f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a

11K (43)

Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

3. Intellectual Property Infringement Indemnification.
a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

i. Promptly notifies Tyler in writing of any such claim;
ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
(a) Procure for Client the right to continue using the infringing Tyler Software Products; or
(b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars ($25) are not available.

2. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

11K(44)

3. Additional Services.

a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1).

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change.

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products.

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a) For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").
b) Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products ("Developer").
c) Third Party Software Maintenance.

i) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.
ii) In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.
iii) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(21). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
Force Majeure will not be allowed unless:
a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.
Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification.
a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for

11K(46)

personal injury or property damage arising from Tyler's negligence or willful misconduct.
b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").

The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.

In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement,

11K(47)

nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.
a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
a) At the time of the disclosure is in the public domain;
b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
d) A party receives from a third party who has a right to disclose it to that party; or
e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

16. Shipping. Delivery shall be F.O.B. shipping point.

17. Payment Terms.
a) Tyler shall invoice Client $21,640.25 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
b) Tyler shall invoice Client $51,936.60 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
c) Tyler shall invoice Client $12,984.15 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.

11K(48)

d) Tyler shall invoice Client fees for services in the amount of 113,196.00, plus expenses, if and as provided/incurred.
e) Tyler shall invoice Client the initial amount of $800.00 for Hosted On-Line Products and commence monthly fees in the amount $260.00 upon installation of such products.
f) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
g) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
h) Payment is due within thirty (30) days of the invoice date.
i) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Tyler agrees to hold the maintenance rate constant for the first three (3) annual payments, then Tyler will increase Maintenance 4% in year four (4) and 5% in year five (5). Subsequent annual Maintenance fees will be due on the anniversary of such date.

18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

21. Notices.
a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
i) Actually received,
ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
iii) Upon receipt by sender of proof of email delivery, or
iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

11K (49)

City of Clewiston, FL
115 West Ventura Avenue
Clewiston, Florida 33440
Kevin McCarthy – Utilities Director

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Albert Mendoza – Contract Specialist

22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

City of Clewiston, FL

By: Steve A. McKown

Name: Steve McKown

Title: City Manager

Date: July 17, 2012

Tyler Technologies, Inc.

By: Sandy Peters

Name: Sandy Peters

Title: Executive VP Development, LGD

Date: 7/3/12

11K(50)

Investment Summary

Kevin McCarthy
City of Clewiston, FL

tyler technologies

Prepared for:	City of Clewiston, FL	Contract ID # :	2012-0146
Contact Person:	Kevin McCarthy	Issue Date:	7/3/12
Address:	115 West Ventura Avenue Clewiston, FL 33440	Salesman:	J. Ash
Phone:	(863) 983-1454		
Fax:	-		
Email:	kevinmcc@clewiston-fl.gov	Tax Exempt:	*Yes / No*

Product, Service & Equipment	Milestone # 1 On Execution	Milestone # 2 On Delivery	Milestone # 3 As Verified	As Progress Occurs	Totals	Maintenance
Total Applications Software	21,640.25	51,936.60				22,240.00
License Fees - INCODE Financial Suite			3,693.70		23,958.00	
License Fees - INCODE Personnel Management Suite			1,690.00		12,600.00	
License Fees - INCODE Customer Relationship Management Suite			7,252.95		48,353.00	
License Fees - INCODE Document Management Suite			247.50		1,650.00	
Total Professional Services						
On-Site Services				69,500.00	69,500.00	
First Implementation				4,000.00	4,000.00	
Project Management			2,500.00		2,500.00	
Data Conversion & Assistance				47,196.00	47,196.00	
Tyler Online Training Center						1,200.00
Totals	21,640.25	51,936.60	15,484.15	110,696.00	199,757.00	23,440.00

Please Note: Travel expenses will be billed as incurred.

		Initial Fees	Monthly Fees**
Total Monthly Services		800	260
Internet Services and Products			
***Please note this is not an Annual agreement, the fees listed herein are monthly fees.*			
Totals		800	260

11K (51)

Software Licenses

Kevin McCarthy
City of Clewiston, FL
July 3, 2012

Application Software	QTY	License Fee	Annual Fee
Incode Financial Management Suite	1	23,958	5,990
Core Financials			
(General Ledger, Budget Prep, Bank Recon, Accounts Payable)			
Purchasing			
Fixed Assets			
Inventory Control			
Project Accounting			
Incode Personnel Management Suite	1	12,600	3,150
Personnel Management			
(Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control/Budgeting)			
Incode Customer Relationship Management Suite	1	45,788	11,447
Utility CIS System (Electric & W or G)			
Utility Handheld Meter-Reader Interface			
Cashiering			
(Support Credit/Debit Cards via ETS, PCI Compliant)			
Work Orders			
Miscellaneous Accounts Receivable			
Building Projects			
Business License			
(Sales Tax)			
Call Center			
Incode Content/Document Management Suite	1	1,650	413
Incode Printing and Reporting Solutions			
Standard Forms Package			
(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)			
System Software & Network Services		2,565	1,241
System Software			
System Software			
Network Services	1		
Incode Application Subtotal		83,996	20,999
System Software Subtotal		2,565	1,241
Application and System Software Total		**86,561**	**22,240**

11K (52)

Professional Services

Kevin McCarthy
City of Clewiston, FL
July 3, 2012

tyler technologies

Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Financial Suite	140	17,500
Personnel Management Suite	60	6,500
Customer Relationship Management Suite	300	35,500
Content Management Suite	0	N/A
Conversion Services		
Financial Suite	44	25,166
Customer Relationship Management Suite	48	22,030
INCODE Professional Services		
Project Management		2,500
Final Implementation Services	32	4,000
Professional Services Total	624	113,196

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
Incode Financial Suite			
Incode Financial Applications			
Core Financials	1	64	8,000
(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)			
Purchasing	1	24	3,000
Fixed Assets	1	16	2,000
Inventory Control	1	16	2,000
Project Accounting	1	12	1,500
Financial Consulting Services		8	1,000
Financial Suite Subtotal		140	17,500
Incode Personnel Management Suite			
Incode Personnel Management Systems			
Personnel Management	1	52	6,500
(Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control/Budgeting)			
Personnel Consulting Services		8	1,000
Personnel Management Suite		60	6,500
Incode Customer Relationship Management Suite			
Utility CIS System (Electric & W or G)	1	108	13,500
(Smart Grid Support, Time of Use, Ratcheting, KVAR, Load Profiling)			
Utility Handheld Meter-Reader Interface	1		N/A
Cashiering	1	16	2,000
(Support Credit/Debit Cards via ETS, PCI Compliant)			
Work Orders	1	60	7,500
Miscellaneous Accounts Receivable	1	12	1,500
Building Projects	1	40	5,000
Business License	1	24	3,000
(Sales Tax)			
Call Center	1	24	3,000
Utility Operations Consulting Services		16	2,000
Customer Relationship Management Suite Subtotal		300	35,500
Incode Content Management Suite			
Incode Printing and Reporting Solutions			
Standard Forms Package	1		N/A
(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)			
Content Management Suite Subtotal			N/A
Professional Services			
Professional Services			
Project Management			2,500
Final Implementation		32	4,000
Professional Services Subtotal		32	6,500

11K(53)

Professional Services

Kevin McCarthy
City of Clewiston, FL
July 3, 2012

tyler technologies

Conversion Services	QTY	Conversion Programming Fee	Estimated Hours	Estimated Services	Conversion Services
Financial Applications					
General Ledger					
Chart of Accounts - No History		1,513	4	500	2,013
Detail History - Including current year plus 2 years history.		4,538	4	500	5,038
Accounts Payable					
Vendor File - No History		1,513	4	500	2,013
Detail History - Including current year plus 2 years history.	1	4,538	4	500	5,038
Payroll					
Employee Static Information		3,026	20	2,500	5,526
Current Year Check History -Including current year plus 2 years history.	1	4,538	8	1,000	5,538
CRM Applications					
Utility CIS - MMS					
Account/Address Master (includes contacts & properties)		4,535	8	1,000	5,535
Current & Past Service/Meter Information -Including current year plus 5 years history.		2,118	8	1,000	3,118
Current Year Transactions (bill, payment, late charge, etc)-Including current year plus 5 years history.		2,420	12	1,500	3,920
Building Permits					
Permits Master (includes contacts & properties)		2,722	8	1,000	3,722
Business License					
Master (includes contacts & properties)		2,722	8	1,000	3,722
Accounts Receivable					
A/R Master Info		1,513	4	500	2,013
Conversion Services Subtotal		35,696	92	11,500	47,196
Conversion Services Total		35,696	92	11,500	47,196

Note:
Additional history conversion can be purchased for $100 per month per module.
Financial data conversion consists of current year plus 2 years history.
Utility Billing conversion data consists of current year plus 5 years history.

IIK(54)

Hosted Applications

Marilyn McCorvey
City of Clewiston, Florida
July 3, 2012

tyler technologies

Service	QTY	Charges		Initial Year	Annual Fee
Citizen Portal					
One Time Setup Fee - Hardware Configuration - DNS registration	1	800		800	
Monthly fee to support and host Web site		100	/month	1,200	1,200
INCODE Utility Billing On-Line Component					
Utility Billing Online (4 cents per bill, per month)	4,000	0.04	/month	1,920	1,920
- Data extraction and storage - Display of: • Current status (late, cut off etc) • Action needed to avoid penalty • Current Balance • Deposits on file (optional) • Last payment date • Last payment amount • Payment arrangements on file • Last bill amount • Last bill date • Bill due date • Contracts on file and status • Transaction history - Address information including • Mapping • Legal description* • Precinct* • School district* • Services at address * - Subject to data availability - Consumption history by service, including graphs - Request for service (optional) - Information change request (optional) - Security - SSL (Secure Socket Layer) - Online Payments • Payment packet is created to be imported to Utility System *NOTE: Customer pays $1.25 fee per transaction for payment on-line.*					
Hosted Applications Total				3,920	3,120

MK (55)

Tyler OnDemand - Tyler Online Training Center

Kevin McCarthy
City of Clewiston, FL
July 3, 2012

Service	Annual Fee
Tyler OnDemand - Tyler Online Training Center	
Tyler Online Training Center	1,200

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
    - Financials
    - Payroll
    - Human Resources
    - Utility Billing
    - CRM
    - Court
    - Public Safety

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

Tyler Online Training Center Total	**1,200**

11K(56)

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS rate plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a $1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night should not exceed $100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

MK (57)

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem

The split for the per diem meals is:

15% Breakfast
35% Lunch
50% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

Depart before 12:00 noon	lunch and dinner
Depart after 12:00 noon	dinner

Return Day

Return before 12:00 noon	breakfast
Return between 12:00 noon & 8:00 p.m.	breakfast and lunch
Return after 7:00* p.m.	breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to $15.00 per day. Charges for internet access at airports are not reimbursable.

Effective March 23, 2012

11K(58)

Exhibit 3

The Data Conversion Process

Purpose

One of the most difficult aspects of software transition revolves around data conversion. This process takes place in one of two ways:

1. The manual method - In the manual mode the Client enters data from the existing system into the new Tyler system.

2. The automated method - In the automated mode a software program is written or coded in order to facilitate moving information from the existing system to the new Tyler system.

This document is provided to aid the Client in understanding the automated conversion process and to provide clear direction as to the responsibility and the scope of the process.

Who should read this document?

The obvious answer to this question is the individual at the Client site that is most responsible for the transition. Specifically, it should be:

1. The individual responsible for extracting and providing data from the old system to the Tyler system.

2. Any individuals responsible at a department level.

3. Any individual that would benefit from understanding the conversion process

The Conversion Process

The process itself has a predefined set of steps that must take place for a successful conversion:

1. Initial data extraction - The Client must perform the preliminary extraction and transmission of data.

2. Data Evaluation - Tyler will then be responsible for evaluating the information that has been transmitted. Upon a successful evaluation, the Client will be contacted for further scheduling.

3. Conversion scheduling - Once a schedule has been decided upon, Tyler will proceed in development of the conversion programs. During the development step, the Client will be responsible for providing knowledge and insight into the information from its current system.

4. On-Site Conversion - Upon Tyler's arrival at the Client's site for the conversion, the Client will be responsible for a final extraction of the data. In most situations the Client will not have to transmit the final extraction to Tyler. The Tyler trainer on site will assist the Client in preliminary Tyler application setup that is required for the conversion as well as execute the conversion programs and assist in the verification of the converted information's integrity.

Even though the Tyler trainers possess a great deal of knowledge in the area of conversion, it is ultimately the Client's responsibility to validate any converted data. The sections that follow clearly outline and describe each of the above steps.

MK (59)

Data Extraction and Transmission of Data

The Client must supply data in ASCII file format with unpacked data fields. The ASCII (pronounced as AS-key) is an abbreviation that represents the American Standard Code for Information Interchange. This standard was established in 1967 and still represents one of the most important standards in the computer industry. Vendors also use compression techniques in their data structures to pack numeric fields and dates. Since these techniques are not standard and vary from vendor to vendor, we are unable to process this information. In the simplest of terms, the Client's data that is transmitted to the Tyler system should be legible in a standard text processing program such as Windows textpad or wordpad. The characters that you view on screen should be the same characters that are on your computer keyboard.

File Descriptions and layout

The Client must supply sufficient file descriptions and layout information for the data. Sometimes file descriptions will be referenced as data definitions. Normally data files have one row after another. Each row represents a record or grouping of information. As an example, a vendor file would normally have a row for each vendor in the system. The rows then have to be broken down further into columns or fields. An example of a field in the vendor file could be vendor name. The file description provides the information needed to know exactly what position each field starts and stops in each row. In all cases, file descriptions are absolutely necessary for any type of conversion.

Media Type

Unless the Client's existing system has a unix operating system, the most desirable media to transmit the data would be a cd. In situations where a writable cd is not available, the Client can submit the information on a zip disk or 4mm tape. If a 4mm tape is used then the Client should transfer the information to the tape using the standard Windows backup software. The Client may also submit the data via email when the Client has a compression utility such as winzip and a fast and reliable internet connection. When the Client's existing system has a unix operating system, the Client may use any of the methods mentioned above with the additional transmittal method of a 4mm tape with the maximum capacity of 4gb or a ¼ inch tape with the maximum capacity of 1gb. The Client should include the Data Transmission Form with the media. If the Client is using email to transmit the data, include the information from the Data Transmittal Form in the email as text or an attachment. In situation where none of the above options are available to the Client, arrangements should be made with Tyler as to viable alternatives. These alternatives may involve additional fees.

There are certain vendors that Tyler has had considerable conversion experience and has developed processes to extract the information from their proprietary data files. Other vendors store their data in Microsoft Access or Microsoft SQL Server database. It is possible in these situations that the Client can provide their existing data files in their current state without data extraction. In this scenario the Client would only be responsible for providing a backup of their current data.

The first data extraction is for the sole purpose of developing the conversion software. This extraction should contain all the tables or files that are to be converted along with the appropriate record layouts. An incomplete extraction can produce time delays and undesirable results during the actual conversion.

Final Data Extraction

The final data extraction will be performed on the day of or a day very close to the final conversion. This extraction will be coordinated with Tyler's conversion personnel and implementation coordinator.

11K (60)

Data Extraction Assistance

In almost all instances the Client owns its data, but the current software provider's file descriptions will be considered proprietary information. There will be scenarios where the software provider will not provide file descriptions or will provide the descriptions for a fee. Any fees required by the vendor are the responsibility of the Client and are not included in the contract. In many situations the data will have proprietary fields with no easy solution for extraction. Tyler's years of experience with data conversions has lead to many innovative techniques for data extraction. When the Client has exhausted its available options, Tyler can assist with the data extraction for additional fees. The Client will have the responsibility of contacting their sales representative for a quote for additional services. Upon receipt of a purchase order from the Client, Tyler will proceed with this assistance.

Conversion Scheduling

Once Tyler has received the data from the Client a three stage evaluation process will be implemented. Media will be evaluated as to its readability. Each data file transmitted will be reviewed as to its format, file description, and estimated complexity. When these two stages have been successfully completed, Tyler's implementation coordinator will schedule with the Client a time for the data conversion, conversion assistance, and training. The third stage of the evaluation is more detailed and will follow in approximately 3 weeks. During this stage the data will be evaluated for its completeness, validity, and mandatory fields needed in the conversion. If problems arise during this process, Tyler will communicate to the Client the problems. The Client will be responsible for resolving the problems in a timely a manner as possible so that the schedule is not affected. If no problems arise then the Client can assume that Tyler is on schedule.

Timing is an important element during a data conversion. Scheduling of the conversion will revolve around the most advantageous cutoff dates. For example, if a Client bills their utility customers at the end of each month, the best time to do the conversion would be during the last two weeks of the month. Financial conversions will be easier to validate if performed after a period has been closed. All of these elements will be discussed by the implementation coordinator with the Client during scheduling.

Conversion Program Development

After Tyler receives and validates the Client's data, the development of the conversion program will begin. During the development process, questions about the Client's current data or application may be raised. The Client is responsible for providing contact information for staff member(s) that are capable of responding to questions for each module being converted.

It is important for the Client to understand that Tyler has a minimal amount of experience with the Client's current application. Questions raised by Tyler will be the result of analyzing data. There are a significant number of times when the data being analyzed does not correspond with the information that the Client views on the screen in their current application. Providing staff members that have an in depth knowledge of the Client's current application is a key element of a successful conversion.

Part of the development process will be testing the program with the data provided in the first extraction. This testing will take place at Tyler's facilities. Any potential problem areas will be communicated to the Client.

Conversion Assistance

As part of the contract, a Tyler trainer will be at the Client location during the actual conversion. The trainer will provide conversion assistance in the areas of preliminary setup, conversion program execution and data validation.

Even though the primary focus of the trainer is a successful completion of the conversion process, the trainer will be providing a limited amount of training in certain areas. In a majority of cases, the trainer responsible for the conversion assistance will also be responsible for the training that will occur either before or after the conversion.

It is important to note that the trainer will not be the programmer responsible for the creating or modifying conversion program. The trainer will be responsible for conveying to the programmer discovery of Client specific information before the final conversion and any mistakes found after the conversion. The Client will need to facilitate the trainer by providing a comfortable place to work, access to facilities before and after normal work hours and telephone communications.

Data Validation

The final step in the conversion process is the data validation. Much attention will be given to data integrity during the testing phase by the program developers. The conversion assistant will also spend time testing the integrity of the information. Balances and the output of processes will be tested after the conversion. A visual inspection of different modules will be performed by choosing different records on a random base. But data validation is ultimately the responsibility of the Client.

Conclusion

After over 20 years and several hundred conversion experiences, Tyler has determined that there are several key factors in a successful conversion. The Client needs to have a realistic expectation of what is going to happen. The Client must understand that there are no pleasant conversions; therefore a successful conversion is one that provides the least amount of displacement and discomfort. More than likely, the Client will have to change their schedules and prepare for a heavier work load during the conversion. The Client has to realize that the data on the system being converted is exactly how the data will be on the new system. The conversion process does not clean up or correct any information during the conversion process. The old adage "garbage in, garbage out" is very relevant during the conversion process. One example would be a general ledger conversion where the current system's ledger is out of balance. After the conversion, the Tyler general ledger will be out of balance. And finally, to have a successful conversion, there must be a team approach by all those involved.

11K (62)

COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY and the party signing this agreement as the "SUBSCRIBER".

DEFINITIONS

COMPANY Web Services COMPANY Web Services are designed to enable SUBSCRIBER to easily establish a presence on the Internet. COMPANY Web Hosting and Design is composed of the COMPANY Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

COMPANY Utility Billing On-Line The COMPANY Utility Billing On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Utility Billing System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

AGREEMENTS

1) TERM. SUBSCRIBER must return an executed copy of this Agreement to COMPANY within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) days notice of said intent. In the event that the SUBSCRIBER fails to pay any amount payable to COMPANY hereunder, when due, or fails to comply with any other provision of this Agreement, COMPANY may terminate the SUBSCRIBER's rights by written notice to that effect to the SUBSCRIBER. COMPANY may, by written notice to the SUBSCRIBER, terminate its obligations under this Agreement in the event that COMPANY, for whatever reason, ceases to host SUBSCRIBER's Web Site. A termination of the SUBSCRIBER's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the COMPANY concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If SUBSCRIBER wishes to terminate before the stated term expires, SUBSCRIBER must give sixty (60) days written notice in order not to incur termination costs of $260.00. Please also see section entitled "TERMINATION" in this Agreement.

2) NATURE OF WEB SITE. COMPANY shall maintain a web site accessible over the Internet, for SUBSCRIBER. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by SUBSCRIBER. This data may include certain data elements from SUBSCRIBER's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to SUBSCRIBER, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

3) DATA PROCUREMENT. COMPANY must host the components and services listed in the Investment Summary of this Agreement. The SUBSCRIBER will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of COMPANY Web Service transactions. The merchant account must be setup to fund to the SUBSCRIBER bank account. All fees for the merchant account will be paid by SUBSCRIBER.

   SUBSCRIBER will be required to install and run Tyler Web Services in order for the COMPANY On-Line application to access and transfer the necessary data from the SUBSCRIBER's primary software system, to COMPANY's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to SUBSCRIBER. COMPANY will assume responsibility for transferring such information back to SUBSCRIBER on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of SUBSCRIBER.

4) LICENSED SOFTWARE OWNERSHIP. SUBSCRIBER agrees that COMPANY possesses exclusive title to and ownership of the COMPANY Software.
   a. SUBSCRIBER agrees that SUBSCRIBER acquires neither ownership nor any other interest in the COMPANY Software, except for the right to use and possess the COMPANY Software in accordance with the terms and conditions of this Agreement.
   b. All rights not expressly granted to SUBSCRIBER in this Agreement are retained by COMPANY.
   c. SUBSCRIBER agrees that COMPANY Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by COMPANY are and shall remain the exclusive property of COMPANY. SUBSCRIBER

11K (63)

COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

agrees that the COMPANY Software consists of COMPANY's trade secrets. COMPANY shall retain all copyrights in the COMPANY Software, whether published or unpublished.

d. COMPANY agrees that all data provided to COMPANY for the purposes of generating the web site shall remain the property of SUBSCRIBER. Should SUBSCRIBER terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, COMPANY agrees to return to SUBSCRIBER, all graphics, text documents, and data files held by COMPANY.

5) **SUBSCRIBER MEMBERSHIP FEES.** For establishing new COMPANY Web Services, the SUBSCRIBER shall pay to COMPANY the amounts as stated in the Investment Summary.

6) **INSITE FEES.** COMPANY may increase the INSITE per-transaction fee for online payment no more than once per year with prior written notice.

7) **NOT ASSIGNABLE.** The rights of the SUBSCRIBER under this Agreement are not assignable without the prior written consent of COMPANY. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the SUBSCRIBER is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.

8) **SOFTWARE MAINTENANCE.** This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. COMPANY reserves the right to change the functionality of future releases of its software and SUBSCRIBER understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

9) **PARTIAL INVALIDITY.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.

10) **RESPONSIBILITY OF DATA.** COMPANY will assume responsibility for all data transfer, but not responsible for data accuracy.

11) **SITE REQUIREMENTS.**

a. SUBSCRIBER shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide COMPANY with IP connection to SUBSCRIBER's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of SUBSCRIBER's firewall settings. **No wireless Internet connections allowed.**

b. COMPANY shall provide SUBSCRIBER with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If SUBSCRIBER will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

12) **PROPRIETARY INFORMATION.**

a. Distribution of COMPANY Software. SUBSCRIBER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.

b. Software as Trade Secret. SUBSCRIBER shall maintain the confidentiality of the Software and unless specifically authorized by COMPANY or except for ordinary and necessary backup purposes, SUBSCRIBER may not make or have made any copies of the Software or any part thereof. SUBSCRIBER shall include COMPANY's proprietary notice or other legend on any copies made by SUBSCRIBER as permitted hereunder.

13) **WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY.** COMPANY warrants that the Software will substantially conform to current specifications delivered by COMPANY to SUBSCRIBER pursuant to this Agreement, including COMPANY's response to the Request for Proposal for six (6) months following installation; provided, however, that COMPANY's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by COMPANY. In the event that the Software is found to be defective in such respect and SUBSCRIBER notifies COMPANY in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, COMPANY's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF

11K(64)

COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

PROFITS, REVENUES OR DATA, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14) **HOLD HARMLESS.** SUBSCRIBER agrees that it will hold COMPANY harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to

a. SUBSCRIBER's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
b. SUBSCRIBER's unauthorized alterations to or use of the Software, or
c. SUBSCRIBER's breach of any of its obligations to maintain the confidentiality of the Software or SUBSCRIBER's unauthorized copying thereof.

15) **TERMINATION.** This Agreement or any license referenced hereunder may be terminated by COMPANY upon written notice to SUBSCRIBER if SUBSCRIBER performs any breach of the terms of this Agreement. At the date of termination of this Agreement, SUBSCRIBER shall promptly return to COMPANY any Software, related documentation, materials and other property of COMPANY then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.

16) **GENERAL.**

a. This Agreement shall be governed by the laws of SUBSCRIBER's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
b. All acceptances by COMPANY of purchase orders and all sales by COMPANY are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of SUBSCRIBER's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of COMPANY. Any such additional or different terms are hereby objected to. All acceptances by COMPANY are expressly conditional on SUBSCRIBER's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, SUBSCRIBER should notify COMPANY at once.

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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

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: September 5, 2012

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

FROM: Dennis Kelly, City Manager
Nina Boniske and Gary Brown, City Attorneys

SUBJECT: Completion of and Payment for JFK 79th Street Causeway Redevelopment/ Dr. Paul Vogel Park Improvements ("Project")

RECOMMENDATION:

It is recommended that the City Commission approve the attached Resolution and authorize the appropriate City officials to:

1) Negotiate and make payment to various subcontractors and suppliers of M. Vila & Associates, Inc. ("Vila") for the above Project for a cost not to exceed $114,332.00;

2) Waive the competitive bidding process pursuant to Section 36.25 of the City Code to approve negotiation of a Completion Contract with Valley Crest Landscape Development, Inc. ("Valley Crest"), a general contractor (who was also a main subcontractor under the original agreement with Vila) to complete the Project utilizing the services of the existing electrical subcontractor, Southeast Underground Utilities Corp ("Southeast");

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

3) Authorize payment to Valley Crest and Southeast in an amount not to exceed $410,000.00 ($235,999.00 for previously performed work on the Project under Vila and $174,001.00) to complete the Project);

4) Authorize Kimley-Horn to proceed with construction phase services under Work authorization No. 06-12 for a cost not to exceed $23,000.00; and

5) Bring the negotiated Completion Contract back to the City Commission for approval.

As discussed in more detail below, payment of the forgoing amounts, as well as costs incurred and to be incurred by the City in connection with the termination of Vila and hiring of a Completion Contractor, will require appropriation by the City Commission of approximately $281,789.00 (recommended from the CITT Fund, GO Bonds for Vogel Park, and the General Fund Reserve).

BACKGROUND:

After competitive procurement, the City awarded a design-build contract to Vila for certain roadway and landscaping improvements to JFK 79th Street Causeway ("Agreement"). In connection with the Agreement, Vila was required to procure payment and performance bonds to secure payment/performance of the Project by Vila (the "Bonds"). Work under the Agreement was released in phases pursuant to certain work orders (Work Orders 1 and 2). Pursuant to a Change Order to the Agreement, the work was expanded to include certain improvements to Dr. Paul Vogel Park and was included in an additional work order (Work Order 3). The total cost of the Project, as set forth in the Work Orders, and including Change Orders to the Agreement, was $2,464,283.89 (*See* Resolution No.'s 2009-74, 2010-32, 2011-49, and 2011-56).

Vila abandoned the Project prior to completion, and the City terminated Vila for cause on or about May 31, 2012. At the time of termination, the contract balance, including retainage, remaining in the City's budget for this Project was $305,913.75. At that time staff sought and obtained direction from the City Commission to work towards completion of the Project. During our due diligence to determine default and effectuate termination, we discovered that Vila had not provided all of the required Bonds. Vila had initially procured a payment and performance bond from Suretec Insurance Company ("Surety") totaling $60,000.00. Formal demand was made on the Surety to complete the Project under the performance bond; however, the Surety denied coverage and has taken the position that this small bond was only for a portion of the initial work under the Agreement and was essentially released when this initial work was completed. Subcontractors on the Project also made claims for payment under the payment bond, which were also denied by the Surety on the same basis.

Although the City has the option to file suit against Vila for breach of contract for failure to obtain the required bonds, for practical purposes it appears that Vila is no longer a viable business and is likely judgment proof. Certainly, the City could further explore filing litigation against Vila, however, at the present time the recommendation is to obtain completion of the Project and address litigation at a later date. As this time the City does have the Project balance available to use towards completion of the Project.

To compound Vila's default, the City subsequently received written notices of non-payment from Vila's subcontractors and suppliers for completed work on the Project totalling approximately $373,510.66. ("Claimants") (this amount is currently being verified by City staff and the City Attorney) Further, two of the Claimants have filed litigation for unpaid work and/or materials; Valley Crest, whose claim at this time is against Vila and Suretec (but they have advised the City they intend to add it to the litigation if their claim is not resolved); and Central Concrete Supermix, Inc. Another Claimant, Cemex Construction Materials Florida LLC, has retained counsel and threatened to file suit against the City if payment is not made within the next several weeks (counsel's last correspondence provided a deadline of August 16, 2012 but counsel has since provided an extension of this date). The City Attorney has been in contact with all Claimants and/or their attorneys to attempt to work towards a resolution of their claims without the City having to be involved in the expense of protracted litigation. As part of the resolution of these Claimant's claims, the City Attorney will ensure that each Claimant releases the City from any further liability and any litigation is dismissed and, to the extent possible, obtain an assignment of rights by Claimants against Vila.

Without the security of the Bonds, the City's only real viable option is to negotiate payment to each of the Claimants and to hire a contractor to complete the balance of the Project. The City has been working with Valley Crest to obtain a workable proposal to serve as the City's Completion Contractor (staff did obtain proposals to complete the work from other contractors; however, their prices exceeded Valley Crest's and this contractor is already familiar with this Project). The Project completion would be supervised by Kimley Horn, the City's Consulting Engineers (pursuant to Kimley-Horn's construction phase services work authorization No. 06-12). The City would also negotiate and arrange for payment of verified amounts to unpaid Claimants. Based on discussions with staff and the City Attorney, Valley Crest and Southeast have offered to accept a negotiated and discounted lump sum total amount of $410,000.00 as payment for their unpaid work performed for Vila and to also complete all remaining work on the Project. It is estimated that payment to other unpaid Claimants will amount to approximately $114,332.00.

Consulting Engineering and Legal expenses are anticipated to be approximately $57,870.00 (already incurred and estimated to complete, noting that these are estimates and total expenses will depend upon the cooperation of the Claimants, litigants and Valleycrest in negotiating a Completion Contract). Miscellaneous expenses to be incurred by City staff in connection with self-performance of minor remaining work items amount to approximately $5,500.00.

Based upon information presently available to the City, the total cost of completion of the work using Valley Crest and Southeast, payment to other unpaid Claimants, and termination-related expenses incurred and to be incurred by the City, is approximately $587,702.00. This amount exceeds the remaining balance under Vila's contract by approximately $281,789.00, and is currently unfunded in the City's budget. For ease of reference, the below table reflects an accounting of the above figures:

M. Vila Contract balance reconciliation	
M. Vila Contract	$2,464,283
Payments to M. Vila	$2,158,370
Contract balance available	$ 305,913
Project completion expenses	
Valley Crest/Southeast completion proposal	$ 410,000
Other unpaid Claimants	$ 114,332
Engineering fees	$ 26,500
Legal fees	$ 31,370
Miscellaneous expenses	$ 5,500
Total completion costs	$ 587,702
Balance needed to complete the Project	($281,789)
Available funds	
CITT Fund	$ 125,184
GO Bonds for Vogel Park expenses	$ 74,382
General Fund Reserves	$ 82,223
Total	$ 281,789

BUDGETARY IMPACT:

There will be an approximate impact of $281,789.00, since the additional funds needed to complete the Project, pay Claimants, and cover termination-related expenses is presently unbudgeted. However, the City Manager and City Attorney will attempt to minimize this impact by reducing claims where possible. Any cost savings realized will be allocated back to the General Reserve Fund.

PERSONNEL IMPACT:

No additional personnel are required, as the Work will be completed by Valley Crest using its forces and one or more subcontractors. However, staff will have time and effort expended to coordinate with the City's Consulting Engineers, Valleycrest and the City Attorneys.

ATTACHMENTS:

Default and Termination letters to MVila from City Manager
Vila's Payment Requisition #20
Spreadsheet of unpaid Vila subcontractors (Claimants) and other expenses for Causeway/Park
Letter from Surety to City refusing claim
Proposal from Valley Crest to complete Project
Complaint filed by Valley Crest
Complaint filed by Central Concrete
Correspondences from Cemex's Attorney
Kimley-Horn Work Authorization No. 06-12

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Public Works Director

City of North Bay Village
JFK Causeway Project
M Vila Contractor

Subcontractor	Current amounts due to subcontractors	To Complete Causeway	To Complete Park	Total To Complete Entire Project
Valley Crest *	$ 137,323	$ 53,336		Causeway
Southeast Underground *	$ 98,676	$ 118,030		Causeway
Cemex Concrete	$ 10,610			Causeway
Central Concrete Supermix	$ 8,326			Causeway
C3TS (Permits expire in August 2012).	$ 2,700			Causeway
AECOM (Subcontractor to C3TS).	$ 9,750			Causeway
Safety Systems Barricades Corp.	$ 4,193			Causeway
Signs For You Inc. dba:SFY Architectural Signs & Displays	$ 11,570			Causeway
Subtotal Causeway	$ 283,148	$ 171,366	$ -	$ 454,513
G.C. (French Drain West of Playground)	$ -		$ 2,500	
Adonel Concrete	$ 4,283			Park
Bennet Electrical	$ 16,058		$ 135	Park
Allied Trucking	$ 6,167		$ -	Park
GameTime (Dominica Recreation Products)	$ 29,175			Park
Research Irrigation, Inc.	$ 11,500			Park
Subtotal Park	$ 67,183	$ -	$ 2,635	$ 69,818
Subtotal Due and to Complete Project	$ 350,331	$ 171,366	$ 2,635	**$ 524,331**
Additional Costs to Complete Project				
Legal				$ 31,370
Engineering Oversight & Inspections				$ 26,500
Miscellaneous City costs				$ 5,500
Subtotal Additional Costs				$ 63,370
Total Costs to complete JFK Causeway Project				**$ 587,701**

* This is the negoiated price for these 2 sub contractors

Prepared by Bert Wrains September 7, 2012

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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

May 10, 2012

Via Certified Mail #7011 3500 0000 2124 7928 and Fax (305) 826-0004

Mr. Miguel Vila, V.P.
M. Vila & Associates, Inc.
12097 NW 98th Avenue
Hialeah Gardens, Florida 33018

Via Certified Mail #7011 3500 0000 2124 7935 and Fax (512) 732-2663

Mr. Jimmy Sparks
SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Texas 78759

RE: City of North Bay Village RFQ #2009-001-CP ("City")
Design Build Contract Dated October 13, 2009 ("Contract")
Performance Bond No. 5072120 Dated March 31, 2010 ("Bond")
Design/Build of John F. Kennedy Causeway ("Project")

CONTRACTUAL NOTICE OF INTENT TO DECLARE CONTRACTOR DEFAULT AND TERMINATION

Dear Msrrs. Vila and Sparks:

On or about May 1, 2012, the City received written notice that Vila had ceased operations. Pursuant to Section 15.1.5 of the Contract, we construe this communication as an abandonment of the Project, as a contractual default, and grounds for termination of the Contract. Pursuant to Section 15 of the Contract, failure to cure the default within seven (7) days will result in termination of the Contract.

As you are aware, the Project is behind schedule, there remain outstanding items in the Work that need to be completed to obtain Substantial Completion and defective installed Work needs to be corrected. It is apparent from your May 1st communication that Vila will be unable to timely complete the Project and no longer has the resources to complete the Project. Also included as part of Project completion will be the delivery of all close out documents, warranties and as-builts, as well as any other deliverables required by the Contract Documents.

By correspondence from SureTec to the City dated April 30, 2012 (actually delivered to the City on May 7, 2012), the City was advised by the Surety to make no further payments to Vila. The City also received notices of non-payment from several of Vila's subcontractors totaling at this time in excess of $100,000. Additionally, please be advised that pursuant to Section 4.1 of the Contract, the City is entitled to liquidated damages in the amount of $1,000.00 per day due to Vila's failure to timely achieve Substantial Completion of the Work.

In accordance with Section 14.6 of the Contract, the City has the right to withhold payment to Vila to protect itself from defective work not remedied, liquidated damages, reasonable evidence that the Work cannot be completed for the Contract balance, reasonable evidence that Work cannot be completed

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

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within the Contract time, and failure to carry out the work per the Contract Documents. In light of the foregoing, and as contractually permitted, the City will not be releasing any further payment to Vila until such time as the above issues has been adequately addressed by Vila and/or SureTec.

Although we have made informal contact with SureTec and anticipate the Surety's timely assistance with the completion of the Work necessary to complete the Project, we have included SureTec in this correspondence to provide formal notice to the Surety in accordance with Section 2 of the Bond, of the City's intention to declare Vila in default and terminate the Contract.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Sincerely,

Dennis Kelly
City Manager

cc: Nina Boniske, City Attorney
Gary Brown, City Attorney
Sam Zamacona, Public Works Director

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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

May 31, 2012

Via Certified Mail #7011 3500 0000 2124 7416
and Facsimile (305) 826-0004

Mr. Miguel Vila, V.P.
M. Vila & Associates, Inc.
12097 NW 98th Avenue
Hialeah Gardens, Florida 33018

Via Certified Mail #7011 3500 0000 2124 7423
and Facsimile (512) 732-2663

Mr. Jimmy Sparks
Suretec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

RE: City of North Bay Village ("City")
RFQ #2009-001-CP
Contract Dated October 13, 2009 ("Contract")
Performance Bond No. 5072120 Dated March 31, 2010 ("Bond")
Design & Construction of John F. Kennedy Causeway Redevelopment ("Project")

NOTICE OF TERMINATION

Dear Messrs. Vila and Sparks:

By letter dated May 10, 2012, the City notified M. Vila & Associates ("Vila") of its abandonment of the Project, contractual default, and the City's intention to terminate the Contract if the default was not timely cured. A copy of the default notice is attached. Despite notice, Vila has failed to adequately or timely correct and complete its work, has failed to pay its subcontractors, and has otherwise failed to cure its default.

Therefore, in accordance with Section 15.1 of the Contract, Vila is hereby terminated. In the event the Contract balance is insufficient to complete the Project, including payment due to unpaid subcontractors, and also including accrued liquidated damages, the City will have no alternative but to pursue any and all legal avenues of recovery against Vila and its Surety to recover the City's damages.

Pursuant to Section 2 of the Bond, we have included Suretec in this correspondence to formally notify the Surety of the City's termination of the Contract. Further, the City will look to the Surety to complete the Project and compensate the City for any damages it may sustain due to Vila's default. Should the Surety deny coverage under the Bond, the City will seek enforcement of its contractual remedies against both Vila and Suretec under the Contract and Bond, and as otherwise permitted by law.

PLEASE GOVERN YOURSELVES ACCORDINLY.

Sincerely,

Dennis Kelly,
City Manager

cc: Nina Boniske, City Attorney
Gary Brown, City Attorney
Sam Zamacona, Public Works Director

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

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: North Bay Village
1700 Kennedy Causeway
N. Bay Village, Fl 33141

PROJECT: J.F. Kennedy Causeway Design Buil

APPLICATION NO: 00020
PERIOD TO: 3/28/2012
PROJECT NOS.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: M Vila & Associates Inc.
12097 NW 98th Avenue
Hialeah Gardens, FL 33018

VIA ARCHITECT: Corzo Castella Carballo Thompso
901 Ponce de Leon Boulevard, Su
Coral Gables, Florida 33134

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$577,814.00
2. Net change by Change Orders		$1,886,469.89
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$2,464,283.89
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$2,383,456.51
5. RETAINAGE:		
a. 5.000 % of Completed Work (Columns D + E on G703)	$119,172.83	
b. 0 % of Stored Material (Columns F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total in Columns I on G703)		$119,172.83
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$2,264,283.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$2,158,370.14
8. CURRENT PAYMENT DUE		$105,913.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$200,000.21	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$1,920,923.89	$800.00
Total approved this Month	$0.00	$33,654.00
TOTALS	$1,920,923.89	$34,454.00
NET CHANGES by Change Order		$1,886,469.89

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: M Vila & Associates Inc.

By: [signature] Date: 4/19/12

State of:
County of:
Subscribed and sworn to before me this day of

Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $105,913.54

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: North Bay Village

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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G702-1992

(017711)

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO.: 00020
APPLICATION DATE:
PERIOD TO: 3/28/2012
ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	Engineering Survey	$18,112.00	$18,112.00	$0.00	$0.00	$18,112.00	100.000	$0.00	$0.00
	$18,112.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000020	Underwater Assesment	$10,292.00	$10,292.00	$0.00	$0.00	$10,292.00	100.000	$0.00	$0.00
	$10,292.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000030	Pavement Testing	$5,060.00	$5,060.00	$0.00	$0.00	$5,060.00	100.000	$0.00	$0.00
	$5,060.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000040	Traffic/Access Management Study	$30,475.00	$30,475.00	$0.00	$0.00	$30,475.00	100.000	$0.00	$0.00
	$30,475.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000050	Design Development (Entire Corridor)	$170,200.00	$170,200.00	$0.00	$0.00	$170,200.00	100.000	$0.00	$0.00
	$170,200.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000060	Phase 1 Construction Documents	$189,750.00	$189,750.00	$0.00	$0.00	$189,750.00	100.000	$0.00	$0.00
	$189,750.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000070	Phase 1 Permitting	$33,925.00	$33,925.01	$0.00	$0.00	$33,925.01	100.000	($0.01)	$0.00
	$33,925.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000080	Constructability Review	$60,000.00	$60,000.00	$0.00	$0.00	$60,000.00	100.000	$0.00	$0.00
	$60,000.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000100	Mobilization	$78,959.51	$78,959.51	$0.00	$0.00	$78,959.51	100.000	$0.00	$0.00
	$78,959.51 PER LS	1.000	1.000	0	0	1.000		0	0
0000110	MOT	$16,810.00	$16,810.00	$0.00	$0.00	$16,810.00	100.000	$0.00	$0.00
	$16,810.00 PER LS	1.000	1.000	0	0	1.000		0	0
0000120	Clearing & Grubbing	$14,413.78	$14,413.78	$0.00	$0.00	$14,413.78	100.000	$0.00	$0.00
	$14,413.78 PER LS	1.000	1.000	0	0	1.000		0	0
0000130	Demo Sidewalk	$18,207.70	$18,207.70	$0.00	$0.00	$18,207.70	100.000	$0.00	$0.00
	$1.85 PER SF	9842.000	9842.000	0	0	9842.000		0	0
0000140	Demo Curbs	$6,230.00	$6,230.00	$0.00	$0.00	$6,230.00	100.000	$0.00	$0.00
	$7.00 PER LF	890.000	890.000	0	0	890.000		0	0
0000150	Demo Asphalt/Base	$11,896.50	$11,896.50	$0.00	$0.00	$11,896.50	100.000	$0.00	$1,189.65
	$5.15 PER SY	2310.000	2310.000	0	0	2310.000		0	231.000
0000160	Demo Guardrail	$829.50	$829.50	$0.00	$0.00	$829.50	100.000	$0.00	$0.00
	$11.85 PER LF	70.000	70.000	0	0	70.000		0	0
0000170	Demo Exist. Wall	$18,101.60	$18,101.60	$0.00	$0.00	$18,101.60	100.000	$0.00	$0.00
	$20.57 PER LF	880.000	880.000	0	0	880.000		0	0
0000180	Remove Exist Trees	$51,644.30	$51,644.30	$0.00	$0.00	$51,644.30	100.000	$0.00	$0.00
	$607.58 PER EA	85.000	85.000	0	0	85.000		0	0

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G703-1992

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PERIOD TO: 3/28/2012
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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000190	Type F Colored Curb	$16,275.35	$16,275.35	$0.00	$0.00	$16,275.35	100.000	$0.00	$0.00
	$35.77 PER LF	455.000	455.000	0	0	455.000		0	0
0000200	4" Thick Sidewalk	$78,996.75	$78,996.75	$0.00	$0.00	$78,996.75	100.000	$0.00	$0.00
	$6.15 PER SF	12845.000	12845.000	0	0	12845.000		0	0
0000210	6" Thick Sidewalk	$6,739.32	$6,739.32	$0.00	$0.00	$6,739.32	100.000	$0.00	$0.00
	$8.52 PER SF	791.000	791.000	0	0	791.000		0	0
0000220	Handicap Ramp	$2,954.63	$2,954.63	$0.00	$0.00	$2,954.63	100.000	$0.00	$0.00
	$422.09 PER EA	7.000	7.000	0	0	7.000		0	0
0000230	Colorize Existing F Curb	$12,900.42	$0.00	$0.00	$0.00	$0.00	0	$12,900.42	$0.00
	$4.81 PER LF	2682.000	0	0	0	0		2682.000	0
0000240	Colorize Existing D Curb	$2,888.12	$0.00	$0.00	$0.00	$0.00	0	$2,888.12	$0.00
	$4.12 PER LF	701.000	0	0	0	0		701.000	0
0000250	Crosswalks	$49,855.65	$49,855.65	$0.00	$0.00	$49,855.65	100.000	$0.00	$4,985.57
	$14.43 PER SF	3455.000	3455.000	0	0	3455.000		0	345.500
0000260	Guardrail	$5,880.00	$0.00	$0.00	$0.00	$0.00	0	$5,880.00	$0.00
	$35.00 PER LF	168.000	0	0	0	0		168.000	0
0000270	Signalization	$34,048.00	$0.00	$0.00	$0.00	$0.00	0	$34,048.00	$0.00
	$34,048.00 PER LS	1.000	0	0	0	0		1.000	0
0000275	Electrical	$286,666.50	$249,973.20	$0.00	$0.00	$249,973.20	87.200	$36,693.30	$24,997.32
	$286,666.50 PER LS	1.000	0.872	0	0	0.872		0.128	0.087
0000280	Landscaping	$429,605.27	$408,125.00	$21,480.26	$0.00	$429,605.26	100.000	$0.01	$42,960.53
	$429,605.27 PER LS	1.000	0.950	0.050	0	1.000		0	0.100
0000290	4' High Wall	$126,564.56	$126,564.56	$0.00	$0.00	$126,564.56	100.000	$0.00	$0.00
	$203.48 PER LF	622.000	622.000	0	0	622.000		0	0
0000300	8' High Wall	$310,466.10	$310,466.10	$0.00	$0.00	$310,466.10	100.000	$0.00	$0.00
	$317.45 PER LF	978.000	978.000	0	0	978.000		0	0
0000310	Entry Signs	$30,003.44	$30,003.44	$0.00	$0.00	$30,003.44	100.000	$0.00	$0.00
	$30,003.44 PER LS	1.000	1.000	0	0	1.000		0	0
C00002	Sign Substitution	$23,297.39	$23,297.39	$0.00	$0.00	$23,297.39	100.000	$0.00	$0.00
C00012	Repair Street Light Conduit	$4,572.37	$4,572.37	$0.00	$0.00	$4,572.37	100.000	$0.00	$0.00
C00022	Extend Landscape at Median	$2,360.78	$2,360.78	$0.00	$0.00	$2,360.78	100.000	$0.00	$0.00
C00032	Credit for Bismarck Replacement	($800.00)	($800.00)	$0.00	$0.00	($800.00)	100.000	$0.00	$0.00
C00042	Street Lighting Repairs at Jumbo	$5,573.64	$5,573.64	$0.00	$0.00	$5,573.64	100.000	$0.00	$0.00
C00052	Street Light Repairs - Intersection	$7,369.99	$0.00	$0.00	$0.00	$0.00	0	$7,369.99	$0.00

11.6(12)

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C00062	Repairs to Traffic Signal Conduit	$6,330.47	$0.00	$0.00	$0.00	$0.00	0	$6,330.47	$0.00
C00072	T.I. Added Sign	$12,483.61	$2,500.00	$9,983.61	$0.00	$12,483.61	100.000	$0.00	$1,248.36
C00082	Landscape Modifications	$12,799.32	$10,000.00	$2,799.32	$0.00	$12,799.32	100.000	$0.00	$1,279.93
DEDCO	Deduct Landscaping DPV Park	($33,654.00)	$0.00	($33,654.00)	$0.00	($33,654.00)	100.000	$0.00	($3,365.40)
WO3	Dr. Paul Vogel Park	$320,482.25	$217,839.48	$102,642.76	$0.00	$320,482.24	100.000	$0.01	$32,048.22
		$2,489,566.82	$2,280,204.56	$103,251.95	$0.00	$2,383,456.51	95.74%	$106,110.31	$105,286.85

Itemized.

11C(13)

SureTec

Bond Claims Dept.
jsparks@suretec.com
(512) 314-3660 Direct
(512) 314-3661 Facsimile

June 21, 2012

Dennis Kelly
City Manager
City of North Bay Village
1700 Kennedy Causeway, Ste., 132
North Bay Village, FL 33141

Re: Principal: M. Vila & Associates, Inc.
Obligee: City of North Bay Village
Project: JFK Causeway Design Build
Bond No.: 5072120

Dear Mr. Kelly:

This correspondence will serve as the response of SureTec Insurance Company ("SureTec") to your correspondence dated May 31, 2012 on the above-referenced payment bond as well as confirm my conversation with Mr. Gary Brown regarding the same. For the reason outlined below SureTec denies your claim on the performance bond.

As you know, our principal, M. Vila & Associates, Inc ("M. Vila"), had a contract with the City of North Bay Village (the "City") to design and redevelop the JFK causeway (see attached). The City issued additional work orders to increase the project by two million dollars from the original contract. As you can see from the attached performance and payment bonds issued by SureTec to M. Vila, SureTec issued the bond to cover a portion of the original contract detailed as Work Order #1, Task I: ROW Preparation in the penal limit of $60,000.00. As you can see Task I is a specific portion of the contract. Our bond covered all work associated with that particular scope, which my understanding, has been completed for some time with no issues.

Based on the information received, and review of the project by our consultant Gary Bierhalter, the work done by M. Vila on Task I of the project has long been completed accepted and paid for by the City. I have discussed this matter with Mr. Gary Brown as well and I understand that he

Therefore, based on the information received and review of the attached Bond and Contract, your claim for performance is denied. Our responsibility for Task I portion of the contract is completed and we have received no information to the contrary.

11L(14)

However, if you have any documentation or information that would cause SureTec to reconsider its position, please forward that information to the undersigned immediately for review.

This correspondence and all prior or subsequent communications and/or investigative efforts are made with the express reservation of all rights and defenses the Surety has or may have at law, equity or under the terms and provisions of the bond and contract documents. This reservation includes, without limitation, defenses that may be available under any applicable notice and suit limitation provisions. Subject to this strict and continuing reservation, we look forward to hearing from you.

Should you have any questions please do not hesitate to contact me.

Sincerely,

Jimmy Sparks
Surety Claims Manager

Enclosures

cc: M. Vila & Associates, Inc.
Gary Brown, Esq. via e-mail (gbrown@wsh-law.com)

11L(15)

M. VILA & ASSOCIATES, INC.

Roads & Highways
Earthwork
Paving
Drainage
Water & Sewer
Bridges
Parks
Sports Complexes
Design-Build
CM at-Risk

October 6, 2009

City of North Bay Village
1666 Kennedy Causeway, Suite 700
N. Bay Village, Fl 33141

Attn: Matthew Schwartz

Re: JFK Design Build Contract – **Work Order #1**

Mr. Schwartz,
Please find below the costs associated with Work Order #1 for Phase 1 of the Project:

I. PRELIMINARY DESIGN SERVICES

Task A: Engineering Survey

Engineering Survey of Kennedy Causeway on Treasure Island. Survey will include right-of-way lines, all above-ground improvements, trees and full roadway cross-sections at 50 ft. intervals.

Task B: Underwater Biological Assessment

Perform a marine biological resources survey of the 75' strip lying north of the existing north seawall of Treasure Island, from Adventure Avenue extension to beginning of bridge to Normandy Isle.

Task C: Pavement Testing

Perform asphalt pavement cores along eastbound and westbound Kennedy Causeway at 500 ft. intervals.

Task D Traffic/Access Management and Signal Warrant Studies.

Proposed improvements include modifications to existing left turn lanes and median openings, and also the addition of a mid-block signalized pedestrian crosswalk on Treasure Island between Adventure and Hispanola Avenues. The medians are planned to be modified to accommodate longer landscaped islands within the median. To determine the feasibility of these improvements, an access management evaluation is in order. This access management review will consist of: turning moving traffic counts at all signalized intersections on Treasure Island, field review to assess the existing conditions: Driveways spacing, signalized intersections spacing, connections spacing and median opening spacing shall be field-verified for compliance with FDOT Rule 17-97. All unused driveways shall be identified. We will document existing conditions and recommendations in an Access Management Report that will be submitted to FDOT for review and approval. An AASHTO signal warrant study will be performed for the proposed pedestrian signal. We will attend meetings with FDOT and North Bay Village

Miami
12097 N.W. 95th Avenue
Hialeah Gardens, Fl 33018
Telephone: (305) 821-1226
Fax: (305) 828-0604

Certified General Contractor – State of Florida
CG 0010901
Miami-Dade County
CC# E2218
Broward County
CC# 93-1355

11L(16)

to present the results of the Access Management Evaluation and Signal Warrant to discuss the recommendations and obtain approval for the new access plan.

Task E Design Development (Entire Corridor & Boardwalk)

Based on approved initial conceptual design work, prepare Design Development-level plans for Kennedy Causeway (within limits of North Bay Village) and the proposed Treasure Island Boardwalk along north seawall of Treasure Island, from extension of Adventure Avenue to beginning of bridge to Normandy Isle. This will include the boardwalk, access easements to Kennedy Causeway and decorative architectural and water features. The Causeway will include roadway and median improvements, curbs and sidewalks, crosswalks, drainage, lighting, landscaping, irrigation, architectural features, bridge-attached shade structure, street signage and signalization. Presentation to City Boards and City Commission.

II. FINAL DESIGN SERVICES

Task F: Phase I - Construction Documents

Final design and preparation of construction documents and specifications for Phase I implementation of overall Causeway improvements as described in Design Development scope above.

Task G: Phase I - Permitting

Submittal and processing of required permits and approvals through the Florida Department of Transportation, District 6 Office, the Miami-Dade County Public Works Department – Traffic Division, and the North Bay Village Building Department for the construction of the proposed Phase I improvements.

III. PRECONSTRUCTION SERVICES

Task H: Constructability Review

Constructability Review during plans preparation; including resolution with underground utilities in conflict with construction.

Task I: ROW Preparation

Advance preparation of ROW for proposed construction in Phase 1.

TERMS AND CONDITIONS:

All terms and conditions shall be per our Design/Build Agreement. Our fees for the above services shall be as follows.

I. **PRELIMINARY DESIGN SERVICES**

Task A: Engineering Survey	$ 18,112.00
Task B: Underwater Biological Assessment	$ 10,292.00
Task C: Pavement Testing	$ 5,060.00
Task D: Traffic/Access Management & Signal Warrant Studies	$ 30,475.00
Task E: Design Development (Entire Corridor)	$170,200.00
Subtotal	**$234,139.00**

II. **FINAL DESIGN SERVICES**

Task F: Phase I Construction Documents	$189,750.00
Task G: Phase I Permitting	$ 33,925.00
Subtotal	**$223,675.00**

III. **PRECONSTRUCTION SERVICES**

Task H: Constructability Review	$ 60,000.00
Task I: ROW Preparation (Allowance)	$ 60,000.00
Subtotal	**$ 120,000.00**
TOTAL	**$577,814.00**

We are ready to begin working on the above upon your authorization to proceed. If acceptable to you, please sign below as your written authorization.

Sincerely,

Miguel Vila
Vice President

City of North Bay Village
Approved BY:

Date: 3/2/10

11L(18)

ALTER SURETY GROUP, INC.

Bond Department

Public Works Bond
in compliance with Florida Statute Chapter 255.05

Bond Number	5072120
Contractor Address & Phone No.	M. Vila & Associates, Inc. 12097 N.W. 98th Avenue Hialeah Gardens, FL 33016 305-821-1226
Surety Address & Phone No.	SureTec Insurance Company 952 Echo Lane, Suite 450 Houston, TX 77024 713- 812-0800
Owner Name Address & Phone No.	City of North Bay Village 1666 Kennedy Causeway, Suite 700 North Bay Village, FL 33141 305- 756-7171
Contract/Project Number	RFQ #2009-001-CP, Work Order #1, Task I: ROW Preparation
Project Name	Design-Build Services for John F. Kennedy Causeway Redevelopment, Work Order #1, Task I: ROW Preparation
Project Location	John F. Kennedy Causeway, North Bay Village, FL
Legal Description And Street Address	Design-Build Services for John F. Kennedy Causeway Redevelopment, Work Order #1, Task I: ROW Preparation John F. Kennedy Causeway, North Bay Village, FL
Description of Work	Right of Way Improvements

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the application statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the *front page* of the bond.
All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

11L(19)

Design-Build Performance Bond

Bond No.: 5072120

The Owner, City of North Bay Village, the "Owner") and the Design-Builder, M. Vila & Associates, Inc. (the "Design-Builder") have entered into a Contract (the "Contract") dated October 13, 2009 for Design-Build Services for John Kennedy Causeway Redevelopment* (the "Project"). The Contract is incorporated by reference into this Performance Bond (the "Bond"). *Work Order #1, Task I: ROW Preparation

By virtue of this Bond, the Design-Builder as Principal and as Surety ("Surety"), are bound to the Owner as Obligee in the maximum amount of Sixty Thousand and No/100---- Dollars $60,000.00 (the "Bond Sum"). The Design-Builder and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. GENERAL CONDITIONS. It is the condition of this Bond that if the Design-Builder performs the construction work called for pursuant to the Contract, the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of alterations or extensions of time made by the Owner in the Contract. The Owner may not invoke the provisions of this Bond unless the Owner has performed its obligations pursuant to the Contract. Upon making demand on this Bond, the Owner shall make the Contract Balance (the total amount payable by the Owner to the Design-Builder pursuant to the Contract less amounts properly paid by the Owner to the Design-Builder) available to the Surety for completion of the construction work.

2. SURETY OBLIGATIONS. If the Design-Builder is in default pursuant to the Contract and the Owner has declared the Design-Builder in default, the Surety promptly may remedy the default or shall:
   a. Complete the construction work with the consent of the Owner, through the Design-Builder or otherwise;
   b. Arrange for the completion of the construction work by a design-builder acceptable to the Owner and secured by performance and payment bonds equivalent to those for the Contract issued by a qualified surety. The Surety shall make available as the construction work progresses sufficient funds to pay the cost of completion of the construction work less the Contract Balance up to the Bond Sum or
   c. Waive its right to complete the construction work and reimburse the Owner the amount of its reasonable costs, not to exceed the Bond Sum, to complete the construction work less the Contract Balance.

3. NO LIABILITY FOR DESIGN. Pursuant to Article 2 of the Bond, the Surety shall be liable for all construction costs of the Work, up to the Bond Sum, but shall not be liable for any costs or damages arising from any design services provided pursuant to the Contract.

4. DISPUTE RESOLUTION. All disputes pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Design-Builder or Substantial Completion of the Work, which ever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of April 5, 2010.

DESIGN-BUILDER:	SURETY:
M. Vila & Associates, Inc.	SureTec Insurance Company
By:	By
Print Name: Miguel Vila	Print Name: Warren M. Alter
Print Title: Vice President	Print Title: Attorney-In-Fact and Florida Resident Agent
Witness:	Witness:

11 L (20)

POA #: 910043

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Warren M. Alter, David T. Satine

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be binding upon the Company as if signed by the President and sealed and affected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

SURETEC INSURANCE COMPANY

By: B.J. King, President

State of Texas ss:
County of Harris

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
Expires August 27, 2012

Michelle Denny, Notary Public
My commission expires August 27, 2012.

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of April, 2010, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

11L(21)

Payment Bond Bond No.: 5072120

Contractor (Name and Address)
M. Vila & Associates, Inc.
12097 N.W. 98th Avenue
Hialeah Gardens, FL 33016

Surety (Name and Principal Place of Business)
SureTec Insurance Company
952 Echo Lane, Suite 450
Houston, TX 77024

Owner: City of North Bay Village
1666 Kennedy Causeway
Suite 700
North Bay Village, FL 33141

CONSTRUCTION CONTRACT
Date: October 13, 2009
Amount: $ 60,000.00
Description (Name and Location): Design-Build Services for John F. Kennedy Causeway Redevelopment, Work Order #1, Task I: ROW Preparation

BOND
Date: (Not earlier than Construction Contract Date): April 5, 2010
Amount: $ 60,000.00
Modifications to this Bond: None
® See Page 4

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
M. Vila & Associates, Inc.

By: _____
Name and Title:
Miguel Vila, Vice President

SURETY
Company:
SureTec Insurance Company (Corporate Seal)

By: _____
Name and Title: , Attorney-In-Fact and
Florida Resident Agent: Warren M. Alter

(Any additional signatures appear on page 5)

(FOR INFORMATION ONLY - Name, Address and Telephone)

116 (22)

Agent or Broker

Owner's Representative (Architect or City Manager)

Alter Surety Group, Inc.
5979 NW 151st St., Suite 104
Miami Lakes, FL 33014

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for the use in the performance of the Construction Contract provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed..

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owners priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

1.14(23)

14 Upon receipt by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and City Managering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE.

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2), FLORIDA STATUTES.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:
M. Vila & Associates, Inc. (Corporate Seal)

By: _____
Name and Title:
Miguel Vila, Vice-President
Address: 12097 NW 98th Avenue, Hialeah Gardens, Fl 33018

SURETY
Company: (Corporate Seal)

By: _____
Name and Title: , Attorney-In-Fact and
Florida Resident Agent

11L(24)

POA #: 910043

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Warren M. Alter, David T. Satine

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

SURETEC INSURANCE COMPANY

By: B.J. King, President

State of Texas ss:
County of Harris

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
Expires August 27, 2012

Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of April, 2010, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

114(25)

ValleyCrest
Landscape Development

4155 East Mowry Drive
Homestead, FL 33033
office (305) 258-8011
fax (305) 258-0809

www.ValleyCrest.com

August 31, 2012

Attention: Sam Zamacona Jr.

Delivery Method: email: Samzamacona@nbvillage.com
Project: JFK – 79th Street Causeway Completion
Scope: Landscape, Irrigation, Civil & Electric

Project Team: ValleyCrest Landscape Development (VCD) is pleased to submit final pricing for the completion of the JFK Design Build Project to North Bay Village. VCD will require 90 days to complete this project once this proposal has been accepted and a contract is executed for this balance to complete. VCD assumes no liability or warranty for work completed to date other than the specific scope of landscape and irrigation which was self performed as a subcontractor under M. Vila. We sincerely appreciate this opportunity and look forward to working together to bring this project to an end. Please see Attachment 'A' for pricing detail.

Sincerely,

Karl V. Kaliebe
Operations Manager

11L(25)

ValleyCrest
Landscape Development

ATTACHMENT 'A'

Description	Original Proposal	Changes & Discounts	August 30, 2012 Final Offer
Completed work by SouthEast - Discounted 10%	$ 109,640.00	$ (10,964.00)	$ 98,676.00
Completed work by ValleyCrest - Discounted 10%	$ 152,581.00	$ (15,258.00)	$ 137,323.00
Total Due to Begin Work			$ 235,999.00
BALANCE TO FINISH			
Pressure Clean all ICC - ***By City***	$ 2,550.00	$ (2,550.00)	$ -
Painting all existing D curbs - ***By City***	$ 15,788.54	$ (15,788.54)	$ -
Mill & Resurface asphalt North side @ bldg entrance	$ 6,488.00		$ 6,488.00
Adjust all ADA mats	$ 993.60		$ 993.60
Repair ICC concrete @ bore location north side	$ 918.00		$ 918.00
Dominican coral cladd replace chipped	$ 1,518.75		$ 1,518.75
Restriping of 150' east and west of traffic signal	$ 2,700.00		$ 2,700.00
Install 2 sections of guardrail 37.5 LF each - MV - $5880.00	$ 5,880.00		$ 5,880.00
Paint 3 door sills - ***By City***	$ 942.44	$ (942.44)	$ -
Correct drainage @ playground	$ 2,500.00		$ 2,500.00
Remove old irrigation timer station	$ 135.00		$ 135.00
Sub-Total Civil			**$ 21,133.35**
Balance to finish for SouthEast	$ 155,484.00	$ (37,454.49)	$ 118,029.51
VCD Management 5%	$ 7,774.20	$ (816.05)	$ 6,958.14
Sub-Total Electrical	**$ 163,258.20**		**$ 124,987.65**
General Conditions	**$ 27,880.00**		**$ 27,880.00**
Total to Finish Uncompleted Items			$ 174,001.00
Grand Total			$ 410,000.00

1.17.(26)

IN THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR, MIAMI-DADE COUNTY, FLORIDA

CASE NO.

VALLEYCREST LANDSCAPE DEVELOPMENT, INC., a foreign corporation,

Plaintiff,

v.

M. VILA & ASSOCIATES, INC., a Florida Corporation, FIDELITY & DEPOSIT COMPANY OF MARYLAND, a foreign corporation, and SURETEC INSURANCE COMPANY, a foreign corporation,

Defendants.
_____/.

COMPLAINT

Plaintiff, ValleyCrest Landscape Development, Inc. ("ValleyCrest"), by and through its undersigned counsel, hereby sues the Defendants, M. Vila & Associates, Inc., a Florida corporation ("Vila"), Suretec Insurance Co., a foreign corporation ("Suretec") and Fidelity & Deposit Company of Maryland ("Fidelity"), a foreign corporation (collectively, the "Defendants"), and in furtherance thereof, provides as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action seeking greater than $15,000 excluding attorneys' fees and costs.

2. ValleyCrest is a foreign corporation which at all times material has been authorized to transact business in the State of Florida.

3. ValleyCrest's office in Miami-Dade County, Florida is located at 4451 East Mowry Drive, Homestead, Florida.

11L (27)

4. Vila is a Florida corporation with its principal place of business being located at 12097 NW 98th Avenue, Hialeah Gardens, Miami-Dade County, Florida.

5. Fidelity is a foreign insurance corporation which is authorized to conduct business in Florida.

6. Suretec is a foreign insurance corporation which is authorized to conduct business in Florida.

7. The actions giving rise to this complaint occurred in Miami-Dade County, Florida. The contracts at issue were to be performed in Miami-Dade County, Florida and the breaches at issue occurred in Miami-Dade County, Florida.

8. The real property improved by ValleyCrest pursuant to its three subcontracts with Vila is located in Miami-Dade County, Florida.

FACTUAL BACKGROUND

A. JFK Causeway Project.

9. On May 24, 2010, ValleyCrest entered into that certain Subcontractor Agreement wherein pursuant to the terms of the contract ValleyCrest was to provide landscaping labor and materials for the improvement of the JFK Causeway Design Build project in the City of North Bay Village (the "JFK Causeway Subcontract").

10. A true and correct copy of the JFK Causeway Subcontract is attached hereto as *Exhibit "A"* and incorporated herein by reference.

11. Pursuant to *Fla. Stat.* § 255.05, Vila, as principal, and Surtec, as surety, bound themselves jointly and severally in the penal sum of $60,000 to make payment to all persons having a direct relationship with Vila which furnish labor, materials, or both in the prosecution of the work provided for in connection with the JFK Causeway Subcontract. A true and correct

116(28)

copy of this bond is attached hereto as ***Exhibit "B"*** and incorporated herein by reference (the "JFK Causeway Bond").

12. ValleyCrest satisfactorily performed all of its obligations under the JFK Causeway Subcontract. Its day of final furnishing was March 16, 2012.

13. Vila failed to pay ValleyCrest for the labor and materials it provided pursuant to the Lincoln Road Subcontract. ValleyCrest is owed $152,581.20 on the JFK Causeway Subcontract.

14. On May 9, 2012, ValleyCrest sent a Notice of Non-Payment to Vila, Suretec, and the owner. A true and correct copy of this Notice of Non-Payment is attached hereto as ***Exhibit "C"*** and incorporated herein by reference.

15. On May 15, 2012, ValleyCrest sent the statutory demand letter to Vila pursuant to Fla. Stat. § 255.05(10)(d). A true and correct copy of this letter is attached hereto as ***Exhibit "D"*** and incorporated herein by reference. Vila did not respond to this letter.

B. <u>The Lincoln Road Right-of-Way Project</u>.

16. On June 6, 2011, ValleyCrest entered into that certain Subcontractor Agreement wherein pursuant to the terms of the contract ValleyCrest was to provide landscaping labor and materials for the improvement of the Lincoln Road Right-of-Way Infrastructure (the "Lincoln Road Subcontract").

17. A true and correct copy of the Lincoln Road Subcontract is attached hereto as ***Exhibit "E"*** and incorporated herein by reference.

18. Pursuant to *Fla. Stat.* § 255.05, Vila, as principal, and Surtec, as surety, bound themselves jointly and severally in the penal sum of $1,171,208.25 to make payment to all persons having a direct relationship with Vila to furnish labor, materials, or both in the

116(.29)

prosecution of the work provided for in connection with the Lincoln Road Project. A true and correct copy of this bond is attached hereto as ***Exhibit "F"*** and incorporated herein by reference (the "Lincoln Road Bond").

19. ValleyCrest satisfactorily performed all of its obligations under the Lincoln Road Subcontract. Its day of final furnishing was February 29, 2012.

20. Vila failed to pay ValleyCrest for the labor and materials it provided pursuant to the Lincoln Road Subcontract. ValleyCrest is owed $91,083.15 on the Lincoln Road Subcontract.

21. On April 23, 2012, ValleyCrest sent a Notice of Non-Payment to Vila, Suretec and the owner. A true and correct copy of this Notice of Non-Payment is attached hereto as ***Exhibit "G"*** and incorporated herein by reference.

22. On May 1, 2012, ValleyCrest sent the statutory demand letter to Vila pursuant to Fla. Stat. § 255.05(10)(d). A true and correct copy of this letter is attached hereto as ***Exhibit "H"*** and incorporated herein by reference. Vila did not respond to this letter.

C. **The Florida Marlins Garage Project.**

23. On September 19, 2011, ValleyCrest entered into that certain Subcontractor Agreement wherein pursuant to the terms of the Agreement, ValleyCrest was to provide landscaping labor and materials to improve the Florida Marlins parking garage area (the "Florida Marlins Subcontract").

24. A true and correct copy of the Florida Marlins Subcontract is attached hereto as ***Exhibit "I"*** and incorporated herein by reference.

25. Pursuant to *Fla. Stat.* § 255.05, Suffolk Construction Co., the project's construction manager, as principal, and Fidelity, as surety, bound themselves jointly and

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severally in the penal sum of $75,000,000.00 to make payment to all persons which furnished labor, materials, or both in the prosecution of the work provided for in connection with the Florida Marlins Garage Project. A true and correct copy of this bond is attached hereto as ***Exhibit "J"*** and incorporated herein by reference (the "Florida Marlins Bond").

26. On September 26, 2011 and October 10, 2011, ValleyCrest sent a Notice to Owner/Contractor advising the owner, construction manager, Fidelity and Vila that ValleyCrest would look to the Florida Marlins Bond in the event it was not paid. True and correct copies of these Notices are attached hereto as ***Exhibit "K"*** and incorporated herein by reference.

27. ValleyCrest satisfactorily performed all of its obligations under the Florida Marlins Subcontract. Its day of final furnishing was February 8, 2012.

28. Vila failed to pay ValleyCrest for the labor and materials it provided pursuant to the Florida Marlins Subcontract. ValleyCrest is owed $137,954.70 on the Florida Marlins Subcontract.

29. On April 23, 2012, ValleyCrest sent a Notice of Non-Payment to Vila, Fidelity, the owner, and its construction manager. A true and correct copy of this Notice of Non-Payment is attached hereto as ***Exhibit "L"*** and incorporated herein by reference.

30. On May 1, 2012, ValleyCrest sent the statutory demand letter to Vila pursuant to Fla. Stat. § 255.05(10)(d). A true and correct copy of this letter is attached hereto as ***Exhibit "M"*** and incorporated herein by reference. Vila did not respond to this letter.

31. All conditions precedent to the bringing of this action have been met or are otherwise waived.

32. ValleyCrest has been required to retain the services of the undersigned law firm and is responsible for paying their attorneys' fees and costs.

114(31)

COUNT I – BREACH OF THE JFK CAUSEWAY SUBCONTRACT

33. Paragraphs 1-15 and 31-32 are incorporated by reference as if fully stated herein.

34. There exists a valid and enforceable contract between ValleyCrest and Vila.

35. ValleyCrest fully and satisfactorily performed all of its obligations under the JFK Causeway Subcontract.

36. Vila materially breached the JFK Causeway Subcontract by failing to pay ValleyCrest the amounts due and owing.

37. ValleyCrest has been harmed as a direct result of Vila's breach of the JFK Causeway Subcontract.

38. Pursuant to the JFK Causeway Subcontract, ValleyCrest is entitled to recover its attorneys' fees and costs as a result of having to bring this act.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, M. Vila & Associates, Inc., for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT II – ACTION FOR PAYMENT UNDER THE JFK CAUSEWAY BOND (Suretec)

39. Paragraphs 1-15 and 31-32 are incorporated by reference as if fully stated herein.

40. This is an action against the bond pursuant to Fla. Stat. § 255.05.

41. ValleyCrest has fully and satisfactorily performed its obligations under the JFK Causeway Subcontract. Vila has failed to pay ValleyCrest in accordance with the terms of the JFK Causeway Subcontract.

42. ValleyCrest is an intended beneficiary under the terms of the JFK Causeway Bond.

114(32)

43. ValleyCrest served timely demand upon Suretec to honor the terms of the JFK Causeway Bond and pay ValleyCrest for the outstanding balance owed under the JFK Causeway Subcontract.

44. Suretec has failed to pay ValleyCrest the outstanding amounts owed under the JFK Causeway Subcontract and JFK Causeway Bond.

45. ValleyCrest has been harmed as a direct result of Suretec's failure to pay ValleyCrest pursuant to the terms of the JFK Causeway Bond.

46. Pursuant to the terms of the JFK Causeway Subcontract, the JFK Causeway Bond, and Fla. Stat. § 255.05, ValleyCrest is entitled to recover its attorneys' fees and costs from Suretec.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, SureTec Insurance Company, for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT III – ACCOUNT STATED JFK CAUSEWAY PROJECT (Vila)

47. Paragraphs 1-15 and 31-32 are incorporated by reference as if fully stated herein.

48. Per the JFK Causeway Subcontract, Vila agreed to pay ValleyCrest for labor and/or materials provided to the JFK Causeway Project.

49. In accordance with the JFK Causeway Subcontract, ValleyCrest submitted to Vila the payment applications that are attached herein as ***Composite Exhibit "N"*** and which are incorporated herein by reference. These invoices are true and correct and Vila has never objected to them. There is a balance of $18,665 on PR #6 (inv #3826857) due to ValleyCrest processing a debit memo in the amount of $32,500 against some monies owed to Vila on a

different job and applying them to the JFK Causeway Project as set forth in a memorandum of understanding between the parties. Then ValleyCrest received ck #5837 from North Bay Village (the owner) in the amount of $82,541.76, which was applied to PR# 7 (invoice #3844540) leaving a balance owed on that invoice of $66,012.24.

50. Vila has failed to pay ValleyCrest the outstanding amount owed pursuant to the payment applications.

51. Vila owes ValleyCrest the amounts stated in the payment applications.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, M. Vila & Associates, Inc., for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT IV – BREACH OF LINCOLN ROAD SUBCONTRACT
(Vila)

52. ValleyCrest re-asserts paragraphs 1-8, 16-22, and 31-32 and incorporates them by reference as if fully stated herein.

53. There exists a valid and enforceable contract between ValleyCrest and Vila.

54. ValleyCrest fully and satisfactorily performed all of its obligations under the Lincoln Road Subcontract.

55. Vila materially breached the Lincoln Road Subcontract by failing to pay ValleyCrest the amounts due and owing.

56. ValleyCrest has been harmed as a direct result of Vila's breach of the Lincoln Road Subcontract.

57. Pursuant to the Lincoln Road Subcontract, ValleyCrest is entitled to recover its attorneys' fees and costs as a result of having to bring this act.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, M. Vila & Associates, Inc., for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT V – ACTION FOR PAYMENT UNDER LINCOLN ROAD BOND (Suretec)

58. ValleyCrest re-asserts paragraphs 1-8, 16-22, and 31-32 and incorporates them by reference as if fully stated herein.

59. This is an action against a bond pursuant to Fla. Stat. § 255.05.

60. ValleyCrest has fully and satisfactorily performed under the terms of the Lincoln Road Subcontract. Vila has failed to pay ValleyCrest in accordance with the terms of the Lincoln Road Subcontract.

61. ValleyCrest is an intended beneficiary under the terms of the Lincoln Road Bond.

62. ValleyCrest served timely demand upon Suretec to honor the terms of the Lincoln Road Bond and pay ValleyCrest for the outstanding balance owed under the Lincoln Road Subcontract.

63. Suretec has failed to pay ValleyCrest the outstanding amounts owed under the Lincoln Road Subcontract and Lincoln Road Bond.

64. ValleyCrest has been harmed as a direct result of Suretec's failure to pay the amounts owed to ValleyCrest under the Lincoln Road Bond.

65. Pursuant to the terms of the Lincoln Road Subcontract, the Lincoln Road Bond, and Fla. Stat. § 255.05, ValleyCrest is entitled to recover its attorneys' fees and costs from Suretec.

11L(35)

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, SureTec Insurance Company, for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT VI – ACCOUNT STATED LINCOLN ROAD PROJECT (Vila)

66. ValleyCrest re-asserts paragraphs 1-8, 16-22, and 31-32 and incorporates them by reference as if fully stated herein.

67. Per the Lincoln Road Subcontract, Vila agreed to pay ValleyCrest for labor and/or materials provided to the Lincoln Road Project.

68. In accordance with the Lincoln Road Subcontract, ValleyCrest submitted to Vila the payment applications that are attached herein as ***Composite Exhibit "O"*** and which are incorporated herein by reference.

69. The payment applications are true and correct and Vila has never objected to them.

70. Vila has failed to pay ValleyCrest the amounts set forth in the payment applications.

71. Vila owes ValleyCrest the amounts stated in the payment applications.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, M. Vila & Associates, Inc., for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

116(36)

COUNT VII – BREACH OF FLORIDA MARLINS SUBCONTRACT
(Vila)

72. ValleyCrest re-asserts paragraphs 1-8 and 23-32 and incorporates them by reference as if fully stated herein.

73. There exists a valid and enforceable contract between ValleyCrest and Vila.

74. ValleyCrest fully and satisfactorily performed all of its obligations under the Florida Marlins Subcontract.

75. Vila materially breached the Florida Marlins Subcontract by failing to pay ValleyCrest the amounts due and owing.

76. ValleyCrest has been harmed as a direct result of Vila's breach of the Florida Marlins Subcontract.

77. Pursuant to the Florida Marlins Subcontract, ValleyCrest is entitled to recover its attorneys' fees and costs as a result of having to bring this act.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, M. Vila & Associates, Inc., for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT VIII – ACTION FOR PAYMENT UNDER FLORIDA MARLINS BOND
(Fidelity)

78. ValleyCrest re-asserts paragraphs 1-8 and 23-32 and incorporates them by reference as if fully stated herein.

79. This is an action against a bond pursuant to Fla. Stat. § 255.05.

114(37)

80. ValleyCrest fully and satisfactorily performed under the Florida Marlins Subcontract. Vila has failed to pay ValleyCrest in accordance with the terms of the Florida Marlins Subcontract.

81. ValleyCrest is an intended beneficiary under the terms of the Florida Marlins Bond.

82. ValleyCrest timely served a demand upon Fidelity to honor the terms of the Florida Marlins Bond and pay ValleyCrest for the outstanding balance owed under the Florida Marlins Subcontract.

83. Fidelity has failed to pay ValleyCrest the outstanding amounts owed under the Florida Marlins Subcontract and Florida Marlins Bond.

84. ValleyCrest has been harmed as a direct result of Fidelity's failure to pay ValleyCrest pursuant to the terms of the Florida Marlins Bond.

85. Pursuant to the terms of the Florida Marlins Subcontract, the Florida Marlins Bond, and Fla. Stat. § 255.05, ValleyCrest is entitled to recover its attorneys' fees and costs from Fidelity.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, Fidelity & Deposit Company of Maryland, for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

COUNT IX – ACCOUNT STATED FLORIDA MARLINS PROJECT
(Vila)

86. ValleyCrest re-asserts paragraphs 1-8 and 23-32 and incorporates them by reference as if fully stated herein.

116(38)

87. Per the Florida Marlins Subcontract, Vila agreed to pay ValleyCrest for labor and/or materials provided to the Florida Marlins Project.

88. In accordance with the Florida Marlins Subcontract, ValleyCrest submitted to Vila the payment applications that are attached herein as ***Composite Exhibit "P"*** and which are incorporated herein by reference.

89. The payment applications are true and correct and Vila has never objected to them.

90. Vila owes ValleyCrest the amounts stated in the payment applications.

WHEREFORE, Plaintiff, ValleyCrest Landscape Development, Inc., hereby requests entry of a judgment against Defendant, M. Vila & Associates, Inc., for issuance of an award of all monetary and equitable damages permitted by law, for its attorneys' fees and costs, and for such other relief as this Court deems just and proper.

SIGNED THIS 30th day of Mar, 2012.

AMANDA G. SIMMONS, ESQ.
Florida Bar No. 0728020
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Telephone: 407-423-3200
Facsimile: 407-237-2202
Email: asimmons@shutts.com
Attorneys for the Plaintiff

11-L(39)

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO 12-15053CC05

CENTRAL CONCRETE SUPERMIX, INC.,

Plaintiff,

vs.

SURETEC INSURANCE COMPANY and
THE CITY OF NORTH BAY VILLAGE,

Defendant(s).

COMPLAINT

ORIGINAL
FILED
JUL 23 2012
HARVEY RUVIN
CLERK

COMES NOW the Plaintiff, CENTRAL CONCRETE SUPERMIX, INC., by and through the undersigned attorney and sues the Defendants, SURETEC INSURANCE COMPANY and THE CITY OF NORTH BAY VILLAGE and alleges:

BACKGROUND ALLEGATIONS

1. This is an action for damages in an amount less than the jurisdictional maximum of this Court based upon breach of the terms of a public construction payment bond against Defendant SURETEC INSURANCE COMPANY and failure to obtain a statutory public construction payment bond against THE CITY OF NORTH BAY VILLAGE.

2. Plaintiff, CENTRAL CONCRETE SUPERMIX, INC.,(CCS), is a Florida corporation with its principal place of business in Miami-Dade County, Florida.

3. Defendant, SURETEC INSURANCE COMPANY (SURETEC) is a foreign insurance company authorized to do business in the state of Florida and doing business in Miami-Dade County, Florida.

4. Defendant, THE CITY OF NORTH BAY VILLAGE is municipal corporation situated in Miami-Dade County, Florida.

5. This action arises out of the provision of construction materials (ready mix concrete) by Plaintiff to a project owned by THE CITY OF NORTH BAY VILLAGE and presumably secured by a payment bond issued by SURETEC INSURANCE COMPANY.

11L(40)

6. All of the events pertaining to this litigation occurred in Miami-Dade County, Florida.

7. Venue of this action is proper in Miami-Dade County, Florida.

COUNT I

8. Plaintiff reavers and realleges the allegations of paragraphs 1,2,3,5,6 and 7.

9. This is an action for damages based upon breach of the terms of a public construction payment bond in which SURETEC INSURANCE COMPANY is the surety. A copy of the payment bond is attached hereto as Exhibit A.

10. Plaintiff sold ready mix concrete to M. Vila & Associates, Inc., the principal on the payment bond. M. Vila & Associates, Inc., has ceased doing business and has not been joined as a party to this action.

11. On January 8, 2011, Plaintiff caused to be issued a document entitled Notice to Owner and Notice to Contractor. A copy of the notice is attached hereto as Exhibit B. A copy of the notice was served by certified mail upon both THE CITY OF NORTH BAY VILLAGE and SURETEC INSURANCE COMPANY. The Notice was issued within 45 days of first delivering ready mix concrete to the project.

12. Plaintiff last delivered ready mix concrete to the project September 14, 2011.

13. At the time of the last delivery to the project Plaintiff was owed $8,325.71. A copy of the open invoices and associated delivery tickets are attached hereto as composite Exhibit C.

14. Plaintiff has not been paid for the materials sold to M. Vila & Associates, Inc., and delivered to the project. Plaintiff issued a Notice of Nonpayment on October 7, 2011. A copy of the Notice of Nonpayment is attached hereto as Exhibit D. The Notice of Nonpayment was issued and served within 90 days of the last delivery to the project.

15. Despite service of the Notice of Nonpayment Defendant SURETEC INSURANCE COMPANY has refused payment on the bond. A copy of the SURETEC INSURANCE COMPANY denial of responsibility under the bond is attached hereto as Exhibit E.

16. Plaintiff is entitled to payment under the terms of the bond.

116 (41)

17. Plaintiff has retained the undersigned counsel and is required to pay a reasonable fee for professional services. Pursuant to F.S.§255.05, F.S.§713.29 and the terms of the bond, Defendant SURETEC INSURANCE COMPANY is responsible for Plaintiff's attorneys fees herein.

WHEREFORE, PLAINTIFF requests this Court enter Judgment for damages in the amount of $8,325.71, prejudgment interest, Court costs and attorneys fees against Defendant SURETEC INSURANCE COMPANY.

COUNT II

18. Plaintiff reavers and realleges all of the background allegations of this complaint as well as the allegations of Count I herein.

19. This is an action for damages against the Defendant THE CITY OF NORTH BAY VILLAGE.

20. Plaintiff sold ready mix concrete to M. Vila & Associates, Inc., for the project owned by THE CITY OF NORTH BAY VILLAGE as more fully set forth in Count I above.

21. Upon information and belief, THE CITY OF NORTH BAY VILLAGE did not require any additional payment bonds for the project.

22. F.S.§255.05 states:

> "(1)(a). Any person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority or private entity, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute, deliver to the public owner, and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety."

23. Upon information and belief this project was large enough so that THE CITY OF NORTH BAY VILLAGE was prohibited from waving the bond requirement.

24. In the event the position taken by SURETEC INSURANCE COMPANY, as set forth in Exhibit E attached is correct, the Defendant THE CITY OF NORTH BAY VILLAGE breached its statutory duty by failing to require the purchase of a statutory payment and performance bond.

25. Plaintiff has been damaged as a result of the breach of statutory duty by Defendant THE CITY OF NORTH BAY VILLAGE.

26. Plaintiff has retained the undersigned counsel and is required to pay a reasonable fee for professional services.

WHEREFORE Plaintiff requests this Court enter judgment for damages against THE CITY OF NORTH BAY VILLAGE in the amount of $8,325.71, prejudgment interest, Court costs and attorneys fees.

KEITH J. MERRILL, P.A.
7901 SW 67th Avenue
Suite 206
Miami, Fl 33143
Telephone: (305) 663-0506
Facsimile: (305) 667-8529
KJMPA@bellsouth.net

By: _____
KEITH J. MERRILL, ESQ.
Florida Bar No. 247316

112(43)

Payment Bond Bond No.: 5072120

Contractor (Name and Address)
M. Vila & Associates, Inc.
12097 N.W. 98th Avenue
Hialeah Gardens, FL 33016

Surety (Name and Principal Place of Business)
SureTec Insurance Company
952 Echo Lane, Suite 450
Houston, TX 77024

Owner: City of North Bay Village
1666 Kennedy Causeway
Suite 700
North Bay Village, FL 33141

CONSTRUCTION CONTRACT
Date: October 13, 2009
Amount: $ 60,000.00
Description (Name and Location): Design-Build Services for John F. Kennedy Causeway Redevelopment, Work Order #1, Task I: ROW Preparation

BOND
Date: (Not earlier than Construction Contract Date): April 5, 2010
Amount: $ 60,000.00
Modifications to this Bond: None

See Page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
M. Vila & Associates, Inc.

By: _____
Name and Title:
Miguel Vila, Vice President

SURETY

Company:
SureTec Insurance Company (Corporate Seal)

By: _____
Name and Title: , Attorney-In-Fact and
Florida Resident Agent: Warren M. Alter

(Any additional signatures appear on page 5)

(FOR INFORMATION ONLY - Name, Address and Telephone)

EXHIBIT
A

11L(44)

Agent or Broker

Owner's Representative (Architect or City Manager)

Alter Surety Group, Inc.
5979 NW 151st St., Suite 104
Miami Lakes, FL 33014

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for the use in the performance of the Construction Contract provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11C44

14 Upon receipt by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and City Managering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2), FLORIDA STATUTES.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company: M. Vila & Associates, Inc.	(Corporate Seal)	Company:	(Corporate Seal)
By: _____		By: _____	
Name and Title: Miguel Vila, Vice-President		Name and Title: Attorney-in-Fact and Florida Resident Agent	
Address: 12097 NW 98th Avenue, Hialeah Gardens, Fl. 33018			

11(46)

POA #: 910043

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Warren M. Alter, David T. Satine

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*.

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

SURETEC INSURANCE COMPANY

By: B.J. King, President

State of Texas
County of Harris ss:

On this 28h day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Michelle Denny
Notary Public
State of Texas
Expires August 27, 2012

Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of April, 2010, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

11C(47)

NOTICE TO OWNER AND NOTICE TO CONTRACTOR

TO:

OWNER: CITY OF NORTH BAY VILLAGE
% PUBLIC WORKS DEPT
CONSTRUCTION ADMINISTRATION
1666 79TH STREET CSWY STE 700
NORTH BAY VLG FL 33141-4190

Certified: 7101 0412 3440 1852 4829

WO# 1927056D
BATCH:033592 ID:CEN66 DATE:01/03/11

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

Labor and/or Building Materials. READY MIX CONCRETE AND/OR BLOCKS

For improvement of the real property described as: CITY OF NORTH BAY VILLAGE - JFK CAUSEWAY

VAR LOC IN THE CITY OF NORTH BAY VILLAGE, MIAMI (long legal available 800-432-1959)
POR OF LAND IN THE CITY OF NORTH BAY VILLAGE MIA D ADE CNTY, FL JFK DESIGN BUILD SERVICES WORK AKA 7
9 ST CAUSEWAY BOND# 5072120

Under an order given by: M VILA & ASSOCIATES INC A67800177

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06 Florida Statutes. Pursuant to Florida Statute 713.16(1) please furnish a copy of your direct contract with the contractor. Responsibility for copy costs is acknowledged. Request for Sworn Statement of Account must be addressed to:

CENTRAL CONCRETE SUPERMIX 4300 SW 74TH AVE MIAMI FL 33155

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's law, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

The undersigned will look to contractors bond for protection of the work.

If a payment bond exists for this project, this notice shall serve as the preliminary notice of intention to make claim against any such bond(s). Request for a copy of the bond(s) is hereby made, with acknowledgment of responsibility for copy costs. Failure to furnish the requested copy may have adverse consequences as described in Florida Statutes.

FIRM: CENTRAL CONCRETE SUPERMIX
PHONE 305-264-5334
4300 SW 74TH AVE
MIAMI FL 33155

By: James A Carmel
James A. Carmel, Agent

[OWNER]
Certified: 7101 0412 3440 1852 4829
CITY OF NORTH BAY VILLAGE
% PUBLIC WORKS DEPT
CONSTRUCTION ADMINISTRATION
1666 79TH STREET CSWY STE 700
NORTH BAY VLG FL 33141-4190

[CUSTOMER]
M VILA & ASSOCIATES INC

[GENERAL CONTRACTOR]	[SURETY]	[SURETY AGENT]
M VILA & ASSOCIATES INC 12097 NW 98TH AVE HIALEAH GARDENS FL 33018-2927	Certified: 7101 0412 3440 1852 4836 SURETEC INSURANCE CO BOND #5072120 **US TREASURY RATED** 952 ECHO LN STE 450 HOUSTON TX 77024-2816	Certified: 7101 0412 3440 1852 4843 WARREN M ALTER ALTER SURETY GROUP INC 5976 NW 151ST ST STE 104 MIAMI LAKES FL 33014-2425

To assemble manually, fold A to A then fold B to B

EXHIBIT
B

RECEIVED
CL
11L(48)

SUPERMIX
The On Time Concrete Company®
4300 S.W. 74TH AVE. • P.O.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 265-4465 • FAX (305) 264-0366
CREDIT DEPT. PHONE: (305) 264-5334 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000171874

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 07/15/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	C.O.D.	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MYILASSO	07/15/11	Supermix				1% 10 days	07151105

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5.00 cy	3500 REGULAR	66.50	
5.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	
1.00 ea	Environmental Fee	7.00	
1.00 ea	Fuel Surcharge	26.50	
	Ticket number(s) shipped from plant P-7 661936		

EXHIBIT
C

SUBTOTAL
STATE SALES TAX
COUNTY SALES TAX

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

TOTAL 541.42

11L(49)

"The On Time Concrete Company"®

1-800-879-3888

CENTRAL CONCRETE SUPERMIX, INC.

BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILABSD 7	651936	15-Jul-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVER ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 9A AVE 93	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR 07151105

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
5.00	3500 REGULAR 5MESH-BUFF 1.5X6. 1ENV 1Fuel Surcharge		CYDB ea ea ea	JUL 15 PM02:36

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED. SHORT LOAD CHARGE ➡

SLUMP 4"+/-1"

THIS DELIVERY TOTAL 5.00 CU. YDS.
OF YOUR ORDER FOR 5.00 CU. YDS.

AMOUNT
TAX
TOTAL

WATER ADDED BY SUPERVISOR ONLY

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☐ NO _____ GLS.

TIME ARRIVED ON JOB	STARTED UNLOADING	FINISHED UNLOADING	LEAVING THE JOB	TOTAL TIME
3:05	3:10	4:10	4:19 pm	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER
269	Garcia, Carlos

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X _____

CONTROL
7-188957

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

OFFICE COPY

NRMCA

11L(50)

SUPERMIX
The On Time Concrete Company
4300 S.W. 74TH AVE. • P.O.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 266-9465 • FAX (305) 264-0866
CREDIT DEPT. PHONE: (305) 264-5934 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000171917

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 07/18/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA			F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	07/18/11	Supermix				1% 10 days	07181103

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 cy	3500 REGULAR	66.50	
10.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	
1.00 ea	Environmental Fee	7.00	
1.00 ea	Fuel Surcharge	26.50	
	Ticket number(s) shipped from plant P-2 662014		
	SUBTOTAL		
	STATE SALES TAX		
	COUNTY SALES TAX		
		TOTAL	1,047.00

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

NRMCA

116(51)

"The On Time Concrete Company"®

BLOCK PLANT:(305) 805-3226
WWW.SUPERBLOCK.COM

CENTRAL CONCRETE SUPERMIX, INC.

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILA880	662014	18Jul11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVERY ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE Order : 46	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR

QUANTITY	DESCRIPTION OF MATERIAL	PRICE	UNIT	EXTENSION
10.00	3500 REGULAR		CYDS	
10.00	MEGA BUFF 1.5%6.		ea	
1.00	ENV		ea	
1.00	Fuel Surcharge		ea	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED SHORT LOAD CHARGE ➡

JUL 13 '11 10:27

SLUMP

THIS DELIVERY TOTAL 10.00 CU. YDS.

OF YOUR ORDER FOR 10.00 CU. YDS.

AMOUNT

TAX

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☐ NO _____ GLS.

TOTAL ◆

TIME ARRIVED JOB SITE	START UNLOADING	FINISHED UNLOADING	LEAVING THIS JOB	TOTAL TIME
11:05	11:20			

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER
391	Matach, Arma

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X _____

TICKET CONTROL 2-103702

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

NRMCA

OFFICE COPY

116(52)

SUPERMIX
The On Time Concrete Company
4300 S.W. 74TH AVE. • P.O.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 265-4465 • FAX (305) 264-0956
CREDIT DEPT. PHONE: (305) 264-5334 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000171919

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 07/18/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA		P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	07/18/11	Supermix				1% 10 days	718102

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 cy	3500 REGULAR	66.50	[illegible]
10.00 ea	MESA BUFF 1.5% LAMBERT 6 BX	28.00	[illegible]
1.00 ea	Environmental Fee	7.00	[illegible]
1.00 ea	Fuel Surcharge	26.50	[illegible]
	Ticket number(s) shipped from plant P-22 662055		
	SUBTOTAL		[illegible]
	STATE SALES TAX		
	COUNTY SALES TAX		
		TOTAL	1,047.00

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

11L(53)

SUPERMIX

"The On Time Concrete Company"®

CENTRAL CONCRETE SUPERMIX, INC.

DEERFIELD: (954) 480-9333
BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILA980	EE 662055	18Jul11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVERY ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE Order # 66	79 ST. CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
10.00	3500 REGULAR		CYDS	
[illegible]	[illegible]		ea	
1.00	ENV		ea	
1.00	Fuel Surcharge		ea	

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED SHORT LOAD CHARGE ➡

SLUMP

THIS DELIVERY TOTAL 10.00 CU. YDS.

OF YOUR ORDER FOR 10.00 CU. YDS.

AMOUNT

TAX

TOTAL

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☑ NO _____ GLS.

JUL 18 2011

TIME ARRIVED ON JOB	STARTED UNLOADING	FINISHED UNLOADING	LEAVING THIS JOB	TOTAL TIME
241	2,18	321	331	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER	
367	Navarro, Est	I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket. RECEIVED BY: X _____

CONTROL
2-103376

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND 3 PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

NRMCA

OFFICE COPY

116(54)

SUPERMIX
The On Time Concrete Company®
4300 S.W. 74TH AVE. • P.O.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 265-4466 • FAX (305) 264-0366
CREDIT DEPT. PHONE: (305) 264-5334 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000172131

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 07/25/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	F.O.B.	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	07/25/11	Supermix				1% 10 days	07221104

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6.00 cy	3500 REGULAR	66.50	[illegible]
6.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	[illegible]
1.00 ea	Environmental Fee	7.00	[illegible]
1.00 ea	Fuel Surcharge	26.50	[illegible]
	Ticket number(s) shipped from plant P-77 662690		
	SUBTOTAL		[illegible]
	STATE SALES TAX		[illegible]
	COUNTY SALES TAX		[illegible]
		TOTAL	642.54

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

11 L(55)

"The On Time Concrete Company"®

1-20[illegible]-32:82

CENTRAL CONCRETE SUPERMIX, INC.

BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILA880	77 662690	25-Jul-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVERY ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE 42	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR 07221104

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
6.00	3500 REGULAR 6MESA BUFF 1.5%6. 1ENV 1Fuel Surcharge		CYDS ea ea ea	JUL 25 AM09:41

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED

SHORT LOAD CHARGE ➡

SLUMP			
4+/-1	THIS DELIVERY TOTAL 6.00 CU. YDS. OF YOUR ORDER FOR 6.00 CU. YDS.	AMOUNT TAX	WATER ADDED BY SUPERVISOR ONLY

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☐ NO 0 GLS.

TOTAL ◆

TIME ARRIVED ON JOB	STARTED UNLOADING	FINISHED UNLOADING	LEAVING THIS JOB	TOTAL TIME
10 05	10 15	10 40	10 45	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER	
7403	Rodriguez, Jose Luben	I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket. RECEIVED BY: X

CONTROL
7-187067

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK
OFFICE COPY

NRMCA

11L(56)

SUPERMIX
The On-Time Concrete Company
4300 S.W. 74TH AVE. • PO.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 265-4465 • FAX (305) 264-0366
CREDIT DEPT. PHONE: (305) 264-5334 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000173446

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON

SHIP TO: 4

INVOICE DATE 09/07/2011

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA		P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	09/07/11	Supermix				1% 10 days	09071102

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 cy	3500 REGULAR	66.50	[illegible]
10.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	[illegible]
1.00 ea	Environmental Fee	7.00	[illegible]
1.00 ea	Fuel Surcharge	26.50	[illegible]
	Ticket number(s) shipped from plant P-77 667287		
	SUBTOTAL		[illegible]
	STATE SALES TAX		[illegible]
	COUNTY SALES TAX		[illegible]
		TOTAL	1,047.00

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

114(57)

PLANT [redacted]

"The On Time Concrete Company"®

1-2[illegible]-3282

CENTRAL CONCRETE SUPERMIX, INC.

BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILA880	77 667287	07-Sep-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVER AT/REF
M. VILA & ASSOCIATES INC 12097 NW 98 AVE 64	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR 09071102

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
10.00	3500 REGULAR		CYDS	
10	MESA BUFF 1. 5%6.		ea	
1	ENV		ea	
1	Fuel Surcharge		ea	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED

SHORT LOAD CHARGE ➡

SEP 07 PM02:50

SLUMP	THIS DELIVERY TOTAL 10.00 CU. YDS.	AMOUNT
4+/-1	OF YOUR ORDER FOR 10.00 CU. YDS.	TAX
		TOTAL

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☒ YES ☐ NO _____ GLS.

TIME ARRIVED JOB SITE	START UNLOADING	FINISH UNLOADING	LEAVING THE JOB	TOTAL TIME
3:30 PM	3:40 PM			

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER	
375	Hernandez, Balbino	I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket. RECEIVED BY: X _____

CONTROL NO. 189638

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

NRMCA

OFFICE COPY

11.4(58)

SUPERMIX
The On Time Concrete Company
8500 S.W. 74TH AVE. • P.O.BOX 587520 • MIAMI, FL 33158-7520
PHONE (305) 265-4465 • FAX (305) 264-0866
CREDIT DEPT. PHONE: (305) 264-5394 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000173482

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON

SHIP TO: 4

INVOICE DATE 09/08/2011

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA			F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	09/08/11	Supermix				1% 10 days	09081102

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4.00 cy	3500 REGULAR	66.50	[illegible]
4.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	[illegible]
1.00 ea	SHORT LOAD 75	75.00	[illegible]
1.00 ea	Environmental Fee	7.00	[illegible]
1.00 ea	Fuel Surcharge	26.50	[illegible]
	Ticket number(s) shipped from plant: P-7 667434		
	SUBTOTAL		[illegible]
	STATE SALES TAX		[illegible]
	COUNTY SALES TAX		[illegible]
		TOTAL	520.56

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

HRMCA

11L(59)

"The On Time Concrete Company"®

1-800-879-3288

CENTRAL CONCRETE SUPERMIX, INC.

DISPATCH: (954) 480-9333
BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILASSO	7 667434	08-Sep-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVERY ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE 69	79 ST CAUSEWAY ~~MIAMI BEACH~~ KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR NORTH BAY ISLAND 0908 102

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
4.00	3500 REGULAR		CYDS	
	4MESA BUFF 1.5%6.		ea	
	1ENV		ea	
	1Fuel Surcharge		ea	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED

SHORT LOAD CHARGE ➡

SEP 08 PM02:52

SLUMP		
3"	THIS DELIVERY TOTAL 4.00 CU. YDS.	AMOUNT
	OF YOUR ORDER FOR 4.00 CU. YDS.	TAX
		TOTAL

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☒ NO ____ GLS.

TIME ARRIVED ON JOB	START UNLOADING	FINISH UNLOADING	LEAVING THIS JOB	TOTAL TIME
16:02	16:02	16:20	16:20	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER
7401	Lopez, Jose A

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X Sergio Rodriguez

TICKET NO. -187694

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

OFFICE COPY

NRMCA

MLL(60)

SUPERMIX™
The On Time Concrete Company®
4300 S.W. 74TH AVE. • P.O. BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 266-4465 • FAX (305) 264-0868
CREDIT DEPT. PHONE: (305) 264-9934 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000173570

SALESPERSON: 4

INVOICE DATE: 09/12/2011

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS , FL 33018 USA

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	09/12/11	Supermix		1% 10 days	09121101

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 cy	3500 REGULAR	66.50	665.00
10.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	280.00
1.00 ea	Environmental Fee	7.00	7.00
1.00 ea	Fuel Surcharge	26.50	26.50
	Ticket number(s) shipped from plant F-77 667721		
	SUBTOTAL		978.50
	STATE SALES TAX		68.50
	COUNTY SALES TAX		0.00
		TOTAL	1,047.00

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

11461

The On Time Concrete Company®

CENTRAL CONCRETE SUPERMIX, INC.

BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILA050	77 667721	12-Sep-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO:
M. VILA & ABBOCIATES INC
12097 NW 98 AVE

42

JOB SITE:
79 ST CAUSEWAY MIAMI BEACH KENNE
DY CAUSEWAY (SR 934) MEDIAN IMPR

09121101

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
10.00	3500 REGULAR		CYDS	
1	MEBA BUFF 1.5%6.		ea	
1	ENV		ea	
1	Fuel Surcharge		ea	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED

SHORT LOAD CHARGE ➡

5" SLUMP

THIS DELIVERY TOTAL 10.00 CU. YDS.

OF YOUR ORDER FOR 10.00 CU. YDS.

AMOUNT

TAX

TOTAL

SEP 12 AM10:00

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☐ NO _____ GLS.

WE ARRIVED ON JOB	START UNLOADING	FINISH UNLOADING	LEAVE JOB	TOTAL TIME
1036	1130	1200	1250	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X _____

CONTROL
189717

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

OFFICE COPY

NRMCA

11L (62)

SUPERMIX
The On Time Concrete Company
4300 S.W. 74TH AVE. • P.O.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 265-4465 • FAX (305) 264-0366
CREDIT DEPT. PHONE: (305) 264-5554 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000173571

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 09/12/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA		P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	09/12/11	Supermix				1% 10 days	09121102

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
8.00 cy	3500 REGULAR	66.50	532.00
8.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	224.00
1.00 ea	Environmental Fee	7.00	7.00
1.00 ea	Fuel Surcharge	26.50	26.50
	Ticket number(s) shipped from plant P-77 667776		
	SUBTOTAL		789.50
	STATE SALES TAX		47.37
	COUNTY SALES TAX		7.90
		TOTAL	844.77

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

HRMCA

11L(63)

PLANT SUPERMIX
"The On Time Concrete Company"®
1-20[illegible]-[illegible]

BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

CENTRAL CONCRETE SUPERMIX, INC.

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILASSD	77 667776	12-Sep-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVERY ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE 44	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR 09121102

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
8.00	3500 REGULAR 8MESA BUFF 1.5%6. 1ENV 1Fuel Surcharge		CYDS ea ea ea	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE ➡ MINUTES - ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED — SHORT LOAD CHARGE ➡

SEP 12 PM01:56

SLUMP		
4"	THIS DELIVERY TOTAL 8.00 CU. YDS.	AMOUNT
	OF YOUR ORDER FOR 8.00 CU. YDS.	TAX
	CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☒ YES ☐ NO 10 GLS.	TOTAL

TIME ARRIVED ON JOB	STARTED UNLOADING	FINISHED UNLOADING	LEAVING THIS JOB	TOTAL TIME
2.30	2.50	4.20	4.30	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER
7407	Santana, Lenier

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X Sergio Rodriguez

CONTROL
7-189727

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK
OFFICE COPY

NRMCA

116(64)

SUPERMIX
The On Time Concrete Company®
4300 S.W. 74TH AVE. • P.O.BOX 557520 • MIAMI, FL 33155-7520
PHONE (305) 265-4465 • FAX (305) 264-0866
CREDIT DEPT. PHONE: (305) 264-5934 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000173656

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS ,FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 09/14/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	F.O.B.	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	09/14/11	Supermix				1% 10 days	09131102

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10.00 cy	3500 REGULAR	66.50	665.00
10.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	280.00
1.00 ea	Environmental Fee	7.00	7.00
1.00 ea	Fuel Surcharge	26.50	26.50
	Ticket number(s) shipped from plant P-7 667974		
	SUBTOTAL		978.50
	STATE SALES TAX		68.50
	COUNTY SALES TAX		0.00
		TOTAL	1,047.00

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

NRMCA

1/4(65)

[redacted]

"The On Time Concrete Company"®

1-800-879-3282

CENTRAL CONCRETE SUPERMIX, INC.

BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILAB00	7 667974	14-Sep-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVER ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE 34	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (BR 934) MEDIAN IMPR 00131102

QUANTITY	MATERIAL DESCRIPTION	PRICE	UNIT	EXTENSION
10.00	3500 REGULAR		CYDS	
	10MESA BUFF 1.5%6		ea	
	1ENV		ea	
	1Fuel Surcharge		ea	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE* ➡ MINUTES ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED

SHORT LOAD CHARGE ➡

SEP 14 AM10:10

SLUMP 4+/-1

THIS DELIVERY TOTAL 10.00 CU. YDS.

OF YOUR ORDER FOR 10.00 CU. YDS.

AMOUNT

TAX

TOTAL

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☒ NO _____ GLS.

TIME ARRIVED JOBSITE	START UNLOADING	FINISH UNLOADING	LEAVING JOBSITE	TOTAL TIME
1030	1035	1055	1100	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK	DRIVER
393	Navarro, Esteban

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X Sergio Rodriguez

CONTROL 7-187785

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

OFFICE COPY

NRMCA

11L(66)

SUPERMIX
The On Time Concrete Company®
4300 S.W. 74TH AVE. • P.O. BOX 557820 • MIAMI, FL 33155-7820
PHONE (305) 265-4465 • FAX (305) 264-0366
CREDIT DEPT. PHONE: (305) 264-5334 • FAX: (305) 266-8002
CENTRAL CONCRETE SUPERMIX, INC.

INVOICE

1000173657

TO:

M. VILA & ASSOCIATES INC
12097 NW 98 AVE

HIALEAH GARDENS , FL 33018 USA

SALESPERSON: 4

INVOICE DATE: 09/14/2011

SHIP TO:

79 ST CAUSEWAY MIAMI BEACH KENNEDY CAUSEW
JFK CAUSEWAY PROPOSED MEDIAN
LOCATION: A62394121
CUSTOMER JOB # :

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA		P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
MVILASSO	09/14/11	Supermix				1% 10 days	09131102

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5.00 cy	3500 REGULAR	66.50	[illegible]
5.00 ea	MESA BUFF 1.5% LAMBERT 6 SX	28.00	[illegible]
1.00 ea	Environmental Fee	7.00	[illegible]
1.00 ea	Fuel Surcharge	26.50	[illegible]
	Ticket number(s) shipped from plant P-77 668031		
	SUBTOTAL		[illegible]
	STATE SALES TAX		[illegible]
	COUNTY SALES TAX		[illegible]
		TOTAL	541.42

PLEASE WRITE ACCOUNT # AND THE INVOICE # ON YOUR CHECK

NRMCA

116(67)

PLANT [redacted]
"The On Time Concrete Company"®
1-2[redacted]-3282

CENTRAL CONCRETE SUPERMIX, INC.

DEERFIELD: (954) [redacted]
BLOCK PLANT: (305) 805-3226
WWW.SUPERBLOCK.COM

MAIN OFFICE: 4300 S.W. 74th Ave. • Miami, FL 33155
PHONE: (305) 262-3250 • FAX: (305) 267-0698

CUSTOMER NO.	DELIVERY TICKET	DATE
MVILA080	77 668031	14-Sep-11

SERVING MIAMI-DADE, BROWARD AND PALM BEACH COUNTIES

SOLD TO	DELIVERY ADDRESS
M. VILA & ASSOCIATES INC 12097 NW 98 AVE 55	79 ST CAUSEWAY MIAMI BEACH KENNE DY CAUSEWAY (SR 934) MEDIAN IMPR 09131102

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
5.00	3500 REGULAR 5MESA DUFF 1.5%. 1ENV 1Fuel Surcharge		CYDS EA EA EA	

WATER ADDED BY SUPERVISOR ONLY

EXTRA UNLOADING TIME CHARGE ➡ MINUTES – ALLOWABLE TIME* = PER MINUTE X $1.00 =

*6 MINUTES PER CU. YD. ALLOWED

SHORT LOAD CHARGE ➡

SEP 14 PM 02:52

SLUMP		
4+/-1	THIS DELIVERY TOTAL 5.00 CU. YDS.	AMOUNT
	OF YOUR ORDER FOR 5.00 CU. YDS.	TAX

CUSTOMER OR HIS AGENT ASSUMES FULL RESPONSIBILITY FOR STRENGTH AND/OR PERFORMANCE OF ANY CONCRETE PLACED ABOVE DESIGN SLUMP OR WHEN WATER IS ADDED. WATER ADDED ☐ YES ☐ NO 20 GLS.

TOTAL ◆

TIME ARRIVED AT JOB	START UNLOADING	FINISHED UNLOADING	LEAVING THE JOB	TOTAL TIME
3:20	4:05	5:27	5:30	

SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON BOTH THE FRONT AND BACK OF THIS TICKET.

TRUCK NO.	DRIVER
391	Matech, Armando

I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket.

RECEIVED BY: X

7-189762

10 LOADING POINTS AT 7 MIAMI-DADE, BROWARD AND S. PALM BEACH COUNTY PLANTS TO SERVE YOU BETTER
MIAMI • AIRPORT • OPA LOCKA • MEDLEY • PERRINE • PEMBROKE PINES • DEERFIELD
PRODUCERS AND SUPPLIERS OF QUALITY READY MIXED CONCRETE AND CONCRETE BLOCK

OFFICE COPY

NRMCA

112 (68)

CENTRAL CONCRETE SUPERMIX, INC.

4300 SW 74th Avenue
Miami, Florida 33155
Telephone: (305) 264-5334
Facsimile: (305) 266-8002

10/07/2011

Certified Mail # 70111570000267243000
Return Receipt Requested

CITY OF NORTH BAY VILLAGE
1666 79 ST CAUSEWAY #700
NORTH BAY VILLAGE FL 33141-4190

NOTICE OF NON-PAYMENT

The undersigned notifies you that he has furnished Ready-Mix Concrete and/or Blocks for the improvement of the real property identified as:

CITY OF NORTH BAY VILLAGE - JFK CAUSEWAY VAR LOC IN THE CITY OF NORTH BAY VILLAGE MIAMI DADE COUNTY FL JFK DESIGN BUILD SERVICES WORK AKA 79 ST CAUSEWAY BOND# 5072120 A62394121

Under an order given by M. VILA & ASSOCIATES INC

The last of the labor, services or materials was furnished on 09/14/2011.

The amount due and unpaid is $8,325.71 for principal and $ 175.00 for filing fee.

Request for immediate payment is hereby made.

If applicable, a copy of the Recorded Claim of Lien will follow.

If you have any questions please do not hesitate to contact me at (305) 264-5334.

Sincerely,

BERNARDO DIAS
EXEC VICE PRESIDENT

Copies To:
70090960000016045258 M VILA & ASSOCIATES INC

70090960000016045265 WARREN M ALTER

70111570000267243017 SURETEC INSURANCE COMPANY

EXHIBIT D

11L(69)

SureTec

Bond Claims Dept.
jsparks@suretec.com
(512) 314-3660 Direct
(512) 314-3661 Facsimile

June 6, 2012

Mr. Manny Sanchez
Credit Manager
Central Concrete Supermix Inc.
4300 SW 74th Avenue
Miami FL 33155

via email: manuel@supermix.com

Re: **Principal:** M. Vila & Associates, Inc.
Obligee: City of North Bay Village
Project: JFK Causeway Design Build
Claimant: Central Concrete Supermix Inc.
Bond No.: 5072120

Dear Mr. Manny Sanchez:

This letter responds to Central Concrete Supermix Inc.'s claim in the amount of $8500.71 on the above-referenced payment bond. For the reason outlined below, SureTec Insurance Company ("Suretec") denies the claim.

Our principal, M. Vila & Associates, Inc ("M. Vila"), had a contract with the City of North Bay Village (the "City") to design and redevelop the JFK causeway (see attached). The City issued additional work orders to increase the project by two million dollars from the original contract. As you can see from the attached payment bond issued by SureTec to M. Vila, SureTec issued the bond to cover a portion of the original contract detailed as Work Order #1, Task I: ROW Preparation in the penal limit of $60,000.00. As you can see Task I is a specific portion of the contract. Our bond covered all work associated with that particular scope.

Based on the information received, the work done by your client is for a portion of the project that is outside the bonded scope of work in Task I.

Therefore, based on the information received and review of the attached Bond and Contract, the claim by your client is denied.

However, if you have any documentation or information that would cause SureTec to reconsider its position, please forward that information to the undersigned immediately for review.

EXHIBIT
E

116(70)

This correspondence and all prior or subsequent communications and/or investigative efforts are made with the express reservation of all rights and defenses the Surety has or may have at law, equity or under the terms and provisions of the bond and contract documents. This reservation includes, without limitation, defenses that may be available under any applicable notice and suit limitation provisions. Subject to this strict and continuing reservation, we look forward to hearing from you.

Should you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

Jimmy Sparks
Surety Claims Manager

Enclosures

cc: M. Vila & Associates, Inc.

114(71)

LAW OFFICES OF RICHARD S. COHEN, LLC
1806 OLD OKEECHOBEE ROAD
WEST PALM BEACH, FLORIDA 33409
E-MAIL: RSCOHENESQ@AOL.COM

PHONE: 561-684-7701

FAX: 561-615-6265

July 18, 2012

UPS and US Mail

Gary Brown
Weiss, Serota, Helfman, et.al.
200 E Broward Blvd., Suite 19900
Fort Lauderdale, FL 33301-1949

Re: Cemex Construction Materials Florida, LLC v M. Vila & Associates

Dear Mr. Brown:

I represent the interests of Cemex Construction Materials of Florida, LLC that provided building materials to a former customer named M. Vila and Associates to a project known as the JFK Causeway. My client was not paid and we provided to both your client the City of North Bay Village as well to a surety, SureTec, a Notice of non-payment a copy of which is enclosed. My client has since been advised that with regard to the contract in which these materials were supplied the City did not require a payment bond and derogation of Florida statute 255.05. Demand is made upon the City for the payment of these charges as well as all interest, costs and attorney fees.

I am providing you with the case of Palm Beach County v Trinity Industries, Inc., the site is 661 So 2d 942 with regard to contracts on public projects worth $200,000.00 or more. The public entity is required to insure the payment bond is provided on the project and that there is liability in the event no payment bond is provided.

Please review this with your with client and get back to me with your client's position. If I have somehow misstated the law please advise.

Respectfully,

Richard S. Cohen

cc: Andy Tate/Cemex Construction Materials

11L(72)

NOTICE OF NONPAYMENT
DATE 03/23/2012

13462345

TO: CITY OF NORTH BAY VILLAGE
1666 KENNEDY CSWY SUITE 700
NORTH BAY VILLAGE, FL 33141

TO: SURETEC INSURANCE COMPANY
952 ECHO LANE, SUITE 450
HOUSTON, TX 77024
BOND No. 5072120

CERTIFIED MAIL 7004 2510 0005 7629 2634

CERTIFIED MAIL 7004 2510 0005 7629 2658

In accordance with Section 255.05, Section 713.23, or Section 713.245 of the Florida Statutes, the undersigned, as authorized agent, hereby gives notice that pursuant to a contract with

M VILA & ASSOCIATES INC

the last was furnished on January 27, 2012

JF KENNEDY CAUSEWAY
(79 STREET CSWY) NORTH BAY VILLAGE
MIAMI DADE COUNTY, FLORIDA.

Owned by: CITY OF NORTH BAY VILLAGE

On which you are the general contractor. Undersigned has not been paid (or has not been paid in full) and is owed

$10,609.91

In accordance with Florida law, the undersigned is looking directly to you for payment of this amount, and to the surety bond executed to insure payment on said project pursuant to Section 255.05, Section 713.23, or Section 713.245, Florida Statutes, and common law.

CEMEX Construction Materials Florida LLC
(305) 558-0316
BY:
Its: REGION CREDIT REPRESENTATIVE

co: M VILA & ASSOCIATES INC 12097 NW 98 AVENUE HIALEAH GARDENS, FL 33018 CERTIFIED MAIL 7004 2510 0005 7629 2719	co:

cemex
11100 NW 138th Street
Miami, Florida 33178

116(73)

[2, 3] It is our determination that guardians of the estate, like personal representatives and lawyers seeking fees, should follow the guidelines set out in section 733.617(1), Florida Statutes (1987) and *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla.1985). *See also In re Estate of Platt*, 586 So.2d 328 (Fla.1991). In order to provide for meaningful appellate review the order awarding fees and expenses in all such cases, attorneys fees, personal representative fees and guardians fees, should specifically set out the record basis for the award and otherwise comply with the intent of *Rowe*, *Platt* and the statute. This should include an itemization of all awarded expenses.

The order is quashed and this cause remanded for a new hearing and order.

REVERSED and REMANDED.

HARRIS and ANTOON, JJ., concur.

1

Edward C. VINING, Jr., Appellant,

v.

Eva MARTYN, Appellee.

No. 94-3700.

District Court of Appeal of Florida, Fourth District.

Oct. 23, 1995.

Appeal from the Circuit Court for Martin County; Robert R. Makemson, Judge.

Douglas H. Stein, P.A., Coral Gables, for appellant.

Lauri Waldman Ross of Maland & Ross, Miami, for appellee.

PER CURIAM.

Finding that appellant has failed to demonstrate a preliminary basis for reversal of the order under review, we dispense with oral argument and summarily affirm under Florida Rule of Appellate Procedure 9.315.

GUNTHER, C.J., and FARMER and STEVENSON, JJ., concur.

2

PALM BEACH COUNTY, a political subdivision of the State of Florida, Appellant,

v.

TRINITY INDUSTRIES, INC., a Delaware corporation, Appellee.

No. 94-3510.

District Court of Appeal of Florida, Fourth District.

Oct. 25, 1995.

After contractor on county construction project became insolvent, subcontractor sued county to collect for materials it had supplied. The Circuit Court, Palm Beach County, Harold J. Cohen, J., entered summary judgment in favor of subcontractor. County appealed. The District Court of Appeal, Gunther, C.J., held that county was required by statute to ensure that contractor post payment and performance bond for the protection of subcontractors before construction commenced.

Affirmed.

1. Public Contracts ⇐44

Statute requiring contractors on public projects worth $200,000 or more to post payment and performance bond is remedial in nature and therefore entitled to a liberal construction, within reason, to effect its purpose of protecting subcontractors and suppliers by providing them with an alternative

11(74)

remedy to mechanic's liens on public projects. West's F.S.A. § 255.05(1)(a).

2. Public Contracts ⟹41

Statute requiring contractors on public projects worth $200,000 or more to post payment and performance bond prior to commencing construction places a corresponding duty on public agency to see that a bond is in fact posted for protection of subcontractors. West's F.S.A. § 255.05(1)(a).

3. Judgment ⟹181(19)

When the determination of the issues of a lawsuit depends upon construction of a written instrument and the legal effect to be drawn therefrom, the question at issue is essentially one of law only and determinable by entry of summary judgment.

4. Judgment ⟹181(1, 2)

Summary judgment is appropriate where the material facts are not in dispute and the judgment is based on the legal construction of documents.

5. Judgment ⟹185(2)

The standard for reviewing entry of summary judgment requires that moving party must conclusively show the absence of any genuine issue of material fact.

6. Judgment ⟹185(2)

Trial court, in determining whether party moving for summary judgment has conclusively shown absence of a genuine issue of material fact, must draw every reasonable inference in favor of nonmoving party.

7. Counties ⟹129

County was liable to subcontractor which had supplied materials for public guardrail project where estimated annual amount of guardrail contract was $250,000, where county failed to ensure that contractor post a payment and performance bond before construction commenced, and where contractor had become insolvent, making it impossible for subcontractor to collect on default judgment against contractor. West's F.S.A. § 255.05(1)(a).

Anne' Desormier-Cartwright and Denise J. Bleau, West Palm Beach, for appellant.

Paul A. Turk, Jr. of Paul A. Turk, Jr., P.A., West Palm Beach, for appellee.

GUNTHER, Chief Judge.

Appellant, Palm Beach County, defendant below (the County), appeals a final judgment entered after the trial court granted Appellee's, Trinity Industries, Inc., plaintiff below (Trinity), motion for summary judgment as to liability. Because no genuine issue of material fact exists as to liability, we affirm the final judgment.

The County posted a notice of bid for a contract for the furnishing and/or installing of guardrail for various job sites at any location within Palm Beach County. In the bid specifications, the scope provided that the term of the contract should be for dates certain to run twelve months with an option to renew for an additional twelve months. The bid specifications also revealed that the estimated annual expenditure would be $245,000.00.

Subsequently, the Palm Beach County Board of County Commissioners entered into a price agreement with Palm Beach Guardrail and Erosion Control (Palm Beach Guardrail) that set forth the duration of the agreement to run from August 20, 1991 through August 22, 1992 and the estimated dollar value at $247,000.00. Trinity entered this scenario as a subcontractor who provided materials to Palm Beach Guardrail for installation at one of the County's significant job sites. When Palm Beach Guardrail could no longer provide services to the County under the price agreement, the County entered into a price agreement with Rawls & Associates, Inc. to "complete the term of the original price agreement with Palm Beach Guardrail."

In sum, Palm Beach Guardrail performed work for the County worth $196,565.84 pursuant to the price agreement. In fulfilling the time remaining in the original contractual agreement, Rawls & Associates, Inc., provided services to the County in the amount of $39,701.99. Thus, the total work received by the County pursuant to their notice of bid for the furnishing and/or installing of guardrail was in the amount of $236,267.83.

11L.(75)

Trinity obtained a default judgment against Palm Beach Guardrail. However, collection of that judgment proved unsuccessful because Palm Beach Guardrail lacked assets. Trinity then filed an action against the County alleging that the County had failed to require Palm Beach Guardrail to post a bond in accordance with section 255.05, Florida Statutes (1991). In the parties' undisputed statement of facts, it is conceded that the County did not require the contractor, Palm Beach Guardrail, to submit a payment and performance bond under section 255.05(1)(a). The parties also stipulated that the estimated annual amount of the guardrail contract between the County and Palm Beach Guardrail was for $250,000.00.

Section 255.05(1)(a), Florida Statutes (1991), requires, in pertinent part:

> Any person entering into a formal contract with the state or any county, city, or political subdivision thereof, ... for the construction of a public building or public work shall be required, before commencing the work, to execute, deliver to the public owner, and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety....

The statute further exempts those contractors whose contracts fall under $200,000.00 from obtaining a bond:

> At the discretion of the official or board awarding such public authority, any person entering into such a contract which is for $200,000 or less may be exempted from executing the payment and performance bond.

[1] This court has noted that the above statute is remedial in nature and therefore, entitled to a liberal construction, within reason, to effect its intended purpose. *Fidelity and Deposit Co. of Maryland v. Waldron's Inc.*, 608 So.2d 119, 120 (Fla. 4th DCA 1992). Historically, the purpose of this section is to protect subcontractors and suppliers by providing them with an alternative remedy to mechanic's liens on public projects. *School Bd. of Palm Beach County v. Vincent J. Fasano, Inc.*, 417 So.2d 1063, 1065 (Fla. 4th DCA 1982); *see also Gorman Co. of Fort Lauderdale, Inc. v. Frank Maio Gen. Contractor, Inc.*, 438 So.2d 1018, 1019 (Fla. 4th DCA 1983); *Winchester v. Florida Elec. Supply, Inc.*, 161 So.2d 668, 669 (Fla. 2d DCA 1964).

[2] In following the Florida Supreme Court in *Warren v. Glens Falls Indem. Co.*, 66 So.2d 54 (Fla.1953), this court has explained that section 255.05 places a corresponding duty on the public agency, as well as the contractor, to see that a bond is in fact posted for the protection of the subcontractors before construction commences. *Pavex Corp. v. Broward County Bd. of County Com'rs*, 498 So.2d 1317, 1318 (4th DCA), *rev. dismissed*, 509 So.2d 1118 (Fla.1987).

[3-6] Where the determination of the issues of a lawsuit depends upon the construction of a written instrument and the legal effect to be drawn therefrom, the question at issue is essentially one of law only and determinable by entry of summary judgment. *Angell v. Don Jones Ins. Agency Inc.*, 620 So.2d 1012, 1014 (Fla. 2d DCA 1993). Moreover, a summary judgment is appropriate where the material facts are not in dispute and the judgment is based on the legal construction of documents. *Ball v. Florida Podiatrist Trust*, 620 So.2d 1018 (Fla. 1st DCA 1993). The standard for reviewing the entry of a summary judgment requires that a party moving must conclusively show the absence of any genuine issue of material fact. *Moore v. Morris*, 475 So.2d 666 (Fla.1985). The trial court must then draw every reasonable inference in favor of the non-moving party. *Id.; Lenhal Realty, Inc. v. Transamerica Commercial Fin. Corp.*, 615 So.2d 207 (Fla. 4th DCA 1993).

[7] In the instant case, we find that the evidence presented no genuine issue of material fact. The parties' statement of undisputed facts clearly reveals the County's approval to award Palm Beach Guardrail a guardrail contract to provide for countywide guardrail requirements for an estimated annual amount of $250,000.00. In addition, the statement of undisputed facts establishes that the contract between the parties was for one year. There exists no genuine issue of material fact that Palm Beach Guardrail be-

116 (76)

came insolvent, making it impossible for Trinity to collect against its default judgment. Furthermore, we find that the legislature, by enacting section 255.05, intended to protect the subcontractor, or materialman, from precisely this type of occurrence. Clearly, the contract between the County and Palm Beach Guardrail exceeded the $200,000.00 exemption, thus requiring the County to ensure that Palm Beach Guardrail "execute, deliver to the public owner, and record in the public records ... a payment and performance bond...." § 255.05(1)(a), Fla.Stat. (1991). Accordingly, we affirm the final judgment and summary judgment entered by the trial court in favor of Trinity.

AFFIRMED.

DELL and STEVENSON, JJ., concur.

William A. WALKER, Appellant,

v.

STATE of Florida, Appellee.

No. 95-1744.

District Court of Appeal of Florida, Fourth District.

Oct. 25, 1995.

Defendant moved for postconviction relief. The Circuit Court, St. Lucie County, Dwight L. Geiger, J., summarily denied motion, and defendant appealed. The District Court of Appeal held that trial court was required to conduct evidentiary hearing as to timeliness of motion.

Reversed and remanded.

Criminal Law ⇐998(19)

Trial court was required to conduct evidentiary hearing as to timeliness of motion for postconviction relief, which was allegedly based on facts unknown to defendant or his attorney, which could not have been discovered by exercise of due diligence; defendant claimed that county jail withheld from him pair of boxer shorts which he was wearing when arrested and which would provide key evidence in his case, and while sheriff's deputy claimed at defendant's trial that defendant had discarded shorts or sent them home with relative, property sheet received by defendant over three years after trial showed that jail had in fact had possession of shorts throughout his trial. West's F.S.A. RCrP Rule 3.850.

William A. Walker, Daytona Beach, pro se.

Robert A. Butterworth, Attorney General, Tallahassee, and John Tiedemann, Assistant Attorney General, West Palm Beach, for appellee.

PER CURIAM.

This is an appeal by a prisoner from the summary denial of his motion for postconviction relief pursuant to Rule 3.850. The state claims that it is filed untimely, more than two years from his conviction, but the appellant alleges that the facts on which it is based were unknown to him or his attorney and could not have been discovered by the exercise of due diligence. *Steinhorst v. State*, 636 So.2d 498 (Fla.1994). In all other respects the motion appears legally sufficient and would have required either the holding of an evidentiary hearing on its merits or the attachment of portions of the record conclusively refuting its allegations. We hold that the trial court was required to conduct an evidentiary hearing as to the timeliness of the motion.

The record tends to support appellant's contention. He claims that the St. Lucie County jail withheld from him a pair of boxer shorts which he was wearing when arrested and which would provide key evidence in his case. At appellant's trial in 1990 a sheriff's deputy claimed the appellant discarded them or sent them home with a relative. After his conviction, the appellant began requesting his property and records from the jail.

11(77)

LAW OFFICES OF RICHARD S. COHEN, LLC
1806 OLD OKEECHOBEE ROAD
WEST PALM BEACH, FLORIDA 33409
E-MAIL: RSCOHENESQ@AOL.COM

PHONE: 561-684-7701

FAX: 561-615-6265

July 26, 2012

Via e-mail: GBrown@wsh-law.com

Gary Brown
Weiss, Serota, Helfman, et.al.
200 E Broward Blvd., Suite 19900
Fort Lauderdale, FL 33301-1949

Re:Cemex Construction Materials Florida, LLC v M. Vila & Associates

Dear Gary:

Pursuant to your request, enclosed are copies of the open invoices along with the statement with regard to the materials sold to M. Vila and Associates, Inc. for the project known as JF Kennedy Causeway in which you represent the City of North Bay Village.

I look forward to hearing from you relative to these open invoices and my client's claim.

Respectfully,

Richard S. Cohen

cc: Andy Tate/Cemex Construction Materials

1/E (78)

LAW OFFICES OF RICHARD S. COHEN, LLC
1806 OLD OKEECHOBEE ROAD
WEST PALM BEACH, FLORIDA 33409
E-MAIL: RSCOHENESQ@AOL.COM

PHONE: 561-684-7701

FAX: 561-615-6265

August 6, 2012

Via e-mail: GBrown@wsh-law.com

Gary Brown, Esquire
Weiss, Serota, Helfman, et.al.
200 E Broward Blvd., Suite 19900
Fort Lauderdale, FL 33301-1949

Re:Cemex Construction Materials Florida, LLC v M. Vila & Associates

Dear Gary:

I need to hear from you at this time as to your client's position. My recommendation is to bring suit to collect what is owed to my client. I will hold my file for a period of ten (10) days from the date of this letter.

Very truly yours,

Richard S. Cohen

RSC/lrl

116(79)

CEMEX
11100 NW 138TH ST
MEDLEY, FL 33178-3110

CEMEX

ENERGY STAR AWARD 2010
PARTNER OF THE YEAR

Date 06/30/2012
Account # 3017237
Page 1 of 2

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

Statement of Account

CODE DESCRIPTIONS:
- IN Invoice
- CR Credit Memo
- DM Debit Memo
- RE Return Credit
- FC Finance Charge
- AJ Adjustment
- PD Payment Difference
- PY Payment
- UD Unearned Discount
- ZB Returned Check

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS, FL 33018-2927

S U M M A R Y O F A C C O U N T

We appreciate your business!

For Inquiries call: 800-99-CEMEX (23639)

Remittance Instructions

To ensure prompt and accurate payments, please follow the suggestions below.

1) **Detach the remittance portion(s) FROM ALL PAGES and mail back to us along with your payment.**
2) Put a check mark next to each item paid in the column provided on remittance stub.
3) Indicate amount paid in the space provided next to each invoice not paid in full.
4) Make a note of any address changes in the space provided.
5) Use the enclosed return envelope provided to mail in your payment along with the remittance portion only.

Date 06/30/2012
Account # 3017237

Please write account # on your check

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS, FL 33018-2927

Address change _____

CEMEX

CEMEX
PO Box 905875
Charlotte, NC 28290-5875

11L (80)

CEMEX

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS, FL 33018-2927

Date 06/30/2012
Account # 3017237

SUBTOTALS BY ACCOUNT

13452345		79ST CSWY W/C - NNP 3/22/12		MIAMI SHORES, FL 33138	
	02/04/2012	FC	1607858992		57.71
	03/04/2012	FC	1607887886		61.33
	04/07/2012	FC	1607923787		160.37
	05/06/2012	FC	1607952683		155.22
	06/03/2012	FC	1607981202		160.37
	12/21/2011	IN	9422844749	9422844749	2,213.83
	12/20/2011	IN	9422851653	9422851653	1,163.09
	01/06/2012	IN	9422905916	9422905916	1,651.02
	01/11/2012	IN	9422931844	9422931844	825.51
	01/13/2012	IN	9422944573	9422944573	600.81
	01/20/2012	IN	9422984196	9422984196	2,925.93
	01/25/2012	IN	9423008466	9423008466	488.47
	01/27/2012	IN	9423022664	9423022664	622.21
	160.37	155.22	160.37	10,609.91	11,085.87

CEMEX

Date 06/30/2012
Account # 3017237

REMIT

1607858992	57.71	☐	$
1607887886	61.33	☐	$
1607923787	160.37	☐	$
1607952683	155.22	☐	$
1607981202	160.37	☐	$
9422844749	2,213.83	☐	$
9422851653	1,163.09	☐	$
9422905916	1,651.02	☐	$
9422931844	825.51	☐	$
9422944573	600.81	☐	$
9422984196	2,925.93	☐	$
9423008466	488.47	☐	$
9423022664	622.21	☐	$

Total Paid $ _____

11(8)

CEMEX

PARTNER OF THE YEAR

INVOICE

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

Date	12/21/2011
Invoice No.	9422844749
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS, FL, 33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY, FL 33178-3110

Terms: 1% 15th prox, net 16th
Discount Amount: (20.69) (if paid within terms)
Payment Due On: 01/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.:
Account Number: 0003017237

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
12161105	MAT: 79TH STREET CAUSEWAY IMP ME	AVENTURA	33160

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	DELIVERED UOM	NET UNIT PRICE	PRICED BY	PRICED UOM	PRICED UNITS	MATERIAL AMOUNT	FREIGHT
12/21/2011	8051930265	31922945	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
12/21/2011	8051930265	31922945	1247818	FUEL SURCHARGE	1.00	EA	27.00	1	PC	1.00	27.00	0.00
12/21/2011	8051930265	31922945	1528055	3500REG/MESABUFF	10.00	YD3	105.00	1	YD3	10.00	1,050.00	0.00
12/21/2011	8051930270	31922977	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
12/21/2011	8051930270	31922977	1247818	FUEL SURCHARGE	1.00	EA	27.00	1	PC	1.00	27.00	0.00
12/21/2011	8051930270	31922977	1528055	3500REG/MESABUFF	9.00	YD3	105.00	1	YD3	9.00	945.00	0.00

PO subtotal : 19.00 Yards 0.00 Tons 2,069.00 Material 0.00 Freight 0.00 Other 144.83 Tax 2,213.83 Total

Yards	19.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	144.83	Invoice Total	2,213.83

This invoice incorporates herein by reference Buyer's previously-executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties), as fully set forth on this invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

116(82)

CEMEX

PARTNER OF THE YEAR

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

INVOICE

Date	12/20/2011
Invoice No.	9422851653
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: 1% 15th prox, net 16th
Discount Amount: (10.87) (if paid within terms)
Payment Due On: 01/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.:
Account Number: 0003017237

M VILA & ASSOCIATES INC
12097 NW 96TH AVE
HIALEAH GARDENS, FL, 33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY, FL 33178-3110

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
12161105	MAT: 79TH STREET CAUSEWAY IMP ME	AVENTURA	33160

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	DOM	NET UNIT PRICE	PRICED BY	DOM	UNITS	MATERIAL AMOUNT	FREIGHT
12/20/2011	8051916629	31921073	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
12/20/2011	8051916629	31921073	1247818	FUEL SURCHARGE	1.00	EA	27.00	1	PC	1.00	27.00	0.00
12/20/2011	8051916629	31921073	1528055	3500REG/MESABUFF	10.00	YD3	105.00	1	YD3	10.00	1,050.00	0.00

PO subtotal : 10.00 Yards 0.00 Tons 1,087.00 Material 0.00 Freight 0.00 Other 76.09 Tax 1,163.09 Total

Yards	10.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	76.09	Invoice Total	1,163.09

This invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Seller: Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

111 (83)

CEMEX

PARTNER OF THE YEAR

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

INVOICE

Date	01/06/2012
Invoice No.	9422905916
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: 1% 15th prox, net 16th
Discount Amount: (15.43) (if paid within terms)
Payment Due On: 02/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.: 01041205
Account Number: 0003017237

M VILA & ASSOCIATES INC
12097 NW 99TH AVE
HIALEAH GARDENS,FL,33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY,FL 33178-3110

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
01041205	79TH STREET CAUSEWAY IMP MESA BU	MIAMI	33138

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	DELIVERED UOM	UNIT PRICE	PRICED BY	PRICED UOM	BILLING UNITS	BILLING AMOUNT	FREIGHT
01/06/2012	8052044511	31934316	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/06/2012	8052044511	31934316	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/06/2012	8052044511	31934316	1528055	3500REG/MESABUFF	10.00	YD3	105.00	1	YD3	10.00	1,050.00	0.00
01/06/2012	8052044518	31934417	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/06/2012	8052044518	31934417	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/06/2012	8052044518	31934417	1528055	3500REG/MESABUFF	4.00	YD3	105.00	1	YD3	4.00	420.00	0.00

PO subtotal : 14.00 Yards 0.00 Tons 1,543.00 Material 0.00 Freight 0.00 Other 108.02 Tax 1,651.02 Total

Yards	14.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	108.02	Invoice Total	1,651.02

This invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Seller's Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

(48)711

CEMEX

PARTNER OF THE YEAR

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

INVOICE

Date	01/11/2012
Invoice No.	9422931844
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

Terms: 1% 15th prox, net 16th
Discount Amount: (7.72) (if paid within terms)
Payment Due On: 02/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.: 01041205
Account Number: 0003017237

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS,FL,33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY,FL 33178-3110

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
01041205	79TH STREET CAUSEWAY IMP MESA BU	MIAMI	33138

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	DELIVERED UOM	NET UNIT PRICE	#	PRICED UOM	UNITS	MATERIAL AMOUNT	FREIGHT
01/11/2012	8052085651	31939213	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/11/2012	8052085651	31939213	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/11/2012	8052085651	31939213	1528055	3500REG/MESABUFF	7.00	YD3	105.00	1	YD3	7.00	735.00	0.00

PO subtotal : 7.00 Yards 0.00 Tons 771.50 Material 0.00 Freight 0.00 Other 54.01 Tax 825.51 Total

Yards	7.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	54.01	Invoice Total	825.51

This invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Seller's Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

117185

CEMEX

PARTNER OF THE YEAR

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

INVOICE

Date	01/13/2012
Invoice No.	9422944573
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS,FL,33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY,FL 33178-3110

Terms: 1% 15th prox, net 16th
Discount Amount: (5.62) (if paid within terms)
Payment Due On: 02/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.: 01041205
Account Number: 0003017237

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
01041205	79TH STREET CAUSEWAY IMP MESA BU	MIAMI	33138

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	DELIVERED UOM	NET UNIT PRICE	PRICED BY	PRICED UOM	PRICED UNITS	MATERIAL AMOUNT	FREIGHT
01/13/2012	8052110988	31942057	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/13/2012	8052110988	31942057	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/13/2012	8052110988	31942057	1528055	3500REG/MESABUFF	5.00	YD3	105.00	1	YD3	5.00	525.00	0.00

PO subtotal : 5.00 Yards 0.00 Tons 561.50 Material 0.00 Freight 0.00 Other 39.31 Tax 600.81 Total

Yards	5.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	39.31	Invoice Total	600.81

This invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

(98) 711

CEMEX

PARTNER OF THE YEAR

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

INVOICE

Date	01/20/2012
Invoice No.	9422984196
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS,FL,33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY,FL 33178-3110

Terms: 1% 15th prox, net 16th
Discount Amount: (27.35) (if paid within terms)
Payment Due On: 02/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.: 01191201
Account Number: 0003017237

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
01191201	MAT: 79TH STREET CAUSEWAY IMP **	MIAMI	33138

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	UOM	UNIT PRICE	PRICED QTY	UOM	EXTENDED AMOUNT	MATERIAL AMOUNT	FREIGHT
01/20/2012	8052181214	31950246	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/20/2012	8052181214	31950246	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/20/2012	8052181214	31950246	1528055	3500REG/MESABUFF	10.00	YD3	105.00	1	YD3	10.00	1,050.00	0.00
01/20/2012	8052182729	31950480	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/20/2012	8052182729	31950480	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/20/2012	8052182729	31950480	1528055	3500REG/MESABUFF	10.00	YD3	105.00	1	YD3	10.00	1,050.00	0.00
01/20/2012	8052183319	31950899	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/20/2012	8052183319	31950899	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/20/2012	8052183319	31950899	1528055	3500REG/MESABUFF	5.00	YD3	105.00	1	YD3	5.00	525.00	0.00

PO subtotal : 25.00 Yards 0.00 Tons 2,734.50 Material 0.00 Freight 0.00 Other 191.43 Tax 2,925.93 Total

Yards	25.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	191.43	Invoice Total	2,925.93

This invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

(11787)

CEMEX

PARTNER OF THE YEAR

INVOICE

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

Date	01/25/2012
Invoice No.	9423008466
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS,FL,33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY,FL 33178-3110

Terms: 1% 15th prox, net 16th
Discount Amount: (4.57) (if paid within terms)
Payment Due On: 02/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.: 01241207
Account Number: 0003017237

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number		Delivery Address			City						Zip Code		
DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION		DELIVERED QTY	DELIVERED UOM	NET UNIT PRICE	PRICED BY	PRICED UOM	PRICED UNITS	MATERIAL AMOUNT	FREIGHT
01241207		MAT: 79TH STREET CAUSEWAY IMP **			MIAMI						33138		
01/25/2012	8052222211	31955530	1001368	MINIMUM LOAD CHARGE,DIV 10		1.00	PC	0.01	1	PC	1.00	0.01	0.00
01/25/2012	8052222211	31955530	1202749	ENVIRONMENTAL CHARGE		1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/25/2012	8052222211	31955530	1247818	FUEL SURCHARGE		1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/25/2012	8052222211	31955530	1528055	3500REG/MSSABUFF		4.00	YD3	105.00	1	YD3	4.00	420.00	0.00

PO subtotal : 4.00 Yards 0.00 Tons 456.51 Material 0.00 Freight 0.00 Other 31.96 Tax 488.47 Total

Yards	4.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	31.96	Invoice Total	488.47

This invoice incorporates herein by reference Buyer's previously-executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

(88)711

CEMEX

PARTNER OF THE YEAR

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC
CEMEX CONSTRUCTION MATERIALS, LP
CEMEX ONE

INVOICE

Date	01/27/2012
Invoice No.	9423022664
Reference No.	

DETAIL IDENTICAL TO MAILED COPY

M VILA & ASSOCIATES INC
12097 NW 98TH AVE
HIALEAH GARDENS,FL,33018-2927

CEMEX
11100 NW 138TH ST
MEDLEY,FL 33178-3110

Terms: 1% 15th prox, net 16th
Discount Amount: (5.82) (if paid within terms)
Payment Due On: 02/15/2012
Job No.: 13452345
Legal Address: 79ST CSWY W/C - NNP 3/23/12
Customer Job No.: 304
Account Number: 0003017237

Remit To:

CEMEX
PO BOX 905875
CHARLOTTE, NC 28290-5875

For All Inquiries Call: 305-558-0315

PO Number	Delivery Address	City	Zip Code
01261205	79TH STREET CAUSEWAY IMP **COLOR**	MIAMI	33138

DATE SHIPPED	DELIVERY NUMBER	REF #	PRODUCT CODE	PRODUCT DESCRIPTION	DELIVERED QTY	DELIVERED UOM	NET UNIT PRICE	PRICED BY	PRICED UOM	PRICED UNITS	MATERIAL AMOUNT	FREIGHT
01/27/2012	8052250171	31959929	1001368	MINIMUM LOAD CHARGE,DIV 10	1.00	PC	125.00	1	PC	1.00	125.00	0.00
01/27/2012	8052250171	31959929	1202749	ENVIRONMENTAL CHARGE	1.00	EA	10.00	1	PC	1.00	10.00	0.00
01/27/2012	8052250171	31959929	1247818	FUEL SURCHARGE	1.00	EA	26.50	1	PC	1.00	26.50	0.00
01/27/2012	8052250171	31959929	1528055	3500REG/MESABUFF	4.00	YD3	105.00	1	YD3	4.00	420.00	0.00

PO subtotal : 4.00 Yards 0.00 Tons 581.50 Material 0.00 Freight 0.00 Other 40.71 Tax 622.21 Total

Yards	4.00	Tons	0.00	Freight Total	0.00	Other	0.00	Sales Tax Total	40.71	Invoice Total	622.21

This invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties),as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.
Note: The customer mailing address above reflects the current address not necessarily the address at the time of invoicing.

114 (89)

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 06-12

79th Street Causeway Improvements
Construction Phase Services

11C(90)

PROJECT AGREEMENT

Between

CITY OF NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 06-12

79th Street Causeway Improvements
Construction Phase Services

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

The CITY and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 Based on the CITY'S General Contractor defaulting on the 79th Street Causeway Improvement project, the CITY is proceeding with an alternative General Contractor to complete the remaining work. The CONSULTANT shall assist the CITY by providing construction phase services associated with completing the project. The CONSULTANT was involved as part of a prior authorization in determining the value of the work in place, reviewing and evaluating the remaining work, and reviewing the costs provided by the alternative General Contractor to complete the project. The proposed professional services are described in the "Project Description" attached as Exhibit "1."

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

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement,

11L(91)

prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed 120 days from the Commencement Date, shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of $23,000.00. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount

11L(92)

stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, CITY'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

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

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

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

11L(93)

dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

116(94)

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Gary R Ratay	Project Manager
Stefano Viola	Engineer
John McWilliams	Engineer
Shanda Layne	Administrative
Jeanine Woll	Administrative

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the CITY reserves the right to reject any proposed substitution for any of the above-named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

11L(95)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its _____, attested to by its CITY Clerk, duly authorized to execute same, and by CONSULTANT, by and through its __Senior Associate__, duly authorized officer to execute same.

ATTEST:

_____
City Clerk

CITY OF NORTH BAY VILLAGE

By:_____

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____
Gary R. Ratay, P.E.

Date: _____

11L(96)

Exhibit "1"

Project Description

KHA is pleased to provide construction phase services during the construction process associated with completing the 79th Street Causeway Improvement Project and Dr. Paul Vogel Community Park. The intent of the project is to assist the CITY in observing construction operations to confirm the project is being completed in general compliance with the construction documents.

The scope of services generally includes professional services for project meetings, shop drawing review, contract administration, onsite observations, and project close-out.

11L(97)

Exhibit "2"

Scope of Services

The scope of services will be completed by KHA and the following task will be performed in close coordination with City staff. It is anticipated that administration of this project will require approximately 3 months.

Task 1 – Attend Project Meetings

1.1 KHA shall attend one pre-construction meeting and an average of one progress review meeting per month. The intent of the progress review meetings is to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 - Review Shop Drawings

2.1 KHA shall review Shop Drawings, samples, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto). KHA shall perform these reviews in accordance with the standard of care of the profession at the time of service.

2.2 KHA shall consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the Contractor.

Task 3 - Contract Administration

3.1 Based on KHA's on-site observations, review of applications for payment, and the accompanying data and schedules, KHA shall review the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City based on such observations and review that the work has progressed to the point indicated and that, to the best of KHA's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents, and that payment of the amount recommended is due the Contractor.

3.2 By recommending any payment, KHA shall not thereby be deemed to have represented that observations made by KHA to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to KHA in this Agreement. Neither KHA's review of Contractor's work for the purposes of recommending payments nor KHA's recommendation of any payment including final payment will impose on KHA responsibility to supervise, direct,

11498

or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

3.3 The KHA shall issue necessary interpretations and clarifications of the Contract Documents and act as initial interpreter of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Task 4 - Onsite Observations

4.1 A Resident Project Representative (RPR) will be furnished by KHA and shall act as directed by KHA in order to assist KHA in observing performance of the work of the Contractor. The duties, responsibilities, and limitations on the authority of the RPR and assistants will be in accordance with the Contract Document.

4.2 The RPR shall visit the site up to two times per week during the construction process to observe the progress and quality of the executed work of Contractor(s) and to determine if such work is progressing in general accordance with the Contract Documents. The onsite observations provided by KHA are for construction coordination of the project. KHA will coordinate with the City and the contractor for the sequence of visits, and the observation milestones as they pertain to the project permits. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of the investigative approach or construction selected by the Contractor or the safety precautions and programs incident to the work of Contractor. The RPR's efforts will be directed toward providing the City with a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, KHA shall keep the City informed of the progress of the work, shall endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The KHA shall perform the observations in accordance with the standard of care of the profession at the time of service.

Task 5 – Project Close-out

5.1 KHA shall review the project to determine if the project is substantially complete, prepare a punch list, and conduct a final review to determine if the work has been completed in accordance with the Contract Documents.

5.2 KHA will review "As-Built" drawings provided by the Contractor. The Contractor's "As-Built" drawings must be signed and sealed by a certified Florida Surveyor.

5.3 KHA shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any

11L(99)

other persons (except KHA's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Task 6 - Additional Services

6.1 KHA will provide, as requested and authorized by the City, additional services beyond those described in the task sections above. Additional services may include, but not be limited to project design modifications, construction contract extensions, additional project meetings, and additional onsite visits.

6.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- Reviewed shop drawings
- Contractor payment recommendations
- Project punch list

SCHEDULE

KHA will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. Once construction begins, we anticipate the following schedule:

- Substantial completion - 60 days from NTP
- Final complete - 90 days from NTP

116(100)

Exhibit "3"

Payment Schedule

The Consultant will accomplish the services outlined in Tasks 1 through 5 for the lump sum budget of $23,000.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1:	Attend Project Meetings	$2,400
Task 2:	Review Shop Drawings	$500
Task 3:	Contract Administration	$4,100
Task 4:	Onsite Observations	$13,700
Task 5:	Project Close-out	$2,300
	LUMP SUM	**$23,000**

11L(10D)

RESOLUTION NO: _____

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 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)*

WHEREAS, the City Commission adopted Resolution No. 2009-74 on October 13, 2009, which approved the *Design-Build Construction Contract Between City of North Bay Village and M. Vila & Associates, Inc.* (the "Agreement") for design and construction services for the redevelopment of the John F. Kennedy Causeway and concurrently authorized Work Order #1 in the amount of $577,814 providing for design, permitting, and pre-construction activities along Kennedy Causeway; and

11 L (10) A

WHEREAS, pursuant to the Agreement, M. Vila & Associates, Inc. ("Vila") was required to furnish payment and performance bonds ("Bonds") to protect the City from liability in the event that Vila failed to perform and complete the Project; and

WHEREAS, the City Commission approved Resolution No. 2010-32 on April 13, 2010, which authorized Work Order #2 in the amount of $1,550,937 for construction of Phase 1 under the Agreement including new decorative walls, expanded concrete sidewalks, concrete curbs, concrete decorative crosswalks, irrigation, landscaping, and electrical on North Bay Island and a portion of Treasure Island at Adventure Avenue; and

WHEREAS, the City Commission approved Resolution No. 2011-49 on October 11, 2011, which authorized the City Manager to take all steps necessary to complete the design and construction of improvements to Dr. Paul Vogel Park ("Vogel Park"); and

WHEREAS, the City Commission approved Resolution No. 2011-56 on November 8, 2011, which authorized Change Orders 1 through 9 to the Agreement for a total increase of $374,300.51, and to address, signage, street lighting repairs, irrigation, planting extensions and improvements to Vogel Park; and

WHEREAS, prior to completion of the work, Vila abandoned the Project, and, as a result, on or about May 31, 2012, the City terminated the Agreement for cause; and

WHEREAS, at the time of termination, the work under the Agreement was incomplete; and

WHEREAS, at the time of termination, the City had in its possession approximately $305,913.75 in remaining contract funds; and

WHEREAS, subsequent to termination of the Agreement, the City in its due diligence determined that Vila had not purchased the required Bonds and had instead purchased a bond from Suretec Insurance Company ("Surety") in the amount of $60,000.00 for a portion of the Work; and

WHEREAS, the City was provided with written notices of non-payment from Vila's subcontractors and suppliers for completed work on the Project in the amount of $373,510.66 ("Claimants"); and

11L(101)B

WHEREAS, despite demand from the City and Claimants, the Surety has declined to complete the remaining work or make payment to the Claimants, asserting that the Bonds do not provide coverage for the claims; and

WHEREAS, as a result of Vila's default and the Surety's actions, the City's most practical option is to complete the work with a completion contractor and arrange for payment of verified amounts to unpaid Claimants; and

WHEREAS, on May 8, 2012, the City Commission initially authorized the City Manager to attempt complete the work and pay unpaid Claimants in an amount not to exceed the remaining contract funds; and

WHEREAS, the City obtained several completion proposals, including one from Valley Crest, a general contractor (also a main subcontractor under Vila on the Project); and

WHEREAS, Valley Crest's completion proposal is based, in part, on using Southeast (the original electrical subcontractor on the job) to perform the remaining electrical and signalization work on the Project; and

WHEREAS, Valley Crest and Southeast have agreed to the negotiated and discounted lump sum amounts of $235,999.00 for work performed for Vila on the Project and $174,001.00 to complete the Project (totaling $410,000.00); and

WHEREAS, the Claimants other than Valley Crest and Southeast have asserted claims for non-payment totaling approximately $114,332.00; and

WHEREAS, Kimley-Horn has agreed to provide construction administration services to the City to oversee completion of the Project under Work Authorization number 06-12, for a cost not to exceed $23,000.00; and

WHEREAS, based upon information presently available to the City, the total anticipated cost of completion of the work using Valley Crest, Southeast, and Kimley-Horn, payment to other unpaid Claimants, and termination-related expenses, including legal expenses, incurred and to be incurred by the City, is approximately $587,702.00 ("Completion Sum"); and

11C(101)C

WHEREAS, the anticipated Completion Sum exceeds the remaining contract funds under the Agreement by approximately $281,789.00, which is currently unfunded in the City's budget; and

WHEREAS, in order to minimize further delays in the completion of the Work, and to mitigate the City's damages, the City Commission finds that it is in the City's best interest to waive the competitive bidding process for the award of a completion contract for the Project pursuant to Section 36.25 of the City Code.

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

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

Section 2. **Waiver of Competitive Bidding.** Competitive bidding for the award of a Completion Contract for the Project is waived pursuant to Section 36.25 of the City Code.

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:

a) negotiate a completion contract with Valley Crest subject to formal approval by the Commission (the cost of which together with amounts owed to Valley Crest and Southeast for previously completed work will not exceed $410,000.00);

b) negotiate payment to other unpaid Claimants for a sum not to exceed $114,332.00; and

c) authorize Kimley-Horn to proceed with Work Order 06-12.

11L(101)D

Section 4. **Appropriation of Funds and Authorization of Fund Expenditures.** The City Commission budgets and appropriates $281,789.00 to be utilized to complete the Project as follows: $125,184 from the CITT Fund, $74,382 from GO Bonds (for use on Vogel Park), and $82,223 from the General Fund Reserves; and further authorizes the City Manager to expend such funds to implement the terms and conditions of this Resolution; provided however, that the City Manager's authorization to expend funds under the Completion Contract with Valleycrest shall not be triggered until the City Commission approves the Completion Contract.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th 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: Completion and Payment/J. F. Kennedy Causeway Redevelopment and Dr. Paul Vogel Park Improvements Project.

11C(10)E

MEMORANDUM
City of North Bay Village

DATE: September 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, 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 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.**

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

DK:yph

11L(101)F

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, 2012

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

FROM: Dennis Kelly
City Manager

SUBJECT: Redevelopment of Dr. Paul Vogel Park: Authorization to purchase three (3) signs.

RECOMMENDATION:

It is recommended that the City Commission approve a Resolution authorizing the City Manager to purchase three (3) signs similar to the design by Tom Graboski for $13,025 including installation at Dr. Paul Vogel Park.

The three signs identified in the Park Signage Plans attached have Sign Type and Location Number for your reference and are:

Cost	Sign Type / Location Number - Sign Content
$ 8,900	1.1 / 1.01 - Main Park Identity Sign "North Bay Village Dr. Paul Vogel Community Park" with Dedication on it, as per the Community Enhancement Board, "Hereby dedicated to the residents of North Bay Village and to the life time service of Dr. Paul Vogel Mayor Emeritus".
$ 275	4.4 / 1.02 - "Daily Park Hours:... & Park Rules: ..."
$ 1,900	4.3 / 1.14 - "Playground Rules:..."

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

$1,950	Installation of three (3) signs estimate
$13,025	Total

The Community Enhancement Board addressed the matter at its July 3, 2012 meeting and recommended the following by a unanimous vote:

1. Correcting the Dr. Paul Vogel Park marker dedication date and names of the Mayor and the Commission.
2. Changing the wording on the dedication to say:..." dedicated to the residents of North Bay Village and the lifetime service of Dr. Paul Vogel Mayor Emeritus".
3. Incorporating the marker, dedication, and entrance signs into one sign, the main identity sign, to cut down on clutter; and getting a price quote for the new sign design.

BACKGROUND:

Staff received three estimates and the most economical is included for your consideration. Only the three signs presented are being considered for purchasing and installation at this time.

The City received $415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

BUDGETARY IMPACT:

The funds for the purchase of the three signs at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

11M(2)

ATTACHMENTS:

1) Resolution
2) Park Signage Plans
3) Three quotations
4) Current park budget

11M(3)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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, 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.**

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

DK:yph

11 M(4)

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

RESOLUTIONNO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF 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)***

WHEREAS, the City of North Bay Village (the "City") has obtained three cost estimates for the purchase of the signage at Dr. Paul Vogel Park, as designed previously by TGA Designs.

WHEREAS, C&L Graphics provided the lowest cost estimate and has provided the installation of the existing signage at Dr. Paul Vogel Community Park; and

WHEREAS, the City Manager hereby recommends that the City Commission approve the services of C&L Graphics at a lump sum cost of $13,025 to continue to install the required park identification signs, signs advertising playground rules, park rules, and dedication signage, plus the cost of installation.

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

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

Section 2. **Approval of Purchasing Order/Quote.** The Purchasing Order/ Quote with C&L Graphics in the amount of $13,025 for purchase and installation of four signs for Dr. Paul Vogel Park, a copy of which is attached as Exhibit "1", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

//N(5)

Section 3. **Authorization of City Officials.** The City Manager and City Attorney are authorized to take all steps necessary to implement the terms and conditions of the purchase order/quote.

Section 4. **Authorization of Fund Expenditure.** The City Manager is authorized to expend $13,025 to C&L Graphics from budgeted funds from the Safe Neighborhood Parks Grant Funds to implement the terms and conditions of the purchase order/quote.

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

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

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

FINAL VOTE AT ADOPTION:

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

11M (6)

PASSED AND ADOPTED this ____ day of ____, 2012.

_____

Connie Leon-Kreps, Mayor

ATTEST:

_____

Yvonne P. Hamilton, CMC
City Clerk

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

_____

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

City of North Bay Village Resolution: C&L Graphics-Dr. Paul Vogel Park Signs-September 2012

11M(7)

C&L GRAPHICS
consulting • design • printing • advertising

3901 NW 79th Avenue / Suite 244 / Doral, FL 33166
T. 786.877.5522 / F. 786.513.0132
E. carlos@candlgraphics.com

Quote

BILL TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

SHIP TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

P.O. NO.	QUOTE No.	DUE DATE	REP.	ORDER No.	SHIP VIA
Sam	09657-C	07/27/12	CR		Hand Delivered

Sign Type	DESCRIPTION	Location	Qty.	AMOUNT
	"CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured with Economical Materials to look like TGA Design			
1.1	Main Park Identity Sign "Dr. Paul Vogel with Dedication on it	1.01	1	$8,900.00
4.3	Playground rules	1.14	1	1,900.00
4.4	Daily Park Hours & Park Rules	1.02	1	275.00
	Installation for above signs (approx.) City Permits are not included.		3	1,950.00
			SUB-TOTAL	13,025.00
			TAX	N/A
			DEPOSIT	

All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.

Please make checks payable to: C&L Graphics, Inc.

Thank You for your business

TOTAL **$13,025.00**

11M(8)

IDEAS
ADVERTISING GROUP
7901 NW 36 Street | Suite#340
Doral, Florida 33166
Phone 305.215.5705 Fax 786.513.7608
Edwin@IdeasAdvertisingGroup.com

QUOTATION

Quote No. 120521-003
Invoice Date May 21, 2012

SHIP TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

BILL TO

City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village FL 33141

Sales Rep.	P.O. Number	Ship Date	Ship Via	FOB	Terms
E. GONZALEZ		00/00/00	Truck	Miami, FL	COD

Quantity	Description	Unit Price	Total
	"CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured to look like TGA Design		
	INFORMATIONAL SIGNS:		
	4.1 Fitness Motivational Sign	2470	2,470.00
	4.2 Interpretive Signage	2600	2,600.00
	4.3 Playground rules	2470	2,470.00
	4.4 Park Rules	380	380.00
	4.5 Dedication Sign	2600	2,600.00
	IDENTIFICATION SIGNS:		
	1.1 Park Main ID Sign	11500	$11,500.00
	1.1A Park Secondary ID Sign	4550	4,550.00
	1.2 Storage	350	350.00
	1.3 Men and Women Restrooms (2 Signs)	335	770.00
	Installation is not included in above prices		
		Sub-Total	
It's been a pleasure working with you. Thank You!		Tax	
If customer invoices are delinquent thirty(30) days from the date that your order is completed. A late charge of $25.00, together with interest accruing at the rate of 1.5% per month shall be assessed. Customer shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney fees.		Total	
		Balance Due	

1/M(9)

HIGH SPIRITS INC.
2353 Coral Way
Miami, FL 33145
Phone: 305-860-3601
e-mail: highspiritsinc@aol.com

ESTIMATE

SOLD TO:

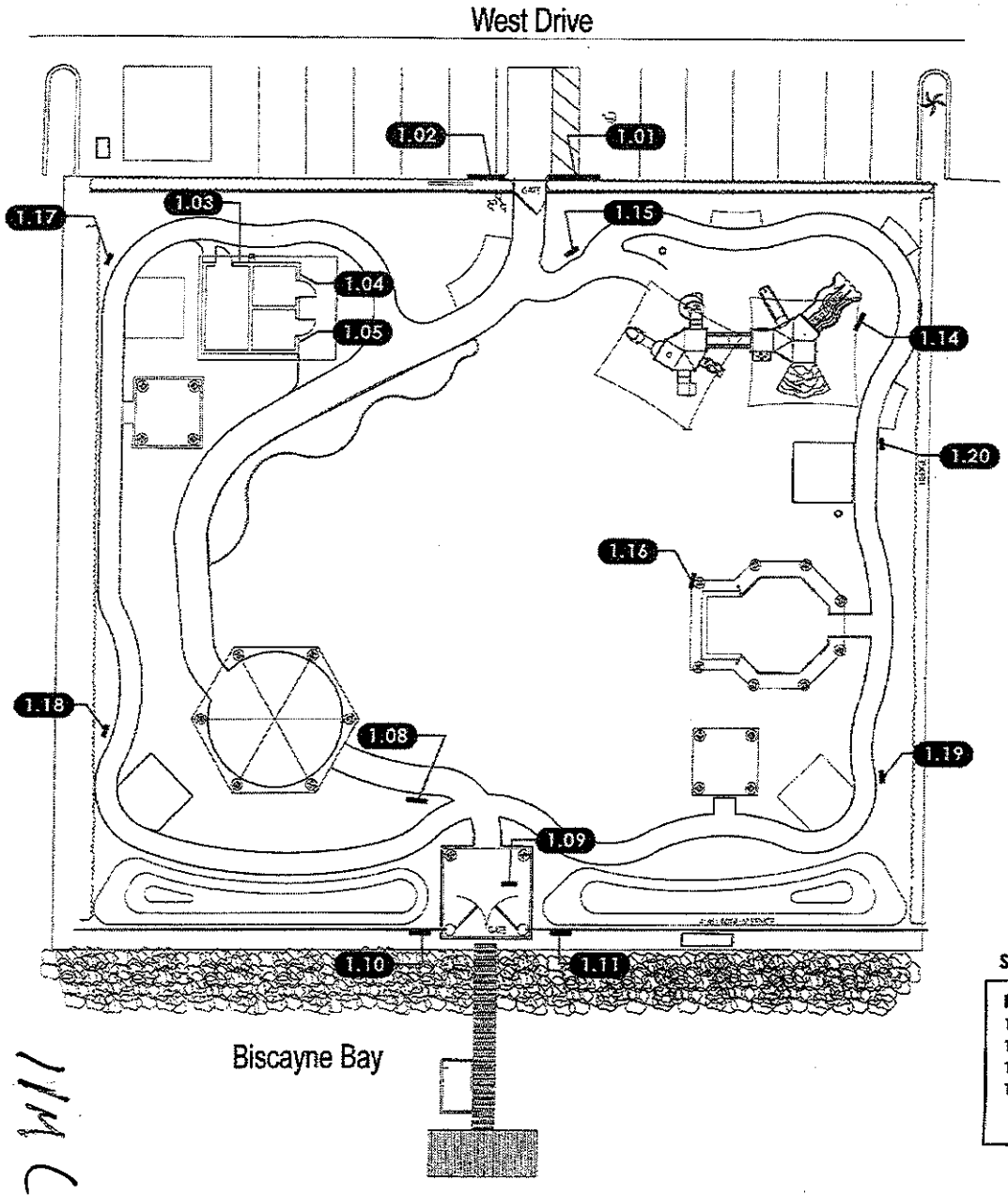
North Bay Village City
1700 Kennedy Causeway / #132
North Bay Village, Florida 33141
Sam Zamacona

REQUESTED BY	QUOTE NO.	DATE	REP.	TERMS
Sam Zamacona	Q-10513	05/18/12	P. O.	COD

DESCRIPTION	QTY	AMOUNT
CITY OF NORTH BAY VILLAGE VOGEL PARK SIGNAGE Manufactured with to look like Design by TGA		
Identification Signs:		
1.1 Park Main ID Sign	1	$10,950.00
1.1A Park Secondary ID Sign	1	4,950.00
1.2 Storage	1	385.00
1.3 Restrooms (2)	2	600.00
Informational Signs:		
4.1 Fitness Motivational Sign	1	2,900.00
4.2 Interpretive Signage	1	2,750.00
4.3 Playground rules	1	2,900.00
4.4 Park Rules	1	425.00
4.5 Dedication Sign	1	2,850.00
Installation for above not included		

Prices do not reflect taxes, they'll be added to the invoice when applicable. The prices herein are good for 30 days only. When you have decide to place an order, please attached this quote with your request.

11M(10)



MESSAGE SCHEDULE:

Location Number:	Sign Type:	Message:	Notes:
1.01	1.1	**Dr. Paul Vogel Community Park**	Park Main ID
1.02	4.4	**Daily Park Hours: 90 minutes after sunrise until sundown** **Park Rules: No Pets, No Barbeques, No Alcoholic Beverages, No Skates or Skateboards, No Loud Music, Bikes in Bike Racks Only**	Park Rules
1.03	1.2	**Storage** (grade 2 braille)	ADA sign
1.04	1.3	**MEN** (grade 2 braille)	ADA sign
1.05	1.3	**WOMEN** (grade 2 braille)	ADA sign
1.08	4.2	(Interpretive Sign)	Client to provide information.
1.09	4.2	(Interpretive Sign)	Client to provide information.
1.10	1.1A	**Dr. Paul Vogel Community Park**	Park Secondary ID
1.11	4.4	(Dock Rules)	Client to provide information.
1.14	4.3	(Playground Rules)	Client to provide information.
1.15	4.5	(Dedication Sign)	Client to provide information.
1.16	4.2	(Interpretive Sign)	Client to provide information.
1.17	4.1	(Fitness Motivational Sign)	Client to provide information.
1.18	4.1	(Fitness Motivational Sign)	Client to provide information.
1.19	4.1	(Fitness Motivational Sign)	Client to provide information.
1.20	4.1	(Fitness Motivational Sign)	Client to provide information.

SIGN TYPE KEY:

IDENTIFICATION		INFORMATIONAL	
1.1	Park Main ID Sign	4.1	Fitness Motivational Sign
1.1A	(Small) ID & Rules Plaque	4.2	Interpretive Signage
1.2	ADA Sign	4.3	Playground Rules
1.3	Restroom Sign	4.4	Park / Dock Rules
		4.5	Dedication Sign

project
West Drive Park Signage
North Bay Village

tgadesign
Contact: Veronica Martin
vmartin@tgadesign.com

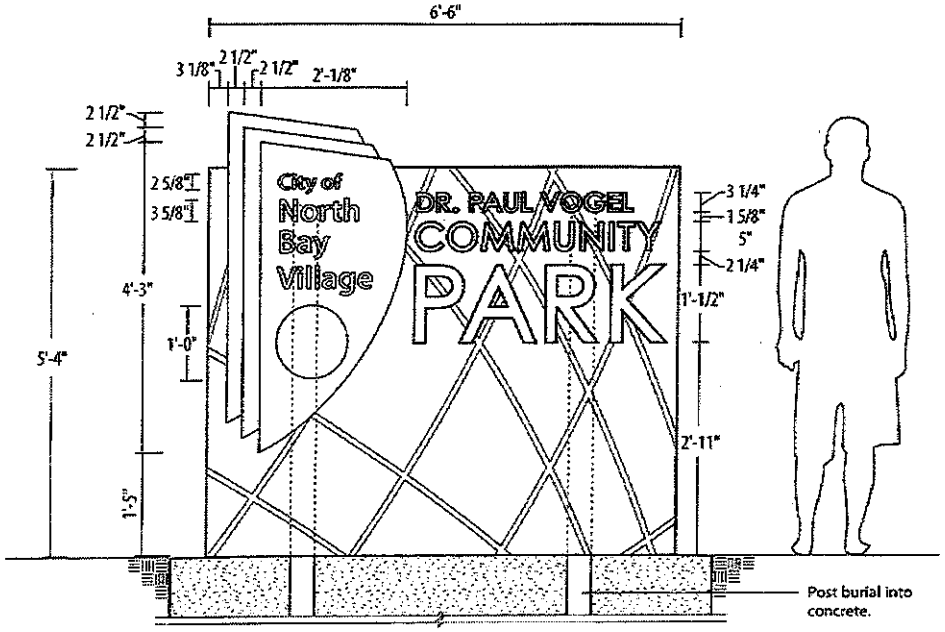
issue / revisions
1. 02.01.10 vlm
2. 06.17.10 vlm

description
Site Plan

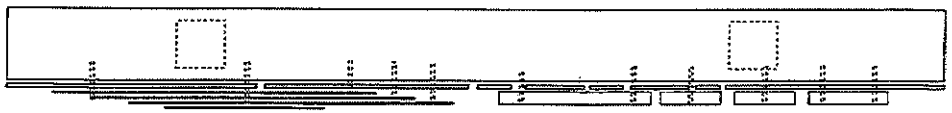
scale
nts

sign type
1

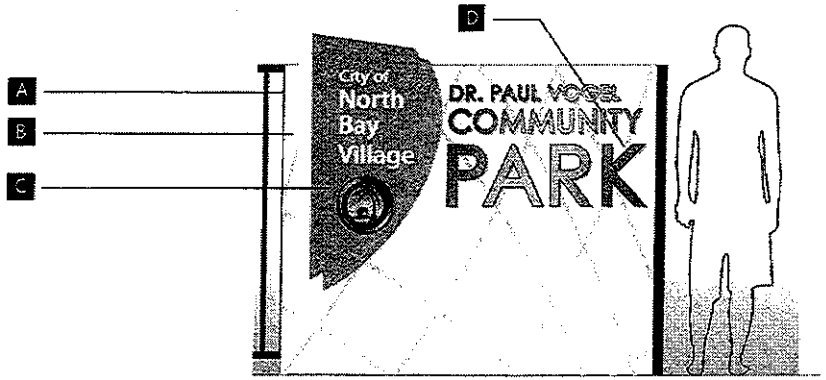
1M (11)



FRONT ELEVATION
Scale: 1:20



PLAN VIEW
Scale 1:10



PARK MAIN ENTRANCE ELEVATION
Scale: 1:25

SPECIFICATIONS

A 1/8" (t) welded aluminum pan structure. Structure to be continuously welded. All welds should be ground & painted.
First surface painted to match **Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.**
Second surface & returns painted to match **Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.**

B Decorative Geometric pattern:
1/4" (t) cut alumnium pieces mounted to sign faces revealing grid lines. Pieces painted to match **Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.**

C SAIL SHAPES:
1/8" (d) cut & painted sail shapes. (Qty. 3). Sails are overlapped and pin mounted flush to sign face.
Sail shapes are painted to match:

- BM 2B-768 "Atlantis Blue"
- BM 3B-677 "Azure Water"
- BM 1B-374 "Luminaire"

"City of North Bay Village" text is frisket painted in **WHITE SATIN FINISH.**
Fabricator to use artwork provided.

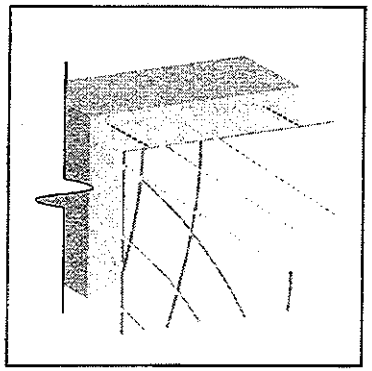
1/4" (d) cut & painted aluminum circle painted to match **Benjamin Moore 1B-1548 "Classic Gray".**
City seal is a 3M vinyl output applied to 1st surface with protective clear coat.
Flush mounted.

D 1" (d) cut aluminum letters. Face & returns painted to match **Matthews Paint 19894 "Stainless Steel Metallic".**

Pin mounted flush to the sign face.

E Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

DETAIL OF DECORATIVE ELEMENT



project
West Drive Park Signage
North Bay Village

tgadesign
Contact: Veronica Martin
vmartin@tgadesign.com

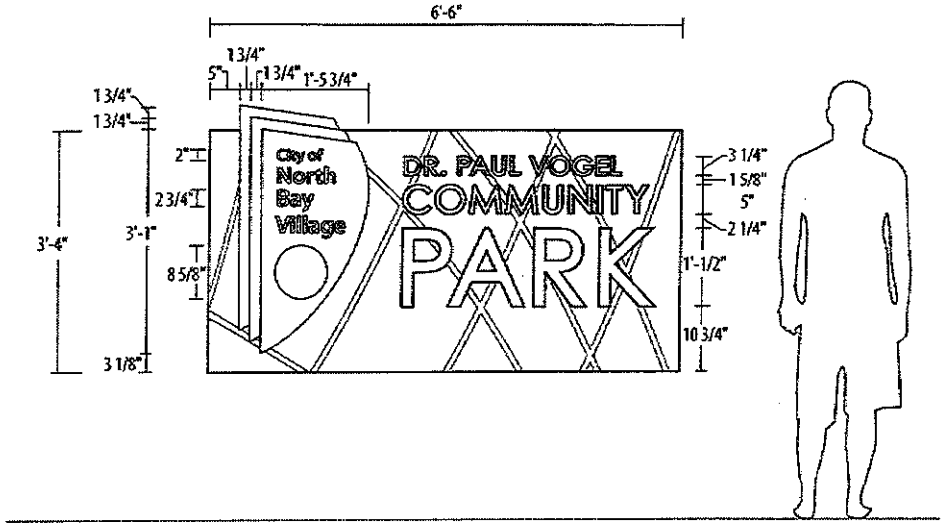
issue / revisions
1. 06.24.10 vlm
2.

description
Main Park Identity Sign

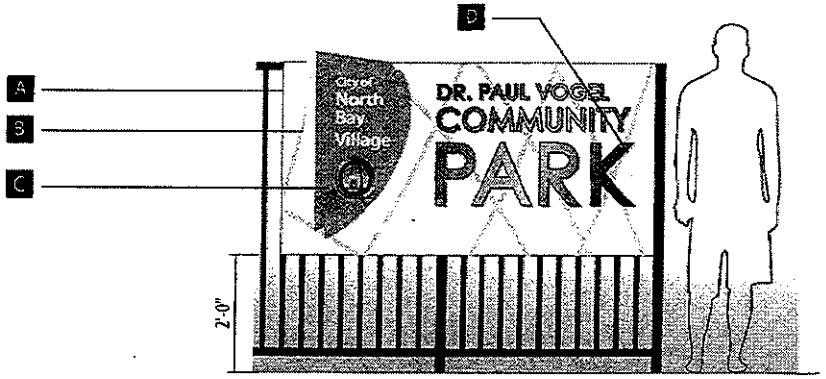
scale
1:20

sign type
1.1

11/11/12



FRONT ELEVATION
Scale: 1:20



PARK SECONDARY (Dock) ENTRANCE ELEVATION
Scale: 1:25

SPECIFICATIONS

A 1/4" (t) aluminum panel. First and second surfaces painted to match Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.

B Decorative Geometric pattern:
1/8" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.

C SAIL SHAPES:
1/8" (d) cut & painted sail shapes. (Qty. 3). Sails are overlapped and pin mounted flush to sign face. Sail shapes are painted to match:

- BM 2B-768 "Atlantis Blue"
- BM 3B-677 "Azure Water"
- BM 1B-374 "Luminaire"

"City of North Bay Village" text is frisket painted in WHITE SATIN FINISH.
Fabricator to use artwork provided.

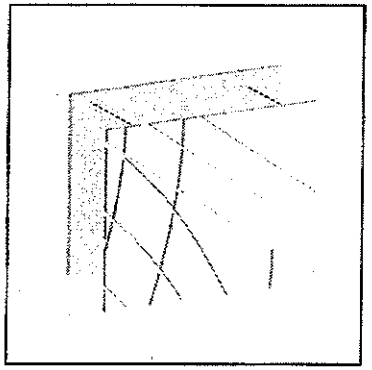
1/8" (d) cut & painted aluminum circle painted to match Benjamin Moore 1B-1548 "Classic Gray".
City seal is a 3M vinyl output applied to 1st surface with protective clear coat.
Flush mounted.

D 1/2" (d) cut aluminum letters. Face & returns painted to match Matthews Paint 19894 "Stainless Steel Metallic".

Pin mounted flush to the sign face.

E Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.

DETAIL OF DECORATIVE ELEMENT



project
West Drive Park Signage
North Bay Village

tgadesign

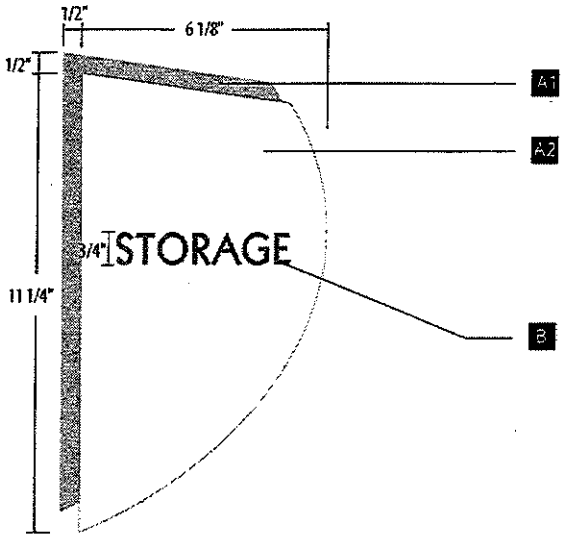
issue / revisions
1. 06.30.10 vlm
2.

description
Park Seondary Identity Sign

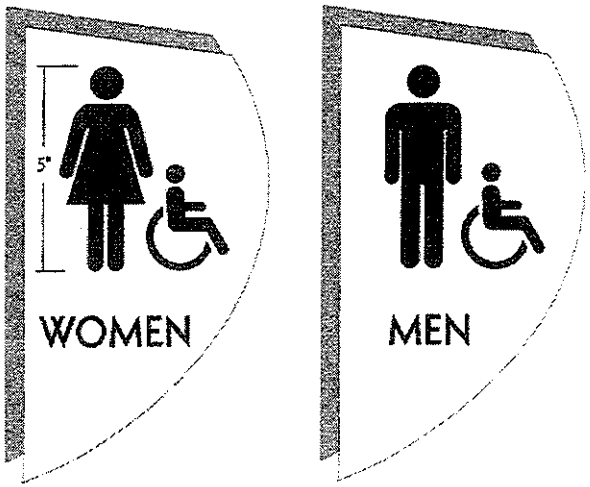
scale
varies

sign type
1.1A

11/M(13)



ST 1.2 ADA SIGN
FRONT ELEVATION



ST 1.3 RESTROOM SIGN
FRONT ELEVATION

SPECIFICATIONS

A 1/8" (d) Exterior grade Jet photopolymer plaque. (Qty: 2)

A1 painted to match **Benjamin Moore 2B-768 "Atlantis Blue".**
A2 painted to match **Benjamin Moore 1B-1612 "Pelican Gray".**

B 1/32" raised letters, symbol & braille dots

Text & Symbols:
Painted to match **Benjamin Moore 3B-1616 "Stormy Sky".**
Font is Kabel Heavy.

Braille dots:
Painted to match photopolymer plaque **A2**

C Adhere to wall surface with silicone and foam tape.

project
West Drive Park Signage
North Bay Village

tgadesign
4045 Ponce De Leon Blvd.
Suite 401
Coral Gables, Florida 33146
www.tgadesign.com
P 305.461.2550
F 305.460.2551
Contact: Veronica Martin
vmartin@tgadesign.com

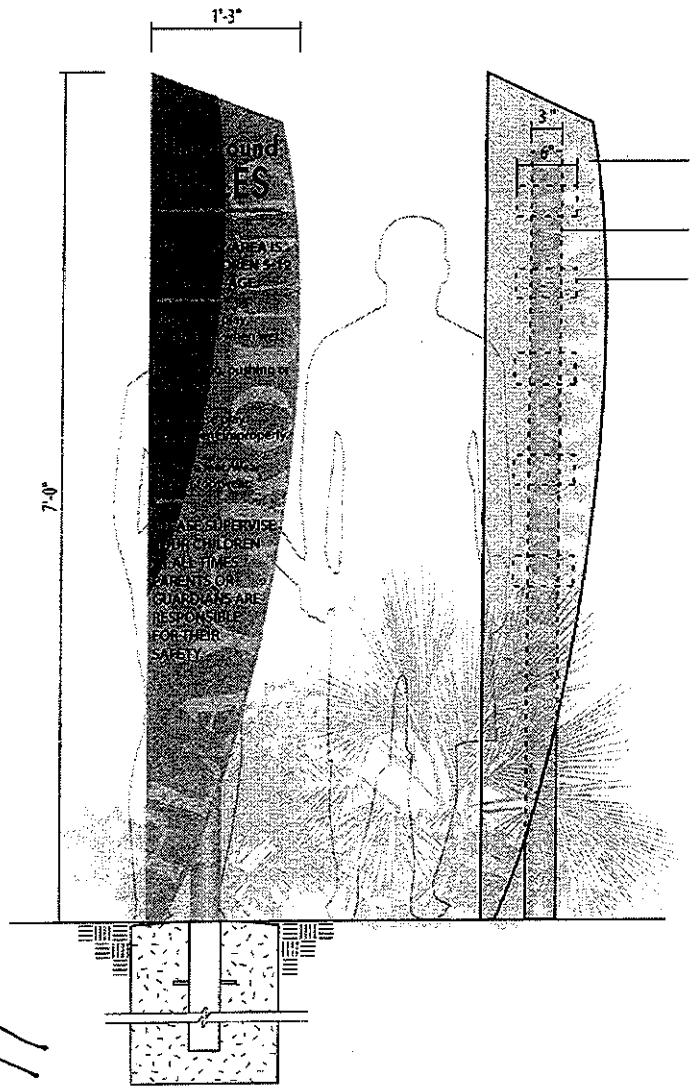
issue / revisions
1. 06.21.10 vlm

description
ADA Sign & Restroom Sign

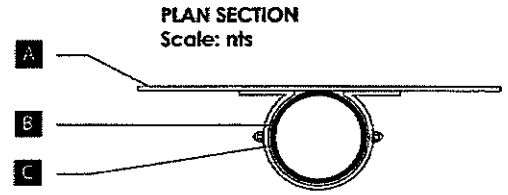
scale
1:3

sign type
1.2/1.3

11M (14)



FRONT ELEVATION
Scale: 1"- 0" = 1'



PLAN SECTION
Scale: nts

SPECIFICATIONS

A 1/8" (d) Aluminum panel
All first surface graphics are frisket painted. See Specs below. Second surface of panel is painted to match Benjamin Moore 3B-677 "Azure Water"

NOTE: Round all corners.

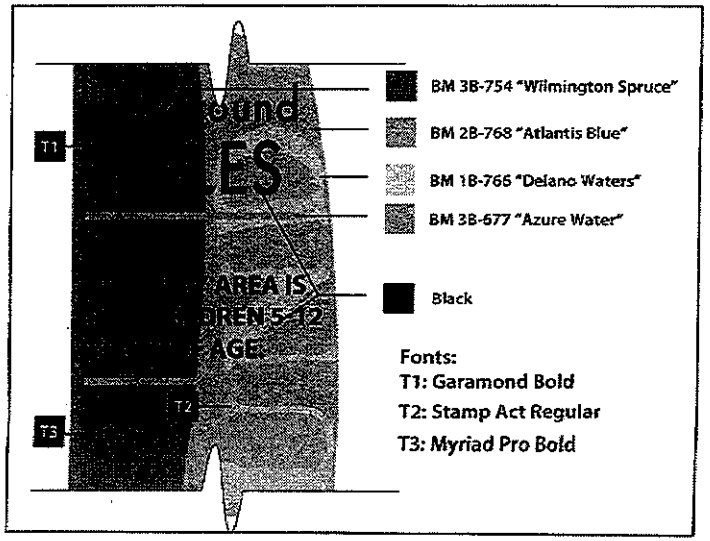
B 3" round aluminum support post painted to match Benjamin Moore 3B-677 "Azure Water"

C 1/8" thk. breakform aluminum attachment brackets (Qty: 5). Painted Benjamin Moore 3B-677 "Azure Water". Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.

D Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

NOTE: TEXT IS PLACEHOLDER
CLIENT TO PROVIDE FINAL TEXT/COPY

COLOR & TYPE SPECS



project
West Drive Park Signage
North Bay Village

tgadesign
Contact: Veronica Martin
vmartin@tgadesign.com

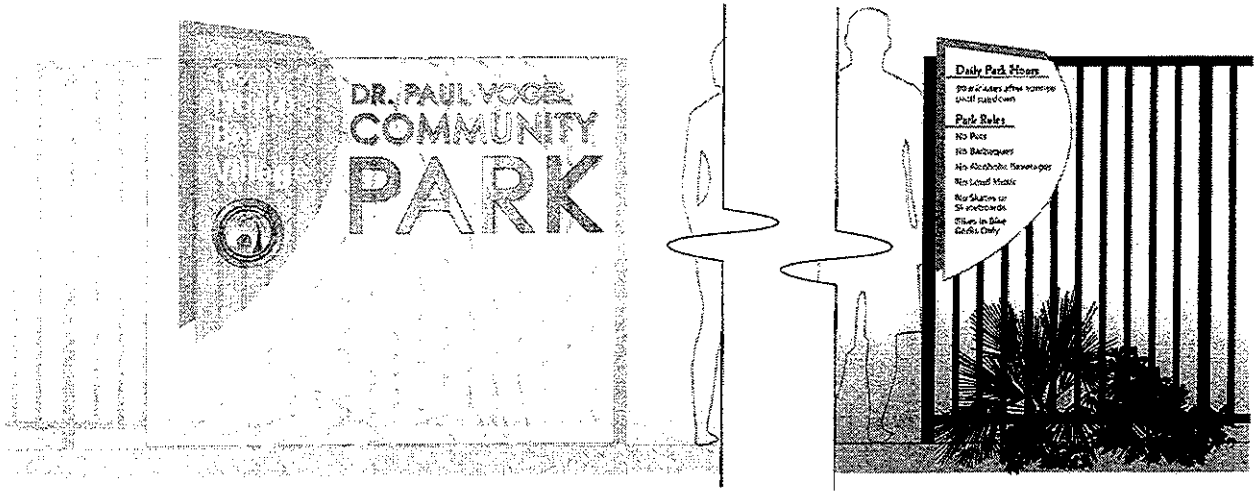
issue / revisions
1. 06.30.10 vlm
2.

description
Playground Rules

scale
varies

sign type
4.3

11M(15)



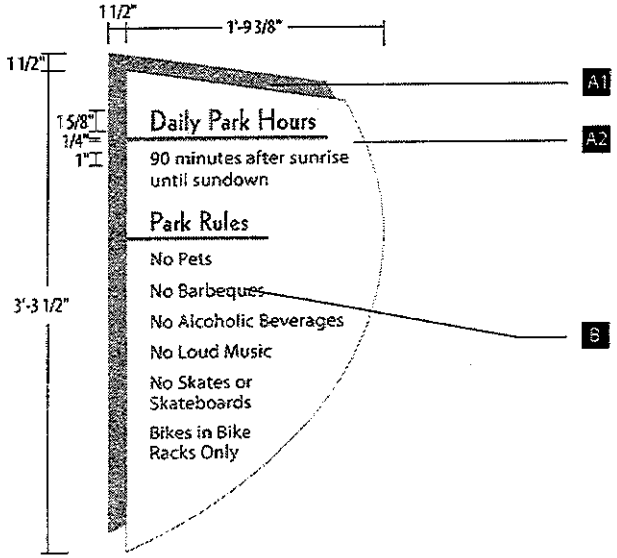
PARK MAIN ENTRANCE ELEVATION
Scale: 1:20

SPECIFICATIONS

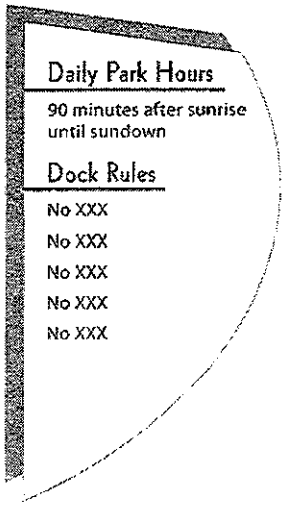
A 1/8" (d) Aluminum panel (Qty: 2)
A1 painted to match **Benjamin Moore 2B-768 "Atlantis Blue".**
A2 painted to match **Benjamin Moore 1B-1612 "Pelican Gray".**
Cut 2 reveals from A2 to allow blue color to show.
Round all corners.

B Frisket Paint Text to match **Benjamin Moore 3B-1616 "Stormy Sky".**
Fabricator to use artwork provided.

C Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.



FRONT ELEVATION - PARK RULES
Scale: 1:10

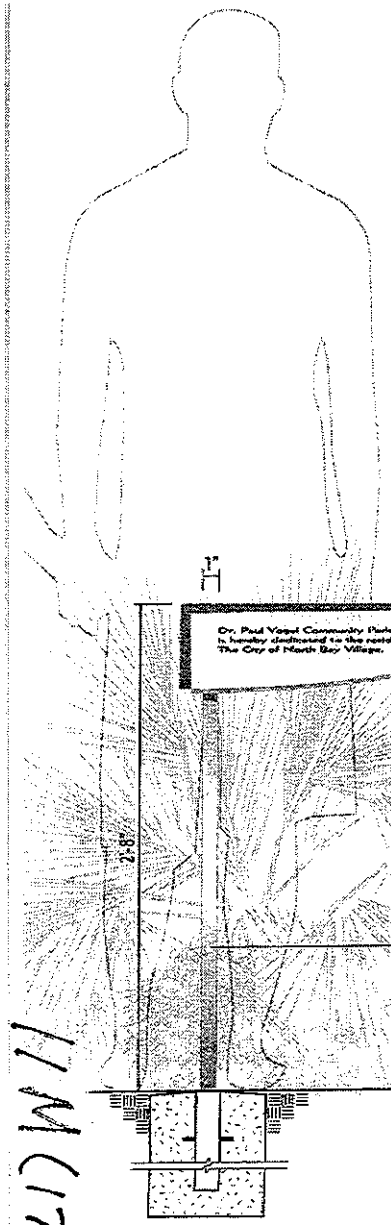


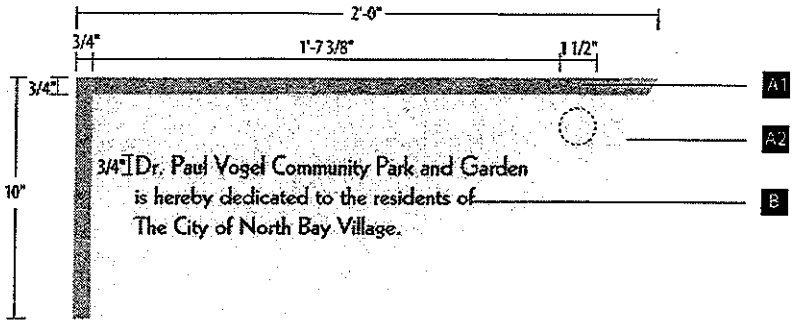
FRONT ELEVATION - PARK RULES
Scale: 1:10

NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY FOR DOCK RULES

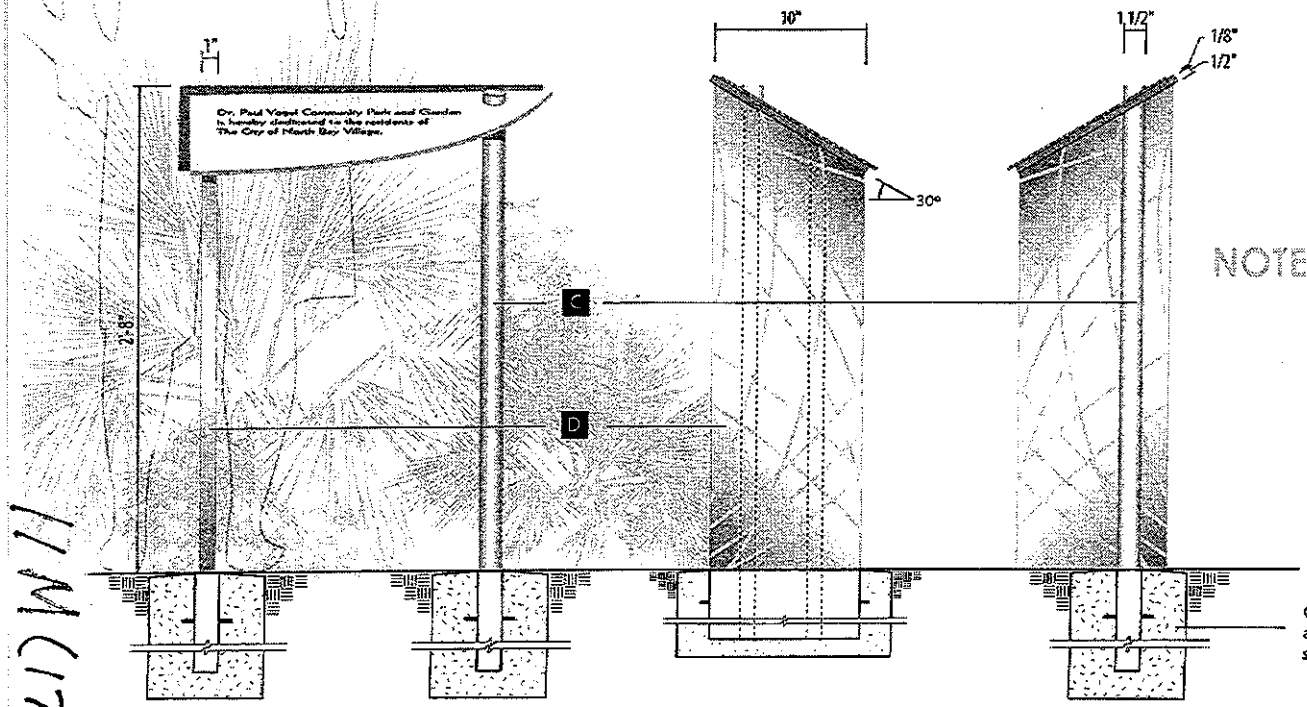
project: West Drive Park Signage North Bay Village	
tgadesign Contact: Veronica Martin vmartin@tgadesign.com	issue / revisions 1. 06.21.10 vlm 2. 06.30.10 vlm
	description Park / Dock Rules
scale varies	sign type 4.4

11M(16)





DETAIL OF SIGN FACE
Scale:1:5



FRONT ELEVATION
Scale: 1"- 1/2" = 1'

LEFT SIDE VIEW
Scale: 1"- 1/2" = 1'

RIGHT SIDE VIEW
Scale: 1"- 1/2" = 1'

SPECIFICATIONS

A **A1:** 1/2" (d) Aluminum mounting plate painted to match Benjamin Moore 2B-768 "Atlantis Blue".
A2: 1/8" (d) Aluminum sign plate painted to match Benjamin Moore 1B-1612 "Pelican Gray". Attach A2 to A1 using non-visible fasteners.

NOTE: Round all corners. Panels are set on a 30° angel.

B Frisket Paint Text, on sign plate, to match Benjamin Moore 3B-1616 "Stormy Sky".
Font is Kabel Heavy

C 1 1/2" round aluminum support post painted to match MP 23302 Posate Silver Metallic LRV 52.3.
*Post welded to mounting plate A1. Decorative cap welded on top of sign plate A2 to give the illusion that the post is piercing the panels. Cap also painted to match MP 23302 Posate Silver Metallic LRV 52.3.

D 1" (d) aluminum pan structure, 2 interior vertical supports. Use cross bracing as needed. 1/8" Aluminum skin painted to match MP 23302 Posate Silver Metallic LRV 52.3.
Frisket paint geometric pattern ON BOTH SIDES to match Benjamin Moore 1B-1613 "Silent Night" in a SATIN FINISH.
*Pan structure welded to mounting plate A1

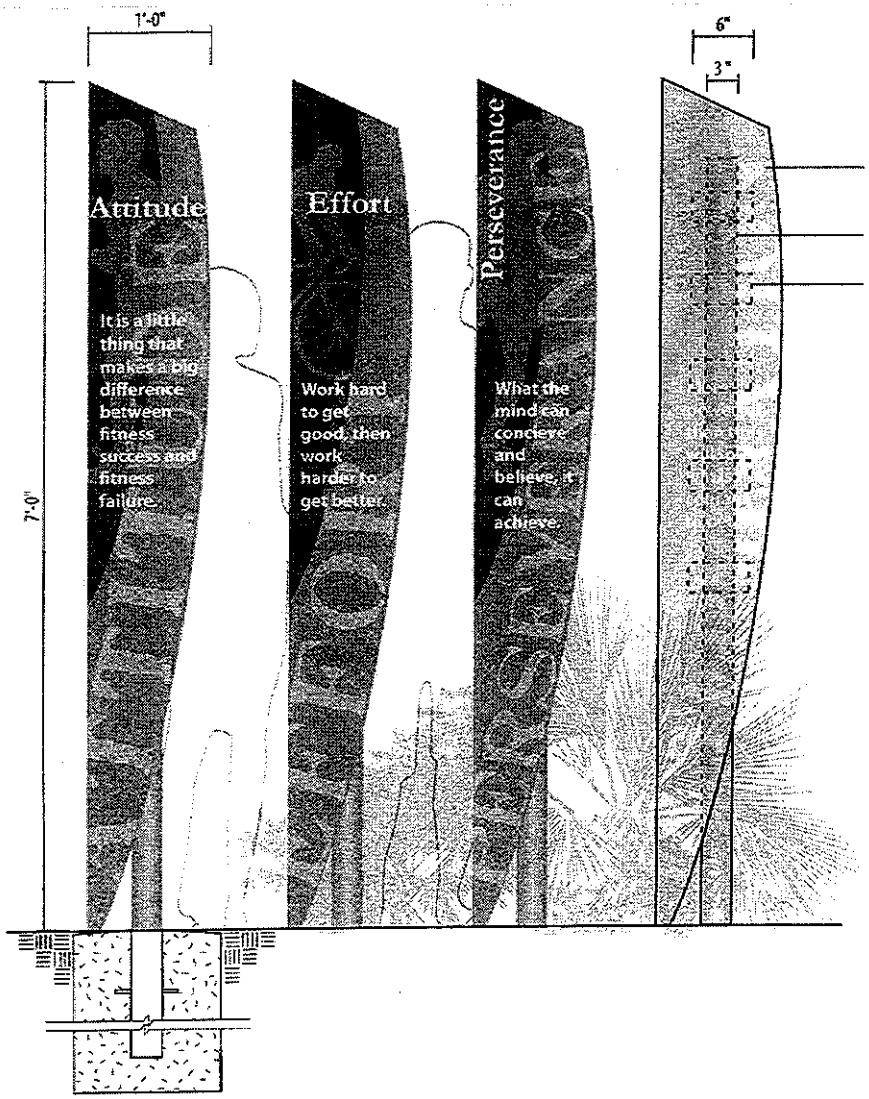
NOTE: FABRICATOR TO GRIND, SMOOTH & PAINT ALL WELDS.

E Concrete footers as necessary for stability of sign.

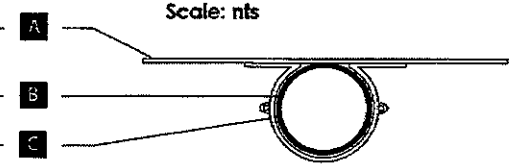
NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY

11 M (17)

project West Drive Park Signage North Bay Village	
tgadesign Contact: Veronica Martin vmartin@tgadesign.com	issue / revisions 1. 06.21.10 vlm 2.
	description Interpretive Signs/ Dedication Sign
scale varies	sign type 4.2/4.5



FRONT ELEVATION
Scale: 1" - 0" = 1'



PLAN SECTION
Scale: nts

SPECIFICATIONS

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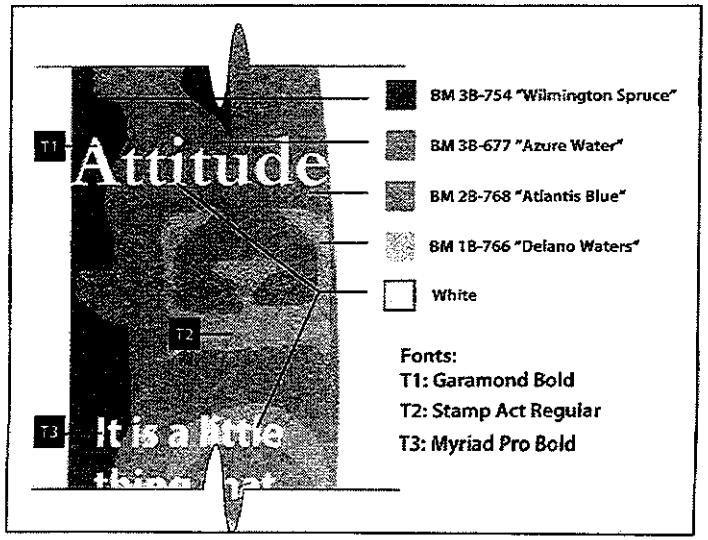
D Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

NOTE: TEXT IS PLACEHOLDER
CLIENT TO PROVIDE FINAL TEXT/COPY

COLOR & TYPE SPECS



project
West Drive Park Signage
North Bay Village

tgadesign

issue / revisions
1. 06.22.10 vlm
2.

description
Fitness Motivational Sign

scale
varies

sign type
4.1

11MU8

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: Recommendation of Rank Order of Proposers for Landscape Maintenance Services

---

RECOMMENDATION:

It is recommended that the City Commission approve the attached Resolution accepting the recommendation of the City Manager of SMF Services, Inc. as the most qualified proposer for providing landscape maintenance services in response to RFP #2012-01; and, authorizing the City Manager to negotiate an agreement for services with SFM Services, Inc. based upon its proposal submission dated August 17, 2012. After negotiations, a final proposed agreement will be presented to Commission for consideration in October.

BACKGROUND:

The City Manager issued a Request for Proposals (RFP No. 2012-01) for landscape maintenance services for the City with a due date for proposal submissions on August 17, 2012.

/IN (1)

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

All references were satisfactory.

The Bid Bond was confirmed to be valid.

BUDGETARY IMPACT:

The cost for the first three years is $267,413. Cost for optional years 4 and 5 is $93,630 per year.

PERSONNEL IMPACT:

None

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Public Works Director

11.N(3)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND AWARDING RFP NO. NBV 2012-01 FOR LANDSAPE 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; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DK:yph

11N(3)A

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, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND AWARDING RFP NO. NBV 2012-01 FOR LANDSAPE 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; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY CITY MANAGER DENNIS KELLY)***

WHEREAS, on July 12, 2012, the City of North Bay Village (the "City") issued RFP No. 2012-01 for landscape maintenance services; and

WHEREAS, on August 17, 2012, the City publicly opened and received three (3) Request for Proposals (RFP's), which were deemed responsive by an Evaluation Committee, consisting of the Public Works Director, Finance Director, Building Official, Code Enforcement Officer and Jorge Puig, Landscape Architect, and Community Enhancement Board Member Penelope Friedland; and

WHEREAS, the Evaluation Committee reviewed the bids and ranked the bids as follows: #1-SFM Services, Inc., #2-General Mow, and #3-Orchidman Landscape Artisans Corp; and

WHEREAS, after reviewing all RFP's submitted to the City and the recommendation of the Evaluation Committee, the City Manager recommends the selection of SFM Services, Inc.

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

11N(3)B

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

Section 2. **Selection of Most Qualified Proposer.** The City finds that SFM Services, Inc. is the most qualified proposer to perform landscape maintenance services for the City of North Bay Village.

Section 3. **Authorization of City Officials.** The City Manager is directed to negotiate the terms and conditions of an agreement with SFM Services, Inc., for landscape maintenance services to the City consistent with the requirements of RFP NO. NBV 2012-01, substantially in the form attached as Exhibit "1", subject to the approval as to form and legality by the City Attorney, and present the negotiated agreement for review and consideration by the City Commission.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this ___ day of _____, 2012.

_____

Connie Leon-Kreps, Mayor HN (3) C

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: SFM Services, Inc. –Landscape Maintenance Services

11N (3)D

89.83 7/6 | 70.5 0/6 | 92.33 4/6 8-24-2012

11 N (4)

DESCRIPTION	UNIT	GENERAL MOW PRICE INSTALLED	ORCHIDMAN PRICE INSTALLED	SFM SERVICES PRICE INSTALLED
BERMUDA GRASS - 419 SOD	PALLET	245	380	490
SEASHORE PASPALUM SOD	PALLET	245	385	490
SAINT AUGUSTINE SOD	PALLET	179	295	250
ZOYSIAGRASS SOD	PALLET	245	350	490
BAHIA GRASS SOD	PALLET	145	185	137
SEASONAL COLOR	EACH	3.3	3	2.25
CYPRESS MULCH	CUBIC YARD	42	52.12	35
		ADD 35% TO ALL OF BELOW FOR DELIVERY & LABOR		ADD $24 PER HOUR FOR INSTALATION OF BELOW LISTED
FLOWERING PLANTS	3 GALLONS	3.5 TO 6.75		
SMALL SHRUBS	3 GALLONS	3.5 TO 15.75		
LARGE SHRUBS	6 GALLONS	17 TO 25		
ANNUALS	14 INCHES	1.90 TO 3.25		
PERENIALS	3 GALLONS	4.25 TO 11.75		
BUSH ALLMANDA	3 GALLON			5
GLORY FLOWER	3 GALLON			5
IMPERIAL BLUE	3 GALLON			5
INDIAN HAWTHORN	3 GALLON			5

SAM	98	70	92
George	92	87	93
RICHARD	78	74	92
MAURICE	98	35	80
PENELOPE	79	65	98
BERT	94	92	99
TOTAL	539	423	554

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: General M O

Committee Member: Sam

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	24
Experience	30	30
Methodology/Approach to Providing Services	10	9
Proposed Pricing	35	35

Total Score: 98

Comments: -Current contractor for
-Included all requested Items.
- Emergency hourly rate is much lower than SFM

Signature of Committee Member:

11N(5)

Orchidman:

Bid Bond Expires on: 60 days x it can be extended after (60 days)

Amount Verified: $ 15,000

License Current: yes

SFM Services, Inc.:

Bid Bond Expires on: NO expiration date

Amount Verified: $ 15,000

License Current: ~~yes~~ NO / yes

General Mow:

Bid Bond Expires on: NO expiration date

Amount Verified: $ 15,000

License Current: yes

1/N(6)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: SFM

Committee Member: Sacy

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	25
Experience	30	27
Methodology/Approach to Providing Services	10	8
Proposed Pricing	35	32

Total Score: 92

Comments: Large Company.

Signature of Committee Member:

11N(7)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: Ochsman

Committee Member: Sony Z

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	10
Experience	30	25
Methodology/Approach to Providing Services	10	10-5=5
Proposed Pricing	35	30 (separate cost)

Total Score: 70

Comments:
- Did Not include CD.
- " " " Emergency services cost.
- New company.

Signature of Committee Member:

11N(8)

Sam Zamacona

8/24/12

Orchid Man

✓ -1 Orchidman did not include electronic form. CD Rom

-2.

✓ -3 Did not include Emergency Services

* Section R.1. Emergency Serv. modify to be on site within 2 hrs.

-4 Orchid man will have a sub irrigation.

-2008 started.

-did not include Litigation History
- " " " Criminal conviction

5C left msg to Jose Perez @ 445 pm. 8/20/12

Turnpike 200ST ~~23~~
Right 16 Ave
Left 232ST
Right

17400 SW 232 ST
Redlands ~~Miami~~ FL. 33170 11N(9)

General MO

- ~~No Bid Bond.~~
- " Insurance Cert.
- " Methodology / Approach to Providing Service.

- In emergency - leasing of Emergency Vehicles must be ~~set~~ included.

- Include price sheet for causeway plantings including maint. & Installs watering for one month. compare w/ Valleycoat.

☆ → Pg. 14
Sec. 8. Any trees damaged by "UNDER" over-fertilization or by as per their recommended Maintenance schedule ... shall be replaced.

11N(19

~~[illegible]~~

2 - Panino Caprese w/ House Salad.

- Maurice.

- Tilapia Picante w/ salad.

- Ravioli w/ salad.

- House Salad NO Cheese

- Tilapia w/ Fagioli

- Napolitano w/ Fagioli

11N(11)

SFM

- No Litigation History
- " Criminal convictions

- Form 8 Independence Affidavit,

☆ Form 8. Ind. Affidavit.

2.(a) I have not had any relationships.

Left Msg 4:56 pm
305 818 2424 ext. 17

11N(12)

Sam Zamacona

267,413 - SFM
- 261,348 - G.M

$ 2.32%

261,348.0
243,027.6

18 320.4

$ 7.54%

11N(13)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: SFM

Committee Member: George Puig

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	25
Experience	30	29
Methodology/Approach to Providing Services	10	6
Proposed Pricing	35	33

Total Score: 93

Comments:
not experience
Good emergency services/storm services
methodology not clearly explained
long term experience w/ other cities
very good list of equipment
well established company

Signature of Committee Member: [signature]

11N(14)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: General Mow

Committee Member: George Ruiz

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	22
Experience	30	30
Methodology/Approach to Providing Services	10	6
Proposed Pricing	35	34

Total Score: 92

Comments:
direct City of NBV experience
methodology not clearly explained
good list of experience

Signature of Committee Member:

11 N(15)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: Orchidman

Committee Member: George Puig

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	19
Experience	30	25
Methodology/Approach to Providing Services	10	8
Proposed Pricing	35	35

Total Score: 87

Comments:
two subconsultants - irrigation, Fertilization & pest disease. Experience & references for subs not clearly explained
missing information in submittal.
mistakes in pricing calculation

Signature of Committee Member: [signature]

11N(16)

11N(17)

DESCRIPTION	UNIT	GENERAL MOW PRICE INSTALLED	ORCHIDMAN PRICE INSTALLED	SFM SERVICES PRICE INSTALLED
BERMUDA GRASS - 419 SOD	PALLET	245	380	490
SEASHORE PASPALUM SOD	PALLET	245	385	490
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		ADD 35% TO ALL OF BELOW FOR DELIVERY & LABOR		ADD $24 PER HOUR FOR INSTALATION OF BELOW LISTED
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ANNUALS	14 INCHES	1.90 TO 3.25		
PERENIALS	3 GALLONS	4.25 TO 11.75		
BUSH ALLMANDA	3 GALLON			5
GLORY FLOWER	3 GALLON			5
IMPERIAL BLUE	3 GALLON			5
INDIAN HAWTHORN	3 GALLON			5

92 87 93

George Puig

8/24/12.

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: SPM

Committee Member: BERT WRAINS

Date: 8-24-2012

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	24
Experience	30	30
Methodology/Approach to Providing Services	10	10
Proposed Pricing	35	35

Total Score: 99

Comments:
I FELT THEIR SERVICE IN OTHER CITIES WAS BETTER + LONGER (YEARS) THEIR LIST OF EQUIPMENTS WAS BETTER WHICH WOULD ALLOW QUICKER + BETTER QUALITY OF SVC. PRICE WAS VERY GOOD + THE ADDITION PRICE FOR SOD + SHRUBS SHOULD BE NEGOIATED

Signature of Committee Member:

11N(18)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: GENERAL MOW

Committee Member: BERT WRAINS

Date: 8-24-2012

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	23
Experience	30	28
Methodology/Approach to Providing Services	10	~~10~~ 8
Proposed Pricing	35	35

Total Score: ~~96~~ 94

Comments: LOW AMOUNT OF VEHICLES LISTED. THIS MAY AFFECT THEIR RESPONSE & QUALITY
NO EXPLANATION OF THEIR METHODOLOGY IN PROPOSAL
THIS MAKES IT HARD TO MONITOR/VERIFY
RECOMMEND ALL SOD + SHRUBS PRICES BE NEGOTIATED

Signature of Committee Member:

11N(19)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: ORCHIDMAN

Committee Member: BERT WRAINS
Date: 8-24-2012

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	22
Experience	30	27
Methodology/Approach to Providing Services	10	10
Proposed Pricing	35	33

Total Score: 92

Comments: THEIR ~~ADE~~ PROPOSAL ON PRICE WAS NOT CORRECT BUT THE 3 YEAR PRICE WAS GOOD
PAST EXP WAS ON SOME CITIES THAT REQUIRE LESS QUALITY SERVICE THAN NBV
~~Some~~ NO PRICES ON ITEMS OUT SIDE OF BID

Signature of Committee Member: [signature]

11N(20)

GM - 261,398
94,164
94,164
449,676

89.83

OM ~ 243,027
85,000
85,000
413,000

70.5

SFM - 267,413
93,630
93,630
454,673

92.33

8-24-12

BENT WRAING

11N(21)

1

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: S7M Services

Committee Member: Penelope Friedland

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	25
Experience	30	30
Methodology/Approach to Providing Services	10	10
Proposed Pricing	35	33

Total Score: 98

Comments:

- Very well qualified in technical + expertize in industry
- Very experienced company - long-standing contracts with municipalities
- Good Approach to providing Services
- Highest bid in pricing of 3 bids but relatively small differential in all 3 in terms of pricing.

Signature of Committee Member: Penelope Friedland

11.N(22)

(2)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: General Mow

Committee Member: Penelope Friedland
Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	20
Experience	30	20
Methodology/Approach to Providing Services	10	5
Proposed Pricing	35	34

Total Score: 79

Comments:

- Formerly Groundskeeper but some new officers
- Groundskeeper lengthy experience.
- No methodology included in bid
- Well-priced in middle of 3 bids - all v. similarly priced

Signature of Committee Member: P Friedland

11N(23)

3

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: Orchid Man

Committee Member: Penelope Friedland
Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	15
Experience	30	10
Methodology/Approach to Providing Services	10	6
Proposed Pricing	35	34

Total Score: 65

Comments:

Least experience of 3 bids

Lowest bid in pricing of 3 bids but some pricing not disclosed - therefore variable

Signature of Committee Member: Penelope Friedland

11.N(24)

Penelope Freeland 8/24/12

OM	SFM	Gen Mon
15	25	20
10	30	20
6	10	5
34	33	34
65	98	79

GM	OM	SFM	
94	92	99	Bert
79	65	98	Penelope
98	35	80	Maurice
78	74	92	Richard
92	87	93	George
98	70	92	Sam
2 bids	0 bids	4 bids	
539	423	554	
÷ 6	÷ 6	÷ 6	
89.83	70.5	92.33	Average

11N(25)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: SFM

Committee Member: Richard Annese
Date: 8-24-12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	22
Experience	30	28
Methodology/Approach to Providing Services	10	10
Proposed Pricing	35	32

Total Score: 92

Comments:
Depth of Service
- Hurricane exper. & responsiveness
- Company has own Nursery
- In cities for longer periods of Time

Signature of Committee Member: [signature]

11N(26)

2

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: General MOW

Committee Member: Richard Annese

Date: 8-24-12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	20
Experience	30	20
Methodology/Approach to Providing Services	10	8
Proposed Pricing	35	30

Total Score: 78

Comments:
- No methodology
- No criminal conviction response
- who are the key principles in company

Signature of Committee Member: [signature]

11N(27)

3

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: Orchid Man

Committee Member: Richard Annese
Date: 8-24-12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	20
Experience	30	12
Methodology/Approach to Providing Services	10	8
Proposed Pricing	35	34

Total Score: 74

Comments:
No Electronic Submitted
No Litigation History
No Equipment (5)
~~[illegible]~~

Signature of Committee Member: [signature]

11N(28)

Richard Annes

8-24-10

Orchid Man
- No Electronic submitted
- No Litigation History
- Subcontractors - Fertilizer Pest - Spin Klerksmann
- Insurer Reyn OK
- Criminal Conviction No
- Pricing Sheet No complete
  - No cost for Em. Service
- Cost for yr. 4-5 Excessive
- New Business. 2008
- Equipment list Missing

General MOW

Andrew Gonzalez contact

1		
2	9	16.
3	10	
4	11	
5	12	
6	13	
7	14	
8	15	

- ~~No~~ Bid Bond - Separately
- No Insurance Certificate
- Chap 13. No methodology
- No Criminal Conviction
- ~~Certification of Accuracy~~
- Need to establish key players
- Scope of Contracts w/o

11N(29)

Richard Annese 8-29-12

SFM

- ~~No Insurance form~~
- Contractor for Irrigation.
- ~~E~~ No litigation history
- No Criminal Convictions
- Missing Form 8 2(b) & 2(a)
  do they have relations with city.

Bond 3 -
References -

11N(30)

1

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: GENERAL MOW

Committee Member: Maurice Murray
Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	25
Experience	30	30
Methodology/Approach to Providing Services	10	8
Proposed Pricing	35	35

Total Score: 98

Comments:
no criminal history or litigation history
only 2 - F150 plup trucks
no prices on trees.

Signature of Committee Member:

11N(31)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: ORchidMAN

Committee Member: Maurice [illegible]

Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	15
Experience	30	10
Methodology/Approach to Providing Services	10	5
Proposed Pricing	35	5

Total Score: 35

Comments:

NO CD Rom –
Did not follow directions for Submission (chapter format)
4th & 5th year quote very excessive
Sod prices a bit high
Separate sprinkler company
Equipment list missing

Signature of Committee Member: [signature]

11N(33)

EVALUATION MATRIX
RFP NO. NBV 2012-01

Company: S.F.M. SERVICES

Committee Member: MAURICE MURPHY
Date: 8/24/12

EVALUATION CRITERIA	VALUE (MAXIMUM POSSIBLE SCORE)	SCORE
Technical Expertise/Qualifications in the industry	25	25
Experience	30	30
Methodology/Approach to Providing Services	10	5
Proposed Pricing	35	20

Total Score: 80

Comments:
founded 1987 — 450 employees.
12 year history with municipalities.
No litigation or criminal History
No Equipment list
Sod prices are very high
Bid prices a bit high.

Signature of Committee Member:

11N(32)

R/W

GENERAL JOW

* Did Not follow required format ie: chapters,
* ~~No Bid Bond~~
* NO insurance certificates.
* NO criminal History
* NO Litigation
* Emergency trucks are only 2 x F-150 pick ups
* question on Principals of Company & who is their representative to the city.
* page 60 Suggest Remove $19.99 & use see attached page 61.
* Detail prices of items on page 61. and add 1 gallon plants.

? * Why NO prices on tree deliveries & plantings.
* What is the Scope of services provided in other cities.

References: ① good ② Excellent ③ ——

J. Murray
8/24/12

11.N(34)

R/W
orchidman

No/ CD ROM.

No/ Emergency Services quote are additional.

~~No~~ Emergency Services - phone call returned in 2 hours - no mention of response time

* Costs for years 4 & 5 are excessive

* sprinkler company is seperate

* Litigation list missing, should be ch 7

* criminal convictions missing

* Required Format for chapters was not followed.

* Equipment list missing

References: (1) pine crest good (2) penbrokepines good (3) Golden Beach excellent.

M. Murray
8/24/12
11N(35)

R/W

S.F.M. SERVICES INC

450 Employees. / founded 1984 /

- Coral Gables since 2000, FDOT, 2005 Doral 2006, Miramar 2008.
- Did not include litigation history, No criminal record.
- Did not detail Equipment list just gave overview.

References: ① Coral Gables (8 years) good ② Homestead (3 years) good

M. Murray
8/24/12

1IN(36)

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: August 17, 2012

TO: Dennis Kelly
City Manager

FROM: Yvonne P. Hamilton
City Clerk

SUBJECT: Request for Proposals for Landscape Maintenance Services - (RFP No. 2012-01)

Today, Friday, August 17, 2012 at approximately 3:00 p.m., Marie Armand, Records Management Clerk and I conducted the scheduled opening of the proposals received for Landscape Maintenance Services for the City of North Bay Village. Three (3) sealed proposals were timely received and opened in the City Commission Chambers. No representatives of the companies were present, nor was there an audience.

1. Orchidman Landscape Artisans, Corp.
   3001 Ponce De Leon Blvd., Ste. 200
   Coral Gables, FL 33134
   (305) 448-2225

2. General Mow
   255 University Drive
   Coral Gables, FL 33134
   (305) 665-1250

3. SFM Services, Inc.
   9700 N.W. 79th Avenue
   Miami, FL 33016

/yph

Attachments

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
ADDENDUM NO. 2

Issued: August 13, 2012

Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01

Notice to all proposers:

Issued by: City of North Bay Village

The deadline for submittal of the RFP has been extended.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 17, 2012 no later than 3:00 p.m. local time at which time they will be publicly opened.

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH RFP RESPONSE

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

11N(38)

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
ADDENDUM NO. 1

Issued: August 10, 2012

Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01

Notice to all proposers:

1) Is Bermuda Grass installed.
   Not currently installed.

2) Total Timers and rain sensors?
   Timers = 12
   Sensors = 2

3) Number of mowing cuts?
   Every two weeks = 26 cuts per year.

4) Prefabricated bathroom and storage for Dr. Vogel Park is attached (2 6 12 Dr Paul Vogel FP.pdf).

   Two pic-nick shelters to be added at Dr. Vogel Park is attached (2-Post_Hipped_Mini_04.jpg). 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating. Frame: Regal White Metal Roof: Regal Blue. Picture of existing shelter is also attached for color reference of the two picnic shelters (ExistingShelter.jpg).

5) Total approximate measurements of Type F curb and gutter, sidewalk, concrete crosswalks, brick pavers attached in spreadsheet RFPMeasurements.pdf

6) Existing Landscape Contract amount: $80,000.

7) Color Exhibits attached (EXHIBITS_in_Color.pdf).

8) Right-of-Way boundaries for North Bay/Harbor Island attached (RW_North_Bay_Harbor_Island.pdf).

9) Plantings used at the new Causeway Beautification Project in North Bay and Harbor Island see attachment in 11x17 paper size (CausewayPlantings.pdf).

10) There is no irrigation on:
Harbor Island bulb outs
The Causeway ceramic pots along the flat bridge between North Bay Island and Treasure Island
The Treasure Island bulb outs.

11) On Page 48, Paragraph 4.4.6 Financial Stability, would it be appropriate to include a balance sheet or financial statements as opposed to a statement not to exceed one page in length?

Yes.

Issued by: City of North Bay Village

PROOF OF RECEIPT

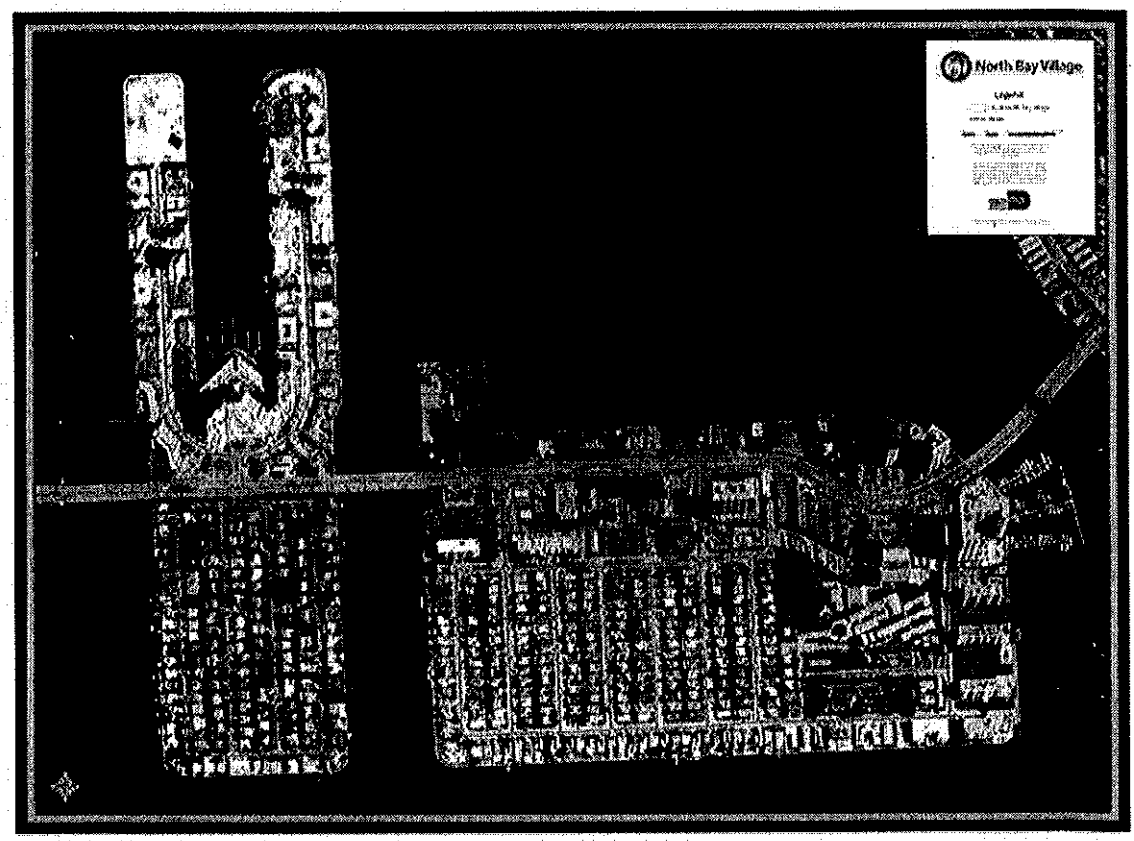
Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH RFP RESPONSE

City of North Bay Village, Florida

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE

RFP NO. NBV 2012-01



SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CLERK,
1700 KENNEDY CAUSEWAY, SUITE 132, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE AUGUST 15, 2012

11N(41)

City of North Bay Village, Florida
Request for Proposals No. NBV 2012-01

Table of Contents

Section 1 Request for Proposals Notice 3

Section 2 Detailed Specifications 4

Section 3 General Conditions 40

Section 4 Proposal Process 46

Section 5 Cone of Silence 55

Section 6 Qualification Forms 58

Section 7 Contract 76

11N(42)

SECTION 1 - REQUEST FOR PROPOSAL NOTICE

CITY OF NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE
RFP NO. NBV 2012-01

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting proposals from qualified companies to perform landscape maintenance of public lands/right-of-ways of the City of North Bay Village, Florida.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Bid Package may be obtained at the City Administrative Offices, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 15, 2012 no later than 2:00 p.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

A Mandatory Pre-proposal Meeting will be held at 10:00 a.m. on August 1, 2012 at 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this bid at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

11N(43)

SECTION 2 – DETAILED SPECIFICATIONS

1. **Scope of Services** The City of North Bay Village, Florida (the "City") shall have a representative (the "City's Representative"), and, unless otherwise specified, the City's Representative shall be the primary contact for the City under the Contract. The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, materials, services, and all other necessary incidentals required to perform complete landscape maintenance of the City's parks and public lands/right-of-ways of the City of North Bay Village (hereinafter called the "Work"), as detailed in this Section 2. Specifically, this contract addresses the following facilities: Dr. Paul Vogel Park (7920 West Dr, Exhibit "1"), Phillip J. Schonberger Park and Public Works Yard (1851 Galleon St, Exhibit "2"), 79th Street Causeway, Municipal Parking Lot (located between 1735 North Treasure Drive and 7557 Mutiny Avenue, Exhibit 3), Municipal Complex Lot (7903 East Drive, Exhibit "4"), all public right of way in North Bay Island, all public right of way in Treasure Island, all public right of way in Harbor Island and those public lands adjacent to the City for which the City has contractual maintenance obligations under existing agreements as specified in Exhibit 5, and as further described in these Detailed Specifications. Dr. Paul Vogel Park and Phillip J. Schonberger Park together are called "Parks". The term "Sidewalk" or "Sidewalks" shall include all public sidewalks in the City, unless otherwise specified. The term "Curb and Gutters" shall include all public curb and gutters in the City, unless otherwise specified.

A. **Management**

1. The Contractor shall designate a "City Maintenance Manager" who shall be responsible for all the Work to be performed by the Contractor under the Contract.

2. The Contractor, at a minimum, must be a member, in good standing, of one of the following organizations (related affiliations may be acceptable):

   a. Florida Nurserymen & Growers Association (FNGA)

   b. Florida Sod Growers Association (FSGA)

   c. Tree Care Industry Association (TCIA)

   d. International Society of Arboriculture (ISA)

   e. Professional Lawncare Network (PLANET)

3. The City Maintenance Manager shall serve as the point of contact between the Contractor and the City.

11N(44)

4. The City Maintenance Manager shall be reachable seven (7) days per week, twenty-four hours a day.

5. The City Maintenance Manager must provide an overall annual maintenance schedule and monthly detailed maintenance schedules to the City in writing within thirty (30) days of the execution of the Contract. All maintenance schedules must be approved by the City.

6. The City Maintenance Manager shall meet with the City's Representative on a weekly basis, at a mutually determined schedule, to discuss City-related matters, Work requests received and completed, and any Contract issues.

7. The City Maintenance Manager or any Contractor employee shall submit incident report forms, attached as Exhibit "6", when any noteworthy event occurs at the City, including but not limited to injuries, trespassing, equipment or other significant event.

8. The City Maintenance Manager must have current certifications as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) and/or hold similar current certifications and designations applicable to his or her duties.

9. The City Maintenance Manager must have a minimum of three (3) to five (5) years of Municipal landscape maintenance management experience and supervision. This includes knowledge of fertilization, irrigation, pest management, weed control, landscaping and horticulture. A CPCO, Certified Pest Control Operator license is preferable.

10. The Contractor must provide to the City a copy of the selected City Maintenance Manager's qualifications in writing. The selection of the City Maintenance Manager must be approved by the City's Representative.

11. Access control responsibilities for the City's parks are defined as follows: Two (2) copies of all required keys or code for combination locks will be furnished to the Contractor. Additional keys will be at the expense of the Contractor. Lost/stolen/misplaced keys will result in change of lock/key at the Contractor's expense. In the event the City switches keys or combinations, the City will provide two (2) copies of all required keys or code for combination locks.

B. Staffing

1. The Contractor shall provide a sufficient number of staff to complete the maintenance and support duties at the City as outlined below.

11N(45)

2. Any replacements in staff must be made within five business (5) days. No gaps in coverage will be tolerated.

3. The On-site Supervisor must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.

4. Staff must be clean, groomed and in uniform while in the City.

5. Staff shall not smoke in the Parks, drugs and alcohol, or their use, is not permitted on City Property nor are personnel allowed on property while under the influence of such substances. Firearms or other weapons are strictly forbidden. Fighting or loud, disruptive behavior is not permitted.

6. The Contractor staff shall wear a uniform that meets the City's approval.

7. Staff shall not wear a City approved uniform or display City decals on the Contractor's vehicles to conduct non-City related business or personal matters while inside or outside the City's limits.

8. Staff training in Cardio Pulmonary Resuscitation (CPR) and/or Basic Life Support (BLS) is preferable.

C. <u>Litter Control / Hazardous Waste</u>

1. The Contractor shall retrieve and dispose of all litter and debris in the Parks and City right-of-ways on the days lawn maintenance is performed.

2. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other objects.

3. Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes on City property, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the City Manager and the Public Works Director in writing.

D. <u>Facility Maintenance</u>

1. The Contractor shall clean the following facilities and their surrounding areas located in the Parks as per the approved monthly detailed maintenance schedule submitted by City Maintenance Manager, at least one (1) day per week:

11N(46)

a. Restroom building, picnic shelters, playground areas, tables, benches, dumpsters, playground equipment, trash receptacles, and all other structures.

2. Additional cleaning of all areas shall include, at least one (1) day per week:

   a. Remove excess water so as to avoid puddles.
   b. Remove any gum from floors, seating areas, picnic tables, walkways, sidewalks, fixtures, and all other structures.
   c. Empty all trash receptacles every scheduled work day, and clean with bleach when necessary to prevent odors.
   d. Wipe down all counter tops, closet doors, window sills, handles and equipment with disinfectant in the following facilities and their surrounding areas:

      i. Dr. Paul Vogel Community Park- restroom/storage building.

   e. Wipe down all picnic tables and seats, picnic benches, water fountains, trash receptacles with disinfectant.
   f. Clean bathroom floors and walls, with soap and water.
   g. Remove all cobwebs and insect nests immediately upon discovery.
   h. Wipe down any interior light fixtures.

3. All cleaning materials, soap and chemicals used shall be biodegradable, non-harmful to humans, animals and the environment and manufactured using organic, natural, non-toxic ingredients and botanical extracts.

4. Trash and recycling receptacles shall be emptied, cleaned with bleach when necessary to prevent odors, and a new trash liner installed as needed, on the days facility maintenance is performed, at least one (1) day per week. Trash and recycling receptacle lids shall also be kept in a clean sanitary condition.

5. Apply monthly pest control inside the Parks and Public Works Yard to the interior and exterior of the facilities and picnic shelters by a professional exterminator.

6. Check and replace all light bulbs within the restroom building, walkway and parking lot lighting when needed, at least one (1) day per week.

7. Wipe down all light fixtures, up-lights, entrance and monument signs bi-weekly.

11N(47)

8. Clean, sanitize and polish all water fountain basins, at least one (1) day per week, and replace water fountain filters every six (6) months.

9. Pressure clean the following areas twice (2) per year:

   a. Parks- restroom building roof, floor (apply sealant once per year), trash receptacles, picnic benches and tables, picnic shelters, all walkways/sidewalks, light poles, plaza areas. (Exhibits 1 and 2)
   b. All City sidewalks, curb and gutters, color concrete pedestrian crosswalks.
   c. All entrance and monument signs.
   d. All sound walls facing the Causeway along the North end of North Bay Island and along the South end of Harbor Island.
   e. Municipal Parking lot. (Exhibits 3)

10. Parking bumpers shall be properly secured and aligned when necessary. Broken or damaged parking bumpers shall be reported to the City immediately upon discovery.

11. All signage within the Parks shall be kept clean, visible and upright at all times. Replace all signage when needed or when requested by the City Manager or Public Works Director to exactly match existing signage unless directed otherwise by the City Manager or Public Works Director.

12. Clean all grout in all facilities in the Parks four (4) times per year with a commercial grade grout cleaner.

13. Paint the inside and outside of the restrooms facility once per year with the paint selections designated by the City Manager. The paint selection shall remain the same for the first three (3) years unless otherwise designated by the City's Representative.

14. Contractor must have on hand additional paint to match existing color of the exterior and interior of all Parks facilities, picnic shelters, picnic benches and tables, fencing, entry signage, trash receptacles, playground equipment, and light poles for touch up jobs as directed by the City.

15. The Contractor shall repair picnic shelter canopies as directed by the City.

11N(48)

8. Clean, sanitize and polish all water fountain basins, at least one (1) day per week, and replace water fountain filters every six (6) months.

9. Pressure clean the following areas twice (2) per year:

   a. Parks- restroom building roof, floor (apply sealant once per year), trash receptacles, picnic benches and tables, picnic shelters, all walkways/sidewalks, light poles, plaza areas. (Exhibits 1 and 2)
   b. All City sidewalks, curb and gutters, color concrete pedestrian crosswalks.
   c. All entrance and monument signs.
   d. All sound walls facing the Causeway along the North end of North Bay Island and along the South end of Harbor Island.
   e. Municipal Parking lot. (Exhibits 3)

10. Parking bumpers shall be properly secured and aligned when necessary. Broken or damaged parking bumpers shall be reported to the City immediately upon discovery.

11. All signage within the Parks shall be kept clean, visible and upright at all times. Replace all signage when needed or when requested by the City Manager or Public Works Director to exactly match existing signage unless directed otherwise by the City Manager or Public Works Director.

12. Clean all grout in all facilities in the Parks four (4) times per year with a commercial grade grout cleaner.

13. Paint the inside and outside of the restrooms facility once per year with the paint selections designated by the City Manager. The paint selection shall remain the same for the first three (3) years unless otherwise designated by the City's Representative.

14. Contractor must have on hand additional paint to match existing color of the exterior and interior of all Parks facilities, picnic shelters, picnic benches and tables, fencing, entry signage, trash receptacles, playground equipment, and light poles for touch up jobs as directed by the City.

15. The Contractor shall repair picnic shelter canopies as directed by the City.

11N(48)

E. Track and Sidewalk Maintenance

1. The Contractor shall be responsible for routine maintenance of the exercise trail and sidewalks, at least one (1) day per week. This shall include the removal of all loose materials by sweeping or vacuuming and the removal of excess water from rainfall or irrigation as needed.

2. Contractor shall repair any potholes and trip hazards in the exercise trail and Parks sidewalks immediately upon discovery and shall secure the area with the appropriate barricade until complete.

3. Any grass or weed growth in sidewalks/walkways, exercise trail, curb and gutters, shall be sprayed with the appropriate chemicals or pulled by hand immediately upon discovery to eliminate it.

F. Play Equipment Maintenance

1. The Contractor shall be responsible for the cleaning, painting, upkeep and repair of play equipment at the Parks at least one (1) day per week. This will include touch up painting of each play piece; removal of dirt, mold and rust on a regular basis; replenishment of safety surface on an annual basis; minor repairs of rubberized/turf play surfaces, and any other minor adjustment or repair that may be needed. This may include replacing broken swing seats, tightening clamps and pins, and all other routine maintenance to ensure that all play equipment is safe and operational.

2. The Contractor shall be responsible for cleaning all rubberized areas and shall maintain them free of sand, rocks, debris, etc, monitoring the condition of said material at least one (1) day per week.

3. The Contractor shall, at least one (1) day per week, rake and remove weeds, all leaves, sticks, twigs, litter or any foreign object found in the playground safety surface material.

4. The Contractor shall, at least one (1) day per week, wipe down all playground equipment and treat playground safety surfacing with a disinfectant. The disinfectant used shall be biodegradable, non-harmful to humans, animals and the environment and manufactured using organic, natural, non toxic ingredients and botanical extracts.

5. The Contractor shall also be responsible for identifying any major repairs that may be needed at the Parks, which are not contemplated herein, and shall inform the City's Representative immediately upon discovery.

11N(49)

G. Turf Maintenance

1. All areas shall be inspected at least one (1) day per week and any large stones, ruts, holes, or "bowled out" areas shall be removed and/or repaired immediately.

H. Turf Mowing

1. Mowing wet grass shall be avoided when possible.

2. All litter, debris, branches, sticks, and foreign objects to be removed from sod and shrub beds before mowing to avoid shredding and damage by propelled rocks, cans, or other objects.

3. Mowing will not be done when weather or other conditions will result in damaged turf.

4. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged.

5. Mowing patterns shall be changed frequently to avoid wear.

6. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass.

7. Grass clippings or debris caused by mowing will be removed from the adjacent walks, drives, gutters and curbs or surfaces on the same day as turf is mowed. Clippings, mulch or other plant debris must be prevented from entering water features, or drains. In the event that this occurs, the materials shall be removed immediately.

8. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, light fixtures, electrical outlets or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.

9. Use of weed eaters shall be limited to areas not reachable by a mower. Weeds when possible shall be pulled by hand or by chemical means immediately upon discovery to eliminate it, at least one (1) day per week.

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10. Biweekly mowing schedules shall be submitted in writing to the City and approved by the City Manager.

I. Edging and Clean-Up

1. Contractor shall trim and properly edge all shrubs, hedges and flower beds as well as tree rings, curbs, walks, lighting, underneath benches and all other structures or obstacles in the landscape and remove clippings, during biweekly mowing.

2. Paved areas, or hard edges, shall be edged with respect to the turf type adjacent to the edging, during biweekly mowing.

3. Edging of beds and tree rings, or soft edging, shall be performed with respect to the turf type adjacent to the edging, during biweekly mowing.

4. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense.

5. All walks and other paved areas shall be vacuumed or swept off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time.

6. Landscape lighting shall be wiped off or vacuumed to prevent accumulation of clippings and dead insects, during biweekly mowing.

7. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done, during biweekly mowing.

8. Mulch shall be applied/replenished in landscaping beds two (2) times annually. Mulch type and color shall be determined by the City.

J. Shrubs and Tree Maintenance

1. Shrubs, hedges, and ground cover material shall be pruned a minimum of twice per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.

2. The Contactor shall straighten any leaning trees or plant material, if possible immediately upon discovery.

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3. Prune, thin, and trim all trees at least twice a year, in March or April, and again in September or October, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks.

4. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction. Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous condition as determined by the City Manager or City's Representative.

5. Cuts shall be made with sharp and proper tools. When cutting parts of branches, a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions.

6. On trees known to be diseased, tools shall be disinfected after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least twice each growing season to keep the natural shape of the individual plant.

7. Pruning shall include the following items:

   - Dead, dying or unsightly part of the tree;
   - Remove sucker growth from the base of trees in which an exposed trunk character is desired;
   - Branches that grow toward the center of the tree;
   - Crossed branches that may rub together;
   - "V" crotches if it does not ruin the appearance of the tree;
   - Multiple leader if the tree normally has a single stem;
   - Nuisance growth that interferes with view, traffic signage walks or lighting.
     Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
   - Shape the top of small trees as needed; and
   - All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the Contractor's expense.

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8. Contractor shall provide and apply mulch to all tree rings twice (2) annually. Mulch type and color shall be approved by the City.

9. Tree maintenance must be under the direction or supervision of an ISA certified arborist. A tree maintenance schedule developed by an ISA certified arborist shall be provided to the City in writing.

10. All Work shall be performed by workers trained in accordance with ANSI Z133.1 safety regulations as required by OSHA.

11. The Contractor shall make an ISA certified arborist available for tree health inspections and tree maintenance recommendations when requested by the City.

K. <u>Fertilization</u>

1. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test result, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed, twice annually during the spring and fall or as more specifically required in this Section.

2. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

3. Contractor shall have the soil tested a minimum of one (1) time yearly at the Parks and on the South side of the North Bay Island sound wall to determine required additives, and more often if necessary to diagnose problem areas. Results of the tests shall be provided to the City in writing.

4. Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.

5. Trees & Palms – The fertilizer for all the planted trees shall meet proper horticultural standards acceptable in South Florida with an N, P, K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the City's Representative.

6. Trees and palms shall be fertilized twice annually during the spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree.

7. The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this Work will be undertaken. The fertilization schedule shall be provided to the City Manager or City's Representative in writing not less than one (1) month prior to application.

8. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the City's Representative in writing.

9. Bermuda Grass- Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb of N per 1000 square feet. The N, P, K, ratios shall vary with the time N, P, K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N, P, K rations should be:
   - Four (4) applications of a 4:1:2 ratio
   - Four (4) applications of a 4:1:7 ratio
   - Four (4) applications of a 2:1:1 ratio
   - Four (4) applications of a 3:1:3 ratio

10. Seashore Paspalum- Administer applications monthly in the amount listed below to achieve ½ lb Nitrate per month. These ratios shall vary with the time of year of the application and the result of the soil analysis.
    - 1:1:3 ratio
    - 2:1:3 ratio
    - 1:1:4 ratio

L. Pest and Disease Management

1. The Contractor shall control or eradicate infestations by chewing or sucking insects, whitefly, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus, by spraying affected plants, trees, shrubs, hedges, or ground cover with chemical sprays or injections and combinations of sprays and injections suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary.

2. The Contractor shall be fully licensed to spray and inject pesticides, and shall use sound practices standard in the industry that aid in preventing the presence or proliferation of insects and diseases. One (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis.

3. Insects in turf shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the City Manager for review immediately after it is received by the Contractor.

4. A written application schedule and detailed list of chemicals must be submitted to the City Manager or his/her designee.

M. Application of Herbicides

1. The Contractor shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation as needed at no additional expense to the City.

2. All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and City regulations.

3. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.

4. A written application schedule and detailed list of chemicals must be submitted to the City Manager or his/her designee.

N. Fungicide

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the City's Representative, the Contractor shall address the problem immediately with the City and a mutually agreeable application needs to be applied at the Contractor's expense.

O. Turf Renovation and Replacement

1. Renovations may be required if conditions warrant such a procedure; however, will only be made billable to the City if the Contractor can validate, in writing and by proving maintenance schedules to show all measure of turf preservation have been exhausted.

2. Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.

3. Proper watering, fertilization and pest management will be critical during and after renovation. Any irrigation damaged because of turf renovation or replacement shall be repaired at the Contractor's expense. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

4. The Contractor shall notify the City in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement.

5. Renovation methods like sprigging or sodding will need to be approved by the City Manager. Fumigation and other preventative measures for successful turf growth will need to be discussed and approved by the City.

6. The Contractor shall identify, report, and price (based on the price sheet listed in the Bid Proposal) to the City's Representative any sod renovation work that will be needed at the Parks. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include but not be limited to sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation, and maintenance during grow in period of thirty (30) days. The City Manager shall authorize all work orders for sod renovations prior to commencement of the Work described herein.

7. The Contractor shall provide all turf warranty information and turf certification documentation to the City.

P. <u>Irrigation</u>

1. The Contractor shall be responsible for the operation and maintenance of the irrigation systems in the City parks and public lands/right-of-ways and facilities as identified in the Scope of Services, and for setting and adjusting the time clocks and rain sensors to ensure proper watering of all plant material and turf in the landscape.

2. The Contractor shall be responsible for the labor, materials and supervision to make all irrigation repairs to the lateral lines, risers, sprinkler heads, timers, sensors and all other repairs required to keep the system operating.

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3. Any turf renovation/installation under 900 square feet of replacement area resulting from an irrigation repair shall be covered by the Contractor

4. Prior to the commencement of the Contract, the Contractor shall schedule a date with the City Manager or his/her designee to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Public Works Director in writing. The report shall be submitted no later than seven (7) calendar days prior to the commencement of the Contract. The Contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

5. Time clocks and rain sensors shall be checked at least once every two (2) weeks or more as may be required.

6. Rust inhibitor chemicals must be added to the irrigation system as directed by the product label and the City's Representative.

7. The Contractor shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, rain sensors and controllers as needed. A written monthly irrigation system report of all deficiencies and repairs needed shall be provided to the City.

8. Any equipment damaged by the Contractor's operation shall be replaced with equal or superior equipment from the same manufacturer unless otherwise approved by the City Manager.

9. The irrigation systems shall be capable of providing water to all turf and shrub beds with quantities and frequencies needed to provide a uniform lush green landscape appearance. The system shall be adjusted for the various seasonal requirements of the plant materials in the landscape or when water restrictions are imposed. Where practical, watering should be done at night or early morning if the system is automatic, unless notified otherwise by the City's Representative.

10. The Contractor shall be required to make all repairs within a minimum 24 hours time period or sooner as directed by the City's Representative. If Contractor determines that a repair would take longer than 24 hours to complete, a timetable for completion must be presented to the City for approval in writing.

11. Any form of damage to the irrigation system must be reported to the City Manager immediately upon discovery.

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12. Irrigation as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health.

13. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor. Close monitoring of the landscaping inside the Treasure Island Bulb Outs and the landscaping inside the ceramic pots on the flat bridge between Treasure Island and North Bay Island must be performed since no irrigation systems exist.

14. A written irrigation schedule shall be provided by the Contractor to the City for approval.

15. The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be responsibility of the Contractor.

16. Any personnel making repairs or adjustments to the system, regardless of how minor, shall be under the direction or supervision of a certified irrigation landscape manager or an irrigation auditor or have comparable certifications. Copies of these certifications need to be provided to the City Manager or his/her designee and kept current.

17. The Contractor shall provide all warranty information and associated documentation for any irrigation materials, pumps, all irrigation heads, lines, valves, valve boxes, rain sensors and controllers installed by the Contractor to the City.

18. The Contractor shall be responsible for adhering to any water restrictions imposed by the South Florida Water Management District or other appropriate government agency. Any violations and the cost for any associated fines or other remedial actions for failure to adhere to such restrictions shall be the responsibility of the Contractor.

Q. <u>TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH BAY VILLAGE</u>

1. The Contractor shall adhere to the terms and conditions of the *Turf And Landscape Maintenance Joint Participation Agreement Between The Florida Department Of Transportation And The City of North Bay Village*, attached as <u>Exhibit "5"</u>.

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R. Emergency Services

1. During non-business hours, the Contractor shall be responsible for responding to emergency calls by the City Manager or his designee within two (2) hours of notice by the City. These emergencies shall also include fallen trees, dangerous items found at the Parks, City property and right-of-way, or any other conditions which the City Manager or his designee, determine need immediate action.

2. Hurricane/Natural Disaster preparation services shall be included as part of the Contract and shall be in accordance to the City's Hurricane Manual. The manual may be changed in the sole discretion of the City Manager as needed.

3. Landscaping emergencies that occur within business hours shall be included in the base bid amount, while landscaping emergencies that occur during non-business shall be bid separately. Non-landscaping emergencies such as plumbing and electrical services shall be bid separately by Contractor.

4. The Contractor shall identify, report and price (based on the hourly rate sheet listed in the Bid Proposal) to the City's Representative any emergency work that will be needed at the Parks, City property and right-of-way, including emergency services for natural disasters. Prices shall be fully inclusive of all work that will be needed. The City Manager shall authorize all work orders for emergency services prior to commencement of the Work described herein

S. Additional Services

1. All projects, not already covered in the Contract shall be at the expense of the City, and shall only be performed with the approval of the City Manager.

2. The Contractor shall identify, report and price (based on the hourly rate listed in the Bid Proposal) to the City's Representative any electrical, plumbing, roofing, painting or other repair work that is needed at the Parks, City property and right-of-way, that is outside of the Detailed Specifications. Once reported to the City's Representative, Contractor shall be responsible for all maintenance described herein, at the direction of the City's Representative. The City Manager shall authorize all work orders prior to commencement of the Work described herein.

3. Any Work the vendor feels needs to be reimbursed by the City must be discussed and approved by the City Manager prior to the Work being performed.

EXHIBIT "1"

DR. PAUL VOGEL COMMUNITY PARK, 7920 WEST DR.

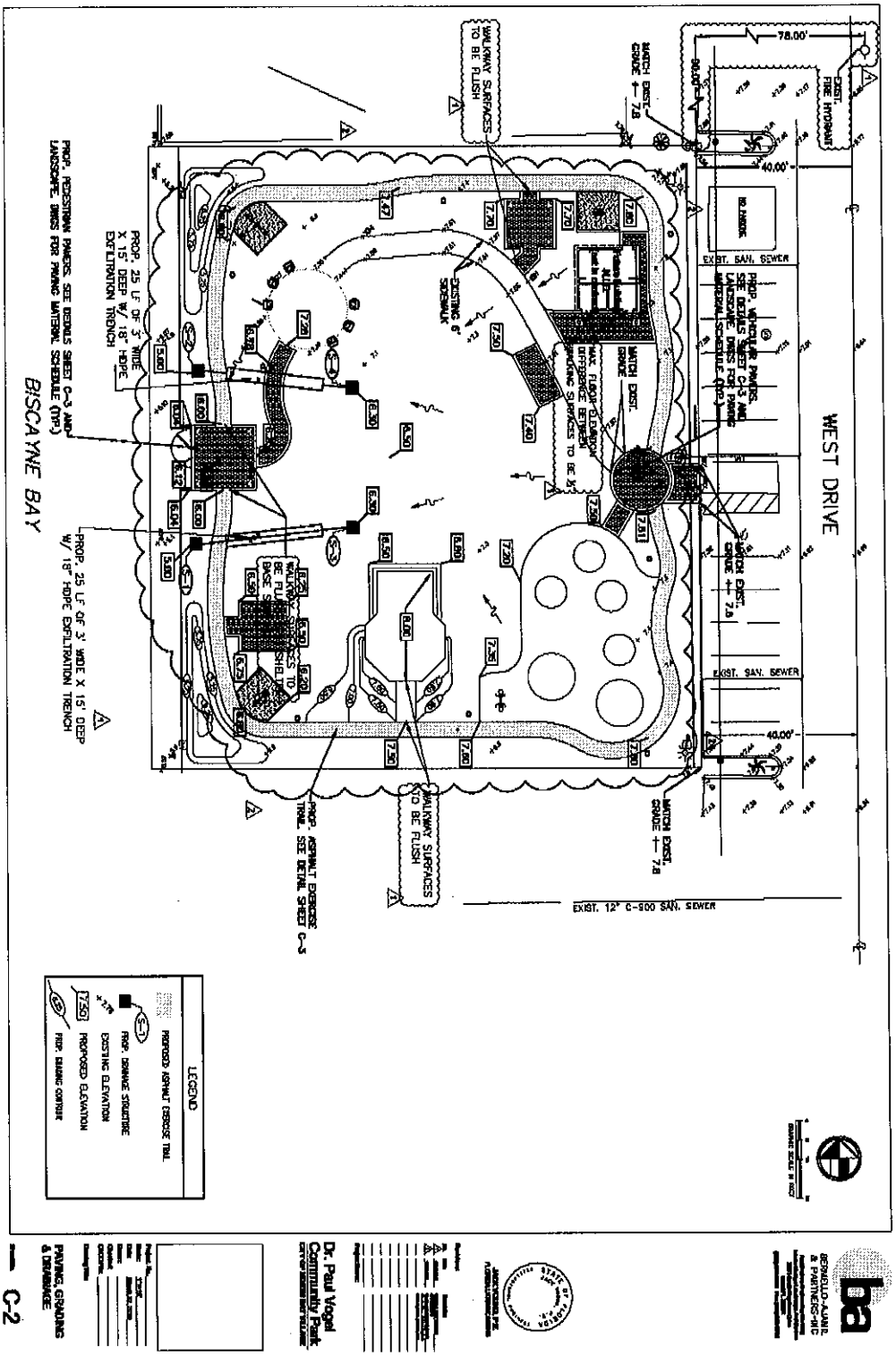

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EXHIBIT "2"

PHILLIP J. SCHONBERGER PARK & PUBLIC WORKS YARD,
1851 GALLEON ST.

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EXHIBIT "3"

MUNICIPAL PARKING LOT,
LOCATED BETWEEN 1735 NORTH TREASURE DR AND 7557 MUTINY AVE.

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EXHIBIT "4"

MUNICIPAL COMPLEX LOT,
7903 EAST DR.

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EXHIBIT "5"

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH BAY VILLAGE.

[NEXT 13 PAGES]

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CONTRACT # AQE94

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITYOF NORTH BAY VILLAGE

This Agreement, is made and entered into this 30th day of September, 2011, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252473-2-78-01**, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.

b. The CITY:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and

ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.

d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.

e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.

f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".

g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.

h. The CITY shall not be responsible for the clean-up, removal and disposal of

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debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS ($5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.

b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.

c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:

i. Mowing Small Machine

ii. Edging & Sweeping

iii. Landscape Maintenance

iv. Litter Removal

d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.

f. Travel costs will not be reimbursed.

g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

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working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

k. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

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l. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail , return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To CITY: City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert Daniels, Interim City Manager

5. INVOICING

a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.

i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing it work for a period of one (1) month or longer.

c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

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responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or

b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.

b. As mutually agreed by both parties.

c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

11N(70)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF NORTH BAY VILLAGE:

BY: _____
CITY MAYOR

ATTEST: _____
(SEAL) **CITY CLERK**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) **EXECUTIVE SECRETARY**

LEGAL REVIEW:

_____
CITY ATTORNEY

_____
DISTRICT CHIEF COUNSEL

11N(7

Exhibit "A"
Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".

b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.

c. Remove and properly dispose of litter from roadside and median strips.

d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.

e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

FDOT Financial Project Number: 252473-2-78-01

County: Miami-Dade

FDOT Project Manager: Guy Gladson, P.E. 305-640-7197

CITY Project Manager: Robert Daniels, Interim City Manager

1/N(72)

Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Mowing Small Machine (E104 4 3)	0.301	12	3.61	$ 245.00
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	$ 323.25
Landscape Maintenance (E580 3 2)	0.105	12	1.26	$ 449.49
Litter Removal (E110 30)	0.406	24	9.74	$ 299.00

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: $ 5,294.03

11 N (73)

Exhibit "C"
City of North Bay Village's Resolution

To be herein incorporated once approved by the CITY Commission.

11N(74)

RESOLUTION NO. 2011-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)***

WHEREAS, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79th Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

WHEREAS, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

WHEREAS, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents ($5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79th Street Causeway.

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 hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

11N(75)

Section 2. Approval Agreement. The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved, a copy of which is attached hereto as Exhibit 1.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

Section 4. Execution of Agreement. The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

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

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	Yes
Vice Mayor Connie Leon-Kreps	Yes
Commissioner Eddie Lim	Yes
Commissioner Frank Rodriguez	Yes
Commissioner Paul Vogel	Absent

PASSED AND ADOPTED this 20th day of September, 2011.

Corina S. Esquijarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

11N(76)

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: Florida Department of Transportation Turf and Landscape Agreement/2011-2012

11N(T)

EXHIBIT "6"

INCIDENT REPORT FORM

CITY OF NORTH BAY VILLAGE
Public Works Department
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141
305-756-7171 Fax: 305-756-7722

Incident Report

Today's Date: **Time:**

Name:

Address:

Phone Number(s):

Date & Time of Incident:

Location of Incident:

Description of Incident:
(Be as detailed as possible with descriptions and attach pictures, if applicable)

-

Action Taken:

_____

_____

_____

Date: _____ **Time** _____

Staff Member: _____

11N(78)

EXHIBIT "7"

BATHROOM INSPECTION FORM

City of North Bay Village

Public Works Department

Bathroom Cleaning Checklist

Location: **Date** _____

If the bathroom is not in compliance, our staff will make necessary corrections. Initials of staff, date and time checked will be placed in the appropriate boxes. If you have any concerns with our restrooms, please contact us at 305-558-0382.

The following items must be checked every scheduled work day And more frequently as needed	4. Tissue is available (toilet & facial)
1. Approved liquid soap is available 2. Area/floors are clean and odor free 3. Lights are working	5. Paper towels are available 6. Trash emptied 7. Plumbing and fixtures are clean and working 8. Partitions/Walls are graffiti free and clean 9. Other Issues

	Time	Clean	If not in compliance, list # from the above list	Initials	COMMENTS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

//N(79)

SECTION 3 - GENERAL CONDITIONS

3.1 RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2 Taxes

The Proposer shall not be entitled to the City's tax exempt benefits.

3.3 Additional Terms and Conditions/Exceptions

No additional terms or conditions submitted by the Proposer with the RFP Proposal shall be evaluated or considered. Any and all such additional terms or conditions shall have no force and effect and are inapplicable to this RFP. No exception to the terms or conditions shall be allowed.

3.4 Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the City no later than 5:00 PM, local time, on **August 8, 2012**. Responses will be made by **August 10, 2012**. Written inquiries shall be sent with the subject line "Landscape Maintenance, RFP No. NBV 2012-01" to:

Yvonne Hamilton, City Clerk
City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: yvonne.hamilton@nbvillage.com

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Agreement and is fully aware of all conditions affecting the provision of Services.

11N(86)

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the City to all Proposers who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the City may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer.

3.6 No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 Independence

On the form provided in Section 6 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the City written notice of any other relationships – professional, financial or otherwise – that it enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

3.8 No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

11 N(81)

3.9 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the City. Failure to do so may result in the Proposal being disqualified, at the City Manager's sole discretion.

3.10 Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the City in writing.

3.12 Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the City Manager or designee.

3.13 Award of Agreement

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

11 N(82)

3.14 Execute Agreement

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the City and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the City Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the City a fully executed Agreement and all requested certificates of insurance. The final Agreement shall be subject to the approval of the City Manager in his or her sole discretion, and approved as to form and legality by the City Attorney. The order of precedence will be the Agreement, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.15 Facilities

The City Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.16 Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.17 City's Exclusive Rights

The City Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the City.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Agreement arises until the City Commission approves an Agreement with the selected Proposer.

11N(83)

3.18 Addenda

The City reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

3.19 Review of the RFP Documents

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place, and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.20 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.21 Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.22 Subcontracting

No subcontracting shall be permitted, except with the prior approval of the City Manager, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his or her approval.

11.N(84)

3.23 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Agreement to provide any goods or services to the City and may not transact business with the City in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.24 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in Section 6 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 4 – PROPOSAL PROCESS

4.1 Mandatory Pre-proposal Meeting

A **mandatory** pre-proposal meeting will be held on **August 1, 2012, at 10:00 a.m. local time,** or at such other scheduled time as determined and noticed by the City, at the **City Hall Office, 1700 Kennedy Causeway, North Bay Village, Florida 33141.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL MEETING SHALL DISQUALIFY ANY PROSPECTIVE PROPOSER FROM SUBMISSION OF A PROPOSAL.

At the mandatory pre-proposal meeting, representatives of the City will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the City at least seven (7) business days prior to the mandatory pre-proposal meeting will be addressed. To the extent possible, the City will also consider other questions or concerns that may be raised at that time. After the mandatory pre-proposal meeting, the City may prepare written documentation to answer questions which were addressed at the mandatory pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the City deems appropriate for clarification.

4.2 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

4.2.1 Number of Proposals

One (1) original unbound Proposal and Six (6) complete copies of the Proposal, and one (1) CD ROM, and, are required to be submitted to the City by the date and time indicated above. Each copy shall contain all mandatory information submitted by the Proposer. Additional copies may be requested by the City at its discretion. **The sealed Proposal shall contain one (1) original and six (6) copies and one (1) CD ROM, and is required to be submitted to the City by the date and time indicated in Section 4.3.** Proposal security in the form of a bid bond or certified check made payable to the City of North Bay Village in the amount of $15,000.00 will be required to be submitted with the Proposal package in a separate marked envelope.

4.2.2 Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal", in accordance with Section 4.5. The outside of the sealed package shall clearly indicate the submitting RFP No. 2012-01, "North Bay Village Landscape Maintenance", Proposer's name, address and the name and telephone number of the Proposer's specific contact person.

11 N(86

4.2.3 Signatures

4.2.3.1All required signatures should be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by the Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will deem the Proposal non-responsive, disqualify the Proposer, and the Proposal will not be considered.

4.2.3.2Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

4.2.3.3Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

4.2.4 Proposal Format

4.2.4.1The Proposal should be typewritten on both sides of 8 ½ x 11 inch white paper. Pages should be secured by staple, cerlox binding or similar closures. Proposals should be organized in chapters according to Table 4.2.4. Chapters should be separated by a tab indicating the chapter number.

4.2.4.2All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

4.2.4.3Responses should be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

[THIS SPACE INTENTIONALLY LEFT BLANK]

11N(87)

Table 4.2.4 – Proposal Format

Proposal

Chapter 1	Letter of Intent
Chapter 2	BID/Proposal Form
Chapter 3	Proposer's Statement of Organization
Chapter 4	Personnel
Chapter 5	Experience
Chapter 6	Financial Stability
Chapter 7	Litigation History
Chapter 8	Proposal Security (Bid Bond / Certified Check)
Chapter 9	Insurance Requirement
Chapter 10	Criminal Convictions
Chapter 11	Proposer's Non-Collusion Certification
Chapter 12	Drug-free Workplace
Chapter 13	Addendums
Chapter 14	Independence Affidavit
Chapter 15	Methodology/Approach to Providing Services
Chapter 16	Certification to Accuracy of Proposal

4.2 Submittal, Receipt and Opening of Proposals

All Proposals shall be submitted on or before **2:00 PM**, local time, on **AUGUST 15, 2012** to:

//N(88)

Office of the City Clerk
City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is time stamped in the OFFICE OF THE CITY CLERK prior to **2:00 PM**, local time, on **AUGUST 15, 2012**. Failure of a Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

Proposals submitted and time stamped on or before **2:00 PM, local time, on AUGUST 15, 2012** shall be opened publicly in accordance with Section 4.5.

4.3 Selection Committee

Proposals submitted will be evaluated by a selection committee chosen in the sole discretion of the City Manager (the "Selection Committee"), who will review submissions and provide a recommendation to the City Manager who shall provide a recommendation to the City Commission.

4.4 Sealed Proposal

The Sealed Proposals will be publicly opened at 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141, at **2:00 PM, local time, AUGUST 15, 2012.** The Selection Committee shall meet to initially examine the documentation submitted in the Proposal to determine the responsiveness and responsibility of each Proposer. Proposers shall provide the following information in the Proposal:

4.4.1 Letter of Intent

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred twenty (120) calendar days is required.

4.4.2 BID/Proposal Form

Proposers shall carefully provide, in the format requested, all of the information requested in Form 1 attached hereto, for North Bay Village Landscape Maintenance ("NBVLM").

1/N(89)

4.4.3 Proposer's Statement of Organization

Proposers shall complete Form 2. Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

4.4.4 Personnel

Proposers shall demonstrate significant personnel experience. All personnel performing services under the Contract shall have at least three (3) years experience in their respective disciplines. Proposers shall carefully provide, in the format requested, all of the information requested in Form 3.

4.4.5 Experience

Proposer shall have a minimum of three (3) years of successful experience in providing Municipal Landscaping Maintenance Services. A summary of all of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contact/reference person with phone number. Proposers shall provide references for all jobs summarized using Form 4 provided in Section 6.

4.4.6 Financial Stability

Proposers shall demonstrate financial stability. Proposers shall provide a statement of the Proposer's financial stability not to exceed one (1) page in length.

4.4.7 Litigation History

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars ($100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Proposer it determines to be excessively litigious or which is in litigation with the City.

11N(90)

4.4.8 Proposal Security

Each Proposal shall be accompanied by Proposal security in the amount of Fifteen Thousand Dollars ($15,000.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the City. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in Section 7 of this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the City as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security **shall be deemed non-responsive and will not be considered**. The Proposal security in the form of a cashier's check shall be drawn on a U.S. Bank, in ($) U.S. dollars, payable to the City. The City shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Contract has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the City Manager, or (4) all Proposals have been rejected. Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Contract. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of award of bid to the qualified Proposer or of the rejection of all Proposals. Proposal security for the awarded Proposer will be upon the execution of the Contract.

4.4.9 Insurance Requirement

Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Proposer is able to obtain the required insurance.

4.4.10 Criminal Convictions

The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

4.4.11 Proposer's Non-Collusion Certification

Any Proposer submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Proposer (Form 5) included in Section 6 of these RFP documents.

4.4.12 Drug-Free Workplace

Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 6), shall be submitted with the RFP response.

11N(91)

4.4.13 Addenda

The Proposer shall complete and sign the Acknowledgment of Addenda Form 7 in Section 6 and include it in the Proposal in order to have the Proposal considered. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

4.4.14 Independence Affidavit

Proposers shall list and describe their relationships with the City in accordance with Section 3.7 of the RFP (Form 8).

4.4.15 Methodology/Approach to Providing Services

Proposer shall include with its Proposal a brief description and synopsis, including sample overall annual maintenance schedules and monthly detailed maintenance schedules or maintenance plans , detailing its methodology and approach to providing the Scope of Services as described in Section 2 of this RFP.

4.4.16 Certification to Accuracy of Proposal

Proposer shall certify and attest, by executing Form 9 of Section 6 of these RFP documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support if its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

4.5 Qualification Evaluation

4.5.1 Proposals submitted will be evaluated by a selection committee chosen in the sole discretion of the City Manager (the "Selection Committee"), who will review submissions and provide a recommendation to the City Manager who shall provide a recommendation to the City Commission.

4.5.2 The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information may disqualify any such Proposal as non-responsive and such Proposal may not be considered. The Selection Committee may also disqualify any Proposers that make exaggerated or false statements.

4.5.3 The evaluation of Proposals and the determination of conformity and acceptability shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the City.

4.5.4 The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer to perform the Services and the Proposer shall furnish the City all such information as the Selection Committee or City Manager may request before and during the Proposal period. The Selection Committee will also evaluate Proposer professional references, company resources, including personnel and equipment, ability to respond to request, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entitles; and the required licenses and insurance. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all Proposers. The Selection Committee or the City Manager may request oral presentations from the Proposers.

4.5.5 The City Manager reserves the right to reject any and all Proposals and to waive minor irregularities in the Proposal. The award of this RFP is non-exclusive and the City may, at the City's sole option, award the Agreement to more than one (1) Proposer or not at all. The City further reserves the right to seek new Proposals when it is in the best interest of the City to do so and to re-advertise this RFP.

4.6 Evaluation

4.6.1 Each member of the Selection Committee shall evaluate and rank each Proposal. The full Selection Committee will then convene to interview, review and discuss these evaluations and rank the firms as a group.

4.6.2 Proposals shall be evaluated and ranked based on, among additional factors, the following:

1. Technical Expertise / Qualifications in the industry (Total up to 25%)

2. Experience (Total up to 30%)

3. Methodology/Approach to Providing Services (Total up to 10%)

4. Proposed Pricing (Total up to 35%)

/1N(93)

The Proposal ranked one (1), will be recommended by the Selection Committee to the City Manager. The City Manager shall review and make a recommendation to the City Commission for award of the Agreement. In the event of a tie, the recommendation of the City Manger shall control. The City Commission will consider the selection of a firm based upon the recommendation of the City Manager.

At the option of the City Commission, the City Manager shall attempt to negotiate an Agreement with the most qualified proposer at compensation, which is fair, competitive and reasonable. If the City Manager is unable to negotiate a satisfactory Agreement with the highest ranked proposer, negotiations with that Proposer shall be terminated and the City Manager shall attempt to negotiate an Agreement with the next highest ranked qualified proposer and so on. If the City Manager is not successful in negotiating a satisfactory Agreement with any of the proposers deemed to be qualified, the City Manager shall select additional proposers in order of their qualifications and continue negotiations until an Agreement is reached. If no Agreement can be reached, the City Manager may reject all proposals and may re-advertise for new proposals.

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11N(94)

SECTION 5 – CONE OF SILENCE

5.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2012-01 is subject to the "Cone of Silence" in accordance with Section 38.18 of the City of North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the City Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or City Commissioners and any member of the city's professional staff including, but not limited to, the City Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, City Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or City Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the city's professional staff and any member of the selection committee. The City Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the City Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the City Manager with the City Clerk and be included in any recommendation memorandum submitted by the City Manager to the City Commission.

11 N(95)

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a. communications with the City Attorney and his or her staff;

b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

c. any emergency procurement of goods or services;

d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence. The City Manager shall issue a written notice to the affected departments, file a copy of the notice with the City Clerk, with a copy to the Mayor and each City Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the city's professional staff including, but not limited to, the City Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the City Manager makes his or her written recommendation to the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the City Manager makes a subsequent written recommendation.

1/N(96)

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the City Commission during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

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11 N(97)

SECTION 6 – QUALIFICATION FORMS

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

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11/N(98)

FORM 1
BID PROPOSAL NORTH BAY VILLAGE LANDSCAPE MAINTENANCE

The following Bid Proposal is presented to assist the City in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 2 for North Bay Village Landscape Maintenance of the Bid Documents (Detailed Specifications). Any additional services that are not included in the Contract shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT
$_____
(To include the initial three (3) year period, to be paid in 36 equal monthly installments.)

BID AMOUNT YEAR 1 **$ _____**

BID AMOUNT YEAR 2 **$ _____**

BID AMOUNT YEAR 3 **$ _____**

Cost for Optional Years 4 and 5 **$_____ per year**

SOD REPLACEMENT/INSTALLATION All prices are fully inclusive per section O of the detailed specifications.)

(a) Bermuda grass-419 Sod (per pallet) =$_____

(b) Seashore Paspalum Sod (per pallet) =$_____

(c) St. Augustine Sod (per pallet) =$_____

(d) Zoysiagrass Sod (per pallet) =$_____

(e) Bahia grass Sod (per pallet) =$_____

(f) Seasonal Color (each) =$_____

(g) Cypress Mulch (per cubic yards) =$_____

EMERGENCY SERVICES (per hourly basis) $ [Please attach price sheet for emergency service staff, vehicles, and equipment (during non-business hours).]

11N(99)

ADDITIONAL IRRIGATION INSTALLATION **$ [Please attach price sheet for material and labor costs.]**

DECORATIVE PLANT/ADDITIONAL TREE INSTALLATION **$[Please attach price sheet for available plant material and labor costs.]**

Taxpayer Identification Number: _____

BIDDER: _____
(Company Name)

_____
(Signature of Authorized Representative)

_____
(Printed Name and Title)

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11 N(100)

FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

   _____

   Principal Business Address:

   _____
   _____
   _____

2. Principal Contact Person(s):

   _____
   _____
   _____

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

   _____
   _____

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

Name	Address	Title

   If a corporation, in what state incorporated: _____

   Date Incorporated: _____
   Month Day Year

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

//N(101)

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

Name	Address	Title
1.		
2.		
3.		
4.		

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

1. _____
2. _____
3. _____
4. _____

7. Licenses:

a. County or Municipal Occupational License No.

_____
(Attach Copy)

b. Occupational License Classification:

_____

c. Occupational License Expiration Date:

_____

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

_____

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11N(102)

FORM 3
PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

A. Name & Title

B. Years of Experience with:

This Firm:

With Other Similar Firms:

C. Education:

Degree(s)

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. Attach applicable licenses for each individual performing services pursuant to this Contract.

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11N(103)

FORM 4
REFERENCES

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

1. Name of Public Agency:_____
   Address:_____
   _____

   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____

2. Name of Public Agency:_____
   Address:_____
   _____

   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____

3. Name of Public Agency:_____
   Address:_____
   _____

   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____

4. Name of Public Agency:_____
   Address:_____
   _____

   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____

11 N(104)

FORM 4
REFERENCES
(CONTINUED)

5. Name of Public Agency:_____
Address:_____
_____

Phone Number:_____
Principal Contact Person(s):_____
_____
Year Contract Initiated: _____

6. Name of Public Agency:_____
Address:_____
_____

Phone Number:_____
Principal Contact Person(s):_____
_____
Year Contract Initiated: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

11 N(10

FORM 5
NON-COLLUSION AFFIDAVIT

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

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of North Bay Village, Florida, or any person interested in the proposed Contract; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

11N (106)

Witness my hand and official notary seal/stamp at _____ the day and year written above

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

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

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

_____
NOTARY PUBLIC

My Commission Expires:

[THIS SPACE INTENTIONALLY LEFT BLANK]

11N(107)

FORM 6
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

11 N(108)

Witness my hand and official notary seal/stamp at _____ the day and year written above

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

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

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

_____
NOTARY PUBLIC

My Commission Expires:

[THIS SPACE INTENTIONALLY LEFT BLANK]

11N(109)

FORM 7
ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

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11(N(110)

FORM 8
INDEPENDENCE AFFIDAVIT

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

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

   (b) Additionally, the Proposer agrees and understands that Proposer shall give the City written notice of any other relationships professional, financial or otherwise that Proposer enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

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

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

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

[Acknowledgment on following page.]

//N(111)

Witness my hand and official notary seal/stamp at _____ the day and year written above

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

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

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

_____
NOTARY PUBLIC

My Commission Expires:

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11N(112)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

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11 N(113)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

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

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

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

_____
NOTARY PUBLIC

My Commission Expires:

11N(114)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

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

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

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

_____
NOTARY PUBLIC

My Commission Expires:

11N(114)

SECTION 7– CONTRACT

The Contract located in this Section 7 of the RFP for City of North Bay Village Landscape Maintenance within the City is substantially the form that will be utilized, subject to approval by the City Manager and the City Attorney. The City reserves the right to award or not to award the Contract in the best interests of the City.

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11 N(115)

SECTION 7
SAMPLE CONTRACT

THIS CONTRACT (this "Contract") is made this ____day of _____, 2012 by and between the City of North Bay Village, Florida, (hereinafter called the "City") and _____ , a Florida corporation (hereinafter called the "Contractor") located at _____.

The City and Contractor mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications, see Section 2 of this RFP.

2. **COMPENSATION/PAYMENT**-

   2.1 Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

   2.2 The City shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

   2.3 Any and all additional services outside of the Detailed Specifications as defined in Exhibit "A" and performed by the Contractor, shall be at the sole discretion of the City Manager and shall be paid pursuant to the terms and conditions of this Contract.

   2.4 Failure to perform any of the Detailed Specifications under this Contract shall result in a Performance Penalty (the "Performance Penalty"). The Performance Penalty shall be assessed on a daily basis until the situation necessitating the Performance Penalty has been remedied or cured. The assessed rate of the Performance Penalty shall be determined by the following formula: the yearly contract rate divided by three hundred sixty (360) divided by one half (1/2). Notification of the Performance Penalty shall be presented to the Contractor in writing and the Contractor shall have seventy-two (72) hours to respond and complete the Work in question.

3. **TERM/RENEWAL**-

   3.1 This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years (the "Term").

11N(116)

3.2 The City Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to two (2) additional one (1) year terms (the "Renewal Term"). Such Renewal Term shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than thirty (30) days prior to the date of termination.

4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined those conditions, including, but not limited to, the described rights of way, water management areas, soil conditions, and similar planting areas, and has made sufficient tests and other investigations to fully satisfy itself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:

6.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, the Florida Department of Transportation Manual of Traffic Controls and Safe Practices For Street and Highway Construction, Maintenance and Utility Operations, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

6.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

1 1.N(117)

6.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining the Work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

6.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

7. **INDEMNIFICATION** -

7.1 The Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Contract including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Contract. Contractor shall reimburse the City for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Contract.

7.2 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

11N(118)

8. **CONTRACT DOCUMENTS**- The following documents shall, by this reference, be considered part of this Contract:

RFP;
All Addenda;
Contract;
Proposal, including all Forms submitted;
Detailed Specifications;
Insurance Certificates.

9. **CONTRACTOR'S EMPLOYEES**-

9.1 The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

9.2 The Contractor and all employees and agents of Contractor shall at all times comply with the City's Posted Park Rules when performing under this Contract.

9.3 Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.

10. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

11. **INSURANCE**- The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident.

11 N(119)

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

11.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

11.4 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

11.5 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

11N(120)

11.6 **Deductibles** - All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

12. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City. This Contract may only be amended, by the parties, with the same formalities as this Contract.

13. **TERMINATION**-

13.1 Either party may terminate this Contract without cause upon sixty (60) days written notice to the other party.

13.2 Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract on the date specified in the notice of termination.

13.4 The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract. The City will be responsible only for the cost of Work accepted and approved by the City Manager at the time of termination.

13.5 The City may terminate this Contract upon five (5) days written notice if the Contractor fails to comply with the terms of the Turf And Landscape Maintenance Joint Participation Agreement Between The Florida Department Of Transportation And The City. The City will be responsible only for the cost of Work accepted and approved by the City Manager at the time of termination.

14. **CHOICE OF LAW; VENUE**- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.

15. **ATTORNEY'S FEES**- In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

11N(121)

16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

17. **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

19. **WAIVER OF JURY TRIAL.** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

20. **COUNTERPARTS**- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

21. **INDEPENDENT CONTRACTOR**-

    21.1 It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

    21.2 All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the City.

    21.3 If subcontractors are to be used during the term of the Contract, a list of such subcontractors shall be provided to the City Manager, and shall be used subject to his or her approval.

11N(122)

22. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and City regulations while performing under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

23. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: City Clerk

Contractor:

_____

_____

_____

_____

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF NORTH BAY VILLAGE

By: _____
Yvonne Hamilton, City Clerk

By: _____
Dennis Kelly, City Manager

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

11N(123)

Signed, sealed and witnessed in the presence of:

As to Contractor:

_____

By:_____

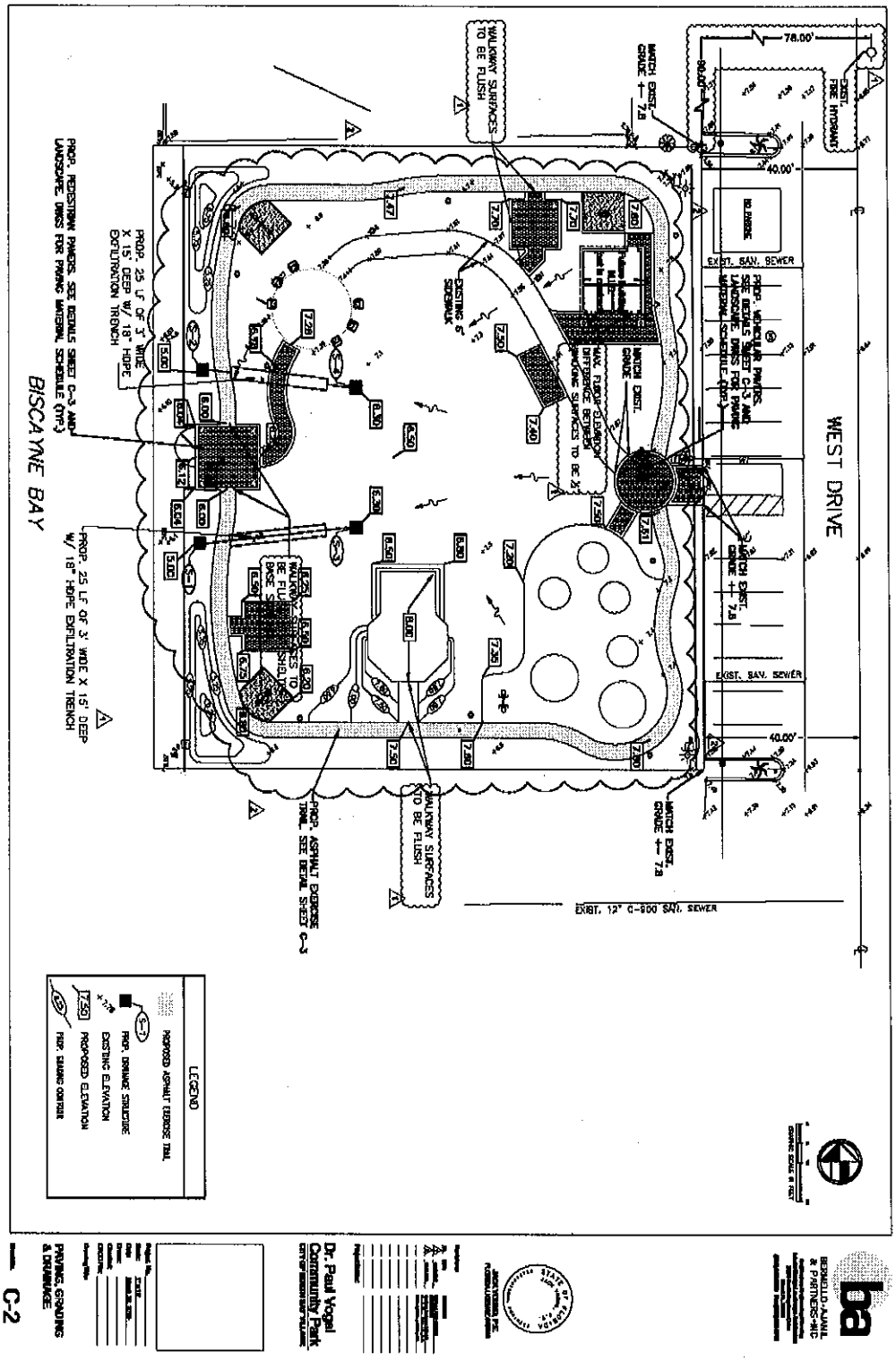
By: _____
Name:_____
Title:_____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the Contract to do so on its behalf.

11N(124)

EXHIBIT "1"

DR. PAUL VOGEL COMMUNITY PARK, 7920 WEST DR.



11N(125)

EXHIBIT "2"

PHILLIP J. SCHONBERGER PARK & PUBLIC WORKS YARD,
1851 GALLEON ST.

11N(126)

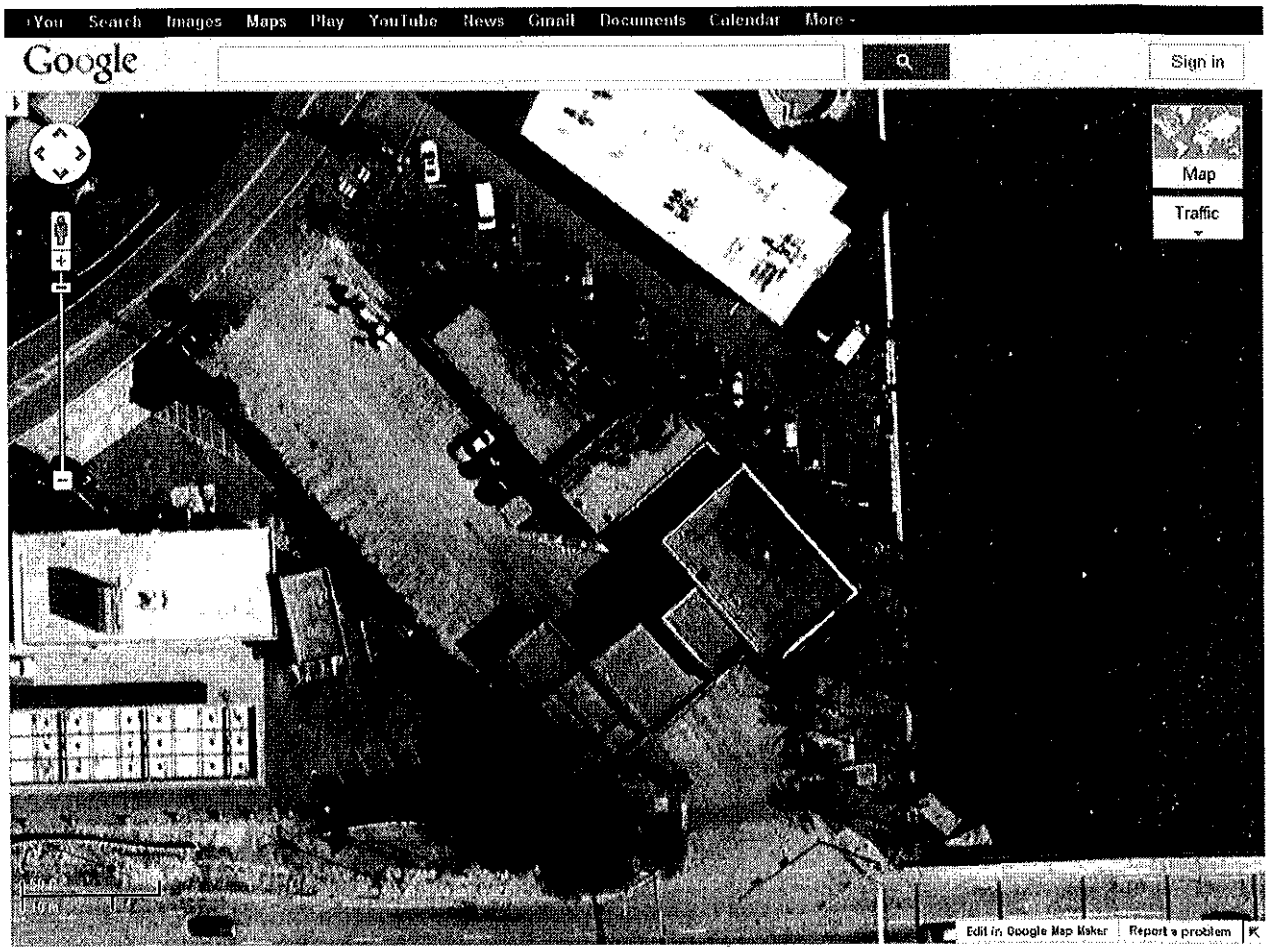
EXHIBIT "3"

MUNICIPAL PARKING LOT,
LOCATED BETWEEN 1735 NORTH TREASURE DR AND 7557 MUTINY AVE.

11N(127)

EXHIBIT "4"

MUNICIPAL COMPLEX LOT,
7903 EAST DR.



11N(128)

EXHIBIT "5"

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH BAY VILLAGE.

[NEXT 13 PAGES]

11N(128)

CONTRACT # AQE94

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITYOF NORTH BAY VILLAGE

This Agreement, is made and entered into this 30th day of September, 2011, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252473-2-78-01**, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

11N(129)

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.

b. The CITY:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and

ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.

d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.

e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.

f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".

g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.

h. The CITY shall not be responsible for the clean-up, removal and disposal of

11N(130)

debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS ($5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.

b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.

c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:

i. Mowing Small Machine

ii. Edging & Sweeping

iii. Landscape Maintenance

iv. Litter Removal

d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.

f. Travel costs will not be reimbursed.

g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

11 N(131)

working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

k. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

11.N(132)

l. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail , return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To CITY: City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert Daniels, Interim City Manager

5. INVOICING

a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.

i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing it work for a period of one (1) month or longer.

c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

11 N(133)

responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or

b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.

b. As mutually agreed by both parties.

c. In accordance with **Section 287.058(1)(c), F.S.,** the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

11 N(134)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF NORTH BAY VILLAGE:

BY: _____
CITY MAYOR

ATTEST: _____
(SEAL) **CITY CLERK**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) **EXECUTIVE SECRETARY**

LEGAL REVIEW:

_____
CITY ATTORNEY

_____
DISTRICT CHIEF COUNSEL

11N(135)

Exhibit "A"
Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".

b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.

c. Remove and properly dispose of litter from roadside and median strips.

d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.

e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

FDOT Financial Project Number: 252473-2-78-01

County: Miami-Dade

FDOT Project Manager: Guy Gladson, P.E. 305-640-7197

CITY Project Manager: Robert Daniels, Interim City Manager

11N(136)

Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Mowing Small Machine (E104 4 3)	0.301	12	3.61	$ 245.00
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	$ 323.25
Landscape Maintenance (E580 3 2)	0.105	12	1.26	$ 449.49
Litter Removal (E110 30)	0.406	24	9.74	$ 299.00

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: $ 5,294.03

11N(137)

Exhibit "C"
City of North Bay Village's Resolution

To be herein incorporated once approved by the CITY Commission.

11N(138)

RESOLUTION NO. 2011-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)***

WHEREAS, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79th Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

WHEREAS, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

WHEREAS, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents ($5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79th Street Causeway.

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 hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

11N(139)

Section 2. Approval Agreement. The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved, a copy of which is attached hereto as Exhibit 1.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

Section 4. Execution of Agreement. The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

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

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	Yes
Vice Mayor Connie Leon-Kreps	Yes
Commissioner Eddie Lim	Yes
Commissioner Frank Rodriguez	Yes
Commissioner Paul Vogel	Absent

PASSED AND ADOPTED this 20th day of September, 2011.

Corina S. Esquijarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

11N(140)

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: Florida Department of Transportation Turf and Landscape Agreement/2011-2012

11N(141)

EXHIBIT "6"

INCIDENT REPORT FORM

CITY OF NORTH BAY VILLAGE
Public Works Department
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141
305-756-7171 Fax: 305-756-7722

Incident Report

Today's Date: **Time:**

Name:

Address:

Phone Number(s):

Date & Time of Incident:

Location of Incident:

Description of Incident:
(Be as detailed as possible with descriptions and attach pictures, if applicable)

-

Action Taken:

_____

_____

_____

Date: _____ **Time** _____

Staff Member: _____

11N(142)

EXHIBIT "7"

BATHROOM INSPECTION FORM

City of North Bay Village
Public Works Department
Bathroom Cleaning Checklist

Location: **Date** _____

If the bathroom is not in compliance, our staff will make necessary corrections. Initials of staff, date and time checked will be placed in the appropriate boxes. If you have any concerns with our restrooms, please contact us at 305-558-0382.

The following items must be checked every scheduled work day And more frequently as needed	4. Tissue is available (toilet & facial)
1. Approved liquid soap is available 2. Area/floors are clean and odor free 3. Lights are working	5. Paper towels are available 6. Trash emptied 7. Plumbing and fixtures are clean and working 8. Partitions/Walls are graffiti free and clean 9. Other Issues

	Time	Clean	If not in compliance, list # from the above list	Initials	COMMENTS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

[END OF DOCUMENT]

11N(143)

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: July 20, 2012

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

FROM: Dennis Kelly
City Manager

SUBJECT: Cone of Silence – RFP for Landscape Maintenance Services

---

The City has issued a Request for Proposals, RFP No. NBV 2012-01, for Landscape Maintenance Services. Please be advised that pursuant to Section 38.18 of the City Code, "Ethics Ordinance" a Cone of Silence is hereby imposed whereby any communications between any potential proposer, service provider, lobbyist or consultant and the City staff and elected officials pertaining to this RFP are prohibited.

Please, therefore, direct requests for information regarding this matter to the City Clerk, who will receive all requests in writing and provide responses.

Please govern yourself accordingly.

DK:/yph

Cc: Management Staff

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

PUBLIC NOTICE

The City has solicited Request for Proposals (RFP) for Landscape Maintenance Services. (RFP No. NBV 2012-01). Pursuant to Section 38.18(A) of the City's Ethics Ordinances, a "Cone of Silence" is hereby imposed. Accordingly, communication concerning the particular RFP between City staff, including the Mayor and Commissioners are prohibited, unless such communications are directed to the City Clerk in writing, until such time as the City Manager submits his written recommendation to the Commission.

11 N(145)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

CITY OF NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE
RFP NO. NBV 2012-01

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting proposals from qualified companies to perform landscape maintenance of public lands/right-of-ways of the City of North Bay Village, Florida.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Bid Package may be obtained at the City Administrative Offices, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 15, 2012 no later than 2:00 p.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

A Mandatory Pre-proposal Meeting will be held at 10:00 a.m. on August 1, 2012 at 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this bid at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC
City Clerk
(July 12, 2012)

11N(146)

ORCHIDMAN

CITY OF NORTH BAY VILLAGE

REQUEST FOR PROPOSALS

LANDSCAPE MAINTENANCE

RFP NO. NBV 2012-01

ORCHIDMAN LANDSCAPE ARTISANS, CORP.
JOSE G. PEREZ, DIRECTOR
3001 PONCE DE LEON BLVD., STE. 200
CORAL GABLES, FL 33134
O: (305) 448-2225
F: (305) 448-2331
jose@orchidmanlandscape.com

11N(147)

ORCHIDMAN

ORCHIDMAN LANDSCAPE ARTISANS, CORP.

OrchidMan Landscape Artisans, Corp. is a family enterprise led by Miami native José Perez. Headquartered in Coral Gables, OrchidMan Landscape has approximately 36 full-time employees who all reside in Miami-Dade County.

OrchidMan Landscape Artisans, Corp. provides high-quality landscape services to commercial and residential customers using the finest in Florida-grown native plants from local plant nurseries in Redland. OrchidMan Landscape currently provides landscaping services to upwards of 160 customers in Miami-Dade and Broward Counties. Its featured customers include the Village of Pinecrest, the Town of Golden Beach, the City of Pembroke Pines, the City of Key West, Miami-Dade County, the Reserve at Doral and One Arvida LLC, as well as numerous residential and commercial clients in South Florida.

11N(148)

ORCHIDMAN

CHAPTER I

LETTER OF INTENT

11 N(149)

3001 PONCE DE LEON BLVD SUITE 200 CORAL GABLES, FL 33134 | 305.448.2225 | WWW.ORCHIDMANLANDSCAPE.COM

ORCHIDMAN

August 14, 2012

To whom it may concern:

It is the intent of OrchidMan Landscape Artisans, Corp. to provide landscape maintenance services to the City of North Bay Village.

OrchidMan Landscape Artisans, Corp. is dedicated to provide second-to-none service to all of its customers. It shall be our duty to provide that same caliber of service to your city.

By submission of this proposal, OrchidMan Landscape Artisans, Corp. acknowledges that it has the personnel familiar with the scope of work described in the proposal documents. OrchidMan Landscape Artisans, Corp. will furnish all necessary labor, tools, equipment, etc., to maintain the designated areas in accordance with the proposal documents.

With expertise in the areas of mowing, weed-eating, edging, weed control, shrub and hedge trimming, tree trimming, irrigation services, litter and debris control, aeration, fertilization, and pest control, you can rest assured that OrchidMan Landscape Artisans, Corp. is sufficiently qualified to deliver these services timely and professionally.

These services will be provided in accordance with all federal, state, and local laws. This proposal shall remain valid for at least one hundred twenty (120) days.

It shall be the pleasure of OrchidMan Landscape Artisans, Corp. to service the North Bay Village.

Sincerely,

Jose G. Perez
Director
OrchidMan Landscape Artisans, Corp.

11 N(150)

3001 PONCE DE LEON BLVD SUITE 200 CORAL GABLES, FL 33134 | 305.448.2225 | WWW.ORCHIDMANLANDSCAPE.COM

ORCHIDMAN

CHAPTER 2

BID / PROPOSAL FORM

11N(151)

FORM 1
BID PROPOSAL NORTH BAY VILLAGE LANDSCAPE MAINTENANCE

The following Bid Proposal is presented to assist the City in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 2 for North Bay Village Landscape Maintenance of the Bid Documents (Detailed Specifications). Any additional services that are not included in the Contract shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

TOTAL BASE BID AMOUNT
$ Two hundred forty three thousand twenty seven 60/xx
(To include the initial three (3) year period, to be paid in 36 equal monthly installments.)

BID AMOUNT YEAR 1	**$** $74989.60
BID AMOUNT YEAR 2	**$** $82,940.00
BID AMOUNT YEAR 3	**$** $85,098.00
Cost for Optional Years 4 and 5	**$** $243,027.60 **per year**

SOD REPLACEMENT/INSTALLATION All prices are fully inclusive per section O of the detailed specifications.)

(a)	**Bermuda grass-419 Sod (per pallet)**	=$ $380.00
(b)	**Seashore Paspalum Sod (per pallet)**	=$ $385.00
(c)	**St. Augustine Sod (per pallet)**	=$ $295.00
(d)	**Zoysiagrass Sod (per pallet)**	=$ $350.00
(e)	**Bahia grass Sod (per pallet)**	=$ $185.00
(f)	**Seasonal Color (each)**	=$ $3.00
(g)	**Cypress Mulch (per cubic yards)**	=$ 52.12

EMERGENCY SERVICES (per hourly basis) **$ [Please attach price sheet for emergency service staff, vehicles, and equipment (during non-business hours).]**

1/N(152)

ADDITIONAL IRRIGATION INSTALLATION **$ [Please attach price sheet for material and labor costs.]**

DECORATIVE PLANT/ADDITIONAL TREE INSTALLATION **$[Please attach price sheet for available plant material and labor costs.]**

Taxpayer Identification Number: 26-3340922

BIDDER: OrchidMan Landscape Artisans, Corp.
(Company Name)

(Signature of Authorized Representative)

Jose G. Perez, Director
(Printed Name and Title)

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11N(153)

ORCHIDMAN

STATEMENT OF PROPOSAL

This proposal is priced with the intention of providing top-quality service to the City of North Bay Village at a reasonable price. The prices detailed in the proposal form are subject to include all those services which are clearly detailed in the specification documents. Those additional services shall be negotiated upon by both OrchidMan Landscape Artisans, Corp. and the City of North Bay Village for mutual agreement. Those services include emergency services, irrigation repairs, and installation of additional plant material, including with any service that is considered an accessory to the aforementioned services. Pricing for these services shall be furnished upon request by the City within seven (7) days. OrchidMan Landscape Artisans, Corp. looks forward to providing these services timely, professionally, and affordably to the City of North Bay Village.

11N(154)

ORCHIDMAN

CHAPTER 3

PROPOSER'S STATEMENT OF ORGANIZATION

11 N(155)

FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):
   OrchidMan Landscape Artisans, Corp.

   Principal Business Address:
   3001 Ponce de Leon Boulevard
   Suite 200
   Coral Gables, FL 33134

2. Principal Contact Person(s):
   Jose G. Perez, Director
   Miguel Hernandez, Operations Manager
   Steven M. Gonzalez, General Manager

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

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

Name	Address	Title
Alejandra C. Perez	3001 Ponce de Leon Blvd, Ste 200	President
Jose G. Perez	3001 Ponce de Leon Blvd, Ste 200	Director
Alberto J. Perez	3001 Ponce de Leon Blvd, Ste 200	Secretary

If a corporation, in what state incorporated: Florida

Date Incorporated: September (Month) 3 (Day) 2008 (Year)

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

11N(156)

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

Name	Address	Title
1. Santana's Lawn Sprinklers, Corp	5948 SW 42 Terr	Irrigation Technicians
2.		
3.		
4.		

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

1. Irrigation
2.
3.
4.

7. Licenses:

a. County or Municipal Occupational License No.
6602498-6
(Attach Copy)

b. Occupational License Classification:
Service Business

c. Occupational License Expiration Date:
Sept. 30, 2012

d. Social Security or Federal I.D. No:
26-3340922

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11N(157)

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 23

635759-4

RENEWAL

BUSINESS NAME/LOCATION
ORCHID MAN LANDSCAPE INC
OPERATING IN DADE COUNTY

RECEIPT NO. 662498-6

OWNER
ORCHID MAN LANDSCAPE INC

Sec. Type of Business
213 SERVICE BUSINESS
NOT A CONTRACTORS RECEIPT

EMPLOYEE/S
1

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

ORCHID MAN LANDSCAPE INC
ALEJANDRA C PEREZ
8525 SW 81 TERR
MIAMI FL 33143

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:
07/20/2011
60050000052
000075.00

1567

SEE OTHER SIDE

11 N(158)

ORCHIDMAN

CHAPTER 4

PERSONNEL

11N(159)

FORM 3
PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

A. Name & Title Jose G. Perez, Director

B. Years of Experience with:

This Firm: 4 years

With Other Similar Firms: 6 years

C. Education:

Degree(s) BA Finance, Florida International University
MBA Marketing, Florida International University

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications See attached

F. Attach applicable licenses for each individual performing services pursuant to this Contract. See attached

Miguel Baena, 1810 Coral Way, Miami, FL 33133, (305) 858-0784
Loren Matthews, 12645 Pinecrest Parkway, Pinecrest, FL 33156, (305) 284-0900
Mike Fernandez, 1 Arvida Parkway, Coral Gables, FL, 33156, (305) 461-1162

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11N(160)

ORCHIDMAN

LIST OF EMPLOYEES

Executive Board – Jose G. Perez, Director
Alejandra C. Perez, President
Alberto J. Perez, Secretary/Treasurer

Contract Administrator – Steven M. Gonzalez, General Manager

Billing Contact – Patricia Vallejo, Comptroller

Administrative Assistant – Cristina Kuck

Crew Supervisor – Miguel Hernandez, Operations Manager

Licensed Certified Arborist – Jim Solly

Licensed Pest/Herbicide Applicator – Sergio de Quesada

Maintenance Workers and Equipment Operators:
Catalino Ramos, Guillermo Huicosa, Camilo Ramos, Mario Santamaria, Lucio Diaz, Isaac Parapar, Claudio Astencio, Omerio Ortega, Cristobal Escobar, Elias Vazquez Escobar, Humberto Martinez, Rolando Sales Morales, Alberto Ramos, Saul Rovlero, David Vasquez, Isaias Pu, Eliseo Alcon-Castro, Augusto Lopez-Alcon, Tomas Martin-Lopez, Arturo Hernandez Suarez, Teodoro Carrillo-Juarez, Honorio Vicente, Vidal Perez, Miguel Angel Garcia, Armando Garcia Ramos, Angel Aguilar Mendez, Josue Santos, Gusmaro Reyes, Florenzo Chum

Irrigation Technicians – Santana's Lawn Sprinklers, Corp.

M.O.T. Certified Employee – Jose G. Perez, President

11N(161)

ORCHIDMAN

JOSE G. PEREZ

Jose G. Perez is the Director of OrchidMan Landscape Artisans, Corp. He has over ten years of professional experience in the landscape industry. In 2008, Mr. Perez formed OrchidMan Landscape Artisans, Corp., where his focus has consistently been on providing high-quality landscape services to commercial and residential properties in South Miami-Dade County while maintaining a personalized approach to meeting each customer's individual needs. OrchidMan Landscape Artisans, Corp. has grown to include approximately 36 full-time employees who are treated as extended members of the Perez family and live in South Dade.

A Miami native, Mr. Perez resides in Coral Gables with his wife and two children. He has a bachelor's degree in Finance from Florida International University in Miami. Along with his brother, he cofounded the ALS Recovery Fund which raises money for the University of Miami's Miller School of Medicine. Over the past ten years, the ALS Recovery Fund has raised over $2.3 million to aid research for Lou Gehrig's Disease.

11 N(162)

ORCHIDMAN

JIM SOLLY

Jim Solly is an International Society of Arboriculture certified arborist who resides in Miami, Florida. He frequently attends training sessions provided by the Florida Chapter ISA in an effort to stay abreast of the latest trends in arboriculture as well as pest and disease management in plants. He is also an active member of the Florida Chapter ISA. Mr. Solly's license number is FL-1095A.

11 N(163)

ORCHIDMAN

SERGIO DE QUESADA

Sergio de Quesada is a certified pest control and fertilization technician who resides in Southwest Miami-Dade County. Sergio has over 15 years experience and is knowledgeable in the field. He frequently attends training seminars to maintain his knowledge of the latest and most modern techniques in pest control and fertilization to make sure that lawns, trees, and shrubs are always looking their best. Mr. de Quesada's license number is JE95965.

11 N(164)

ORCHIDMAN

SANTANA'S LAWN SPRINKLERS, CORP.

OrchidMan Landscape Artisans, Corp. provides nothing, but top-quality service to all of its customers. In order to provide this quality of service, OrchidMan Landscape Artisans, Corp. uses Santana's Lawn Sprinklers, Corp. as its subcontractor for all irrigation needs.

Santana's Lawn Sprinklers, Corp. has been a local family business for over 25 years and has 4 employees on the field and a secretary on the inside. They have been serving the areas of Coral Gables, South Miami and all of Miami-Dade County bringing the best service at an arm's length reach. They provide all types of irrigation repairs in the yard and are masters in installing from the ground up. They are located right off the entrance of Coral Gables and will be quick to service with just a phone call. They are insured and are licensed by Miami-Dade County as a Specialty Plumbing Contractor.

11 N(165)

ORCHIDMAN

CHAPTER 5

EXPERIENCE

11 N(160)

FORM 4
REFERENCES

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

1. Name of Public Agency: Village of Pinecrest
   Address: 12645 Pinecrest Parkway
   Pinecrest, FL 33156

   Phone Number: (305) 284-0900
   Principal Contact Person(s): Loren Matthews

   Year Contract Initiated: 2011

2. Name of Public Agency: City of Pembroke Pines
   Address: 13975 Pembroke Road
   Pembroke Pines, FL 33027

   Phone Number: (954) 435-1061
   Principal Contact Person(s): Caroline Burgos

   Year Contract Initiated: 2011

3. Name of Public Agency: Town of Golden Beach
   Address: 1 Golden Beach Drive
   Golden Beach, FL 33160

   Phone Number: (305) 773-6255
   Principal Contact Person(s): Paul Abbott

   Year Contract Initiated: 2012

4. Name of Public Agency: City of Key West
   Address: 3126 Flagler Avenue
   Key West, FL 33041

   Phone Number: (305) 809-3943
   Principal Contact Person(s): Terrence K. Justice

   Year Contract Initiated: 2012

11 N(167)

FORM 4
REFERENCES
(CONTINUED)

5. Name of Public Agency: Miami-Dade County Public Library System
Address: 101 W Flagler Street
Miami, FL 33130

Phone Number: (305) 375-5051
Principal Contact Person(s): Leo Gomez

Year Contract Initiated: 2012

6. Name of Public Agency: The Reserve at Doral - East & West
Address: 7550 NW 107 Place
Doral, FL 33178

Phone Number: (305) 305-1094
Principal Contact Person(s): Jose Simpson

Year Contract Initiated: 2010

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11 N(168)

ORCHIDMAN

REFERENCES

Mr. Jose G. Perez and/or OrchidMan Landscape Artisans, Corp. have provided professional landscape services to the following satisfied customers over the past five years:

Village of Pinecrest
Loren Matthews
12645 Pinecrest Parkway
Pinecrest, FL 33156
(305) 284-0900

City of Pembroke Pines
Caroline Burgos
13975 Pembroke Road
Pembroke Pines, FL 33027
(954) 435-6501

Town of Golden Beach
Paul Abbott
1 Golden Beach Drive
Golden Beach, FL 33160
(305) 773-6255

City of Key West
Terrence K. Justice
3126 Flagler Avenue
Key West, FL 33041
(305) 809-3943

Miami-Dade County Public Libraries
Leo Gomez
101 West Flagler Street
Miami, FL 33130
(305) 375-5051

The Reserve at Doral – East & West
Jose Simpson
7550 NW 107th Place
Doral, FL 33178
(305) 305-1094

ONE ARVIDA, LLC

One Arvida LLC
Gerry Sigler
2 Alhambra Plaza, Suite 860
Miami, FL 33134
(305) 283-4811

11N(169)

ORCHIDMAN

TRADE REFERENCES

Santana's Lawn Sprinklers, Corp.
5948 SW 42nd Terrace
Miami, FL 33155
(305) 666-4674

Doug Ingram & Sons Nursery, LLC
16885 SW 288th Street
Homestead, FL 33030
(305) 245-6256

Fraga's Nursery, Inc.
12300 SW 46th Street
Miami, FL 33175
(305) 559-9555

U.S.A. Sod & Landscaping
11893 SW 56th Street
Miami, FL 33175
(305) 485-8422

Joe Blair Garden Supply, Inc.
320 NE 79th Street
Miami, FL 33138
(305) 757-5554

RF Orchids
28100 SW 182nd Avenue
Homestead, FL 33030
(305) 245-4570

11 N(170)

ORCHIDMAN

PROJECT HISTORY

Including, but not limited to:

ONE ARVIDA, LLC

One Arvida, LLC
One Arvida Parkway, Coral Gables, FL 33156
$290,000 – Landscape maintenance – 7 acres
January 2010 – present (Automatically renewed annually)

Village of Pinecrest – Parks & Recreation
12645 Pinecrest Parkway, Pinecrest, FL 33156
$1.4 million – Landscape maintenance of Village Parks
March 2011 – March 2016 (5 year contract)

Town of Golden Beach
1 Golden Beach Drive, Golden Beach, FL 33160
$250,000 - Landscape and irrigation maintenance
March 2012 – March 2015 (3 year contract)

City of Pembroke Pines
13975 Pembroke Road, Pembroke Pines, FL 33027
$400,000 - Charter Schools Grounds Maintenance
December 2011 – December 2013 (2 year contract)

City of Key West
3126 Flagler Avenue, Key West, FL 33041
$50,000 – Grounds Maintenance: Navy Mole
June 2012 – June 2013 (1 year contract)

Miami-Dade County Public Library System
101 West Flagler Street, Miami, FL 33130
$40,000 – Grounds Maintenance of Public Libraries
June 2012 – June 2013 (1 year contract)

The Reserve at Doral – East & West
7550 NW 107th Place, Doral, FL 33178
$210,000 - Grounds Maintenance – 53 acre HOA
January 2010 – present (Automatically renewed annually)

11 N(171)

ORCHIDMAN

CHAPTER 6

FINANCIAL STABILITY

11 N(172

OrchidMan Landscape Artisans, Corp.

AUDITED FINANCIAL STATEMENTS

December 31, 2011

11N (173)

CONTENTS

	PAGE
ACCOUNTANT'S AUDIT REPORT	1
FINANCIAL STATEMENTS	
Balance Sheet	2
Statement of Operations and Retained earnings	3
Statement of Cash Flows	4
Notes to Financial Statements	5-10

11N(174).

MEDINA & ASSOCIATES, P.A.
BUSINESS CONSULTANTS

3001 Ponce de Leon Blvd., Suite 101, Coral Gables, Florida 33134
Tel.: (305) 441-5889 Fax: (305) 441-5893

INDEPENDENT AUDITOR'S REPORT

Board of Directors, Stockholders,
Owners or Management of
OrchidMan Landsape Artisans, Corp.
Coral Gables, Fl 33134

We have audited the accompanying balance sheet of OrchidMan Landsape Artisans, Corp. (the "Company") as of December 31, 2011 and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in (the country where the report is issued). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2011, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in (the country where the report is issued).

Medina & Associates P.A.

February 17, 2012

11N(175)

OrchidMan Landscape Artisans, Corp
BALANCE SHEET
December 31, 2011

ASSETS

CURRENT ASSETS	
Cash	$ 172,899
Accounts Receivable (Net)	$ 381,837
TOTAL CURRENT ASSETS	$ 554,736
FIXED ASSETS (NET)	564,949
TOTAL ASSETS	$ 1,119,685

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES	
Accounts Payable and Accrued expenses	$ 125,243
Current portion of long-term debt	153,244
Credit line payable	90,847
TOTAL CURRENT LIABILITIES	$ 369,334
LONG TERM DEBT	309,081
STOCKHOLDER'S EQUITY	
Common Stock	100
Paid in Capital	28,990
Retained Earnings	412,180
TOTAL STOCKHOLDER'S EQUITY	$ 441,270
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 1,119,685

Read Accountants Report and Notes to these Financial Statements

11N(176)

OrchidMan Landscape Artisans, Corp.

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Year Ended December 31, 2011

REVENUES	$ 2,646,460
COST OF REVENUES	2,300,587
GROSS PROFIT	$ 345,873
GENERAL AND ADMINISTRATIVE EXPENSES	208,953
OPERATING INCOME	$ 136,920
RETAINED EARNINGS AT JANUARY 1, 2010	275,260
SHAREHOLDER DISTRIBUTIONS	-
RETAINED EARNINGS AT DECEMBER 31, 2011	$ 412,180

Read Accountants Report and Notes to these Financial Statements

11N(177)

OrchidMan Landscape Artisans, Corp.
Statement of Cash Flows
For the Year Ended December 31, 2011

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$	**136,920**
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation		165,817
Changes in operating assets and liabilities:		
(Increases) decreases in:		
Accounts Receivables		6,149
Increases (decreases) in:		
Accounts payable and accrued expenses		(5,524)
NET CASH USED IN OPERATING ACTIVITIES	$	**303,362**
CASH FLOWS USED IN INVESTING ACTIVITES		
Puchases of Fixed Assets (net)		(429,548)
CASH FLOWS PROVIDED FROM FINANCING ACTIVITIES		
Proceeds from loans		376,458
Principal repayments		(130,832)
NET INCREASE IN CASH AND CASH EQUIVALENTS		119,440
CASH AND CASH EQUIVALENTS AT JANUARY 1, 2011		53,459
CASH AND CASH EQUIVALENTS AT DECEMBER 31, 2011		172,899

Read Accountants Report and Notes to these Financial Statements

11 N(178)

NOTE 1 - NATURE OF OPERATIONS

Established in 2008, OrchidMan Landscape is a privately-held, fully integrated landscape company providing its residential, commercial and municipal client with maintenance, installation, fertilization and spray. Based in Coral Gables, FL, OrchidMan's focus is to place exceptional value on delivering complete customer satisfaction on all services offered. OrchidMan is committed to be responsive and proactive to its client's needs and requests.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

OrchidMan Landscape Artisans, Corp. was incorporate under the laws, of the State of Florida on September 3, 2008.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and also those that affect the reported revenues and expenses during the reported period. Actual results may differ from management's estimates.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for major improvements and additions are charged to the property and equipment accounts; while replacements, maintenance and repairs, which do not improve or extend the lives of the respective assets, are currently expensed.

11 N(179)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Depreciation

Depreciation of property and equipment is primarily determined using the straight-line method based on the estimated useful lives of the assets. Estimated useful lives of the assets are 5 years.

Long-Lived Assets

Long Lived Assets, such as a property and equipment, are reviewed on an ongoing basis for impairment based on comparison of carrying value against undiscounted future cash flows. If impairment is identified, the asset's carrying amounts are adjusted to fair market value. There were no such adjustments during the year.

Income Taxes

The Company is treated as an S- Corporation Federal and State Income Tax purposes and accordingly the tax effects of the Company's income or loss are passed through to the Shareholders.

Cash and Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid instruments purchased with a maturity of three months or less and certificates of deposit to be cash equivalents.

Revenue of Recognition

The Company recognized revenues on the date the contract requirements are fulfilled, which is generally the date of installation of equipment by the Company to the customer.

// N(180)

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Method of Accounting

The Company prepares its financial statements on the accrual basis of accounting recognizing revenues when earned and expenses when incurred.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts. These deposits may exceed the amount of insurance provided on such deposits. Generally these deposits may be redeemed upon demand and therefore, bear minimal risk.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately $ 3,000 for the year ended December 31, 2011.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable are uncollateralized customer obligations due to normal trade terms requiring payment within 30 days from the invoice date. Payments of trade accounts receivable are applied to the earliest unpaid invoices.

The carrying amount of accounts receivable is reduced by an allowance that reflects managements best estimate of the amounts that will not be collected. Management individually reviews all accounts receivable balances that exceed 90 days from invoice date and based on an assessment of current credit worthiness, estimates in portion, if any, of the balance that will not be collected.

11 N(181)

NOTE 3 - ACCOUNTS RECEIVABLE (Con't)

Accounts receivable consisted of the following:

Receivables as of December 31, 2011	$ 387,985
Allowance for doubtful accounts	< 0>
	$ 387,985

The Company did write off approximately $ 69,000 of receivables during the year ended 2011. The Company has not provided for any additional allowances for doubtful accounts and accounts receivable is deemed fairly stated as of December 31, 2011.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

Furniture, fixtures and equipment	$ 727,229
Less: accumulated depreciation and amortization	< 162,280 >
	$ 564,949

Depreciation for the year ended December 31, 2011was approximately $165,000.

11N(182)

NOTE 6- CREDIT LINE PAYABLE

The Company has a line of credit facility with a major bank in the amount of $ 150,000. The line bears and interest at 3.25 points over prime, is due on demand, secured by the company's assets and the shareholders. The total amount was outstanding as of December 31, 2011was approximately $90,000.

NOTE 7- LONG TERM DEBT

As of December 31, 2011, long-term debt consists of the following:

GMAC financing , effective interest rate at 0 %, payable in 60 monthly installments of $ 478, matures December 2014, secured by equipment.	$ 18,457
Isuzu Finance, effective rate of interest 8.9%, payable in 71 monthly installments of $ 1042, matures in December 2015	22,454
Ally Finance, effective rate of interest 0 %, payable in 60 monthly installments of $ 903, matures November 2015, secured by equipment.	29,241
Hitachi Finance, effective rate of interest 8.05, payable in 60 monthly installments of $ 994, matures December 2014, secured by equipment.	30,701
Isuzu Finance, effective interest rate of interest 7.5%, payable in 60 monthly installments of $ 930, matures July 2014, secured by equipment.	26,131
Hitachi Finance, effective interest rate of interest 7.60% payable In 48 monthly installments of 1,252, matures September 2016, Secured by equipment.	55,059
Ally Finance, effective rate of interest 4.3 %, payable in 60 monthly installments of $ 394, matures November 2016, secured by equipment.	20 ,023
Isuzu Finance, effective interest rate of interest 7.5%, payable in 60 monthly installments of $ 1,151, matures July 2016 secured by equipment.	82,633

11N(183)

NOTE 7- LONG TERM DEBT (Con't)

Isuzu Finance, effective interest rate of interest 7.9%, payable in 60 monthly installments of $ 1,479, matures July 2016, secured by equipment.	55,249
Southeast Toyota Finance, effective interest rate of interest 7.03%, Payable in 60 monthly installments of $ 429, matures July 2016, secured by equipment.	24,319
TCF Equipment Finance, effective interest rate of interest 8.10%, payable in 48 monthly installments of $ 562, matures July 2016, secured by equipment.	18,804
TCF Equipment Finance, effective interest rate of interest 8.11%, Payable in 48 monthly installments of $ 1,170, matures July 2016, secured by equipment	47,861.
Standard professional Svcs, effective interest rate of interest 21.49%, payable in 32 monthly installments of $ 439, matures July 2016, secured by equipment.	10,024
Padco Finance Swcs, effective interest rate of interest 19.85%, payable in 32 monthly installments of $ 1297, matures July 201, secured by equipment.	21,369
Total debt	$ 462,325
Less: Current maturities	(153,244)
Total long-term debt, net of current portion	$ 309,081

Principal maturities of long term-debt for the next 5 years are as follows:

2012	153,244
2013	140,949
2014	98,718
2015	66,543
2016	2,871

11N(184)

ORCHIDMAN

CHAPTER 7

PROPOSAL SECURITY (BID BOND)

11 N(185)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Orchidman Landscape Artisans, Corp.
3001 Ponce de Leon Blvd.
Coral Gables, FL 33134

SURETY:
(Name, legal status and principal place of business)

International Fidelity Insurance Company
One Newark Center
Newark, NJ 07102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of North Bay Village
1700 Kennedy Causeway, Ste 132
North Bay Village, FL 33141

BOND AMOUNT: Fifteen Thousand and 00/100

PROJECT:
(Name, location or address, and Project number, if any)

Landscape Maintenance, North Bay Village, FL.
NBV 2012-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of August, 2012

Steven Gonzalez
(Witness)

Orchidman Landscape Artisans, Corp.
(Principal) *(Seal)*

(Title)

(Witness)

International Fidelity Insurance Company
(Surety) *(Seal)*

(Title) Davor I. Mimica, Attorney-in-Fact & FL Res. Agent

Init.

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11 N(186)

ORCHIDMAN

CHAPTER 8

INSURANCE REQUIREMENT

11 N(187)

ORCHI-2 OP ID: BD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/31/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BROWN & BROWN OF FLORIDA INC
14900 NW 79th Court Suite#200
Miami Lakes, FL 33016-5869
Fausto Alvarez
305-364-7800
305-714-4401

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : St Paul Fire & Marine Ins Co	24767
INSURER B : The Phoenix Insurance Company	25623
INSURER C : Technology Insurance Co, Inc	42376
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Orchid Man Landscape Artisans, Inc; Bush Doctor Services LLC
Orchid Man Farms, LLC
3001 Ponce De Leon Blvd, #200
Coral Gables, FL 33134

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		ZGL14R734691247	06/07/12	06/07/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	Included
							Emp Ben.	$	1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA0C00569412GRP	06/07/12	06/07/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							COMP/COLL DED	$	1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP14R736911247	06/07/12	06/07/13	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3305228	02/24/12	02/24/13	X WC STATU-TORY LIMITS X OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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11N(188)

ORCHIDMAN

CHAPTER 9

PROPOSER'S NON-COLLUSION CERTIFICATION

11N(189)

FORM 5
NON-COLLUSION AFFIDAVIT

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

1. He/She is Director of OrchidMan Landscape, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of North Bay Village, Florida, or any person interested in the proposed Contract; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Jose G. Perez
Print Name

Director
Title

8/14/2012
Date

11N(190)

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.

NOTARY PUBLIC

My Commission Expires:

Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
www.AaronNotary.com

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1/N(191)

ORCHIDMAN

CHAPTER 10

DRUG-FREE WORKPLACE

11N(192)

FORM 6
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that OrchidMan Landscape does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue ink only)

Jose G. Perez
Print Name

Director
Title

8/14/2012
Date

//N(193)

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.

NOTARY PUBLIC

My Commission Expires:

Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.com

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11 N(194)

ORCHIDMAN

CHAPTER 11

ADDENDA

11N(195)

FORM 7
ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	8/10/2012	Jose G. Perez	Director	
2	8/13/2012	Jose G. Perez	Director	

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11 N(196)

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
ADDENDUM NO. 1

Issued: August 10, 2012

Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01

Notice to all proposers:

1) Is Bermuda Grass installed.
   Not currently installed.

2) Total Timers and rain sensors?
   Timers = 12
   Sensors = 2

3) Number of mowing cuts?
   Every two weeks = 26 cuts per year.

4) Prefabricated bathroom and storage for Dr. Vogel Park is attached (2 6 12 Dr Paul Vogel FP.pdf).

   Two pic-nick shelters to be added at Dr. Vogel Park is attached (2-Post_Hipped_Mini_04.jpg). 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating. Frame: Regal White Metal Roof: Regal Blue. Picture of existing shelter is also attached for color reference of the two picnic shelters (ExistingShelter.jpg).

5) Total approximate measurements of Type F curb and gutter, sidewalk, concrete crosswalks, brick pavers attached in spreadsheet RFPMeasurements.pdf

6) Existing Landscape Contract amount: $80,000.

7) Color Exhibits attached (EXHIBITS_in_Color.pdf).

8) Right-of-Way boundaries for North Bay/Harbor Island attached (RW_North_Bay_Harbor_Island.pdf).

9) Plantings used at the new Causeway Beautification Project in North Bay and Harbor Island see attachment in 11x17 paper size (CausewayPlantings.pdf).

10) There is no irrigation on:
Harbor Island bulb outs
The Causeway ceramic pots along the flat bridge between North Bay Island and Treasure Island
The Treasure Island bulb outs.

11) On Page 48, Paragraph 4.4.6 Financial Stability, would it be appropriate to include a balance sheet or financial statements as opposed to a statement not to exceed one page in length?

Yes.

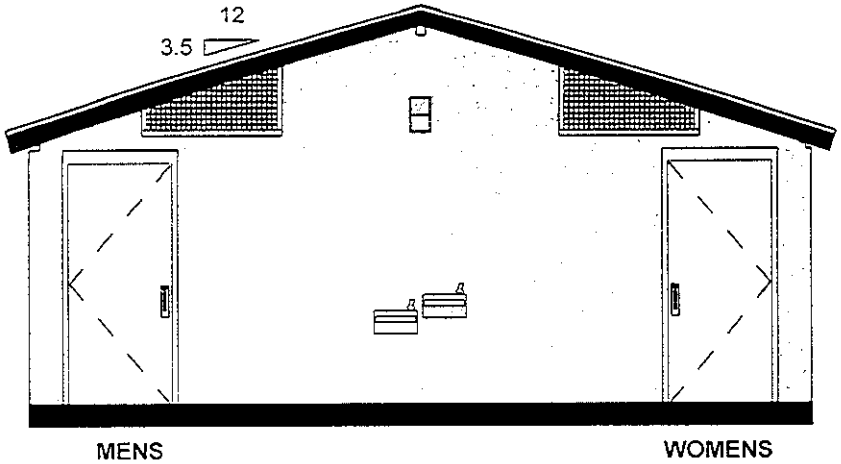
Issued by: City of North Bay Village

PROOF OF RECEIPT

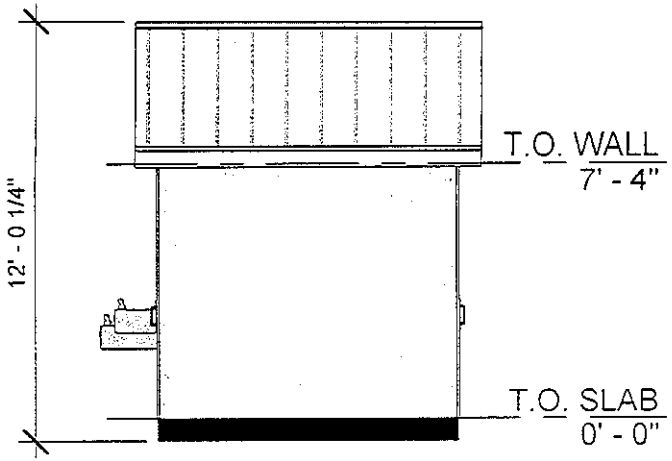
Recipient Signature:
Print Name: Jorge Perez
Firm: OrchidMan Landscape Artisans, Corp.
Date: 8/10/2012

SUBMIT WITH RFP RESPONSE

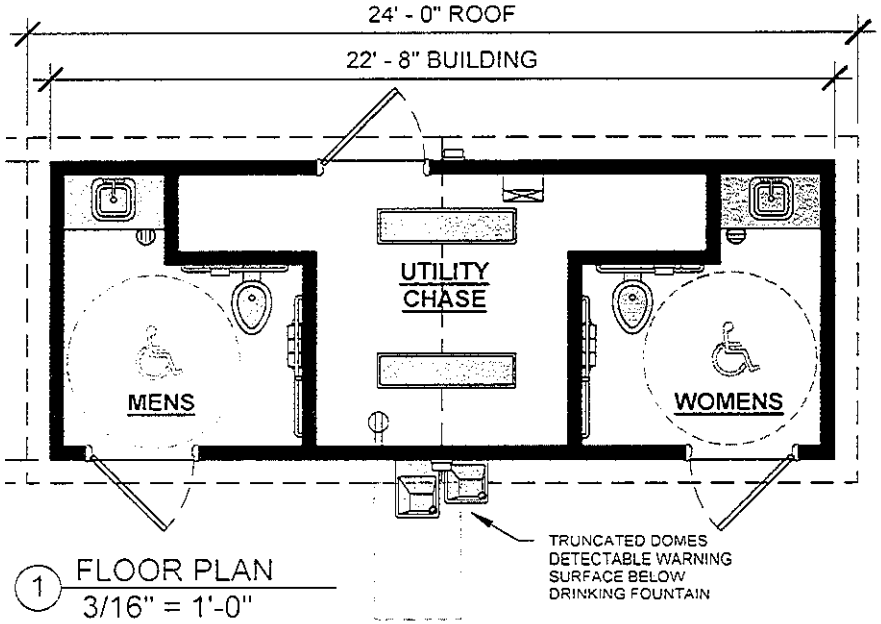
11N(198)



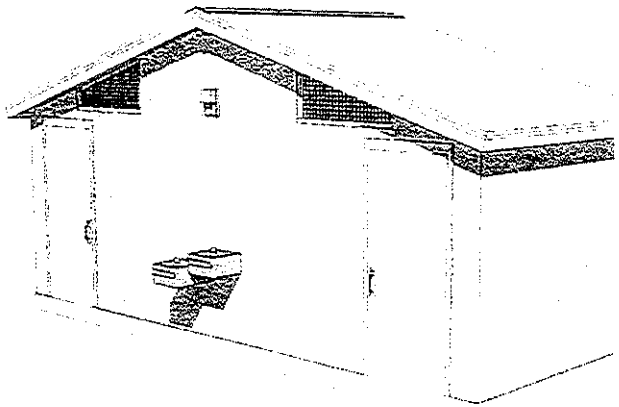
2 FRONT ELEVATION
3/16" = 1'-0"



3 RIGHT ELEVATION
3/16" = 1'-0"



1 FLOOR PLAN
3/16" = 1'-0"



4 PERSPECTIVE

REVISION BY: PEF	REVISION DATE: 2/3/12

PUBLIC RESTROOM COMPANY
...r Places To Go.™

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BUILDING TYPE: **RESTROOM BUILDING** **OPT. B**

PROJECT: **DR. PAUL VOGEL COMMUNITY PARK**
NORTH BAY VILLAGE, FL

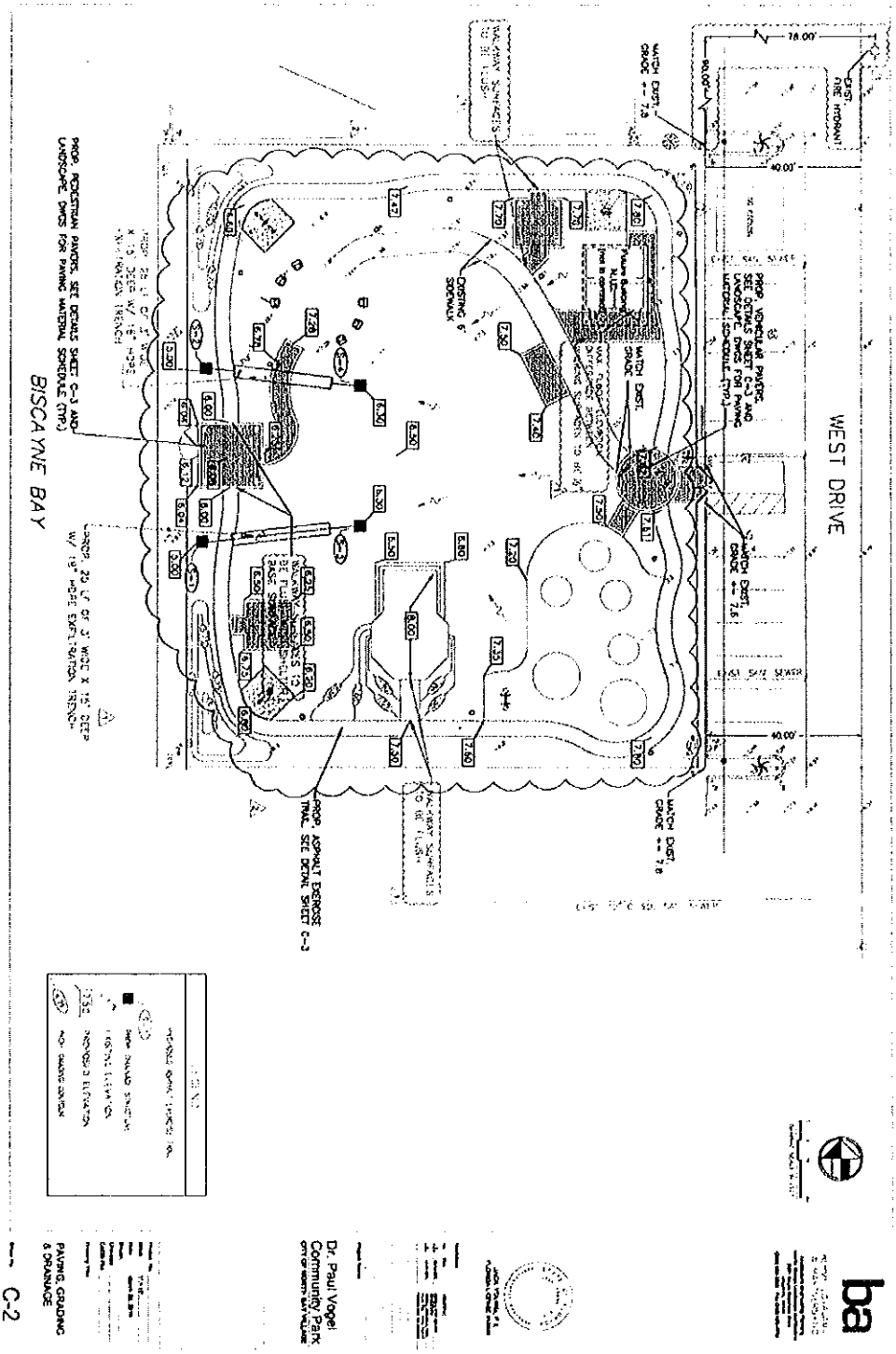
DATE: 12/19/2
PROJECT #: 8
MAXIMUM PERS(

...o | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

11N(199)

DR. PAUL VOGEL COMMUNITY PARK, 7920 WEST DR.



1/N(200)

PHILLIP J. SCHONBERGER PARK & PUBLIC WORKS YARD,
1851 GALLEON ST.

11N(201)

MUNICIPAL PARKING LOT,
LOCATED BETWEEN 1735 NORTH TREASURE DR AND 7557 MUTINY AVE.

11N(202)

MUNICIPAL COMPLEX LOT,
7903 EAST DR.

11 N(203)

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH BAY VILLAGE.

[NEXT 13 PAGES]

11N(204)

CONTRACT # AQE94

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITYOF NORTH BAY VILLAGE

This Agreement, is made and entered into this 30th day of September, 2011, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252473-2-78-01**, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

11N(205)

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.

b. The CITY:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and

ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.

d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.

e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.

f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".

g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.

h. The CITY shall not be responsible for the clean-up, removal and disposal of

11 N(206)

debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

3. FINANCIAL PROVISIONS

a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS ($5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.

b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.

c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:

i. Mowing Small Machine

ii. Edging & Sweeping

iii. Landscape Maintenance

iv. Litter Removal

d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.

f. Travel costs will not be reimbursed.

g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

11N(207)

working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

k. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year."

11N(208)

l. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. COMMUNICATIONS

a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail , return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To CITY: City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert Daniels, Interim City Manager

5. INVOICING

a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.

i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing it work for a period of one (1) month or longer.

c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

11N(209)

responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or

b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.

b. As mutually agreed by both parties.

c. In accordance with Section **287.058(1)(c)**, F.S., the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

11N(210)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF NORTH BAY VILLAGE:

BY: _____
CITY MAYOR

ATTEST: _____
(SEAL) CITY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

_____
CITY ATTORNEY

_____
DISTRICT CHIEF COUNSEL

11N(211)

Exhibit "A"
Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".

b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.

c. Remove and properly dispose of litter from roadside and median strips.

d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.

e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

FDOT Financial Project Number: 252473-2-78-01

County: Miami-Dade

FDOT Project Manager: Guy Gladson, P.E. 305-640-7197

CITY Project Manager: Robert Daniels, Interim City Manager

11N(212)

Exhibit "B"
Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

STATE ROAD	ROAD NAME	FROM	TO
934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Item Description	Quantity (AC)	# Cycles	Total Agreement (AC)	D6 AVG PRICE (1 yr)	D6 TOTAL (1 yr)
Mowing Small Machine (E104 4 3)	0.301	12	3.61	$ 245.00	$ 884.45
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	$ 323.25	$ 1,930.96
Landscape Maintenance (E580 3 2)	0.105	12	1.26	$ 449.49	$ 566.36
Litter Removal (E110 30)	0.406	24	9.74	$ 299.00	$ 2,912.26
[redacted]					$ 5,294.03

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: $ 5,294.03

11 N(213)

Exhibit "C"
City of North Bay Village's Resolution

To be herein incorporated once approved by the CITY Commission.

11 N(214)

RESOLUTION NO. 2011-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)*

WHEREAS, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79th Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

WHEREAS, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

WHEREAS, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents ($5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79th Street Causeway.

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 hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

11N(215)

Section 2. **Approval Agreement.** The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved, a copy of which is attached hereto as Exhibit 1.

Section 3. **Authorization of City Officials.** The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

Section 4. **Execution of Agreement.** The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

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

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	Yes
Vice Mayor Connie Leon-Kreps	Yes
Commissioner Eddie Lim	Yes
Commissioner Frank Rodriguez	Yes
Commissioner Paul Vogel	Absent

PASSED AND ADOPTED this 20th day of September, 2011.

Corina S. Esquijarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

11N(216)

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: Florida Department of Transportation Turf and Landscape Agreement/2011-2012

11N(217)

EXHIBIT "6"

INCIDENT REPORT FORM

CITY OF NORTH BAY VILLAGE
Public Works Department
1700 Kennedy Causeway, Suite 132
North Bay Village, Florida 33141
305-756-7171 Fax: 305-756-7722

Incident Report

Today's Date: Time:

Name:

Address:

Phone Number(s):

Date & Time of Incident:

Location of Incident:

Description of Incident:
(Be as detailed as possible with descriptions and attach pictures, if applicable)

Action Taken:

_____

_____

_____

Date: _____ Time _____

Staff Member: _____

11N(218)

EXHIBIT "7"

BATHROOM INSPECTION FORM

City of North Bay Village

Public Works Department

Bathroom Cleaning Checklist

Location: Date _____

If the bathroom is not in compliance, our staff will make necessary corrections. Initials of staff, date and time checked will be placed in the appropriate boxes. If you have any concerns with our restrooms, please contact us at 305-558-0382.

The following items must be checked every scheduled work day And more frequently as needed	4. Tissue is available (toilet & facial) 5. Paper towels are available 6. Trash emptied 7. Plumbing and fixtures are clean and working 8. Partitions/Walls are graffiti free and clean 9. Other Issues
1. Approved liquid soap is available 2. Area/floors are clean and odor free 3. Lights are working	

	Time	Clean	If not in compliance, list # from the above list	Initials	COMMENTS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

11 N(219)

	Length ft	Width ft	Area sf
Type F curb and gutter/driveway	178524	2	357048
5 foot wide Sidewalk	178524	5	892620
7 foot wide Sidewalk	2068	7	14476
Concrete Color Crosswalk	514	10	5140
Brick Paver Crosswalk	4532	5	22660

11N(220)

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
ADDENDUM NO. 2

Issued: August 13, 2012

Subject: Request for Proposals
Landscape Maintenance Services
RFP No. NBV 2012-01

Notice to all proposers:

Issued by: City of North Bay Village

The deadline for submittal of the RFP has been extended.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 17, 2012 no later than 3:00 p.m. local time at which time they will be publicly opened.

PROOF OF RECEIPT

Recipient Signature:
Print Name: Jose G. Perez
Firm: Orchid Man Landscape Artisans, Corp.
Date: 8/13/2012

SUBMIT WITH RFP RESPONSE

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

11N(221)

ORCHIDMAN

CHAPTER 12

INDEPENDENCE AFFIDAVIT

11N(222)

FORM 8
INDEPENDENCE AFFIDAVIT

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

1. He/She is Director of OrchidMan Landscape the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

   (b) Additionally, the Proposer agrees and understands that Proposer shall give the City written notice of any other relationships professional, financial or otherwise that Proposer enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

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

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

Signature (Blue ink only)

Jose G. Perez
Print Name

Director
Title

8/14/2012
Date

[Acknowledgment on following page.]

11N(223)

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.

NOTARY PUBLIC

My Commission Expires:

Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.com

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11N(223)

ORCHIDMAN

CHAPTER 13

METHODOLOGY / APPROACH TO PROVIDING SERVICES

11 N(224)

ORCHIDMAN

METHODOLOGY / APPROACH TO PROVIDING SERVICES

OrchidMan Landscape Artisans, Corp. shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete landscape maintenance of the parks and public lands/rights-of-way of the City of North Bay Village.

OrchidMan Landscape Artisans, Corp. has designated Jose G. Perez, Director, as "City Maintenance Manager" and Miguel Hernandez, Operations Manager, to serve as his assistant. They shall be responsible for all the work to be performed. Jose G. Perez, Director, is currently a member in good standing with the International Society of Arboriculture and we currently employ the services of Jim Solly, who is a certified arborist. Perez and Hernandez will together serve as the point of contact between OrchidMan Landscape Artisans, Corp. and the City of North Bay Village. They shall adhere to Section 2, Subsection 1, Paragraph A in the proposal documents.

OrchidMan Landscape Artisans, Corp. currently has approximately 36 full-time employees, which is a sufficient number of staff to complete the maintenance and support duties of the City of North Bay Village. All staff members will adhere to Section 2, Subsection 1, Paragraph B in the proposal documents.

OrchidMan Landscape Artisans, Corp. will retrieve and dispose of all litter and debris in the city's parks and rights-of-way on the days lawn maintenance is performed. Litter and debris will be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or properties.

It shall be the responsibility of OrchidMan Landscape Artisans, Corp. to maintain the city's facilities clean and to follow Section 2, Subsection 1, Paragraph D in the proposal documents. This obligation is also extended to tracks, sidewalks, and play equipment, as noted in Section 2, Subsection 1, Paragraphs E and F in the proposal documents.

OrchidMan Landscape Artisans, Corp. shall also be responsible for turf maintenance and mowing and shall perform these services cautiously and professionally ensuring that the City receives the same high caliber service that any other customer of OrchidMan Landscape Artisans, Corp. This obligation is also extended to edging, clean-up, and maintenance of shrubs and trees.

Bush Doctor Services, LLC is the affiliate of OrchidMan Landscape Artisans, Corp. charged with fertilization, pest and disease management, as well as herbicide and fungicide applications. We are certain that we have the most knowledgeable technicians and operators in the industry to

11N(225)

ORCHIDMAN

METHODOLOGY / APPROACH TO PROVIDING SERVICES (CONTINUED)

ensure that the city's lawn is always looking lush and beautiful. Bush Doctor technicians will adhere to Section 2, Subsection 1, Paragraphs K, L, M, and N in the proposal documents.

Turf renovation and replacement may have to be done during OrchidMan Landscape Artisans, Corp.'s tenure with the City of North Bay Village, but only after all measures of turf preservation have been exhausted. If this is to occur, OrchidMan Landscape Artisans, Corp. will identify, report, and price to the City's Representative any sod renovation work that will be needed.

OrchidMan Landscape Artisans, Corp. provides irrigation maintenance through its subcontractor, Santana's Lawn Sprinklers, Corp. Santana's Lawn Sprinklers, Corp. has very capable technicians to provide high quality service to the City of North Bay Village. Their technicians will be responsible for the operation and maintenance of the City's irrigation systems and for setting and adjusting the time clocks and rain sensors to ensure proper watering of all plant material and turf in the landscape. They shall also be responsible for the labor, materials, and supervision to make all irrigation repairs to the lateral lines, risers, sprinkler heads, timers, sensors, and all other repairs required to keep the system operating. They will also be responsible for complying with Section 2, Subsection 1, Paragraph P of the proposal documents.

OrchidMan Landscape Artisans, Corp. will provide emergency services to the City of North Bay Village during non-business hours. If a landscaping emergency occurs during non-business hours, please call (786) 271-0332. The city's call will be returned within two (2) hours. These emergencies include, but are not limited to: fallen trees, dangerous items found at the parks, city property, and rights-of-way, or any other conditions which the City Manager or his designee determine need immediate action.

Additional services may be provided by OrchidMan Landscape Artisans, Corp. at the expense of the city and under the approval of the City Manager.

11N(226)

ORCHIDMAN

CHAPTER 14

CERTIFICATION TO ACCURACY OF PROPOSAL

11N(227)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

1. He/She is Director of OrchidMan Landscape the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

11N(228)

FORM 9
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

_____
Signature (Blue ink only)

Jose G. Perez
Print Name

Director
Title

8/14/2012
Date

Witness my hand and official notary seal/stamp at Coral Gables, FL the day and year written above

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of August, 2012.

_____
NOTARY PUBLIC

My Commission Expires: Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.com

11N(229)

ORCHIDMAN

CHAPTER 15

CERTIFICATIONS

//N(230)

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CERTIFICATIONS

Jose G. Perez and/or OrchidMan Landscape have the following certifications:

State of Florida
Minority, Women, & Florida Veteran Business Certification
Exp. Date: 06/14/2014

Miami-Dade County
Micro/Small Business Enterprise
Cert. No.: 13878 Exp. Date: 06/30/2015

South Florida Water Management District
Small Business Enterprise
Exp. Date: 05/20/2014

Broward County and South Florida Water Management District
Know The Flow Course
Course completed on: May 17, 2011

Florida Department of Environmental Protection and the University of Florida Institute of Food and Agricultural Sciences
Florida Green Industries Best Management Practice Training
Certificate #: GV16244-1 Trainee ID #: GV16244 Date of Class: 11/15/2011

Florida International University
Maintenance of Traffic Advanced Level Training
FDOT Course No. BT-05-0079 taken on February 3rd, 2012

International Society of Arboriculture
2012 Member
Member #: 194216

11N(231)

State of Florida

Minority, Women & Florida Veteran Business Certification

OrchidMan Landscape Artisans, Corp.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

06/14/2012 to 06/14/2014

DEPARTMENT OF MANAGEMENT SERVICES

Scott Stewart, Interim Secretary
Florida Department of Management Services

Office of Supplier Diversity
OSD
State of Florida

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • (850) 487-0915 • www.osd.dms.state.fl.us

IIN(232)

MIAMI-DADE COUNTY
miamidade.gov

Sustainability, Planning and Economic Enhancement Department
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 13878
Approval Date: 06/19/2012 - MICRO/SBE
Expiration Date: 06/30/2015

ANNUAL ANNIVERSARY: 06/19/2013

June 19, 2012

Mr. Jose Perez
ORCHIDMAN LANDSCAPE ARTISANS, CORP.
3001 Ponce De Leon Blvd, Suite 200
Coral Gables, FL 33134-0000

Dear Mr. Perez:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Micro/Small Business Enterprise (MICRO/SBE) in accordance with section 2-8.1.1.1.1 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SPEED website http://www.miamidade.gov/sba .

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
ATHLETIC FIELD MAINTENANCE (MICRO/SBE)
GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC. (MICRO/SBE)
LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING, ETC., BUT NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES) (MICRO/SBE)
TREE TRIMMING AND PRUNING SERVICES (MICRO/SBE)
WEED AND VEGETATION CONTROL (INCLUDING AQUATIC WEED CONTROL) (MICRO/SBE)

I/N(233)

Mr. Perez
ORCHIDMAN LANDSCAPE ARTISANS, CORP.
June 19, 2012
Cert No: 13878

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
TREE AND SHRUB REMOVAL SERVICES (MICRO/SBE)

c: Keva Pace, Certification Specialist
Veronica Clark, SPEED, SBD

11 N(234)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.118527

May 20, 2011

Mr. Jose G. Perez, President
Orchid Man Landscape Artisans, Corp.
2901 Ponce de Leon Blvd.
Coral Gables, FL 33134

CERTIFICATION EXPIRATION DATE:
May 20, 2014

Dear Mr. Jose:

The South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Lawn and Maintenance Landscaping

Your submittal of bids or proposals to supply other products or services outside of this specialty(s) will not count toward SBE participation. If you require certification in other areas of specialty, please contact the Procurement Department, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested within 45 days prior to the above expiration date.

If any changes occur within your company during the certification period (such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status), you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's solicitation database. Upon requesting or downloading a bid or proposal package your firm must respond by submitting a bid or proposal or submit a *Statement of No Response* form. This is very important, for failure to respond to three (3) solicitations will result in your company being removed from the District's solicitation database.

Sincerely,

Sandra Hammerstein

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Department

SH/jcs

11 N(235)

CERTIFICATE OF COURSE COMPLETION
KNOW ~ THE ~ FLOW

This certificate is awarded to

Jose G. Perez

May 17, 2011

Tammy Y Moore
Instructor

Instructor

Instructor

Diana Lindsey
Instructor

BROWARD COUNTY FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

11 N(236)

UF UNIVERSITY of FLORIDA
IFAS Extension

FLORIDA

GV16244-1
Certificate #

GV16244
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Jose G. Perez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	H. Mayer	11/15/2011	Kristine P. Jones

Not valid without seal

11N(237)

FLORIDA INTERNATIONAL UNIVERSITY

Safety Training Certificate of Completion

This is to certify that

Jose Perez

has satisfactorily completed the

Maintenance of Traffic Advanced Level Training

FDOT Course No. BT-05-0079 on this date: February 3, 2012

Refresher Date: February 3, 2016

Safety Training Instructor

CT3 Director, Provider # 119

(832)NII

2012 Member

Jose Perez

194216

International Society of Arboriculture

11N(239)

Staff Report
Reconsideration of Variance Request #5

Prepared for: *The City of North Bay Village City Commission*

Applicant: *ZF Development, LLC*

Request: *Variance #5*
Variance to Minimum Street Front Setback

La Rue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366
Serving Florida Local Governments Since 1988

12A(1)

General Information

Owner/Applicant:	**ZF Development, LLC**
Applicant Address:	200 East Broward Blvd, Suite 1200 Fort Lauderdale, FL 33301
Site Address:	8000 West Drive
Contact Person:	Neisen O. Kasdin
Applicant/Contact Phone Number:	305-374-5600
E-mail Address	neisen.kasdin@akerman.com

	Existing	**Proposed**
Future Land Use Map Classification	High Density Multi-Family Residential	High Density Multi-Family Residential
Zoning District	RM-70	RM-70
Use of Property	Vacant	Multi-family residential
Acreage (per survey and site plan)	4.41 ac.	4.41 ac.

Legal Description of Subject Property

ALL OF TRACT 'C', ACCORDING TO THE PLAT OF HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, PAGE 72,OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA CONTAINING 192,064 SQUARE FEET (4.409 ACRES), MORE OR LESS.

Requested Variance

Requested Variance: "A variance waiving the 25 foot minimum required front setback along West Drive, to place a portion of the building's pedestal 11 feet and 10 inches from the property line."

Note: Actually, the site plan as submitted will require a variance to allow portions of the front of the building to extend such that the front yard will be just under the required 25 feet along part of the frontage to as little as 11'—10" at the building's closest point to the property line.

Required Findings

The Sec. 152.097(B) and (C) requires that in order to authorize, recommend or grant any variance, the reviewing body(ies) must make an affirmative finding with respect to the criteria listed below. For ease of review, each of the criteria contained in subparagraphs (B)(1) through (B)(3) have been separated into their component parts, as follows:

(1)a. That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

Staff Comments: It is true that there is only one other property in the City that is located on a cul-de-sac and this property (1900 South Treasure Dr.) also lies in the RM-70 Zoning District. Therefore, this condition is peculiar to the subject property and is not generally applicable to other lands in the RM-70 zoning district. However, the uniqueness of the cul-de-sac creates a positive design potential not a negative one. The fact remains that the property is over 500' in length which also is a feature that makes it more doable for the building design to incorporate a minimal 25' front setback.

(1)b. that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property;

Staff Comments: It is our understanding that cul-de-sac providing access to the property was not created by any person having an interest in the property. The unique length of the parcel also was not created by the applicant or any person having an interest in the property.

(1)c. and that the strict application of the provisions of this chapter would (or would not) deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would (or would not) involve an unnecessary hardship for the applicant.

Staff Comments: The portion of the building that is presently infringing upon the required 25-foot setback involves about 50 feet of the width of a building. The building is about 270 feet wide. The major violation of the setback involves a depth of about 13 feet on the first two floors. This is the front of the internet café/lounge. Eliminating the infringement would involve a few hundred square feet of the ground and second floor areas on a building that includes about 300,000 square feet of residential space and associated amenities. Above the second floor it appears that front of the eastern portion of unit "B-3 HYB.-A" on

floors three through eight may extend up to two feet into the setback. Requiring the Applicant to undertake these or other changes necessary to meet the code does not deprive the applicant of reasonable use of the land. It should be remembered this is a parcel over 500' deep consisting of 4.45 acres. This parcel provides ample flexibility to design a project that meets the modest front setback requirement, even despite the 52' setback required along the west shore line.

Moving the building back perhaps two feet and reducing the amenities areas by a few hundred square feet or otherwise modifying the site plan to meet the 25-foot setback requirement would not deprive the applicant of reasonable use of the land. In addition, it is hard to see how these minor losses in square footage or design or modification of the locations of certain elements of the design constitute a hardship. They may be unpalatable, more costly or reduce the economic return of the project, but these factors do not constitute an unnecessary hardship.

(2)a. That granting the variance requested will not (or will) confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district;

Staff Comments: While there are no other properties along West Drive that have similarly shaped frontage, there is another property in the RM-70 District – 1900 South Treasure Drive that fronts on a cul-de-sac. It is our opinion that granting the requested setback variance would confer on the applicant a special privilege that is denied to other lands in the RM-70 zoning district. Ignoring the nonrestrictive setback of 25' because of a cul-de-sac is granting a special privilege.

(2)b. and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

Staff Comments: We do not believe any variance to the front street setback is necessary to make possible the reasonable use of the land. Refer to our response to item (1)C. The Applicant's reference that the code "requires buildings to maintain distinctive form and design" is actually more general and not limited to the front of the building. Specifically Sec. 155.08C which reads as follows:"Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition." We believe distinctive form can be achieved without the requested variance.

(3) That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Staff Comments: We do not believe that the granting of the variance will not be in harmony with the general intent of Chapter 152, but rather that the request does not meet certain aspects of the very specific requirements for granting a variance. Furthermore, the granting of the variance may not be injurious to the neighborhood or otherwise detrimental to the public welfare.

The City's LDC contains the same criteria in Sec. 2.7.6 as discussed above except they are numbered (1) through (6). The LDC also includes a seventh criterion which reads as follows:

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Staff Comments: We cannot state that the Applicant has based this variance request exclusively to reduce the cost of development, but it seems to be a factor in the Applicant's decision not to meet the front setback requirements. A variance cannot be granted for cost reasons alone.

Recommendations

Staff finds that the requested variance does not meet the requirements of Sec. 152.097 (C) in that the materials submitted do not adequately allow for an affirmative finding on each of the criteria contained in 152.097(B) as specifically identified by the foregoing Staff Comments labeled (1)c, (2)a, and (2)b. Consequently, Staff recommends **denial** of the requested variance to allow less than the required 25-foot setback from property line abutting the cul-de-sac along West Drive.

Submitted by:
James L. LaRue
James L. LaRue, AICP
Planning Consultant

September 4, 2012

Hearing: City Commission, September 11, 2012

Akerman

Neisen O. Kasdin

Akerman Senterfitt
One Southeast Third Avenue
Suite 2500
Miami, FL 33131-1714
Tel: 305.374.5600
Fax: 305.374.5095

June 15, 2012

VIA HAND DELIVERY

Honorable Mayor Connie Leon-Kreps & Members of the City Commission
City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village, FL 33141

RE: Blu – Revised Letter of Intent

Dear Mayor Kreps and Members of the City Commission:

Our firm represents ZF Development, LLC (the "Applicant"), the developer of the parcel located at 8000 West Drive (the "Property").[1] The Property is a 4.47± acre site located on the northwest portion of Harbor Island. The Applicant proposes to construct a 285-unit luxury rental apartment development on the Property (the "Proposed Project").

On July 27, 2004, the City Commission approved a site plan application for the Property (the "Prior Project"). The approval is still a valid development order by way of extensions granted through the City Code and state law. The Prior Project proposed two 21-story residential buildings (approximately 213 feet tall), with 285 residential dwelling units and approximately 842,113 gross square feet. The requested site plan for the Proposed Project will supersede and replace the Prior Project.

The Proposed Project is consistent with the City of North Bay Village Code of Ordinances (the "City Code"), Consolidated Land Development Regulations (the "Land Development Regulations") and Comprehensive Plan. The Property lies within an RM-70 zoning district and has a future land use designation of Residential Multi-Family High Density. The RM-70 zoning district allows structures up to a height of 150 feet, or fifteen (15) stories. While several buildings along West Drive and throughout North Bay Village reach heights between ten (10) and fifteen (15)

[1] Under Section 152.095 of the City of North Bay Village Code of Ordinances, an application may be filed by a party with written permission of the present owner. A copy of the authorization by the current property owner, Casa Marina Development LLC, is attached to the public hearing application filed herein.

stories, the Proposed Project contemplates an 8-story residential building (approximately 112 feet tall) and a 4-story parking garage. The reduced height and careful layout of the Proposed Project will improve the character of Harbor Island while preserving northern views of Biscayne Bay to many of the existing buildings on West Drive. Further, by implementing stepped forms along all frontages and incorporating distinctive roof lines, the Proposed Project will greatly enhance the City's visual impact along Biscayne Bay.

Site Plan Review Criteria

Section 152.105(C)(9) of the City Code establishes four (4) criteria by which site plans shall be judged against. The four criteria are listed below in bold type, with our response below.

(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The Proposed Project will have a positive effect upon contiguous and nearby properties by providing quality housing in an attractive, mid-rise development pattern.

(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The Proposed Project will provide parking at a rate of one (1) space per bedroom. For example, a one-bedroom apartment will be provided one parking space, a two-bedroom apartment will be provided two parking spaces and a three-bedroom apartment will be provided three parking spaces. Although this is less than the amount of required parking based on the City Code requirements, there is sufficient data and real world examples to justify that the one space per bedroom parking rate is satisfactory. Please see the enclosed parking analysis and description in the enclosed letter for further explanation.

(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The Proposed Project meets all of the Code requirements for open space. While the Property's unique characteristics require a relaxation from the strict application of the City Code's requirements regarding setbacks and landscaping, the requested variances are nonetheless sufficient to enhance the appearance and character of the neighborhood. Please refer to the enclosed letter for further analysis.

(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

The enclosed impact analysis shows that the existing roads and utilities can accommodate the modest increase in required services for the Proposed Project.

The Proposed Project will bolster the City's property tax rolls, provide construction jobs, remove an eyesore and provide quality housing for the City of North Bay Village. Further, it is a substantial improvement from the Prior Project. For these and all of the foregoing reasons we respectfully request the City's favorable review of the Proposed Project.

Sincerely,

Neisen O. Kasdin

12A(8)

Akerman

Neisen O. Kasdin

Akerman Senterfitt
One Southeast Third Avenue
Suite 2500
Miami, FL 33131-1714
Tel: 305.374.5600
Fax: 305.374.5095

June 15, 2012

VIA HAND DELIVERY

Honorable Mayor Connie Leon-Kreps & Members of the City Commission
City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village, FL 33141

RE: Blu – Revised Request for Variances and Parking Exception

Dear Mayor Kreps and Members of the City Commission:

Our firm represents ZF Development, LLC (the "Applicant"), the developer of the parcel located at 8000 West Drive (the "Property").[1] The Property is a 4.47± acre site located on the northwest portion of Harbor Island. The Applicant proposes to construct a 285-unit luxury rental apartment development on the Property (the "Proposed Project").

The Proposed Project is consistent with the City of North Bay Village Code of Ordinances (the "City Code"), Consolidated Land Development Regulations (the "Land Development Regulations") and Comprehensive Plan. The Property lies within an RM-70 zoning district and has a future land use designation of Residential Multi-Family High Density. The RM-70 zoning district allows structures up to a height of 150 feet, or fifteen (15) stories. While several buildings along West Drive and throughout North Bay Village reach heights between ten (10) and fifteen (15) stories, the Proposed Project contemplates an 8-story residential building (approximately 112 feet tall) and a 4-story parking garage. The reduced height and careful layout of the Proposed Project will improve the character of Harbor Island while preserving northern views of Biscayne Bay to many of the existing buildings on West Drive. Further, by implementing stepped forms along all frontages and incorporating distinctive roof lines, the Proposed Project will greatly enhance the City's visual impact along Biscayne Bay.

---

1 Under Section 152.095 of the City of North Bay Village Code of Ordinances, an application may be filed by a party with written permission of the present owner. A copy of the authorization by the current property owner, Casa Marina Development LLC, is attached to the public hearing application filed herein.

12A(9)

To implement the concept envisaged by the Proposed Project, the Applicant respectfully requests the City Commission to approve an exception (the "Exception") to the parking requirements of the City Code and five (5) variances (the "Variances"), which, due to the unique characteristics of the Property, are necessary to proceed with development.

Exception to parking requirements

Section 152.044(E)(2) of the City Code allows a proposed use to reduce the parking requirements "*whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.*" We submit that the Proposed Project will be adequately served by a parking ratio that equals one space per bedroom plus 10% for visitor parking.

The Proposed Project will have 131 one-bedroom units, 122 two-bedroom units and 32 3-bedroom units. The City Code requires 2 spaces for a 1-bedroom or 2-bedroom unit and 3 spaces for a 3-bedroom unit plus 10% for visitor parking. This results in a Code required total parking of 662 spaces, which equals 2.32 spaces per unit for the Proposed Project. Using the one space per bedroom rate, the Proposed Project would require 519 parking spaces (1.8 spaces per unit), which is 143 spaces (21.6%) less than the Code-required parking.

As explained in detail by the enclosed Parking Study by Walker Parking Consultants, the character and use of the building renders the full provision of parking facilities under the City Code unnecessary. By planning for efficient management and control—including a state-of-the-art access control system and flexible options for parking allotment—the Proposed Project will provide more than ample parking for residents and visitors.

Further, the Parking Study explains that leading research shows the full provision of the parking requirements under the City Code (at 2.32 spaces per unit) is unnecessary for the proposed luxury rental project. The Fourth Edition of "Parking Generation", published by the Institute of Transportation Engineers ("ITE")—which is the leading national organization and publication regarding parking standards—explains the 85th percentile of parking demand for the mid-rise apartments is 1.61 spaces per dwelling unit. "Shared Parking", Second Edition, a publication by the Urban Land Institute, provides that the parking demand ratio for apartment rental developments is 1.65 spaces per dwelling unit. Additionally, the National Parking Association's Parking Consultants Council recommends an average of 1.5 spaces per one-bedroom unit, with an additional 0.25 spaces per additional bedroom.

There are numerous jurisdictions in Miami-Dade County that have off-street parking requirements that are generally in-line with the national standards set forth by the leading research on parking demand. For example, Sunny Isles Beach and North Miami require a flat 1.5 spaces per multifamily unit plus 5% for visitor parking. Bal Harbor and Miami require a flat 1.5 spaces per multifamily unit plus 10% for visitor parking. North Miami Beach requires 1.5 spaces for a 1 or 2-bedroom unit and 2.0 spaces for a 3-bedroom unit.

12A(10)

In addition to the analysis provided in the Parking Study, the Exception is further warranted because the Applicant has developed several similar urban infill apartment projects and has successfully used a one space per bedroom model in those projects. In Tampa, the Applicant developed the Madison at SoHo, a 368-unit, 563-bedroom apartment complex with 552 spaces. That equates to just less than one space per bedroom and about 1.5 spaces per unit. In St. Petersburg, the Applicant developed the Madison at St. Pete, a 277-unit, 444- bedroom apartment complex with 444 parking spaces, which equates to one space per bedroom and approximately 1.6 spaces per unit. Both of these projects are successful infill residential projects and do not have parking problems.

Based on the foregoing, we respectfully request an exception to the Code required parking requirement of 662 parking spaces to allow the provision of 519 parking spaces, which is equivalent to a rate of one space per bedroom plus 10% for visitor parking.

Variances

The Proposed Project requires five (5) separate Variances"), which, due to the unique characteristics of the Property, are necessary to proceed with development:

(1) A variance waiving the 25 foot minimum required front setback along West Drive, to place a portion of the building's pedestal 11 feet and 10 inches from the property line.

(2) A variance to waive the minimum unit sizes in the RM-70 zoning district that require at least 900 square feet for one-bedroom units and 1,200 square feet for two-bedroom units. The Applicant proposes one-bedroom units ranging from 652 square feet to 820 square feet, and two-bedroom units from 1,157 square feet to 1,261 square feet.

(3) A variance from Section 152.056 of the City Code, which prohibits a roof overhang from extending beyond 36 inches into the yard, to allow a porte-cochere on the third floor level across the front right of way line reaching 15 feet 9 inches at its longest point.

(4) A variance from Section 18A-6(C)(8) of the Miami-Dade County Code, adopted by reference in the City Code, to allow palm trees to comprise more than 30 percent of the required trees.

(5) A variance from Appendix D of the City's Land Development Regulations, Shoreline Regulations, to waive the provision requiring pedestrian use areas within the shoreline area to be 50% covered by shade trees within five (5) years of planting.

Section 152.097(B) of the City Code outlines three (3) criteria for the evaluation of variance requests. The criteria are listed below in bold, with our responses below each criteria.

(1) That there are (or are not) special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district; that the special circumstances and conditions were not (or were) self-created by any person having an interest in the property; and that the strict application of the provisions of this chapter would (or would not) deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would (or would not) involve an unnecessary hardship for the applicant.

(1) Front Setbacks

Section 152.029(C)(2) of the City Code requires a 25 foot setback from all street frontages that do not abut Kennedy Causeway. Because the Property borders the cul-de-sac located at the end of West Drive, its primary frontage has an odd, concave shape that imposes a significant hardship on the Applicant. Accordingly, a portion of the building is set back approximately 11 feet and 10 inches from the front property line abutting the cul-de-sac along West Drive.

The Property's unique contours were created by a circular cul-de-sac at the end of West Drive, and were not caused by the Applicant. The physical configuration of the lot is also peculiar to the Property and is generally not applicable to other lands in the same zoning district.

(2) Minimum Unit Size

Under Section 152.029(C)(6), the minimum dwelling unit floor areas in the RM-70 zoning district are 900 square feet for one-bedroom units and 1,200 square feet for two-bedroom units. As shown in the enclosed data table, the Project proposes one-bedroom units ranging from 652 square feet to 820 square feet and two-bedroom units from 1,157 square feet to 1,261 square feet. The Applicant requests a variance to utilize these reduced unit sizes, which deviate from the City Code up to 43 square feet for the smallest two-bedroom units and up to 250 square feet for the smallest one-bedroom units.

By imposing a standard requiring a minimum floor area of 900 square feet for one-bedroom units and 1,200 square feet for two-bedroom units, a strict application of Section 152.029(C)(6) of the City Code imposes a significant, unreasonable and unnecessary hardship on the Applicant.

Special circumstances exist warranting a waiver of minimum unit sizes. The Property is unique because it has three (3) frontages adjacent to Biscayne Bay, which equals approximately eighty (80) percent of the Property's total frontage. This unique orientation presents special opportunities and challenges for development, but ultimately reduces the land area available for habitable space. Since the footprint for habitable space is greatly reduced, the strict application of minimum unit sizes in Section 152.029(C)(6) would destroy the feasibility of development on the Property.

To promote the intent and spirit behind the City's Land Development Regulations, design guidelines, and the County Shoreline Development Regulations, and to enhance the character of the neighborhood, the Proposed Project incorporates numerous design elements to foster an

inviting and attractive shoreline development and create an interesting vista at the end of West Drive. Although the presently-entitled site plan on the Property contemplates a 21-story building (which includes height bonuses and a parking structure on the first four stories), the Applicant proposes a reduction in overall height, which will further complement the character of North Bay Village and Harbor Island. Accordingly, the Proposed Project only envisages an eight-story structure, which will afford northern views of Biscayne Bay to many of the existing buildings on West Drive. Reducing building height to accommodate the aesthetic demands of the uniquely-situated Property decreases the building envelope and thus reduces the amount of floor area that could have been distributed throughout individual units.

In addition to the height limitations practically imposed by the character of the neighborhood, the Applicant is further burdened by the additional public space and setback requirements resulting from the Property's unique location. For example, the Proposed Project must satisfy the setback requirements imposed by the Miami-Dade County Shoreline Review guidelines and must provide a publicly-accessible promenade along all shoreline frontages. In certain instances, the Shoreline Review guidelines nearly double the minimum required setback along the shoreline. Thus, the Property's unique orientation along the shoreline on nearly all sides reduces the footprint available for habitable space and development of larger unit sizes.

In lieu of providing increased interior unit space, the Project incorporates generous public and private amenities that will enhance the character of North Bay Village and Harbor Island, and increase the quality of life for residents and visitors alike. A public promenade, measuring nearly 1,400 feet in length, will encircle the property along the shoreline. The Proposed Project also contains over 8,000 square feet of interior amenity space within a 2-story club building. This luxury space will provide residents with access to an internet café and e-lounge, a resident lounge and entertainment area, and a membership-quality fitness center. Further, the Proposed Project incorporates two (2) active courtyards with waterfront pool decks, and a passive courtyard to allow relaxation by the shoreline. Additional outdoor amenities include picnic and barbecue areas, designed to promote social interaction and enhance the neighborhood's sense of community.

Additionally, the Property is unique because it is the only undeveloped parcel in the City's RM-70 zoning district subject to the increased minimum unit sizes in Section 152.029(C)(6). Specifically, under Section 3.6 of the Land Development Regulations, parcels in an RM-70 zoning district with an area less than 27,000 square feet are authorized to utilize the minimum unit sizes provided in Section 152.028(C)(6) of the City Code.[2] The minimum square footage requirements under Section 152.028(C)(6) are 750 square feet for one-bedroom units and 1,000 square feet for two-bedroom units.

Of the ten (10) vacant parcels in the RM-70 zoning district, the Property is the only lot with a land area above 27,000 square feet. Thus, it is the sole undeveloped RM-70 parcel in the City that is not authorized, as of right, to have smaller unit sizes as reasonably interpreted by the City Code. In other words, the Property is unique because it is the only vacant RM-70 parcel that is subject to the excessive minimum floor area standards contained in Section 152.029(C)(6).

[2] As expressed by Jim LaRue, City Planner, the reference in Section 3.6 of the Land Development Regulations is mistyped. The section references Section 152.028(C)(5), but is intended to read Section 152.028(C)(6).

The conditions driving the need to design units with reduced floor areas, including the configuration, size, and orientation of the Property, were not created by the Applicant.

(3) Overhang

Section 152.056(A) prohibits all roof overhangs exceeding 36 inches into the required yard. The Applicant proposes a drop-off area with a porte-cochere at the front entrance of the Property, containing a support column against the property line and a third-floor overhang extending 15 feet 9 inches past the edge of the West Drive right of way.

The Property's unique shape and location creates a special hardship for the Applicant. Because the Proposed Project is set against the cul-de-sac at the end of West Drive, its primary frontage has an odd, concave shape. The required yard, which is also the subject of variance (1), is 25 feet along the border of the cul-de-sac. To provide sufficient space in loading and unloading zones for residents and visitors, the drop-off area extends from the property line at the cul-de-sac to the entrance of the building. A porte-cochere, with the roof overhang, is an essential design element along this entrance because it will provide residents with protection against the rain and other elements when entering and exiting the Property.

The variance request is driven by the unique shape of Property's street frontage. The contour of the Property, caused by the circular right-of-way line at the end of West Drive, was not created by the Applicant.

(4) Palms

Section 18A-6(C)(8) of the Miami-Dade County Code, adopted by reference in the City Code, allows a maximum of 30 percent of the required trees to be provided as palm trees. Due to tree canopy clearance for fire access purposes, provision of public access and viewing of the shoreline, sea spray tolerance and overall design considerations the Proposed Project plans to use 52% of the overall number of required trees as palm trees. It should be noted however, that while we are requesting relief for the percentage of palm trees, the plan provides for lush landscaping, with a total of 195 trees overall, where 124 trees are required. Additionally, the plan also exceeds the minimum understory requirements and maximum sod requirements, providing 7,958 shrubs and groundcovers and only 20% sod, where 1,280 shrubs are required.

The Property is located at the far northern end of West Drive and as such the Property has three (3) frontages along the waters of Biscayne Bay. The water frontage equals approximately 80 percent of the Property's total frontage, with only the southern property line not having water frontage. Further, the Property is relatively narrow, measuring approximately 360' across and 530' long. The narrowness of the site combined with the large percentage of water frontage presents a planting environment that is subject to higher than normal sea spray and salt intrusion. As such, palms that are sea spray resistant will be substituted for normal shade trees in the waterfront areas in order to provide a landscape plan that will be sustainable on the Property. The physical configuration of the Property is peculiar to the Property and is generally not applicable to other lands in the same zoning district.

(5) Shade Trees

Appendix D of the City's Land Development Regulations, Shoreline Regulations, requires the pedestrian use areas within the shoreline area to be 50% covered by shade trees within five (5) years of planting. As the provided emergency access route is a shared use with the pedestrian access route, shade trees adjacent to the pedestrian promenade are precluded due to the canopy clearance required for emergency and fire truck access. However, in lieu of this, the design provides for ample areas for pedestrian and public access including canopied seating nodes and viewing terminuses, along with a shoreline promenade lined with Coconut Palms (14' grey wood) which are more in keeping with the context of the overall design and the site's location having 80% shoreline frontage. Approximately 20% of the pedestrian use areas in the shoreline areas will be shaded within five (5) years of planting as proposed, however, the areas of repose and viewing will provide ample shaded relief for the promenade users.

The fire department requires access to the proposed buildings on the back (water) side of the buildings. Fire trucks require a certain vertical and horizontal clearance that cannot be met if normal shade trees are planted in the shoreline area. Therefore, palm trees are proposed to be substituted for shade trees along the shoreline areas, resulting in a lower percentage of shaded pedestrian use areas than what is required by the Shoreline standards.

The configuration of the Property (narrow with 80% water frontage) and vertical clearance requirements for the Fire Department are conditions that were not created by the Applicant.

(2) That granting the variance requested will not (or will) confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district; and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

(1) Front Setbacks

The Applicant proposes a small setback variance along a peculiar-shaped property line. Granting the variance will not provide a special privilege to the Applicant that is denied to other structures in the same zoning district because no other property in the RM-70 zoning district along West Drive has a similarly-shaped street frontage. The variance is the minimum variance that will make possible the reasonable use of the building and land under the City's Code, which also requires buildings to maintain a distinctive form and design.

(2) Minimum Unit Size

The Proposed Project contemplates one-bedroom units ranging from 652 square feet to 820 square feet and two-bedroom units from 1,157 square feet. Because the Property is uniquely situated along the shoreline and is the only vacant RM-70 parcel in the City subject to the increased floor area requirements, the variance will not confer any special privilege to the Applicant that is denied to other properties. Given the development limitations imposed by the limited

footprint and height resulting from the Property's unique conditions, the proposed reduction in floor area requirements for the projected unit mix is the minimum variance needed.

(3) Overhang

Granting the variance will not confer a special privilege. Because the Property has a uniquely-shaped street frontage, the variance represents the minimum variance needed to provide the necessary entrance feature.

(4) – (5) Palms and Shade Trees

The Applicant proposes as many shade trees as is physically possible given the constraints of the site and the requirements for fire truck access, therefore the variance requested is the minimum variance needed. Because of the unique characteristics of the Property with regard to water frontage, the variance will not confer any special privilege to the Applicant that is denied to other lands.

(3) That granting the variance will (or will not) be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(1) Front Setbacks

The requested variance is the minimum variance needed given the limitations of the Property. The Proposed Project will otherwise meet and exceed the setbacks required by the City Code and County Shoreline Development Regulations. Therefore, granting the requested variance will be in harmony with the general intent of the City Code and will not be injurious to the neighborhood or public welfare.

(2) Minimum Unit Size

The requested variance will be in harmony with the general intent and purpose of the City Code and Land Development Regulations. According to the City Code, the intent of the zoning code is, among other things, to "provide for . . . the appropriate and best use of land, for preservation, protection, development and conservation of the natural resources of land" and to promote "the civic amenities of beauty and visual interest."[3] The Proposed Project will provide the required open space, public amenities, and design features necessary and appropriate for the Property's unique location and character at the sacrifice of additional building height and unit floor area. The variance supports the general intent and purpose of the zoning code because the Land Development Regulations have codified a policy to allow reduced unit sizes in much of the RM-70 zoning district. Additionally, the Project contemplates generous public and private amenities for residents and visitors. Therefore, granting the requested variance will be in harmony with the general intent of the City Code and will not be injurious to the neighborhood or public welfare.

3 City Code, Section 152.002.

12A(17)

(3) Overhang

The variance will contribute to the intent of the zoning code by promoting the appropriate and best use of land while incorporating visually interesting spaces. The overhang, on the third story of the building and measuring 15 feet 9 inches at its longest point, will not injure the neighborhood or the public welfare. As the radius of West Drive at this point measures approximately forty (40) feet, the overhang only covers a small portion of the cul-de-sac beyond the property line.

(4) – (5) Palms and Shade Trees

The requested variances are the minimum variances needed to provide a functional landscaping plan given the limitations of the Property. The Proposed Project will still have a well-designed and lush landscaping plan that otherwise meets and exceeds the standards of the landscaping code. Therefore, the granting the requested variances will be in harmony with the general intent of the City Code and will not be injurious to the neighborhood or public welfare.

Also, Section 2.7.6 of the City's Land Development Regulations outlines seven (7) criteria for the evaluation of variance requests. The criteria are listed below in bold, with our responses below each criteria.

(1) The condition giving rise to the requested variance has not been created by any person having an interest in the property.

See responses to Section 152.097(B)(1) above.

(2) Special circumstances and conditions exist which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same land use district.

See responses to Section 152.097(B)(1) above.

(3) The strict application of the code would deprive the applicant of the reasonable use of the land, structure or building, and would involve an unnecessary hardship for the applicant.

See responses to Section 152.097(B)(1) above.

(4) The effect of the proposed variance is in harmony with the general intent of this code.

See responses to Section 152.097(B)(3) above.

(5) Approval of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

See responses to Section 152.097(B)(3) above.

(6) The proposed variance is the minimum modification of the regulation at issue that will afford relief.

See responses to Section 152.097(B)(2) above.

(7) The variance request is not based exclusively upon a desire to reduce the cost of development.

(1) Front Setbacks

The variance is not born out of a desire to reduce the cost of development, but rather is necessary due to the Property's unique concave shape and orientation at the end of West Drive.

(2) Minimum Unit Size

The variance request is not based exclusively upon a desire to reduce the cost of development. Given the Property's unique location along the shoreline, the development must incorporate ample public spaces and design features that effectively reduce the habitable space available for increased unit sizes.

(3) Overhang

The variance request is not based exclusively upon a desire to reduce development costs. Instead, because the Property's oddly-shaped street frontage creates a considerable hardship for development along the southern property line, it is the minimum variance necessary to provide an essential entrance feature that protects residents and visitors upon arrival.

(4) Palms

The variance request is not based exclusively upon a desire to reduce the cost of development, but rather is a result of the Property's unique, narrow shape and orientation with Biscayne Bay representing nearly eighty (80) percent of its total frontage.

(5) Shade Trees

The variance is not requested solely to reduce the cost of development. It is necessary due to the unique shape and location of the Property and the requirement for fire truck access on the backside of the proposed buildings.

The Proposed Project will bolster the City's property tax rolls, provide construction jobs, remove an eyesore and provide quality housing for the City of North Bay Village. For the reasons mentioned above, we respectfully request the City's favorable review of the Exception and Variances.

Sincerely,

Neisen O. Kasdin

12A(20)

Site Plan Review Criteria

Section 152.105(C)(9) of the City Code establishes four (4) criteria by which site plans shall be judged against. The four criteria are listed below in bold type, with our response below.

(a) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The Proposed Project will have a positive effect upon contiguous and nearby properties by providing quality housing in an attractive, mid-rise development pattern.

(b) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The Proposed Project will provide parking at a rate of one (1) space per bedroom. For example, a one-bedroom apartment will be provided one parking space, a two-bedroom apartment will be provided two parking spaces and a three-bedroom apartment will be provided three parking spaces. Although this is less than the amount of required parking based on the City Code requirements, there is sufficient data and real world examples to justify that the one space per bedroom parking rate is satisfactory. Please see below for further details.

(c) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The Proposed Project meets all of the Code requirements for setbacks, open space and landscaping.

(d) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

The enclosed impact analysis shows that the existing roads and utilities can accommodate the modest increase in required services for the Proposed Project.

Exception to parking requirements

Section 152.044(E)(2) of the City Code allows a proposed use to reduce the parking requirements "*whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.*" We submit that the Proposed Project will be adequately served by a parking ratio that equals one space per bedroom plus 10% for visitor parking.

The Proposed Project would have 131 one-bedroom units, 122 two-bedroom units and 32 3-bedroom units. The City Code requires 2 spaces for a 1-bedroom or 2-bedroom unit and 3

12A(21)

City of North Bay Village

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

MAY 22 PM 3:07

APPLICATION FOR PUBLIC HEARINGS:

Hearings and Notices: - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the City Commission. Notice of Public Hearings before the Planning & Zoning Board and the City Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The City Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: ZF Development, LLC Phone: 954-779-7950

Mailing Address: 200 East Broward Blvd., Suite 1200, Fort Lauderdale, FL 33301

Legal Description of Property: Tract C of HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 44, Page 72 of the Public Records of Miami Dade County, Florida.

Existing Zoning: RM-70 Lot Size: 4.4 acres Folio: 23-3209-001-0040

Type of Request: Site Plan approval and two (2) variances

Reason for Request: (Attach additional Pages if necessary)

The proposed project, a 285-unit apartment development, is classified as a "major development" under the LDRs and the site plan and variances require review by the Planning & Zoning Board and City Commission.

All applications shall be submitted to the City Clerk on or before the deadline implemented by the City.

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the City Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the City Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

12A(22)

APPLICATION FOR HEARING
BEFORE THE PLANNING & ZONING BOARD AND
CITY COMMISSION

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of the City of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the City until after a Public Meeting is held by the City Commission and the City Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the City Commission Pursuant to the City Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the City Commission revoked.

(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).

Authorized Signature

Kyle Clayton, VP 5/21/12
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed to before me this 21 **day of** May **2012**
by Kyle Clayton
who is personally known to me or who has produced _____
as identification.

Notary Public

(Notary Seal)

WANDA SALOMON
MY COMMISSION EXPIRES
January 29, 2016
#EE 164539
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Office Use Only:

Date Submitted: 5/22/12

Tentative Meeting Date: 6/19/12

Fee Paid: $ 15,700.00 (Cost Recovery)

Cash ☐ or Check ☑ #2136/2194/2195/2196

Date Paid: _____

Revised 5/2012

12A(23)

May 18, 2012

To Whom It May Concern:

Casa Marina Development, LLC authorizes ZF Development, LLC to apply and make any necessary changes to the application(s) for site plan approval and related applications to North Bay Village for the property located at 8000 West Drive (folio # 23-3209-001-0040).

Thank you in advance for your attention.

Sincerely,

Greg McPherson, Vice President
Casa Marina Development, LLC

{24266539;1}

730 N.W. 107th Avenue, Suite 300, Miami, FL 33172 • Phone: 305-559-1951 • Fax: 305-485-2741
LENNAR.COM

12A(24)

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

Re: Blu
8000 West Drive
Tract C of Harbor Island,
North Bay Village, FL 33141

Request for Site Plan Approval for construction of a 285-unit rental apartment development at 8000 West Drive

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on September 11, 2012 was posted at the above-referenced property on August 31, 2012.

Dated this 31st day of August 2012.

Yvonne P. Hamilton
City Clerk

(City of North Bay Village City Commission Meeting – September 11, 2012)

12A(25)

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

Re: Blu
8000 West Drive
Tract C of Harbor Island,
North Bay Village, FL 33141

Request for Variance to Minimum Street Front Setback in connection with the construction of a 285-unit rental apartment development at 8000 West Drive

I, Yvonne P. Hamilton, City Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the City of North Bay Village Code of Ordinances on August 31, 2012.

Dated this 31st day of July 2012.

Yvonne P. Hamilton
City Clerk

(City of North Bay Village City Commission Meeting-9/11/2012)

12A (26)

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
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, SEPTEMBER 11, 2012** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COMMISSION CHAMBERS AT 1700 KENNEDY CAUSEWAY, #132, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE CITY COMMISSION WILL CONSIDER THE FOLLOWING:

1. 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:

   A. 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.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE CITY COMMISSION C/O THE CITY CLERK, 1700 KENNEDY CAUSEWAY, #132, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE CITY CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

12A (27)

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

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY CITY-SPONSORED PROCEEDING, PLEASE CONTACT (305) 604-2489 (VOICE), (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
CITY CLERK

12A (28)

Owner/Occupant
7934 West Drive, #1404
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1505
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1504
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1405
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #804
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1204
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #504
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #505
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1502
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1103
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1002
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1605
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #903
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #904
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #605
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #902
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #603
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1202
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1602
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #705
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1604
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #901
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #905
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1201
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1203
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #802
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1004
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1102
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1003
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1402
North Bay Village, FL 33141

12A(29)

Use Avery TEMPLATE 5160

Owner/Occupant
7934 West Drive, #1104
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1005
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1401
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #702
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1601
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #604
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1001
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #601
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1503
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1205
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1501
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1603
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #701
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #1101
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #602
North Bay Village, FL 33141

Owner/Occupant
7934 West Drive, #803
North Bay Village, FL 33141

12A(30)

Impression antibourrage et à séchage rapide
Utilisez le gabarit 5160®
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AVERY® 5160®

Use Avery TEMPLATE 5160

Owner/Occupant
7935 West Drive, #1
North Bay Village, FL 33141

Owner/Occupant
7935 West Drive, #5
North Bay Village, FL 33141

Owner/Occupant
7935 West Drive, #7
North Bay Village, FL 33141

Owner/Occupant
7935 West Drive, #3
North Bay Village, FL 33141

Owner/Occupant
7935 West Drive, #6
North Bay Village, FL 33141

Owner/Occupant
7935 West Drive, #4
North Bay Village, FL 33141

Owner/Occupant
7935 West Drive, #8
North Bay Village, FL 33141

12A (31)

Impression antibourrage et à séchage rapide
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Use Avery - TEMPLATE 5160

Owner/Occupant
7939 West Drive, #302
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #202
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #304
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #102
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #201
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #203
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #204
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #301
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #103
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #101
North Bay Village, FL 33141

Owner/Occupant
7939 West Drive, #201
North Bay Village, FL 33141

12A(32)

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The Lake on Los 1 JO
Canada

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CITY OF NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, SEPTEMBER 11, 2012** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COMMISSION CHAMBERS AT 1700 KENNEDY CAUSEWAY, #132, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE CITY COMMISSION WILL CONSIDER THE FOLLOWING:

1. 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:

   A. 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.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE CITY COMMISSION C/O THE CITY CLERK, 1700 KENNEDY CAUSEWAY, #132, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE CITY CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

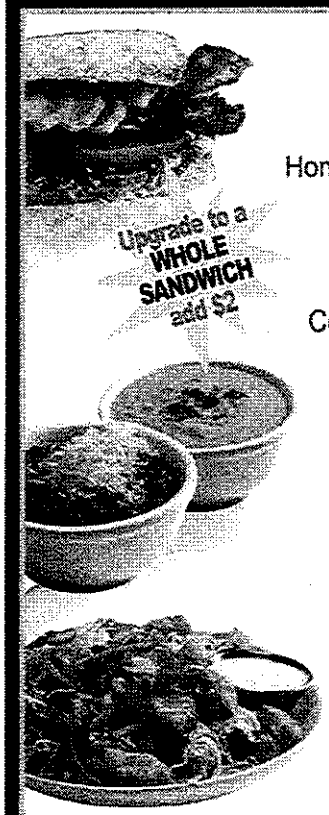
PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY CITY-SPONSORED PROCEEDING, PLEASE CONTACT (305) 604-2489 (VOICE), (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
CITY CLERK
August 17, 2012

DUFFY'S SPORTS GRILL
NORTH MIAMI BEACH
3969 NE 163rd St. | Intracoastal Mall | (305) 760-2124
WEEKDAY LUNCH $7.99
Double Play
SERVED UNTIL 4PM*
PICK ANY TWO - from these sandwiches, soups & salads



1/2 SANDWICHES
Choice of Multigrain or Thick Sliced Rye
Hot Baked Ham & Swiss
with bacon and scallions
Homemade Tarragon Chicken Salad
BLT with Avocado
pepper-crusted bacon with chipotle mayo
NEW Chicken Parmesan Sub
with provolone cheese
Corned Beef and Coleslaw on Rye
Grilled Turkey Reuben
swiss cheese, sauerkraut and thousand island
CUPS OF SOUP
(Make any cup of soup into a bowl add $2)
New England Clam Chowder
Lobster Bisque
Duffy's Chili
topped with cheddar cheese and diced onions
Hearty Vegetarian Vegetable
Soup of the Day
SALADS
Garden Salad
topped with jack & cheddar cheese
Classic Caesar
* Cannot be combined with 40% Afternoon Break
DuffysMVP.com

12A(34)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

To: The Honorable Mayor and City Commissioners

CC: Mr. Norman Powell, Esq.

Ms. Nina Boniske, Weiss, Serota

Ms. Yvonne Hamilton, City Clerk

From: Dennis W. Kelly, City Manager

Subject: Legal RFQ Selection Process Recommendations

Date: September 6, 2012

The selection of Legal Services is on the Agenda for the September 11, 2012 City Commission meeting. In the course of selecting a firm for any combination of the services requested there will be a need to negotiate a contract with the firm(s) selected. It is staff's position that outside counsel be retained to represent the City's interest in negotiating said contract(s). The expectation would be for the Commission to make their selection(s), provide general guidance as to what you want in a contract (length of term, retainer, etc.) and turn the matter over to the independent counsel to conduct negotiations on the City's behalf. A draft of the contract would then be placed on the October agenda for Commission action.

I took the liberty of contacting Attorney Norman Powell, our Code Enforcement Magistrate and also a member of the Legal Services Screening Committee, to determine his availability and willingness to serve as our negotiator. He confirmed he is available and willing to serve in this capacity. If the Commission agrees, it would be appropriate to take formal action recruiting him as our negotiator for the purpose of negotiating contracts with the prospective selection(s) for legal services. His hourly rate is $225.00.

If you have any questions or need additional information, please feel free to contact me at any time.

14A

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **August 17, 2012**

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

FROM:
Nick Siegfried, Chair
Selection Committee – RFQ Legal Services
Aaron Cohen
Roland Galdos
Howard Lenard
Norman Powell

SUBJECT: **Request for Qualifications for Legal Services (RFQ NO. 2012-02)**

BACKGROUND:

At the request of the City Commission to solicit Qualifications from Florida licensed attorneys and/or firms to perform legal services for the City of North Bay Village, the City Manager issued RFQ No. NBV2012-02. On the due date of July 6, 2012 eight (8) proposals were received from the following:

1. Littler Mendelson, P.C.
   One Biscayne Tower
   2 South Biscayne Boulevard, Suite #1500
   Miami, FL 33131

2. Becker & Poliakoff
   3111 Stirling Road
   Hollywood, FL 33312

3. Bryant Miller Olive
   Suntrust International Center
   1 S.E. 3rd Avenue, Suite 2200
   Miami, FL 33131

14A(1)

4. Gray/Robinson
   Attorneys At Law
   401 E. Las Olas Blvd., Suite 1850
   Ft. Lauderdale, FL 33301

5. Rosen & Switkes P.L.
   407 Lincoln Road, PH SE
   Miami Beach, FL 33139

6. Stearns Weaver Miller
   Weissler Alhadeff & Sitterson, P.A.
   Museum Tower
   150 West Flagler Street, Suite 2200
   Miami, FL 33130

7. Shutts & Bowen LLP
   201 S. Biscayne Boulevard, Suite 1500
   Miami, FL 33131

8. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L
   Attorneys At Law
   2525 Ponce De Leon Boulevard, Suite 700
   Coral Gables, FL 33134

All proposals were timely received and were opened by the City Clerk's Office.

The Evaluation Committee consisted of: Howard Lenard; Roland Galdos, Deputy City Attorney, North Miami; Aaron Cohen; Nick Siegfried and Norman Powell.

The Evaluation Committee met in an organizational meeting on July 30, 2012. During that time, they directed staff to determine the responsiveness of the proposals and set oral presentations for August 15, 2012 at 9:00 a.m. A committee consisting of City Manager Dennis Kelly, Public Works Director Sam Zamacona, Jenice Rosado HR Manager, and City Clerk Yvonne P. Hamilton reviewed the proposals and deemed six out of the eight to be responsive. Becker & Poliakoff and Littler Mendelson, P.C. were determined to be non-responsive. Please see the memorandum dated August 3, 2012 from City Manager Dennis Kelly to the Legal RFQ Selection Committee attached hereto as Exhibit 1. After the firms were notified that they were nonresponsive to the RFQ, a request was made to waive the irregularity in the submittals pursuant to language of the RFQ. The matter was then referred to the Evaluation Committee.

14A(2)

Prior to the presentations on August 15, 2012, after discussion a motion was offered by Aaron Cohen and seconded by Roland Galdos to accept the recommendation of staff as to the non-responsiveness of the firms Becker & Poliakoff and Littler Mendelson, P.C. Mr. Galdos did point out the provision of Section 12 of the RFQ where the City has reserved the right to waive irregularities in any submittal. The Committee felt that it was the decision of the Commission not to grant such a waiver. The votes on the motion were as follows: Norman Powell-Yes, Roland Galdos-Yes, Howard Lenard-No and Aaron Cohen-Yes. The motion carried 3-1. Mr. Siegfried was absent during the voting on this item. The firms of Becker and Littler were not invited to make oral presentations.

Prior to presentation, Shutts & Bowen LLP withdrew their proposal. Following presentations by the remaining five (5) firms, the committee conducted an analysis and evaluation of the five RFQ responses and based scoring on the following criteria:

	Points
Proposer's experience, qualifications, capabilities and past performance with similar municipalities	35
Proposer's key personnel experience of those assigned to the city	35
Cost proposal: creativity and base line retainers vs. hourly costs	30
Total	100

The Evaluation Committee members numerically scored the proposing companies in accordance with the evaluation criteria prescribed in the RFQ. The scores assigned to each of the proposals reflect the extent to which the company fulfilled the requirements of the evaluation criteria and the extent to each criterion was fulfilled relative to the other proposals. The proposals were separately evaluated for each category of service and are included in the scores.

14A(3)

Evaluation Results

Proposer	Proposer's experience, qualifications, capabilities and past performance with similar municipalities	Proposer's key personnel experience of those assigned to the city	Cost proposal: creativity and base line retainers vs. hourly costs	**TOTAL**
Rosen & Switkes P.L.	158	162	145	465
Bryant Miller Olive (labor services only)	166	167	124	457
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L	148	157	110	415
Stearns Weaver Miller	152	152	107	411
Gray Robinson	133	135	111	379

Based on the scoring the firms/attorneys are ranked as follows:

1. Rosen & Switkes P.L.
2. Bryant Miller Oliver (labor)
3. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
4. Stearns Weaver Miller
5. Gray Robinson

The firm of Bryant Miller Oliver proposed to provide only labor and employment law services to the City.

CONTACT:
Dennis Kelly, City Manager

14A(4)

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **August 17, 2012**

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

FROM: _____
Nick Siegfried, Chair
Selection Committee – RFQ Legal Services
Aaron Cohen
Roland Galdos
Howard Lenard
Norman Powell

SUBJECT: **Request for Qualifications for Legal Services (RFQ NO. 2012-02)**

BACKGROUND:

At the request of the City Commission to solicit Qualifications from Florida licensed attorneys and/or firms to perform legal services for the City of North Bay Village, the City Manager issued RFQ No. NBV2012-02. On the due date of July 6, 2012 eight (8) proposals were received from the following:

1. Littler Mendelson, P.C.
   One Biscayne Tower
   2 South Biscayne Boulevard, Suite #1500
   Miami, FL 33131

2. Becker & Poliakoff
   3111 Stirling Road
   Hollywood, FL 33312

3. Bryant Miller Oliver
   Suntrust International Center
   1 S.E. 3rd Avenue, Suite 2200
   Miami, FL 33131

14A(5)

4. Gray/Robinson
   Attorneys At Law
   401 E. Las Olas Blvd., Suite 1850
   Ft. Lauderdale, FL 33301

5. Rosen & Switkes P.L.
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   Miami Beach, FL 33139

6. Stearns Weaver Miller
   Weissler Alhadeff & Sitterson, P.A.
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   Miami, FL 33130

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14 A(6)

Prior to the presentations on August 15, 2012, after discussion a motion was offered by Aaron Cohen and seconded by Roland Galdos to accept the recommendation of staff as to the non-responsiveness of the firms Becker & Poliakoff and Littler Mendelson, P.C. Mr. Galdos did point out the provision of Section 12 of the RFQ where the City has reserved the right to waive irregularities in any submittal. The Committee felt that it was the decision of the Commission not to grant such a waiver. The votes on the motion were as follows: Norman Powell-Yes, Roland Galdos-Yes, Howard Lenard-No and Aaron Cohen-Yes. The motion carried 3-1. Mr. Siegfried was absent during the voting on this item. The firms of Becker and Littler were not invited to make oral presentations.

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Cost proposal: creativity and base line retainers vs. hourly costs	30
Total	100

The Evaluation Committee members numerically scored the proposing companies in accordance with the evaluation criteria prescribed in the RFQ. The scores assigned to each of the proposals reflect the extent to which the company fulfilled the requirements of the evaluation criteria and the extent to each criterion was fulfilled relative to the other proposals. The proposals were separately evaluated for each category of service and are included in the scores.

14A(7)

Evaluation Results

Proposer	Proposer's experience, qualifications, capabilities and past performance with similar municipalities	Proposer's key personnel experience of those assigned to the city	Cost proposal: creativity and base line retainers vs. hourly costs	**TOTAL**
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Bryant Miller Olive (labor services only)	166	167	124	457
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Based on the scoring the firms/attorneys are ranked as follows:

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2. Bryant Miller Oliver (labor)
3. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
4. Stearns Weaver Miller
5. Gray Robinson

The firm of Bryant Miller Oliver proposed to provide only labor and employment law services to the City.

CONTACT:
Dennis Kelly, City Manager

14A(8)

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

RFQ LEGAL SERVICES SELECTION COMMITTEE MEETING
(RFQ NO. NBV 2012-02)

CITY COMMISSION CHAMBERS
1700 KENNEDY CAUSEWAY, #132

AUGUST 15, 2012 – 8:45 A.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY RECOMMENDTION MADE AT THE FORTHCOMING MEETING OF THE LEGAL SERVICES RFQ SELECTION COMMITTEE, 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 AUTHORIZES CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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.

---

1. **CALL TO ORDER**

2. **RESPONSIVENESS OF FIRMS**

   1. **Littler Mendelson, P.C.**
   2. **Becker & Poliakoff**

      1.) **Committee Action**

3. **PRESENTATIONS AND DISCUSSION**

1.	9:00 a.m.	Bryant Miller Oliver
2.	9:30 a.m.	Gray/Robinson
3.	10:00 a.m.	Rosen & Switkes P.L.
4.	10:30 a.m.	Shutts & Bowen LLP
5.	11:15 a.m.	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
6.	11:45 a.m.	Weiss Serota Helfman Pastoriza Cole & Boniske

4. **COMMITTEE RECOMMENDATION**

5. **ADJOURNMENT**

14A(9)

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

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: **August 3, 2012**

TO: **Legal RFQ Selection Committee**

FROM: **Dennis Kelly, City Manager**

SUBJECT: **Non Responsive Legal RFQ's**

In accordance with the Selection Committee's directive, staff was to review the Legal RFQ's to determine responsive vs. non-responsive proposals. A Staff Committee comprised of Yvonne Hamilton, City Clerk; Jenice Rosado, HR Manager; Sam Zamacona, Public Works Director and myself reviewed the Legal RFQ's. Following the review, we have determined that two out of the eight proposals have been found to be non-responsive.

In the course of determining the criteria to follow in judging the proposals, the Staff Committee agreed to discern a difference between substantive and ministerial items in the proposals. For example, if a proposal omitted an email or a telephone number, the Committee viewed that as a ministerial error and did not disqualify the proposal; on the other hand, if a proposal did not include a form or request properly executed or omitted, that was viewed as a substantive error and the proposal was disqualified.

ICSA(10)

Exhibit 1

5

Based on the above criteria, two firms have been declared as non-responsive and subsequently disqualified. The first non-responsive firm is Becker Poliakoff. Becker improperly completed the Public Entity Crime and Conflicts of Interest Form. They checked off all three statements under section six of the form and have also failed to include a copy a final order as requested under this section. The second non responsive firm is Littler. This firm did not properly complete the Public Entity Crime Form as well as the Non-Collusion Form. We found that these two forms were of such significance in their content that it would be improper to allow these two firms to continue with the process. Thank you for allowing staff to participate in this process. We will be available to assist you as a committee as you progress through this process.

DK

14A(11)

6

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen & Switkes FIELD APPLIED FOR: All

COMMITTEE MEMBER: NORMAN C. Powell DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	33
2. Proposers key personnel experience of those assigned to the City	35	35
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	30

TOTAL SCORE: 98

Comments:

Committee Member Signature:

14A(12)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen/Switkes **FIELD APPLIED FOR:** Full

COMMITTEE MEMBER: Howard Lenard **DATE:** 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	30
2. Proposers key personnel experience of those assigned to the City	35	30
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	25

TOTAL SCORE: 85

Comments:

Committee Member Signature: H. Lenard

14A(13)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen & Switkes **FIELD APPLIED FOR:** All Three

COMMITTEE MEMBER: Roland Galdos **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	28
2. Proposers key personnel experience of those assigned to the City	35	30
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	30

TOTAL SCORE: 88

Comments:

Committee Member Signature:

14 X (14)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen Switkes **FIELD APPLIED FOR:** all

COMMITTEE MEMBER: Aaron Cohen **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	35
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	30

TOTAL SCORE: 100

Comments: This firm has successfully and economically represented NBV in the past. I think the commission can negotiate a better contract than that proposed. We are a small city that does not need a monster firm at monstrous rates.

Committee Member Signature:

14A(15)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Rosen + Switches FIELD APPLIED FOR: General Counsel, Labor + Zoning

COMMITTEE MEMBER: Nick Siegfried DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities 30	35	32
2. Proposers key personnel experience of those assigned to the City 3	35	32
3. Cost proposal: creativity and base line retainer vs. hourly costs 3	30	30

TOTAL SCORE: 92

Comments:

Committee Member Signature:

14A(16)

11

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller + Olive FIELD APPLIED FOR: Labor

COMMITTEE MEMBER: Nick Sigford DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	33
2. Proposers key personnel experience of those assigned to the City	35	33
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	28

TOTAL SCORE: 94

Comments:

Committee Member Signature:

14 X (17)

12

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller Olive **FIELD APPLIED FOR:** Labor

COMMITTEE MEMBER: _____ **DATE:** August 15, 2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	35
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	30

TOTAL SCORE: 100

Comments: Score is only for the Labor category

Committee Member Signature: [signature]

14 A (18)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller Olive FIELD APPLIED FOR: LABOR

COMMITTEE MEMBER: HOWARD LENARD DATE: 8.15.2012

LABOR ONLY

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	30
2. Proposers key personnel experience of those assigned to the City	35	30
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	29

TOTAL SCORE: 89 LABOR

Comments:

Committee Member Signature:

14 A (19)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller **FIELD APPLIED FOR:** Labor/Employment

COMMITTEE MEMBER: Roland Gaddes **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	33
2. Proposers key personnel experience of those assigned to the City	35	34
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	27

TOTAL SCORE: 94

Comments: Total Score is only for proposed Legal Services of Labor/Employment.

Committee Member Signature: [signature]

144 (20)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Bryant Miller **FIELD APPLIED FOR:** Labor Relations

COMMITTEE MEMBER: Aaron Cohen **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	35
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	10

TOTAL SCORE: 80

Comments: City should hire this firm on an hourly rate basis only, with perhaps a small conflict retainer.

This firm has an excellent and PROVEN track record with the city

Committee Member Signature:

14A(21)

16

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss Serota **FIELD APPLIED FOR:** All Three

COMMITTEE MEMBER: Roland Gabbos **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	34
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	26

TOTAL SCORE: 95

Comments:

Committee Member Signature:

14A(22)

17

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss Serota **FIELD APPLIED FOR:** All

COMMITTEE MEMBER: NORMAN C. Powell **DATE:** 8-15-2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	35
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	25

TOTAL SCORE: 95

Comments:

Committee Member Signature:

14A(23)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss Serota **FIELD APPLIED FOR:** all

COMMITTEE MEMBER: Aaron Cohen **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	15
2. Proposers key personnel experience of those assigned to the City	35	25
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	0

TOTAL SCORE: 40

Comments: For seven months this firm charged the city $185,308.00 which if extrapolated to an annual rate would exceed $300,000.00 This firm is way too big and way too expensive for NBV, which already has budget problems. Also I don't think they've done such a great job considering their premium rates. Their labor attorney has only been an attorney for 7 years

Committee Member Signature:

14A(24)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss/Serota FIELD APPLIED FOR: Fun

COMMITTEE MEMBER: Howard LENARD DATE: 8·15·2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	28
2. Proposers key personnel experience of those assigned to the City	35	28
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	29

TOTAL SCORE: 85

Comments:

Committee Member Signature: H.B. Lenard

14A(25)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Weiss Serota FIELD APPLIED FOR: General Counsel, Zoning & Code

COMMITTEE MEMBER: Nick Siegfried DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	35
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	30

TOTAL SCORE: 100

Comments:

Committee Member Signature:

14A(26)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns Weaver **FIELD APPLIED FOR:** All Three

COMMITTEE MEMBER: Roland Baldos **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	35
2. Proposers key personnel experience of those assigned to the City	35	34
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	26

TOTAL SCORE: 95

Comments:

Committee Member Signature:

14A(27)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns Weaver FIELD APPLIED FOR: General Counsel, Labor & Zoning

COMMITTEE MEMBER: Nick Siegfried DATE: 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	33
2. Proposers key personnel experience of those assigned to the City	35	33
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	25

TOTAL SCORE: 91

Comments:

Committee Member Signature:

14A (28)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns, Weaver FIELD APPLIED FOR: Fou

COMMITTEE MEMBER: HOWARD LENARD DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	32
2. Proposers key personnel experience of those assigned to the City	35	32
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	26

TOTAL SCORE: 90

Comments:

Committee Member Signature: H.B. Lenard

14A(29)

14A(30)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Stearns Weaver FIELD APPLIED FOR: All

COMMITTEE MEMBER: NORMAN C. Powell DATE: 8-15-2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	32
2. Proposers key personnel experience of those assigned to the City	35	33
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	30

TOTAL SCORE: 95

Comments:

Committee Member Signature:

14A(31)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray Robinson **FIELD APPLIED FOR:** all

COMMITTEE MEMBER: Aaron Cohen **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	10
2. Proposers key personnel experience of those assigned to the City	35	10
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	0

TOTAL SCORE: 20

Comments: On the first time around this firm had much less to offer, Now, only with the addition of John Herin, is this firm able to offer true general counsel experience.

Committee Member Signature:

14A(32)

Steven Zelkowitz
John Hevia
Marlene Quintana

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray-Robinson **FIELD APPLIED FOR:** General Counsel, Labor & Zoning

COMMITTEE MEMBER: Nick Siegfried **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	30
2. Proposers key personnel experience of those assigned to the City	35	30
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	25

TOTAL SCORE: 85

Comments:

Committee Member Signature:

14A(33)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray Robinson **FIELD APPLIED FOR:** All

COMMITTEE MEMBER: NORMAN C. Powell **DATE:** 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	32
2. Proposers key personnel experience of those assigned to the City	35	32
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	32

TOTAL SCORE: 96

Comments:

Committee Member Signature:

14A(34)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: Gray Robinson **FIELD APPLIED FOR:** All three

COMMITTEE MEMBER: Roland Gables **DATE:** 8/15/12

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	31
2. Proposers key personnel experience of those assigned to the City	35	33
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	27

TOTAL SCORE: 91

Comments:

Committee Member Signature:

14A(35)

EVALUATION MATRIX

RFQ NO. NBV 2012-02

FIRM: GRAY Robinson FIELD APPLIED FOR: FULL

COMMITTEE MEMBER: HOWARD LENARD DATE: 8.15.2012

EVALUATION CRITERIA	VALUE (MAX POSSIBLE SCORE)	SCORE
1. Proposers experience, qualifications, capabilities and past performance with similar municipalities	35	30
2. Proposers key personnel experience of those assigned to the City	35	30
3. Cost proposal: creativity and base line retainer vs. hourly costs	30	27

TOTAL SCORE: 87

Comments:

Committee Member Signature: H.B. Lenard

14A(36)

LEGAL SERVICES RFQ COMMITTEE MEMBERS

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14A(37)

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: July 6, 2012

TO: Dennis Kelly
City Manager

FROM: Yvonne P. Hamilton
City Clerk

SUBJECT: Request for Qualifications (RFQ NO. NBV 2012-02) - Legal Services for the City of North Bay Village

---

Today, July 6, 2012, at approximately 10:00 a.m., Marie Armand, Records Management Clerk and I conducted the scheduled opening of the responses to the RFQ for Legal Services for the City of North Bay Village. Eight (8) sealed proposals were received and opened in the City Commission Chambers. No representatives of the companies were present.

Responses were received from the below-listed firms/individuals:

1. Littler Mendelson, P.C.
   One Biscayne Tower
   2 South Biscayne Boulevard, Suite #1500
   Miami, FL 33131
   (305)400-7535

2. Becker & Poliakoff
   3111 Stirling Road
   Hollywood, FL 33312
   (954) 985-4183

14A (38)

3. Bryant Miller Oliver
   Miami
   Suntrust International Center
   1 S.E. 3rd Avenue, Suite 2200
   Miami, FL 33131
   (305) 374-7349

4. Gray/Robinson
   Attorneys At Law
   401 E. Las Olas Blvd., Suite 1850
   Ft. Lauderdale, FL 33301
   (954) 761-8111

5. Rosen & Switkes P.L.
   407 Lincoln Road, PH SE
   Miami Beach, FL 33139
   (305) 534-4757

6. Stearns Weaver Miller
   Weissler Alhadeff & Sitterson, P.A.
   Museum Tower
   150 West Flagler Street, Suite 2200
   Miami, FL 33130
   (305) 789-3200

7. Shutts & Bowen LLP
   201 S. Biscayne Boulevard, Suite 1500
   Miami, FL 33131
   (305) 347-7341

8. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L
   Attorneys At Law
   2525 Ponce De Leon Boulevard, Suite 700
   Coral Gables, FL 33134
   (305) 854-0800

/yph

14A(39)

City of North Bay Village

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

CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 1

Issued: June 22, 2012

Subject: Extension to
Request for Qualifications for Legal Services
RFQ No. NBV 2012-02

Notice to all proposers:

Due to the fact that staff is still working on responses pertaining to the RFQ, the deadline for submittal of the RFQ responses has been extended to Friday, July 6, 2012 at 10:00 a.m.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH RFQ RESPONSE

14A (40)

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

City of North Bay Village

Administrative Offices
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CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 2

Issued: June 25, 2012

Subject: Extension to
Request for Qualifications for Legal Services
RFQ No. NBV 2012-02

Notice to all proposers:

Questions concerning this RFQ for legal services will be received until noon on June 29, 2012. Thereafter, the City will not respond to any questions relative to the RFQ.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH RFQ RESPONSE

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

14A(4)

City of North Bay Village

Administrative Offices
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 3

Issued: June 25, 2012

Subject: Extension to
Request for Qualifications for Legal Services
RFQ No. NBV 2012-02

Notice to all proposers:

Question

1. The RFQ in its "background" section and in the Cost Proposal section, indicates that the City is seeking a proposal which contains 2 components: (a) an annual retainer amount for a defined "base level of service," and (b) other services outside the "base level of service" to be provided on an hourly rate basis. The RFQ's Cost Proposal section also asks each proposer to assume that the firm will incur "500 total hours of billing annually."

A. Should we assume that for each area of legal service (General Counsel, Labor Relations, and Planning/Zoning Land Use) it will require at least 500 hours of billing per year (so 500 for General Counsel, 500 for Labor Relations and 500 for Planning/Zoning) for a total of 1,500 hours? If this assumption is wrong, please explain how the 500 hours assumption is expected to work.

Answer

Assume 500 hours total for each area of expertise. The last sentence of the Cost Proposal has a parenthetical note to that affect. Assume, for example, an hourly rate of $225.00 for 500 hours would be $112,500 annually. If you provide a monthly retainer for $8,000 that would equal $96,000 annually leaving $16,000 for services above the base level. This leads to item B. below;

ADDENDUM NO. 3

Question

B. In defining our "base level of service," are we to refer to the 11 categories listed in the Scope and Purpose/Specific Duties and Responsibilities section of the RFQ at pp. 1-3 AND the 5 categories of services listed at 1.d.5 on pp. 21-22 under Submission Requirements/Qualifications and Experience? Should we define our "base level of service" for the retainer amount with specific reference to these 16 categories? If these assumptions are wrong, please explain.

Answer

For clarification, I believe there is a typo regarding the pages for the 5 categories of services at 1.d.5. They are found on page 15 in the most recent RFQ. In the old RFQ they were on page 13. In defining your base level of service, tell us what you will include by using these 11 categories on pp. 1-2 and the 5 minimum legal services as a guide to what will be included. Keep in mind the City reserves its rights to negotiate a contract with the firm selected based on the RFQ in total. The opening paragraph of the Specific Duties and Responsibilities (page1) states, . . ."firms. . .must demonstrate the ability to perform the following scope of services within any of the three areas of expertise. . .," then goes on to list those 11 items. As to the 5 items under 1.d.5. (page 15) it is requested, in essence, a brief discussion be presented for each area of expertise. As a side note, these items, the Scope and Purpose on pages 1-2 and the Qualifications and Experience, 1.d.5. are identical to the previous RFQ. The language in these sections has not changed. One of the underlying challenges in defining one's base level of service may require some imaginative or creative thinking: Can a combined retainer with a discount be created if a firm provides more than one service? Can one arbitration or more per fiscal year be included in a base level of service? Is a firm willing to include one or two site plan reviews per year as part of their retainer?

Question

C. The 16 categories of services contained in the RFQ are not divided by the individual area of legal services set forth in the RFQ. As for each area of legal service (General Counsel, Labor Relations, and Planning/Zoning Land Use), please advise which of the 16 categories of services applies to each area of legal services. In other words, which goes with which?

14A(43)

ADDENDUM NO. 3

Answer

In that this is identical language from the previous RFQ, the breakdown is to demonstrate ability to perform the 11 duties and responsibilities within any of the three areas of expertise (in other words, all of them). The same applies to 1.d.5. in that they must reflect an expectation to provide, ". . .minimum legal services, including, but not limited to. . .," for each area of legal expertise as they apply to the five items listed. The language is clear that all 16 categories are applicable to each of the three areas of expertise.

Question

D. For the hourly services, should we specify which of the 11 categories listed in the Scope and Purpose section of the RFQ we are NOT including in the base level of service/retainer amount? If this is not what you were expecting each firm to provide for the "hourly services," please explain.

Answer

Treat this question in the following manner and it should help clarify how you want to define your base level compared to your hourly services: Base level of services will be fixed costs (how much is your firm willing to include in the definition of fixed costs? See B. above); the hourly services will be variable costs (the City will have budget challenges in dealing with variable costs so they are going to work to reduce those as much as possible and direct as much cost as possible into the fixed category). The City is leaving that challenge up to each applicant.

Question

E. Does the reference to "monthly hourly fee" on the Cost Proposal chart on page 24, seek the hourly rate that each firm will charge for any hourly work performed outside the retainer/base level of service amount? If this assumption is incorrect, please explain.

ADDENDUM NO. 3

Answer

The assumption is correct; specify the firm's hourly rate. Also for clarification, the page number appears to be a typo (page 24 should be page 16; the old RFQ had it at page 14).

Question

F. Does the reference to "monthly hourly fees" (plural) on the Cost Proposal chart on page 24, seek an estimate from each firm of the total activities outside of the base level of service/retainer amount, that the firm expects to perform each month (hours x hourly rate)? If this is not what you were expecting each firm to provide for the "monthly hourly fees," please explain.

Answer

The intention of identifying monthly hourly fees is to reach a definition of an hourly rate and focus more on the retainer portion of the equation. Basically, what is your retainer, what does it include and what will you provide on an hourly basis relative to the retainer? Keeping in mind all this will be negotiable with the selected firm or individual.

Question

G. What assumptions should each proposer make about the litigation and arbitration needs of the City in the coming year in coming up with an estimate of "monthly hourly fees?" What about special projects like the Bay Walk, development of a new City Hall, larger utilities projects, and/or a rewrite of the City's Land Development Regulations, Code of Ordinances, and/or Charter? What should each proposer assume about those potential activities during the coming year in coming up with their estimate of monthly hourly fees?

ADDENDUM NO. 3

Answer

Again, refer you back to paragraph B. What creative package can a firm or individual put together that can contribute to the City's ability to control costs? Can there be an hourly rate at $225.00 for the first 20 hours of a project, then drop the hourly rate to $200.00 or $190.00 for the next 20 hours or until a project is completed? If litigation goes beyond a certain number of hours, can the hourly rate be lowered? Even beyond the retainer, can a package be presented per project with a not to exceed cost? Some imagination and creativity will be welcomed in this respect.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____

Print Name: _____

Firm: _____

Date: _____

SUBMIT WITH RFQ RESPONSE

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
ADDENDUM NO. 4

Issued: June 27, 2012

Subject: Request for Qualifications for Legal Services
RFQ No. NBV 2012-02

Notice to all proposers:

1. Question
On page 24, the last line asks for Monthly hourly fee. Is this a mistake or is it supposed to read Yearly hourly fee?

Answer
This was a typo; the last line should read Yearly instead of Monthly.

2. Question
Are there any additional addenda or changes to the Request for Qualifications?
Answer

Please see Addenda 1, 2, and 3 Attached.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH RFQ RESPONSE

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

14A(4)

City of North Bay Village

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

CITY OF NORTH BAY VILLAGE
ADDENDUM NO. 5

Issued: July 2, 2012

Subject: Request for Qualifications for Legal Services
RFQ No. NBV 2012-02

Notice to all proposers:

Question

Is the current legal budget is broken down by the three categories outlined in RFQ No. NBV 2012-02: general counsel, labor relations, and planning/zoning land use legal services? If so, what were the budgeted amounts and actual expenditures by category in the last two years?

Answer

The City did not track the amounts by category; however, we were able to generate a general idea of a breakdown by category, but the numbers will not be totally accurate, but will provide a rough outline of how much was billed for general counsel, labor relations and planning/zoning land use. The budgeted amount for legal services in FY 2011 was $200,000.00 and for FY 2012 was $300,000. The amount expended for General Counsel for seven (7) months from 12/2011 thru 6/14/2012 was $77,312; the amount expended for Labor for seven (7) months from 12/2011 thru 6/14/2012 was $61,630; and the amount expended for Planning/Zoning Land Use for seven (7) months from 12/2011 thru 6/14/2012 was $46,366.

Issued by: City of North Bay Village

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: _____
Firm: _____
Date: _____

SUBMIT WITH RFQ RESPONSE

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

144 (48)

CITY OF NORTH BAY VILLAGE

REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES

RFQ NO. NBV 2012-02

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting qualifications from Florida Licensed Attorneys and/or Firms to provide legal Services for the City.

Respondents must submit an original unbound response, ten (10) additional copies, and one (1) electronic copy in CD format to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Request for Qualifications may be obtained at North Bay Village City Hall, 1700 Kennedy Causeway, Suite 132, North Bay VIllage, Florida 33141from 9:00a.m. to 4:00p.m. or by emailing vvonne.hamilton@ nbvillage.com.

Sealed Responses clearly labeled with the RFQ title and number must be received by mail or hand delivered on or before June 26, 2012 no later than 10:00 a.m. local time at which time they will be publicly opened. late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the RFQ including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.
Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this RFQ are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

14A(49)

TABLE OF CONTENTS

BACKGROUND 1

SCOPE AND PURPOSE 1

GENERAL CONDITIONS & INFORMATION 4

SUBMISSION REQUIREMENTS 14

EVALUATION AND SELECTION 18

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST 19

DRUG FREE WORKPLACE 22

NON-COLLUSION AFFIDAVIT 24

14 A(50)

BACKGROUND

LEGAL SERVICES

The City of North Bay Village, Florida, a *three island paradise* municipality within Miami Dade County with a population of approximately 7200 is seeking highly qualified attorneys and or firms who are inspired by the interesting challenges of an active small community.

The City is looking for attorneys and or firms with expertise in areas of: General Counsel, Labor Relations and Planning/Zoning Land Use. The attorneys and or firms that that will be hired will need to be qualified Florida Bar licensed Attorneys or Firms willing and able to provide sound legal advice in the three areas designated above.

The City will consider hiring separate firms and/or attorneys to handle each of the different areas of expertise detailed above but will also consider hiring the same firm and/or attorney to provide advice for all three areas or any combination of the three areas. Therefore, an attorney and or firm may prepare a proposal to provide all of the legal services described or they may prepare a proposal to provide services for specific areas of representation. The City is looking to enter into a retainer agreement for each of these legal services. The retainer will be based on a negotiated agreement to include, but not be limited to, a base level of service for each area of expertise with services above the base level charged on an established hourly rate.

SCOPE AND PURPOSE

LEGAL SERVICES

SPECIFIC DUTIES AND RESPONSIBILITIES:

The proposing attorneys or firms shall be responsible for and must demonstrate the ability to perform the following scope of services within any of the three areas of expertise or combinations thereof: General Counsel, Labor Relations and Planning/Zoning Land Use:

14A(51)

f Preparation and review of all ordinances, resolutions, contracts, interlocal agreements, employment agreements, RFQ's/RFP's, bonds, legal opinions, deeds, leases, and such other legal or written instruments in which the City is concerned and shall endorse on each approval as to form, language, and execution thereof.

14A(52)

- Prosecute and defend, for and on behalf of the City against any and all complaints, suits and controversies in which the City is a party, before any court or other legally constituted tribunal.

- Render such opinions on legal matters affecting the City as the Commission may direct.

- Attendance at all required meetings and engagement of all such agreements as required by Commission as a condition of employment including, but not limited City Commission Meetings, including special and emergency meetings, and all required committee or agency meetings.

- Performance of such other professional duties and functions as may be required by ordinance or resolution of the Commission or the City Charter.

- Provision of legal services includes providing advice in all aspects of municipal law and litigation, and will provide legal advice to the City, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees, and require the availability of the attorneys and firms to attend meetings within the City, as needed, and to provide legal assistance in a prompt and efficient manner._Advice should be provided on local government law and procedures including, but not limited to, Florida Statutes §166 titled Municipalities, appropriations, procurement, competitive bidding, Ethics Code for Public Officials, conflicts of interest and parliamentary procedure. Additionally, Florida Statutes §119 titled Public Records.

- Advice on matters including, but not limited to, zoning, land use, labor, utilities and municipal finance litigation.

- Review, at the manager's or department directors request, correspondence, contracts, standard operating procedures, and any and all other documents or processes.

- Advise the Commission, City Manager, and department heads in all cases when a legal opinion is required and requested.

- Represent the City in all matters in which the City has an interest coming before any court or tribunal, except in such cases as other arrangements may be specifically made by the Commission.

144(53)

f Serve as liaison with independent counsel when required.

MINIMUM QUALIFICATIONS:

For consideration for this Legal Services RFQ, Respondents shall be licensed attorneys in good standing with the Florida Bar and, immediately preceding the time of appointment, shall possess either a minimum of ten (10) years experience practicing law in the courts of the State of Florida, of which a minimum of Seven (7) years consist of practice in the area of municipal government law and minimum of four (4) years experience in each separate expertise area of advice for which the respondent is applying: General Counsel, Labor Relations and Planning/Zoning Land Use

1. Submission of Request for Qualifications

Attorney or Firms shall submit one original unbound Response, ten (10) photocopies, and one (1) electronic copy in CD format.

Request for Qualifications (RFQ) must be in conformance with the detailed submittal instructions and must be delivered by mail, courier or personal delivery by the time and date indicated in the legal notice. **RFQ No. NBV 2012-02 LEGAL SERVICES RESPONSE SUBMITTALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED SHALL BE REFUSED.** The time indicated by the time clock in the City Clerk's office is considered the official time of receipt. No faxed or email RFQ responses will be accepted.

RFQ's may be submitted in person or by mail to the following address:

In Person/Courier/By Mail:

City of North Bay Village
City Hall Building
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
ATTN: CITY CLERK OFFICE

Upon submission, all documents become the property of the City of North Bay Village and are subject to public records laws.

2. Rules, Regulations. Laws, Ordinances. & Licenses

The awarded attorneys or firms shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, County and local municipality, which may be applicable to the service being provided. The awarded attorneys or firms shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

3. Requests for Additional Information or Questions

14A(55)

Any requests for additional information or clarification should be submitted in writing to City Hall or by email no later than **10:00 A.M. local time on Tuesday, June 26, 2012** to the attention of Yvonne Hamilton-Yvonne.hamilton@nbvillage.com.

(44/56)

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addendums are issued to this RFQ, the City will notify all prospective attorneys or firms via email.

It shall be the responsibility of each attorney or firm, prior to submitting the response, to contact the City Clerk to determine if addenda were issued and to acknowledge such addendums on the Response.

4. Lobbying

All attorneys or firms and their agents who intend to submit, or who submitted, bids or responses for this City of North Bay Village Legal Services RFQ, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner, nor any employee of the City of North Bay Village are to be lobbied either individually or collectively concerning this City of North Bay Village Legal Services RFQ.

Contact shall only be made through the City Clerk in writing for the purposes of obtaining additional or clarifying information.

5. <u>Reserves the Right</u>

The City anticipates awarding a minimum of one contract or a maximum of three contracts for legal services as a result of this RFQ. The City, however, reserves the right to reject any and all submitted Responses and to further define or limit the scope of the award, to waive any informalities or irregularities in any responses, re-advertise for responses, to award in whole or in part to one or more respondents, or take any other action that may be deemed to be in the best interests of the City.

The City reserves the right to request additional information from attorneys or firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Qualifications be completed in all respects.

194(57)

The City reserves the right to negotiate modifications to the re.sponse submittals that it deems acceptable, reject any and all RFQ responses in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting agreement(s)/contract(s) may be canceled at any time by the City of North Bay Village without cause, upon a thirty (30) day written cancellation notice.

14A(58)

7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remam the sole property of the City. The awarded attorneys or firms. shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement, the proposing attorneys or firms shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded attorneys or firms in connection with the City of North Bay Village Legal Services RFQ), as well as all documents bearing the professional seal of the attorney or firm. The City shall, upon delivery of the aforesaid documents, pay the attorneys or firms and the attorneys or firms shall accept as full payment for its services there under, a sum of money equal to the percentage of the work done by the attorneys or firms and accepted as satisfactory to the City.

8. Indemnification

The proposing attorneys or firms shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the proposing attorneys or firms and any persons employed or utilized by proposing attorneys or firms, under this solicitation, and in the performance of this contract.

9. Equal Employment

In accordance with Federal, State and Local law, the proposing attorneys or firms will not discriminate against any employees or applicants for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or handicap. The proposing attorneys or firms will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

10. Insurance

14A(59)

10.1 Without limiting its liability, the proposing attorneys or firms shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the proposing attorneys or firms, from claims which may arise out of or result from the proposing attorney's or firm's execution of a contract with the City of North Bay Village for Legal Services, whether such execution by himself or by any sub-consultant, or by anyone

14A(60)

directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Workers' Compensation Insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws. The policy must include employer's Liability with a minimum limit of $1,000,000.00 for each accident.

Comprehensive General Liability coverage shall have minimum limits of $1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations; independent contractors and products and/or completed operations; broad form property damage; and contractual liability endorsement.

Business Vehicular Liability coverage shall have minimum limits of $1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability: This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non- Ownership.

Professional Liability (errors and omissions) coverage shall have minimum limits of
$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed $20,000.00 each claim.

10.2 **The City shall be listed as an additional insured on the comprehensive general liability policy.** In the event the insurance coverage expires prior to completion of the term for City of North Bay Village Legal services contract, 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.

10.3 Unless otherwise specified, it shall be the responsibility of the proposing attorneys or firms to insure that all sub-consultants comply with the same insurance requirements herein. All proposer certificates of insurance must be on file with and approved by the City before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

14A(61)

10.4 The proposing attorneys or firms shall "flow down" the requirements of this provision to all sub-consultants.

10.5 The limits of insurance required above must be retained throughout the term of the contract (s). The proposing attorneys or firms must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

10.6 Policies should be written on an "occurrence" basis.

11. Opening of Request for Qualifications

RFQ'S will be opened and evaluated after the final date and time set for receipt. The City may request proposing attorney(s) or firm(s) considered for award to make an oral presentation to a selection board or to submit additional data.

12. Rejection of Response Submittals

The City reserves the right to reject any and all response submittals to this RFQ. It also reserves the right to waive any minor irregularities in connection with any and all response submittals to this RFQ, to re-advertise for responses, to award in whole or in part or in part to one or more respondents, or take any other actions that may be deemed in the best interests of the City.

13. Acceptance of Response Submittal

Within ninety (90) days after the final submission date for Request for Qualifications, the City will act upon them. The successful attorneys or firms will be requested to enter into negotiations to produce a contract(s) for The City of North Bay Village Legal Services. The City reserves the right to terminate negotiations in the event it deems progress towards a contract(s) to be insufficient.

14. Applicable Law

All applicable laws and regulations of the State of Florida and ordinances and regulations of the County, and City of North Bay Village will apply to any resulting agreement and venue for any action arising out of any agreement and such right shall remain solely with the County if in Circuit Court, the City if in County Court, and In the Southern District of Florida if in Federal Court.

15. Qualification of Proposing Attorney or Firm

Response submittals to this RFQ will be considered from attorneys of firms normally engaged in providing the services requested. The proposing attorneys or firms must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of North Bay Village. The City reserves the right, before recommending any award, to inspect

14A(63)

the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of North Bay Village will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this RFQ where evidence submitted, or investigation and evaluation, indicates inability of attorney(s) or firm(s) to perform.

14A(64)

16. Designated Contact

The awarded attorneys or firms shall appoint a person to act as a primary contact with the City of North Bay Village. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.

17. Deviations from Specifications

The awarded attorneys or firms shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City of North Bay Village.

18. Precedence of Conditions

The proposing attorneys or firms, by virtue of submitting a response, agrees that City's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately or included.

19. Response Withdrawal

After response submittals for this RFQ are opened, corrections or modifications to responses are not permitted, but the proposing attorneys or firms may be permitted to withdraw an erroneous response prior to the proposal award by City Commission, if the following is established:

19.1That the proposing attorney or firm acted in good faith in submitting the response;

19.2 That the error was not the result of gross negligence or willful inattention on the part of the attorney or firm;

19.3 That the error was discovered and communicated to the City within twenty-four (24) hours of opening the response submittals received, along with a request for permission to withdraw the response; or

14A(65)

19.4 The attorney or firm submits documentation and an explanation of how the response submittal error was made.

14A(66)

20. Public Entity Crimes

A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFQ on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.

21. Contingent Fees Prohibited

The proposing attorneys or firms must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor, sub-consultant or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor subcontractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

22. City of North Bay Village Attorney Records

All records in any manner whatsoever assigned to the City of North Bay Village attorney or firm, or any designated portion thereof which are in the possession of the proposing attorney or firm or proposing attorney's or firm's sub-consultants, shall be made available, upon request by the City, for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City to any state, federal or other regulatory authorities and any such authority may review the same. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document and relate to the City of North Bay Village. Said records expressly include those documents reflecting the time expended by the proposing attorney or firm and its personnel in performing the obligations of the agreement and the records of expenses incurred by the proposing attorney or firm in its performance under said contract.

23. Auditable Records

The proposing attorney or firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be

14A(68)

maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Law.

24. Unauthorized Persons/Aliens

The employment of unauthorized persons/aliens by any attorney or firm is considered a violation of Federal Law. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFQ. This applies to any contractors, sub-contractors or consultants used by the attorney or firm as well.

25. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default there under by the awarded attorneys or firms should not be deemed to be a waiver of any default or breach by the City.

26. Attorney's Fees

Should it become necessary for the City to bring any action against the awarded attorneys or firms to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded attorneys or firms will pay all costs attendant thereto, including reasonable attorney's fees for the City.

144(69)

SUBMISSION REQUIREMENTS

LEGAL SERVICES

It is imperative that the information submitted is precise, clear, and complete. All submittals must be presented in an original unbound response and ten (10) additional copies an 8 1/2" x
11", tabbed for the following format (submittals not conforming to this format may be disqualified from further consideration), and electronically in CD format.

Request for Qualifications (RFQ) should include the requirements listed below. Submittals submitted without meeting ALL the requirements may be considered non-responsive.

1. Format

   Sections and subsections should correspond in sequence with those identified below. All additional information that the attorney(s) / firm(s) believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

   The following information shall be provided in the order detailed: **failure to provide any one part of this section without appropriate explanation may result in disqualification of Response.**

   a. **Title Page** - List the RFQ subject, the name of the attorney or firm, address, telephone number, email address, contact person and date.

   b. **Table of contents** - Include a clear identification of the material included in the submittal by page number.

   c. **Letter of Interest--** Limit two (2) pages. Identify which type of legal service(s) you and/or the firm is willing to provide: General Counsel, Labor Relations, Planning/Zoning Land Use. Make a positive commitment to perform the required work within a specified timeline, acknowledgement of receipt of addenda. Give the name(s) of the person(s) who will be authorized to make representation for the attorney or firm, their title, phone number and email address.

148(70)

d. **Qualifications and Experience**

1. Provide a brief discussion of the **attorney or firm's understanding and approach** to the work described herein (if you would like to represent the City in more than one area please detail the attorney or firms understanding for each type of Legal Service).

2. Provide **resumes** of the attorney/firm; and in the case of law firms, resumes of the individual attorney(s) who will work on City matters and a statement identifying the individual attorney who will attend meetings and have primary responsibility for City matters and whether that attorney(s) represents other municipalities (if you would like to represent the City in more than one legal area please detail the above for each area) and provide the proximity in miles of the attorney(s)/firms(s) offices to City Hall. The resume of each individual attorney must also list if they have ever been under review by any Bar Association, Court or Ethical Commission. If they have been under review they must list the date, reason and outcome.

3. A list of any other attorneys or law firms with whom the attorney/firm has a contractual relationship or other business affiliation; and, in the case of law firms, a list of all attorneys in the firm.

4. A disclosure of the following: (a) any relationships between the attorney or attorneys of the firm and any Commission member, his/her spouse, or family: (b) any relationship between attorney or attorneys of the firm and any business or entity owned by a Commission member or their family or in which a Commission member or their family has or had an interest; (c) any other information concerning any relationships between the attorney or attorneys of the firm and any Commission member which the Applicant deems might be relevant to the Commission's consideration; (d) such other governmental or quasi-governmental entities which are represented by the attorney or the attorneys of the firm, and the nature of the representation in such matters; and (e) a "conflict list" if same is maintained by the attorney or the firm.

5. The Attorneys/Firms shall be expected to provide the following m1n1mum legal services including, but not limited to, the following for each area of legal expertise: General Counsel, Labor Relations and Planning/Zoning and Land Use:

14A(71)

a. Attendance at all meetings of the City Commission, including special and emergency meetings, and all required committee, agency, board or union meetings. General Counsel must attend all City Commission meetings or any other meetings as needed; Labor Relations and Planning/Zoning Land Use attorneys shall attend any meetings as directed by the City Manager;

b. Preparation of any and all necessary resolutions and ordinances;

c. Preparation of any and all legal opinions;

d. Preparation and review of any and all contracts, memorandum of understanding, and such other related documentation; and

e. Serve as liaison with outside counsel when so required

14A(72)

6. Provide three (3) professional references for each area of expertise (e.g. General Counsel-three references, Labor Law-three references and Land Use, Planning & Zoning-three references); preferably local government agencies with, at the minimum, the following information (if you would like to represent the City in more than one legal area please detail references for each area)

1. Client Name
2. Client Address
3. Contact Individual Name and Title
4. Contact Phone
5. General Description of the services provided to the client.

e. Proposer's **Certification and Non-Collusive Affidavit**

f. The City Attorneys/Firms, whether an individual or a law firm, will not be permitted to represent any client before the Commission or any committee, department or agency of the City, and will agree not to undertake any other private representation which might create a conflict of interest with the City. The City Attorneys/Firms may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member of their family has an interest.

g. All Responses received will be considered public records. The City will consider all Responses using such criteria as the Commission may adopt at its sole discretion. The attorneys or law firms selected will be required to enter into a formal agreement with the City, prior to the execution of which the City shall reserve all rights, including the right to change its selection in the sole discretion of the City,

h. Sworn Statement Under Section 287.133(3)(9.), Florida Statutes, On **Public Entity**

Crimes.

144(73)

i. **Cost Proposal-** All responses must be calculated on a combination of a fixed retainer fee for base level services and an hourly fee for services above the base level per the following formula and assumptions:

Assume you incur five hundred (500) total hours of billing annually;

Create your own definition of what your base level of service (i.e. retainer) will include; and create your own definition of what your hourly services above the base level will include. Using your definitions, estimate, using the assumed annual hours above, how much (in dollars) your retainer will be and how much (in dollars) your hourly fees will be per month and year and fill in the blanks below (do this for each area of expertise-add/copy additional pages, if necessary):

Monthly retainer: _____

Monthly hourly fees: _____

Annual retainer: _____

Monthly hourly fee: _____

14A(4)

EVALUATION AND SELECTION

LEGAL SERVICES

1. Qualifications shall be reviewed in detail by a Legal Services Selection Advisory Committee and ultimately by the City Commission.

Determination shall include, but not be limited to, the following:

A. The proposer's demonstrated understanding of the City's requirements and plans for meeting the same;

B. The professional qualifications and related experience of the persons assigned to this contract;

C. The prior experience and references of the proposer;

D. The size and organizational structure of the proposer;

and, E. The cost proposal.

2. The Selection Committee will present their top candidates to the City Commission at which point the City Commission may request that each identified attorneys or firms make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the response shall be borne by the proposer. After presentations and/or interviews are completed, the respondents shall be presented for consideration and approval at a City Commission meeting.

3. The City will negotiate a contract(s) with the top ranked attorneys or firms. Should the City in its sole discretion be unable to negotiate a satisfactory contract(s), which is competitive, reasonable, and adequate, negotiations with that attorney/firm shall terminate and the City commission shall proceed to negotiate a contract(s) with the next highest ranked attorney/ firm; and, ultimately, should all such negotiations fail, all responses shall be rejected and this solicitation shall be re-issued.

(14A75)

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

LEGAL SERVICES

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount category two of section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their responses, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of North Bay Village or its agencies.

SWORN STATEMENT PURSUANTTO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by_____
[print individual's name and title]

for_____
[print name of entity submitting sworn statement]

whose business address is _____

14A(76)

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

1480(77)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

   A predecessor or successor of a person convicted of a public entity crime; or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led 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.]

(14A79)

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED 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]

Sworn to and subscribed before me this_____ day of _____ , 2012.

(44-80)

Personally known or

Produced identification

Notary Public- State of _____

My commission expires _____

_____

(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068
(Rev.OG/11/92)

14A(81)

Whenever two or more proposals which are equal with respect to pnce, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposal will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

14A(83)

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

PROPOSER's
Signature _____

:Print----------

Name:----------

Date:

14A(84)

NON-COLLUSION AFFIDAVIT

LEGAL SERVICES

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the ---=====-----:------,-----,--::---------- (Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

(3) Such Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposal, or to fix any overhead, profit, or cost elements of the Proposal Price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

14A(85)

By: _____

Witness

Signature

Witness

Print Name and Title

Date

14A(86)

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: June 11, 2012

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

FROM: Dennis Kelly
City Manager

SUBJECT: Cone of Silence – RFQ Legal Services

The City has issued a Request for Qualifications, RFQ No. NBV 2012-02, for legal services.

Please be advised that pursuant to Section 38.18 of the City Code, "Ethics Ordinance" a Cone of Silence is hereby imposed whereby any communications between any potential bidder (proposer), service provider, lobbyist or consultant and the City staff and elected officials pertaining to this RFQ are prohibited.

Please, therefore, direct requests for information regarding this matter to the City Clerk, who will receive all requests in writing and provide responses.

Please govern yourself accordingly.

DK:/yph

Cc: Management Staff

19A(87)

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
PUBLIC NOTICE

The City of North Bay Village has solicited Request for Qualifications for (RFQ #2012-02) Legal Services. Notice is hereby given that a Selection Committee will convene for an organizational meeting on Monday, July 30, 2012 from 5:30 p.m. to 6:30 p.m. in the City Commission Chambers, 1700 Kennedy Causeway, #700, North Bay Village, Florida.

Please call (305) 756-7171 if you require further information.

Yvonne P. Hamilton, CMC
City Clerk

14A(88)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

CITY OF NORTH BAY VILLAGE
REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES
RFQ NO. NBV 2012-02

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting qualifications from Florida Licensed Attorneys and/or Firms to provide Legal Services for the City.

Respondents must submit an original unbound response, ten (10) additional copies, and one (1) electronic copy in CD format to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Request for Qualifications may be obtained at North Bay Village City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing yvonne.hamilton@nbvillage.com.

Sealed Responses clearly labeled with the RFQ title and number must be received by mail or hand delivered on or before June 26, 2012 no later than 10:00 a.m. local time at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the RFQ including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this RFQ are prohibited.

Yvonne P. Hamilton, CMC
City Clerk

14A(89)

City of North Bay Village

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MEMORANDUM
City of North Bay Village

DATE: August 30, 2012

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

FROM: Yvonne P. Hamilton, CMC
City Clerk

SUBJECT: Appointment of Member to Business Development Advisory Committee

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Attached are applications for membership to the Business Development Advisory Committee by Roy Martayan of 7630 Miami View Drive and property owner of commercial development at1600-1624 Kennedy Causeway and Henrik Risvang, of 7934 West Drive and owner of Risvang Consulting, 6538 Collins Avenue, Miami Beach, Florida. Mr. Martayan has been attending meetings of the committee as a non-voting member, subject to appointment.

The City Commission adopted Resolution No. 2012-12 creating a Business Development Advisory Committee which is to consist of seven (7) members and one (1) non-voting member. There are currently five (5) members on the Committee:

1. Barry Smith, Chair
   Trio on the Bay

14B(1)

2. Mario Joaquin Garcia, RN, MSN, FNP
   Vice Chair
   7540 Cutlass Avenue
   Past Business Owner: Capry, 1910 3rd Avenue, New York, NY 10029
   Capry, 448 5th Avenue, Brooklyn, NY 11215

3. Joshua Furman MD
   1440 Kennedy Causeway, #323A

4. Jairo E. Reyes
   Pizza D 'Light
   1886 Kennedy Causeway

5. Jason Wandner, Esq.
   Jason M. Wandner, P.A.
   7601 East Treasure Drive, CU#8

Attachment: Board Application

14B(2)

AUG 7 AM11:54

AUG 13 7PM

City of North Bay Village

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

CITY OF NORTH BAY VILLAGE
BOARD/COMMITTEE APPLICATION

NAME Roy Martayan TELEPHONE # (305) 542-1426

MAILING ADDRESS 7630 Miami View Dr, N. Bay Village, FL 33141

CITY RESIDENT: YES X NO ____ HOW MANY YEARS 12

BUSINESS OWNER: YES X NO ____ PAST OR PRESENT Present

NAME AND ADDRESS OF BUSINESS Investment Properties Owned @ 1600-1624 79th St. Cswy ; 7631 Miami View Dr ; 1455 N. Treasure Dr.

HOW LONG HAVE YOU BEEN ~~OPERATING~~ Owning IN THE CITY? 11 Years (Eleven).

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY COMMITEE	☐	COMMUNITY ENHANCEMENT BOARD	☐
ARTS, CULTURAL & SPECIAL EVENTS BOARD	☐	PLANNING & ZONING BOARD	☐
BUSINES DEVELOPMENT ADVISORY COMMITTEE	☒	YOUTH SERVICES BOARD	☐
CITIZEN BUDGET AND OVERSIGHT BOARD	☐		

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES X NO ____

HAVE YOU EVER SERVED ON A CITY BOARD/COMMITTEE? YES X NO ____

HAVE YOU EVER BEEN A CITY EMPLOYEE? YES ____ NO X

ARE YOU A REGISTERED VOTER? YES X NO ____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
Planning & Zoning Board.
Twice Beautification Board.
Charter Review Board.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)
Having Owned Several Investment Properties In The City, From New Construction To Existing Repair And Having Served On Several Boards, I Know That I Can Be An Asset To The City As To What Is Needed To Make Our City More Business Friendly That Will Not Only Benefit The Business Owners But Also The Residents Of Our Community Which I Have Been A Part Of For The Last 12 Years.

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

14B(3)

City of North Bay Village
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CITY OF NORTH BAY VILLAGE
BOARD/COMMITTEE APPLICATION

NAME HENRIK RISVANG TELEPHONE # 786 999 2079

MAILING ADDRESS 6538 COLLINS AVE #65, MIAMI BEACH, FL 33141

CITY RESIDENT: YES X NO ____ HOW MANY YEARS 5 7934 W. Drive

BUSINESS OWNER: YES X NO ____ PAST OR PRESENT BOTH

NAME AND ADDRESS OF BUSINESS RISVANG CONSULTING
6538 COLLINS AVE, #65, MIAMI BEACH, FL 33141

HOW LONG HAVE YOU BEEN OPERATING IN THE CITY? 5 YEARS

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITEE ☐
- ARTS, CULTURAL & SPECIAL EVENTS BOARD ☐
- BUSINES DEVELOPMENT ADVISORY COMMITTEE ☒
- CITIZEN BUDGET AND OVERSIGHT BOARD ☐
- COMMUNITY ENHANCEMENT BOARD ☐
- PLANNING & ZONING BOARD ☐
- YOUTH SERVICES BOARD ☐

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES X NO ____

HAVE YOU EVER SERVED ON A CITY BOARD/COMMITTEE? YES ____ NO X

HAVE YOU EVER BEEN A CITY EMPLOYEE? YES ____ NO X

ARE YOU A REGISTERED VOTER? YES X NO ____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
5 YEARS BANKING EDUC/EXPERIENCE
25 YEARS IT & OPERATIONS, IBM, SAP, CONSULT, INTERNET MKTG
INTL BIZ EXPERIENCE - EUROPE, BRAZIL

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

EXPERT IN TURN-AROUND, RAPID BIZ GROWTH
WRITTEN ARTICLES FOR SMALL BIZ NEWS
PRESIDENT OF BOARD, SPACO 01 HOA

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

14B(4)

RESOLUTION NO. 2012-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A BUSINESS DEVELOPMENT ADVISORY COMMITTEE; PROVIDING COMMITTEE MEMBERSHIP; PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY VICE MAYOR EDDIE LIM)***

WHEREAS, the City Commission (the "Commission") of the City of North Bay Village (the " City") desires to aggressively attact new commerce to become part of the City business community; and

WHEREAS, the Commission would like to afford City residents with increased opportunities to be employed within the City; and

WHEREAS, well-rounded shopping facilities will be beneficial to the City residents and help build up the City's tax base; and

WHEREAS, recognizing the value of public input, the City desires to include its residents and business owners in the process of improving the economic development of the City; and

WHEREAS, the Commission therefore desires to create a Business Development Advisory Committee to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the City.

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

14B(5)

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

Section 2. **Establishment of Advisory Committee.** A Business Development Advisory Committee is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations to the City Commission for mechanisms and programs to attract new commerce to become part of the City.

Section 3. **Qualifications.** Committee members shall meet the following qualifications:

1. Have been a resident of the City of North Bay Village for a minimum of two (2) years; or
2. Own or operate a business within the City for a minimum of one (1) year.

Section 4. **Appointment and Composition of Committee.** The Committee shall consist of seven (7) voting members and one (1) non-voting member. The Mayor and Commissioners shall each nominate one voting member. The remaining members shall be appointed by a majority vote of the Commission. The City Manager shall be an ex-officio, non-voting member of the Committee. All nominations shall be subject to a majority vote by the Commission. Nominees shall be a minimum of 18 years of age. Should a vacancy occur on the Committee, the original nominating Commissioner, or, if applicable, the City Manager, shall nominate a replacement, subject to a majority vote of the Commission.

Section 5. **Duties.** The Business Development Advisory Committee shall:

1. Appoint its own chair and vice-chair;
2. Appoint a secretary, who shall keep an accurate record of the Committee's meetings;
3. Provide monthly written reports containing its activities and recommendations concerning the economic development of the City, including but not limited to, the existing business environment in the City and what measures the Commission and City staff may take to attract businesses to the City.

14B(6)

Section 6. **Meetings.** The Committee shall meet monthly, on the third Wednesday of the month, beginning in May, 2012, and at the call of the Chairperson, and all meetings shall be open to the public. A majority of the Committee shall constitute a quorum, and the affirmative vote of the majority of those members present shall be required to take action or make a recommendation. The Secretary shall keep minutes of the Committee meetings. The approved minutes shall be filed with the City Clerk.

Section 7. **Attendance.** In the event a Committee member fails to attend three (3) regularly scheduled meetings, the Committee member shall automatically be removed from the Committee. The vacancy shall be filled pursuant to Section 4 of this Resolution.

Section 8. **Staffing.** The City Manager and the City Clerk shall serve as staff to the Committee.

Section 9. **Sunset Review.** The Committee shall have a Sunset Review by the Commission after 24 months from the effective date of this Resolution. The Committee shall prepare a report containing its activities and recommendations through that period.

Section 10. **Effective Date.** That this Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Stuart Blumberg, seconded by Mayor Connie Leon-Kreps. The votes were as follows:

Mayor Connie Leon-Kreps	Yes
Vice Mayor Eddie Lim	Yes
Commissioner Stuart Blumberg	Yes
Commissioner Richard Chervony	Yes
Commissioner Paul Vogel	Absent

PASSED AND ADOPTED this 10th day of April, 2012.

Connie Leon-Kreps

Connie Leon-Kreps, Mayor

14B(7)

ATTEST:

YVONNE P. HAMILTON, CMC
CITY CLERK

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

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

City of North Bay Village Resolution: Business Development Advisory Committee

14B(8)

OFFICIAL MINUTES

CITY OF NORTH BAY VILLAGE
REGULAR MEETING
TUESDAY, JUNE 12, 2012

7:30 P.M

The Regular Meeting of the City of North Bay Village Commission was held on Tuesday, June 6, 2012, at the City Commission Chambers (1700 Kennedy Causeway, #132, North Bay Village, FL 33141).

CALL TO ORDER

The meeting was called to order by Mayor Connie Leon-Kreps at 7:43 P.M.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ms. Rosa Neely.

ROLL CALL

Present at Roll Call were Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Stuart Blumberg and Commissioner Richard Chervony.

As a quorum was present, the meeting commenced.

Also present were City Manager Dennis Kelly, Interim Finance Director Bert Wrains, Interim City Planner James LaRue, the City Attorney, City Clerk Yvonne Hamilton, Human Resource Manager Jenice Rosado, City Attorney Nina Boniske, Assistant City Attorney Kathy Mehaffey, and Acting Police Chief James McCready.

Commissioner Paul Vogel was absent due to illness.

A. DR. PAUL VOGEL'S ABSENCE

A motion was offered by Commissioner Richard Chervony and seconded by Commissioner Stuart Blumberg to excuse the absence of Commissioner Paul Vogel.

Mayor Connie Leon-Kreps asked the Commission to address the continuing absence of Commissioner Vogel.

15A(1)

Vice Mayor Eddie Lim suggested that out of respect for Dr. Vogel's service, which had led the City to name him Mayor Emeritus, and to not infringe on his privacy, no drastic action be taken on account of the absences caused by his illness. The Vice Mayor believed that the City Charter required the removal of a Commissioner after four unexcused absences, upon which he could be removed from office by the Governor. He noted that City Clerk was in communication with the Governor's office to clarify this and suggested that things continue as they were.

Commissioner Stuart Blumberg called for a vote on the question.

Mayor Connie Leon-Kreps commented upon Dr. Paul Vogel's service to the City, which led to the City naming a park after him. Nonetheless, she felt that the subject of his absences needed public discussion by the City Commission. The Mayor asked the City Clerk what Mrs. Vogel had communicated to her about Commissioner Vogel, and was informed by the City Clerk that he was hospitalized.

The votes on the motion were as follow: Vice Mayor Eddie Lim-Yes; Commissioner Richard Chervony-Yes; Commissioner Stuart Blumberg-Yes; and Mayor Connie Leon-Kreps-Yes. The motion carried 4-0.

1. PROCLAMATIONS AND AWARDS

A. BEAUTIFICATION AWARDS

City Manager Dennis Kelly explained that the Beautification Awards had been reinstituted by the Community Enhancement Board to recognize those property owners whose properties contributed to the enhancement and beautification of the City. The awards were presented by Mayor Connie Leon-Kreps and members of the Community Enhancement Board: Chair Penelope Friedland, Vice Chair Ann Bakst, and Board member Doris Acosta.

SINGLE-FAMILY RESIDENTIAL

The award winner was the home at 7610 Miami View Drive, which was notable for its beautiful use of native plantings. The award was to be sent to Mr. and Mrs. Pfeiffer, who were not present.

LOW-RISE RESIDENTIAL

The award winner was "The Breeze" on Treasure Island. Representative Rick Muller was present to accept the award.

15A(2)

HIGH-RISE RESIDENTIAL

The award winner was the "360" condominium on Harbor Island. A delegation from the building was present to accept the award.

The City Manager pointed out to the audience the new feature, "Where is the Pride", displaying city event photographs as a result of Commissioner Blumberg's suggestion. The Mayor thanked the Commissioner for contributing this idea.

B. SPECIAL PRESENTATIONS

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

Claire Tomlin, owner of the Farmer's Market for the last 17 years, was introduced to the podium by Vice Mayor Lim. She explained that she had been in discussions with the City, together with residents Benjia Morgenstern and Candis Mason, about the possibility of doing a farmer's market event in the City. The owners of the Crab House had offered their location for the event. Ms. Tomlin cited two primary reasons for holding the event; one, for the fresh local produce and accompanying items such as honey from beekeepers and bread from bakers; and two, to meet one's neighbors in a community oriented setting. She briefly described some of the other market events she organizes, including one nearby in Normandy Village, and said her vendors had expressed interest in participating in a market in North Bay Village. Having access to around 150 vendors, she suggested that the City might want to begin with a market of about 20 vendors. However, the market could be whatever the City wished it to be, and City organizations like the Optimist Club could also set up tables promoting their own causes. Ms. Tomlin distributed artwork created to showcase a future North Bay Village market event, and suggested a start date of November 10th, after the elections.

The Mayor opened the meeting to public comment.

Ann Bakst, a resident at 1865 Kennedy Causeway, suggested that with the nearby market in Normandy already being held on Saturday, and the inability of the Orthodox community to attend a Saturday market, the City should plan their event for Sundays. She also suggested that it be a green market only, eliminating vendors dealing in goods like jewelry and clothing. Mayor Connie Leon-Kreps responded this was an initial presentation and that the logistics of the event could be addressed in the future.

Arlene Manton Levy of 7900 Harbor Island Drive, remarked that the farmer's market organized by Ms. Tomlin at Jackson Memorial Hospital had contributed to strengthening their sense of community, along with great food and market choices. She believed it was a family oriented event that would be good for the City.

15A(3)

Vice Mayor Eddie Lim explained that Candis Mason and Benjia Morgenstern were assisting, but there was no formal organization dealing with the creation of a farmer's market; he reached out to those who might be interested in volunteering. He proposed starting modestly with 20-25 vendors, and striving for quality vendors, unlike some of those he had seen at the market on 71st St. Ms. Tomlin agreed with the Vice Mayor, and again emphasized that the market could be as the City wished it to be. She pointed out that she would be seeking a permit from the City to hold the event. The Vice Mayor also suggested holding a ribbon cutting ceremony for the inaugural market event and promoting it on the City website. He asked the opinion of his fellow Commission members.

Commissioner Stuart Blumberg had questions for Ms. Tomlin from a business standpoint. He asked and learned from her that there were two other companies that also ran farmer's markets. He pointed out that the promotional artwork clearly identified North Bay Village, asked if the City would be providing any services or staff such as police, and wondered how a problem, such as fight erupting, would be handled. Ms. Tomlin responded that using City services was not in the plan, although the City could choose to do that if it wished; and that problems had been very rare at her events, but if need be she would call 911. The City was named in the artwork to identify the location, and it had been thought that both the event and the promotion of the City's name were good things for the City.

Commissioner Blumberg suggested that the City would be liable if anything went wrong, but he was seeking to protect the City's interests and compensate the taxpayers for any potential costs. He noted that Miami Beach had a contract with Ms. Tomlin and got money from the event, and that competitive bidding could be involved.

Claire Tomlin explained that she carried $2 million in general liability insurance, which also covered any number of additionally involved groups; the City could be covered if it wished. She stated that while she was present to discuss any contractual issues, there had been thought that since the event was proposed to be held on private property, a contract with the City would not be necessary. Ms. Tomlin summarized the history of the Miami Beach farmer's market, which had been a Lincoln Road special event that she had restarted when it lapsed, in response to residents' requests. Subsequently, Miami Beach had asked for a percentage of revenue, fixed at 10%; later she had won the contract in competitive bidding for 15%. Ms. Tomlin said she was open to negotiating a contract if the City wished to be a partner.

The Mayor urged that a positive attitude be maintained and asked what action was next required; the City Manager explained this was a presentation only and that no action was required for now by the Commission. When an application for a permit was received, the City would process it like any other permit application; he recommended that an application be submitted within the next two months if a November date for the event was planned.

15A(4)

Resident Ann Bakst of 1865 Kennedy Causeway suggested that if the City were to benefit the event should be held on City property rather than the Crab House, where she felt space was too restricted for vendors and visitors. Vice Mayor Lim felt that the space was adequate, and pointed out the advantage of the visibility from the Causeway.

Mario Garcia, a resident at 7540 Cutlass Ave., recommended not over-complicating things. A permit for one event could be issued to see how it went; otherwise the City might never know whether or not this was a positive thing for the City to have.

Mrs. Trujillo, a resident of the Grandview Palace, suggested using the City bus to bring residents to and from the market in order to alleviate the parking problems.

C. ADDITIONS AND DELETIONS

The Mayor suggested the addition of a discussion to address questions regarding the legal RFQ; Commissioner Blumberg asked to delay the discussion to give everyone an opportunity to read it first, and the Mayor concurred.

Commissioner Richard Chervony asked that the report from the Advisory Charter Review Board be heard first, which was changed without objection.

2. BOARD REPORTS

A. ANIMAL CONTROL ADVISORY BOARD

There was no report from the Animal Control Advisory Board.

B. ARTS, CULTURAL & SPECIAL EVENTS BOARD

There was no report from the Arts, Cultural & Special Events Board.

C. CITIZENS BUDGET AND OVERSIGHT BOARD

There was no report from the Citizens Budget and Oversight Board.

D. COMMUNITY ENHANCEMENT BOARD

Penelope Friedland, the Chair of the Community Enhancement Board, announced that the plaques for the Beautification Awards had been sponsored by WSVN, as intermediated by Commissioner Chervony. She and the Mayor gave the award to the winner of the Single Family Home Category, Mr. Oliver Pfeffer, who was present to receive it.

Ms. Friedland spoke of revisiting the Code to deal with regulating chain link fences on the sides of corner properties. She invited Commissioner Chervony to visit the Board to explain in greater detail his ideas about a campaign to solicit contributions toward the improvements of Dr. Paul Vogel Park. She informed the Commission that the Board had recommended alternating pink and white flowers in the mosaic planters on the Causeway. The Board had also discussed at length the lack of maintenance on the commercial properties on the Causeway and felt the attention of the Code Enforcement Officer to this was needed. Finally, she spoke of Board member Doris Acosta's ongoing efforts to obtain information about the City landscape maintenance contracts and schedules, in order to provide the Board's assistance in moving forward with the City's landscape maintenance contract. Ms. Friedland addressed the chain link fence on the south side of the causeway, which the Board had recommended removing and wished the Commission to place on its agenda. The Board was asking for a cost estimate for the City to remove the fence.

She posed a question to the City Attorney, as to whether it was a requirement to be a qualified voter in the City in order to be eligible to serve on any of the City's boards. The City Attorney responded that all the boards with the exception of the Youth Services Board which allowed for the possibility that youth might serve as Board members, required their members to be qualified electors of the City.

Finally, Ms. Friedland read out an email from Board member Candis Mason requesting better response and communication from the Commission on the items discussed and published in the Board's minutes, asking to be included in any updates on items in which the Board had an interest.

E. PLANNING & ZONING BOARD

The Chair of the Planning & Zoning Board, Reinaldo Trujillo, reported that the last Board meeting addressed a special use exception request by Miguel Fornella for a jet ski rental business to be operated at a commercial marina on Harbor Island, changes in the ordinances dealing with adult entertainment, and a proposal by the Youth Services Board for a Master Recreational Plan which will be discussed in more detail later in the meeting.

Commissioner Blumberg pointed out that the Board's recommendation regarding the changes to Section 152 of the City Code were not included in the Minutes. Mr. Trujillo replied that the Board had voted 4-0 to recommend approving the changes.

F. YOUTH SERVICES BOARD

Kevin Vericker, Chair of the Youth Services Board, reported on the Board's meeting of the previous night where the Board had selected the third Monday of every month to hold its meeting and had addressed the subject of a Master Recreational Plan, to be developed in conjunction with the Planning & Zoning Board and any other boards that expressed interest, and to be later presented as an item for inclusion in the City budget in July. It was learned that Nelly Lopez had resigned from the Board and Mr. Vericker stated that the Board had voted to recommend that she be replaced. Other topics discussed by the Board were review of the inclusion of Youth Services money in the Police Department budget; the efforts of the Board over the last 3 months to ascertain the future plans for PAAL; and instituting the International Baccalaureate Program at Treasure Island Elementary School. He suggested the idea of scheduling a public presentation meeting to gather more information regarding the program, its costs, and its benefits.

Commissioner Blumberg offered his understanding that of all the schools in Miami Beach and its surrounding communities, Treasure Island Elementary School was the only school that was not part of the I.B. Program., and that the Mayor of Miami Beach had hoped that North Bay Village would, sooner rather than later, participate. Commissioner Blumberg felt that serious consideration should be given to supporting the program.

The Mayor called for a 5 minute recess.

G. ADVISORY CHARTER REVIEW BOARD

(Without objection, this Item was heard during the meeting before the other Board reports.)

Robert Pushkin, Chair of the Advisory Charter Review Board, presented the report, highlighting the Board's recommendations for revision of the Charter detailed in the package presented to the City Commission:

Renaming the City by removing the words "City of" from City of North Bay Village. The Board had voted in favor of this name change, and then reconsidered the potential cost to the City. It had been decided to obtain a ball park estimate of the cost from administration, and to leave the decision up to the City Commission once they had been supplied with a cost estimate.

15A(7)

Addition of the name "City Clerk" to section 3.01(b), reflecting the decision taken in 2006 to make the City Clerk an appointed position working for the City Commission and not the City Manager.

Vice Mayor Lim offered the suggestion to change the wording in Section 3.01 describing the composition of the City Commission from Mayor, Vice Mayor, and three Commissioners; to instead say four Commissioners with one of them appointed as Vice Mayor. Commissioner Chervony thought that might effectively be a double title. Mr. Pushkin asked the City Attorney's thoughts, who suggested limiting current discussion to the Board's prepared recommendations rather than addressing the entire Charter. She informed the City Commission that they had the power to recommend any Charter revisions they chose, and until the end of July to present them to the Elections Department. The Mayor suggested that the City Commission could hold a special meeting to discuss additional Charter revisions if needed; the Vice Mayor concurred and withdrew the question.

Regarding the Board's recommendation for section 3.04 addressing the compensation paid to the Mayor and Commissioners, Mr. Pushkin summarized it as replacing the C.P.I. adjustment factor with an across the board $25 increase in monthly compensation for both the Mayor and the Commissioners. He reported that the Board strongly recommended offering this recommendation as separate item not tied into the vote approving the entire Charter, since although this was in effect a salary reduction, there was the possibility that the current climate could cause people to view any idea of a salary increase in a negative way and vote no.

Regarding Section 3.06 "limitations on powers of the commission", he referred to parts A, B, and C, where there was reference to the Commission being allowed to spend 20% of the current annual fiscal budget. Mr. Pushkin pointed out that with a current annual fiscal budget of $16-17 million this was calculated to be $3.4 million that the Commission had the power to spend. The recommendation was to change the wording to 20% of the total annual operating budget, estimated now at about $7 million, and reducing the spending powers of the Commission to that amount. A referendum would be required in order to exceed that spending limit, now around $1.4 million.

In part G of the same section, "appointments or removals of City personnel prohibited", the City Clerk had been omitted and was now added. In part J it was added that a Commissioner could not be appointed to a paid position for two years following their leaving office. In part K dealing with nepotism the addition of the words "or affinity to" meant that no person related to a member of the City Commission by blood or marriage could be appointed to a City position.

In Section 3.07 dealing with vacancies, the language had been simplified, substituting the words "City Charter" for "procedures set forth above." In parts A, B, and E, words had been added to make the language clearer. In the section dealing with extraordinary vacancies, more language was simplified.

Regarding the section dealing with ordinance and resolutions, it was noted that emergency ordinances, 30.07(d), said that two thirds of the membership must vote in favor of an emergency ordinance; while the Charter called for three members to vote in favor. It was recommended that the Charter be changed from three votes to four votes, and the City Commission revisit 30.07(d).

The Board recommended that the deadline for presenting ordinances be changed from 48 hours to 3 business days before the City Commission meeting.

To Section 4.01 dealing with the City Manager, typographical corrections were made, and part H was added requiring approval by the Commission for outside employment of the City Manager.

Regarding nepotism as related to City staff at the level of Department Head or above, the same change was made as the one that pertained to the city Commission.

More recommended changes included residency requirements for the City Commission, increased from 6 months to 1 year, and the City Attorney confirmed that this conformed to case law that had been upheld in the State of Florida. Petition forms for candidates for the Commission were to be uniformly provided by the City Clerk. Filing fees for candidates were proposed to be increased from $100 to $250 to better reimburse costs. Additional language had been added limiting the involvement of non-elected City employees, both on and off duty, in City elections.

With regard to advisory boards, it was recommended that no individual should serve more than two consecutive terms on the same advisory board, to promote the circulation of fresh ideas. This did not prohibit individuals from then serving on another advisory board.

In Section 7.03 dealing with preparation and submission of the budget, the Charter called for tax increase notices to be sent out; Mr. Pushkin advised that this was never done, and that this notification was properly done in the form of TRIM notices sent out by the County.

The Board recommended the addition of a requirement that anyone with check signing authority on City accounts be required to post a bond.

Wording in the City's Oath of Office had been changed to specify that oath taker would also uphold the laws of the City of North Bay Village.

Regarding the section dealing with ordinance and resolutions, it was noted that emergency ordinances, 30.07(d), said that two thirds of the membership must vote in favor of an emergency ordinance; while the Charter called for three members to vote in favor. It was recommended that the Charter be changed from three votes to four votes, and the City Commission revisit 30.07(d).

The Board recommended that the deadline for presenting ordinances be changed from 48 hours to 3 business days before the City Commission meeting.

To Section 4.01 dealing with the City Manager, typographical corrections were made, and part H was added requiring approval by the Commission for outside employment of the City Manager.

Regarding nepotism as related to City staff at the level of Department Head or above, the same change was made as the one that pertained to the city Commission.

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Wording in the City's Oath of Office had been changed to specify that oath taker would also uphold the laws of the City of North Bay Village.

In Section 10.13(b), it was added that the Planning & Zoning Board in cooperation with the City Attorney was charged with reviewing and updating the Zoning, Comprehensive Plan and related Code at a maximum interval of every 5 years, commencing in 2013. Mr. Pushkin observed that the City had talked for years about updating an improving it's zoning codes but had not done so, and felt that making it part of the Charter meant that it would be addressed. If the recommendation passed, the Board felt the City should begin the process in March of 2013.

Mr. Pushkin concluded with Section 10.14 dealing with violations; the words "City officials and employees shall follow the provisions of this Charter" were described as being in clear language.

The Mayor thanked Mr. Pushkin and the Board members for their efforts. Commissioner Blumberg asked what the next step was for the Commission; and the City Manager advised that the Commission should hold a special meeting to decide on the recommendations before the required publication dates for the referendum, preferably before their next regular meeting in July.

Mayor Connie Leon Kreps moved to receive the recommendations from the Charter Review Advisory Board, seconded by Commissioner Stuart Blumberg. The votes were as follow: Vice Mayor Eddie Lim-Yes; Commissioner Richard Chervony-Yes; Commissioner Stuart Blumberg-Yes; and Mayor Connie Leon-Kreps-Yes. The motion carried 4-0.

The Mayor recessed the meeting.

3. PUBLIC SAFETY DISCUSSION

The Mayor called the meeting to order at 9:48 P.M. and continued with Item 3, Public Safety Discussion presented by Lt. McCready of the Police Department who informed the City Commission that along with the advent of summer vacation, a slight increase in juvenile crime had been seen. A curfew for those under the age of 17 was in effect after 11:00 P.M. on Sunday to Friday and after midnight on Saturday. Juveniles found on the street after curfew would be picked up by the police, and residents were asked to call the police if they saw juveniles after curfew.

Sgt. Amy Suarez announced that the Police Academy, a nine week program teaching the average citizen about what the police do, was beginning a week after the coming Thursday, June 21st from 6 to 8 P.M.. The program included a ride-along component, and background checks were required for all applicants. Enrollment was unlimited by number, open to all those over the age of 18, and applications could be found on the City website.

15A(10)

4. COMMISSIONERS' REPORTS

Commissioner Richard Chervony thanked Chair Bob Pushkin and all the members of the Advisory Charter Review Board for their long hours of work on an overdue revision of the Charter; announced that the community park had been re-opened and re-christened Dr. Paul Vogel Park; and finally, he thanked Lt. Brian Collins and Lt. McCready for leading the hurricane preparedness discussion at the condominium meeting, and also thanked Evan Glassman for his presentation on insurance for the condo market.

Vice Mayor Lim suggested posting a notice regarding the Police Academy and promoting it as much as possible. He thanked Bob Pushkin, Chair of the Advisory Charter Review Board; Kevin Vericker, Chair of the Youth Services Board; and all the advisory boards for their time and efforts; and he commented on the successful re-opening ceremony at Dr. Paul Vogel Park.

The Vice Mayor reported on attending the annual event held in Washington, D.C. by the Florida League of Cities, FAST (Federal Action Strike Team) on May 8th and 9th. A main agenda item was economic recovery, incorporating the theme that strong cities equal a strong economy. He suggested that the institution of a re-occupancy inspection certificate in the City be preceded by an amnesty program, as had been done in Miami Beach, to allow property owners to bring work that had been done under previous Code and without proof of permits into compliance with current Code.

The Vice Mayor commented upon the Interim Finance Director's observation that the City had no master plan for updating its computer system, and the need for city-wide integrated information sharing along with a new financial software program.

He reported on the Community Gardening concept, which he planned to submit to the Community Enhancement Board, and for which was sought a suitable piece of land to use.

Finally, Vice Mayor Lim expressed his concern about the effect that Spain's banking crisis might have on City finances, since Sabadell, a Spanish bank, held $3.3 million of the City's cash position and $1.6 million of its project funds. He requested the City Manager and Interim Finance Director to look into it.

Commissioner Stuart Blumberg echoed the thanks given to board members by the other Commissioners, and reported that he had received a letter from the Dade County School Board dated May 18th on how to replant the trees planted in the bulb outs on Treasure Island, replanting them at both Treasure Island Elementary School and at an agricultural school run by the County. He planned to propose that this be accepted at the next meeting in July. He also planned to have an agenda item for the next meeting abolishing the community meeting signs currently in use by the City, having the City use instead its website for community meeting information, as patterned after other cities. While the City Code called for the posting of meeting notices on bulletin boards, he suggested that the use of the City Hall bulletin board would serve the purpose.

15A(11)

Mayor Connie Leon-Kreps reported her intention to ensure that the City Commission Meeting Agenda was available five days before the scheduled meeting, as per the City Resolution. She observed that this was a matter of staffing, with a few available staff members in City Hall responsible for multiple tasks, and that staff working after hours to provide agenda at the last minute to Commissioners and residents would be a thing of the past. Her goal was to have in all respects a professionally run city, and would be addressed in a meeting with the City Manager, City Clerk, and City Attorney.

The Mayor stated that it was important to present notices of important information to residents in the most convenient and accessible way possible, as requested by many residents who did not receive notifications of meetings and events; therefore, she had requested of the City Manager that he look into signs that could be strategically placed to give them the best notification along multiple routes into the City.

The Mayor noted that the Optimist Club luncheon of last week, and the F.O.P in partnership with them, demonstrated that the community was working together for the betterment of youths. She was also gratified by the many applications for service on the City advisory boards which showed pride in the City; and commended the service of those sitting on the boards.

The Mayor announced that to ease the discomfort of sitting on hard chairs for extended periods of time at City meetings, the City had begun and would continue the purchase of cushioned chairs for use at the meetings.

She asked the City Manager to elaborate regarding the removal of chain link fence on the Causeway, which she believed required permission from the State, and to follow up with the Community Enhancement Board regarding their inquiries. She also asked the City Manager to elaborate on the International Baccalaureate Program, for which a meeting was being scheduled.

5. CITY ATTORNEY'S REPORT

City Attorney Boniske reported that the City Commission had been provided with a copy of an order that had been received today with regard to the case of Isle of Dreams vs. City of North Bay Village from Federal Judge Ungaro, granting the City's motion of summary judgment of dismissal of the case. Therefore, the City had won the first round, although the Isle of Dreams still had 30 days to appeal and 28 days to file for a rehearing. She had no written report to present; but in response to Commissioner Blumberg's request for written reports, starting next month there would be a written report from legal as well, highlighting their activities over the month.

15A (12)

7. CITY MANAGER'S REPORT

Commissioner Stuart Blumberg strongly objected to not being supplied with a written report from the City Manager, as he had asked on record at the previous meeting and with all in agreement. The City Manager apologized and at the request of the Mayor, and with the agreement of Commissioner Blumberg, proceeded to make the report orally.

City Manager Kelly reported on the training given by the Ethics Commission, and that the Commission members would be polled to find a convenient date for the training session. He informed the Commission that there would be a presentation made by City staff and the grant consultants this coming Saturday in Cocoa Beach, Fl. To FIND (Florida Inland Navigation District), on the City's pending grants. He announced the Legal Services Request for Qualifications was out and the "cone of silence" was in effect. Questions about it could be made as long as those questions were in an open meeting. He directed the Commission's attention to a copy of the City's strategic plan, which had been distributed to them. Applications for Finance Director and City Planner had been received and recommendations were expected for the July meeting.

City Manager Kelly noted that in the Commissioners' package they would find bids for beginning the process of the demolition of old City Hall and he described this as beginning the process of reaching toward the construction of a new City Hall, Police Station, and Fire Station. The RFQ for the architectural design was expected to reach the Commission by August or September. In light of complexity of the many issues to be addressed in conjunction with the project, he recommended establishing a second Commission meeting with a one item agenda to relieve the agenda of the Regular City Commission Meeting and to fully inform the Commission at every step of the process. He conceived of this special meeting as taking place over the next 12 to 18 months as needed, being limited to 2 hours in length, and being attended by the relevant resource personnel.

The City Manager introduced Interim Finance Director Wrains to the podium to make the Finance Report and to update the Commission on findings about outsourcing done in other cities. Mr. Wrains began with the "Budget-in-Brief thru May 31, 2012." He explained the format changes to the report, which included a projection to the end of the year, made in his professional estimation. This projection had the City's General Fund at 1.6% under budget, considered to be a very good performance, and requiring some future adjustments, either by reducing expenditures or reallocating budgets.

With regard to the concerns about Sabadell Bank mentioned earlier, Mr. Wrains explained that the bank was part of a depository program run by the State Treasurer's Office, which required the bank to collateralize public deposits, and all banks holding public money to share in covering any member bank's loss of that public money. Being a member of a state collateralized pool, no one member bank was a source of concern.

Mr. Wrains turned to the City's other funds, which he described as being in good shape; and month to month revenues and expenses for all departments, which he still needed to fine tune but felt were not a problem.

The Interim Finance Director next addressed the topic of outsourcing. He discussed the elements to consider in weighing the advantages of outsourcing, including both cost and level of service. Some functions might be best served by larger entities with large investments in systems that had excess capacity to sell, for example, a fire department with low call volume. Other functions such as Human Resources or reception might have service benefits through the cross training of staff and the personal encounter which pleased residents and that was to be found in small entities as compared with larger ones. Cost factors were found to exist in a wide range, and the only way to determine them was to put a formal bid out. The polling of several cities in Dade and Broward counties with regard to their outsourcing, presented in his report, showed that Broward County outsourced a great deal of their police, fire, and building services but kept the rest in-house, with the exception of Weston, West Park, and Southwest Ranches which outsourced basically everything. Dade County presented a full spectrum of degree to which cities outsourced.

Commissioner Blumberg asked the Interim Finance Director if the report on outsourcing could be presented in matrix form for easier comparison of other cities and their outsourcing activities. His second question was regarding the financial statement and the section on capital, about which he expressed concern and had not found addressed in the minutes of the Citizens Budget and Oversight Committee, as to why $1 million in capital revenue was shown but only $4,000 taken in so far. He wished to know when and from where the revenue was expected to be coming; and Mr. Wrains promised to email him with the specific details.

City Manager Kelly informed the Commission that a series of meetings with representatives from Miami Beach and the School Board had been held regarding the International Baccalaureate Program and suggested a community-wide meeting on the topic. The expense of the program was estimated to be $130,000 at maximum, and various funding options could be explored. A community meeting would help gauge the level of support for the program.

Commissioner Richard Chervony asked the City Manager if the contract with the audio-visual service provider had been terminated; the City Manager responded that there never had been a contract, and that the audio-visual service was now included in the City's IT service provider's responsibilities.

Commissioner Chervony also had concerns about the legal services RFQ, saying that he was concerned about the short two week time frame; that he found the section on page 16 and 17 dealing with "cost proposal" confusing; and finally that he felt the wording of the RFQ advertisement might mislead certain specialist legal service providers to think that they were not eligible to apply.

He asked to be notified if any questions were received from applicants on these matters; the City Manager responded that he needed to check on procedure for any amendments with the consulting attorney on the RFQ, which was not the firm of Weiss Serota, who was potentially one of the applicants. The City Attorney cautioned that as a general matter and not specific to the legal services RFQ, amendments could be made but with the "cone of silence" in place all oral communications needed be in the context of a public meeting, and private communications regarding administrative issues needed to be in writing with a copy given to the City Clerk. The Mayor asked whether the date could be changed unilaterally by one Commissioner or if the City Commission needed to vote to change it; the City Attorney believed that since the City Manager had set the date, the City Manager could change the date.

Mayor Connie Leon-Kreps asked the City's accounting firm to candidly explain the reasons that the City audit had not been completed on time. Ken Smith of Keefe McCullough & Co. explained that he was dependent on having the necessary information prepared and brought to him by the client, and while the material portion had been given to him on Friday, there was still some final information to be prepared and submitted to him. The audit was close to finishing, drafts were planned for this week and the management responses to the audit findings to be issued also need to be incorporated. The Mayor asked whether the new Interim Finance Director had been efficiently cooperating, and Mr. Smith replied that he had been.

Commissioner Richard Chervony addressed Mr. Smith, saying that he had been asking for the financial status of the City since December, and Mr. Smith responded that he had been before the Oversight Board, but not been asked to report before the Commission. Commissioner Chervony pointed out that his contract called for a rough of the audit to be prepared by January 8th; Mr. Smith responded that this was true provided the City had supplied the necessary information, and it had not. The Commissioner referred to minutes from the April 25th meeting of the Citizens Budget and Oversight Board that stated that the audit would be completed a week after receiving about a half dozen more items from the City, and asked whether those items had not been received. Mr. Smith explained that among those items were bank reconciliations and fixed asset schedules, which he had just received last Friday, and the draft audit was to follow a week later as promised. Commissioner Chervony sought and received assurance that the audit would be completed in time to file with the State at the end of June as required, and that Mr. Smith would appear before the Commission in July to answer any questions they might have about the audit.

Commissioner Stuart Blumberg wished to know whether missing the January 8th deadline for an audit rough had anything to do with the change in City Managers; Mr. Smith responded that it had not; that he had been told the documents would not be ready until January 17th; and then had still been forced to begin the audit without all documents at hand. Commissioner Blumberg confirmed that it was the Finance Director who had not supplied the needed documents.

The Commissioner asked whether Mr. Smith's firm had been concerned about the City hiring an outside firm to do a special audit; Mr. Smith responded that it was not unusual to have an outside firm to do the type of engagement that had been contracted by the City, an AUP or Agreed Upon Procedures audit, to supplement the regular audit or to target and control a particular avenue of examination. While Mr Smith would have been concerned had it appeared to be a fraud investigation, he had requested and examined the outside auditor's engagement letter and found that it addressed policies and procedures, which he considered to be a normal undertaking. Commissioner Blumberg confirmed that Mr. Smith had been unaware of the special meeting to address hiring an outside auditor, or that an outside auditor had been engaged until after the event.

Mayor Connie Leon-Kreps stated that she was aware of the good reputation of Mr. Smith's firm from speaking with other cities that had engaged their services, and noted that the City had undergone a series of management changes in the recent past, including two Interim City Managers prior to the current City Manager, and a Financial Director that was recently let go and replaced by a competent financial professional to help put things in order. The Mayor commented it was known, and reported by the Oversight Board, that there were weaknesses in the Finance Department and that bank reconciliations not being done had previously been a problem for the City. Mr. Smith noted that bank reconciliations had been communicated to be a material weakness in the prior audit report, and that he had needed to do the bank reconciliations himself last year in order to complete the audit. Commissioner Chervony asked the Mayor why she had not communicated her knowledge of the City's finances to him when he had questioned them. As a newer member of the Commission, he felt he had not been properly informed since joining the Commission in December, and had never been told by anyone on the Commission dais or in the City Manager's office that the Finance Director was not performing his function. The Mayor replied that finance was not her area of expertise, and reporting on financial information was a matter for experts.

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

Good & Welfare was begun after the report from the Charter Advisory Review Board was completed.

The first speaker was Ann Bakst of 1865 Kennedy Causeway, who thanked the Mayor for adding Item 11E to the Agenda, prohibiting the sale of synthetic drugs. She hoped it passed and was enforced at all the convenience stores of the City.

The next speaker was Doris Acosta, a resident of 1790 S. Treasure Drive, announced that the Optimist Club had held its annual scholarship awards ceremony and handed out $4,500 in scholarships directly to students, as well as a $500 award from the Fraternal Order of Police. She commented on the recommendation to revise the Charter to restrict Board membership to two consecutive years on the same board; making the observation that it was difficult to get volunteers to fill open board positions and the City could be hurt by instituting such a restriction.

The next speaker was Jacci Seskin, who identified herself as currently working for the State Attorney's office and running for County Court and asked for the support of those in the City.

The next speaker was Nancy Sonnett-Selwyn, of 7512 Cutlass Ave., who suggested that for various reasons, including not having attended a Commission meeting in a long time, the resignation of Commissioner Vogel should be sought, and that his resignation would have the effect of preserving rather than violating his dignity. She also agreed with the recommendation to limit service on the Boards to two consecutive years, especially in the case of the Planning & Zoning Board and the Citizens Budget and Oversight Board, on which other people would like the opportunity to serve.

The next speaker was Kevin Vericker of 7520 Hispanola Ave., who spoke against the recommendation regarding term limits for boards, for which some expertise was required and for which volunteers could be scarce. He was opposed philosophically to the idea of term limits; and while he felt the Commission should review the performance of board members for effectiveness, he suggested this be addressed as policy and not codified in the Charter.

The next speaker was George Brito of 1865 Kennedy Causeway, who noted the absence of Commissioner Vogel, and expressed his opinion that it was a disservice by the Commission to the voters and residents of the City to continue to excuse his absence, despite the respect felt for Commissioner Vogel.

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

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

15A (17)

A motion was offered by Commissioner Stuart Blumberg to approve the consent agenda, seconded by Commissioner Richard Chervony. The votes were as follow: Mayor Connie Leon-Kreps-Yes; Vice Mayor Eddie Lim-Yes; Commissioner Richard Chervony-Yes; and Commissioner Stuart Blumberg-Yes. The motion carried 4-0.

10. PLANNING & ZONING CONSENT AGENDA

11. ORDINANCES FOR FIRST READING AND RESOLUTIONS

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

Vice Mayor Lim asked why an expense of only $490 required a resolution. The Mayor clarified that after a $12,000 change order following a punch list walk thru on the Causeway project had been denied and the City Manager had been given direction not to spend any further money on the Causeway without approval. Commissioner Blumberg sought to confirm that this was not any part of the previously denied $12,000 change order. Commissioner Chervony suggested that this was something that should be addressed privately by the homeowners if they were bothered by it. Public Works Director Zamacona explained that the proposed planting was on City property, and would fill a gap where a tree had been removed after it died. Commissioner Chervony questioned that the palm tree which had died was capable of hiding the fence and whether it was suitable to replace it with $490 worth of plantings. Vice Mayor Lim thought the City should authorize the expense, since it was on the public right-of-way; and the Mayor agreed, because that the planting was on City property and appropriate to protect the effect of the other landscaping improvements in which the City had invested.

Vice Mayor Eddie Lim offered a motion to approve the Resolution authorizing the planting and Mayor Connie Leon-Kreps seconded the motion. The votes were as follow: Commissioner Richard Chervony-No; Commissioner Stuart Blumberg-Yes; Mayor Connie Leon-Kreps-Yes; and Vice Mayor Eddie Lim-Yes. The motion carried 3-1.

15A (18)

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

The City Clerk read the Resolution by title.

Commissioner Richard Chervony asked whether the demolition would have any impact on the pending land swap; the City Manager answered that the land swap stood alone and there was no impact.

Vice Mayor Lim suggested that in the future a voluminous proposal such as this, which took up 200 pages, might be better posted on the website to be read rather than printed out. He also suggested that since there was a book being written about the City, pictures be taken before, during, and after the demolition for posterity, and the City Manager concurred.

Commissioner Chervony asked whether an appropriate performance bond was included in the bid price, and the City Manager responded that it was.

The Mayor opened the meeting to public comment. There were no public comments, and the meeting was closed to the public.

Commissioner Stuart Blumberg moved to approve the Resolution and Mayor Connie Leon-Kreps seconded the motion. The votes were as follow: Commissioner Richard Chervony-Yes; Vice Mayor Eddie Lim-Yes; Mayor Connie Leon-Kreps-Yes; and Commissioner Stuart Blumberg-Yes. The motion carried 4-0.

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

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

Human Resource Manager Jenice Rosado explained that last year the City had been awarded grant funds of $134,000 annually for 3 years, to be renewed every year, for the purpose of free after-school care and summer camp for a maximum enrollment of 50 children. It was in the City's interest, she said, to maintain its relationship with the Community Schools program to provide services for the overflow of children who were not able to enroll in the free grant program, which was fully enrolled and had a waiting list; as well as to provide for the day when the grant program would expire. The item had not been specifically budgeted, but it was proposed to fund it from the special promotions account which contained around $20,000.

Commissioner Richard Chervony suggested that in the future the item be budgeted for at least $10,000, and thus it would be guaranteed funding without coming before the Commission.

The Mayor opened the meeting to public comment. Resident Kevin Vericker spoke in favor of the item, and agreed with the Commissioner's point on budgeting and added that there should be clarity in budgeting for Youth Services.

The Mayor then closed the meeting to the public.

Commissioner Richard Chervony offered a motion to approve the Resolution, and Commissioner Stuart Blumberg seconded the motion. The votes were as follow: Commissioner Stuart Blumberg-Yes; Mayor Connie Leon-Kreps – Yes; Vice Mayor Eddie Lim-Yes; and Commissioner Richard Chervony-Yes. The motion carried 4-0.

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

Public Works Director Sam Zamacona took the podium to explain that the item covered the fabrication and installation of Dr. Paul Vogel Park signage designed by Tom Grabowski, who had also designed the City's new entrance and monument signs. The signage included the park's identity sign, hours and rules of usage, and dedication sign.

15A (20)

The Public Works Director pointed out that the plans called for additional signs, that were not addressed by this item, and which would be undertaken at a later date.

The Mayor asked whether the parks rules included no smoking, and the City Attorney explained that State law preempted the use of a park-wide no smoking rule, but might possibly allow it for limited areas such as shelters, etc. The Public Works Director suggested that the no smoking rule might be posted on the playground rules sign and in the public restroom.

The Mayor asked if this was a budgeted amount, and the Public Works Director affirmed that this was in the Capital Projects budget. He added that if this item were approved, the park's budget would have around $20,000 left, which would be proposed at a later Commission meeting to be spent procuring two additional picnic shelters.

Commissioner Chervony asked how much of the Safe Neighborhood Parks $415,000 in grant money remained. The Public Works Director responded that pending litigation with M. Vila; around $35,000- $36,000 was left. Commissioner Chervony understood that of this, $16,000 was for signage, and $20,000 for shelters. He wondered if the $20,000 could instead be applied to matching FIND funds for the restroom or seawall. Grant consultant Ralph Rosado explained that it was unlikely that that the time period in which funds must be spent, which was elapsing in weeks, could be extended to the next fiscal year, and that there were also issues about the approved scope of work.

Commissioner Chervony asked when they could expect to close out the expenses in this park. Mr. Rosado replied that the City could expect the three grants for the park closed out and to be reimbursed close to 100% of their costs once the final $36,000 had been spent and all contracted elements had been installed, the vendors paid, and receipts presented to prove it. Commissioner Chervony clarified that he meant, rather, the seemingly endless stream of additional projects related to the park, such as the restrooms and seawall and signage to come. Overall, he felt that too much money had been spent on this small neighborhood park already. The Mayor inquired as to the source of the funds for the park, and Mr. Rosado responded that it was from grant money from Safe Neighborhood Parks plus the required matching funds. Commissioner Chervony confirmed that of the approximately $15,000 to be spent on the signage, only $7,500 was grant money and the other $7,500 was from the City's own pockets. The Mayor urged that the Commission move forward and complete the park for the sake of the residents and the children.

Vice Mayor Lim suggested that some costs might be recovered by advertising the park for rent.

The Mayor opened the meeting to public discussion. Resident Ann Bakst of 1865 Kennedy Causeway objected to the expense of the signs, and felt that a separate dedication sign was unnecessary. She also felt that the Community Enhancement Board should have been consulted before many of the park's design decisions were made.

Commissioner Blumberg mentioned an existing stone in the ground dedicating the park to Dr. Paul Vogel, and questioned the need for another dedication sign. The Mayor learned from the Public Works Director that the Community Enhancement Board had not been consulted about the park signage, and suggested that this needed to be done out of respect for the Board before going forward.

Resident Gudrun Volker pointed out that with a proposed name change for the City pending, no final decision should be made on signage before knowing the outcome of that proposal.

The Mayor, with the concurrence of the Commission, directed the City Manager to bring the item to the Community Enhancement Board for their recommendation, and to make note of the proposal to change the name of the City.

A motion was offered by Commissioner Stuart Blumberg and seconded by Vice Mayor Eddie Lim to extend the length of the meeting. All voted in favor and the motion carried 4-0.

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

The City Clerk read the Resolution by title.

The Mayor opened the meeting to public comment. Resident Ann Bakst spoke in favor of the Resolution. There were no other speakers and the meeting was closed to public comment.

Commissioner Stuart Blumberg moved to approve the Resolution, seconded by Vice Mayor Eddie Lim. The votes were as follow: Mayor Connie Leon-Kreps – Yes; Vice Mayor Eddie Lim-Yes; Commissioner Richard Chervony-Yes; and Commissioner Stuart Blumberg-Yes. The motion carried 4-0.

15A(22)

12. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING

There was none.

13. UNFINISHED BUSINESS

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

The City Clerk read the Resolution by title.

The Mayor noted that the case history before them had inconsistencies and was incomplete, and asked why it was coming to the Commission.

City Manager Dennis Kelly explained that according to City precedent, there existed examples of settlements being decided by the Commission, as well as by the City administrative staff alone, which he thought was a mistaken practice. He considered this a test to establish a future policy for this type of case.

Michael Rose, the representative for the property owner, spoke regarding two issues: one, Code Enforcement violations; and two, accruing penalties for non- payment of utility bills. With regard to the Code enforcement violations he claimed that they been issued violations by a previous Code Enforcement Officer in 2008 (for overgrown grass) and 2009, had corrected the violations, and had been issued violations again in 2010 (for rubbish and trash). In 2010, he claimed, they received certified notice of the violations for the first time and asked for a Special Magistrate hearing for all previous violations, held on May 19, 2010. According to Mr. Rose, the required corrections were made within the deadline given, and letters were sent to the City but no acknowledgement received that the matter was resolved. Later a judgment order was issued and recorded, and accruing fines now totaled $163,000. Most recently, they had met with the City Manager and Mr. Murray the current Code Enforcement Officer, who sent them a letter that the violations had been corrected.

Mr. Rose then spoke regarding a utility bill of around $200 plus accruing penalties of around $40,000. He explained that the property had been acquired via foreclosure in 2008, and that he had tried to obtain an explanation for over two years from then Finance Director Pirri regarding charges for water and sanitation services that were not being supplied to the property. Mr. Rose maintained that the accruing penalties should never have been imposed, since the original charges were in error.

The bill had recently been recalculated to reflect a stormwater charge of $2,900 covering the last several years, which he expressed willingness to pay immediately if they were thus charged. He asked the Commission to release them from the penalties.

The Mayor noted that the letters to which Mr. Rose referred were not in the Commission's packet, and the dates and other information at hand were conflicting; therefore she was not able to make a determination at this time. Commissioner Blumberg criticized the City Manager and current administration's presentation of incomplete supporting documentation. Vice Mayor Lim commented that during a meeting with Mr. Rose's assistant, the Commission had seen the letters being discussed. While he was in agreement that the case showed serious lapses in the City's previous internal controls regarding fines and citations he thought that they should now be considering the staff's recommendation for settlement, and offered a motion to approve it, which was not seconded. The rest of the Commission did not recall reading the letters during meetings with Mr. Rose's assistant, and agreed that they were unable to vote on a matter of this financial consequence without complete information. Commissioner Chervony pointed out the letter from the Code Enforcement Officer gave a compliance date of March 19, 2012 but did not allude to previous inspections or violations. As to utility bills, he referred to other issues with other properties regarding the forgiveness of utility bills and thought this was part of a larger issue that could not be addressed now.

The Mayor opened the meeting to public comment. Resident Reinaldo Trujillo gave a history of the property in question, describing numerous violations, beyond those that had been described, going back many years and which had not been fixed until they were recorded and penalties imposed. With regard to utility service, he informed the Commission that the property had previously had a trailer with all utilities supplied by the City, and that unpaid utility bills were often transferred to new owners. Mr. Trujillo also alluded to the issue of water bills on properties that had been calculated with penalties compounded upon penalties. These bills, he explained, had been forgiven because it had been determined that compounding penalties in this manner was incorrect.

Resident Ann Bakst spoke next and asked whether the new owners had either not supplied their correct mailing address, or had ignored bills sent to them. There were no further speakers and the Mayor closed the meeting to the public.

Commissioner Stuart Blumberg offered a motion to defer the Resolution in Item 13A to the next meeting of the City Commission in order to obtain all of the needed documentation to support a decision; the motion was seconded by Mayor Connie Leon-Kreps. The votes were as follow: Mayor Connie Leon-Kreps –Yes; Commissioner Richard Chervony –Yes; Vice Mayor Eddie Lim – No; Commissioner Stuart Blumberg – Yes. The motion carried 3-1.

Michael Rose asked that the penalties stop accruing from this date, while awaiting the decision. The Mayor responded that that the matter needed to be reviewed with the City Manager, the Finance Department, and the Code Enforcement Officer.

The Mayor opened the meeting to public comment. Bunny Hart of 7901 Hispanola Avenue asked if there were records of any previous payments, and thought penalties should stop from this day forward.

The City Attorney informed the Commission that there were two sets of penalties involved; one, the Code Enforcement penalties, which had been stopped with Code Enforcement Officer Murray's letter dated March 19, 2012; and two, the water bill which continued to compound while unpaid per City Code. The City Attorney also informed the Commission that per the City Code, the only group that can compromise a Code Enforcement lien is the City Commission; it is not in the purview of the City Manager, and the Special Magistrate lost jurisdiction after he issued an order.

14. NEW BUSINESS

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

Commissioner Richard Chervony discussed evaluating the performance of the City Manager upon the completion of his first 180 days in office, which would occur next week. He criticized the City Manager's performance, citing communication, budget, and audit issues, and referred to the special audit ordered by the City Commission because of their lack of certainty regarding the City finances. Commissioner Chervony complained of deficient progress made on a range of issues including the chain link fence on the Causeway, the Baywalk project, the legal services RFQ, the landscape maintenance RFP, and the timely completion of the audit and budget. He held the City Manager responsible for overspending on the park and Causeway projects, and criticized expenditures in the past month on padded chairs for City meetings, customer service training for staff, and an unauthorized welcome sign.

Therefore, Commissioner Chervony made a motion to terminate the City Manager's employment, and Commissioner Blumberg seconded the motion.

Mayor Connie-Leon Kreps agreed that the City Manager's performance could be improved, and urged the City Manager to take the criticism to heart. She asked, however, that the full picture be considered out of fairness, mentioning the management turn-over that the City had undergone, with two preceding interim City Managers, and suggesting that the City Manager might not be supplied with all the tools and staff to facilitate the many tasks before him. The Mayor went on to say that the City was now in need of stability, and suggested at least waiting until the budget process was over.

Commissioner Stuart Blumberg offered that the conduct of the night's meeting was an example of why the City Manager should be removed, and expressed his lack of trust in the communication from the current management.

The Mayor agreed that communication had been a problem, but thought that there were problems in the City that predated the six month tenure of the City Manager, and for which he was being blamed. She added that the expenditures on padded chairs and customer service training were made at her direction to the City Manager

Commissioner Chervony concluded he had been misled in the matter of the unauthorized welcome sign and that had caused him to lose all trust in the City Manager, and Commissioner Blumberg concurred.

The Mayor asked for the City Manager to reply, and he responded that he had tried to rush production of the sign believing that the Commission had reached a consensus and given him direction to move forward quickly, and then he had rescinded the order for the sign when questions were later raised about aesthetics. He acknowledged that he was finding it difficult to follow directions given by individual members of the Commission on different items, and resolved to consult the Commission as a whole in the future. Commissioner Blumberg strongly disagreed that the City Manager had been directed to proceed with ordering the sign, but the Mayor recalled that there had been a consensus expressed at a prior Commission meeting.

Vice Mayor Eddie Lim agreed with the Mayor's comments, and felt that terminating the City Manager at this time would be disruptive to the City.

The votes on the motion to terminate the employment of the City Manager were as follow: Commissioner Stuart Blumberg – Yes; Mayor Connie Leon- Kreps – No; Vice Mayor Eddie Lim – No; Commissioner Richard Chervony – Yes. The motion failed 2-2.

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

Commissioner Stuart Blumberg requested that the Commission take up action items next due to the lateness of the hour.

Mayor Connie Leon-Kreps offered a motion to defer Item 14B to the next meeting and Commissioner Stuart Blumberg seconded the motion, which carried 4-0.

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

Commissioner Stuart Blumberg offered a motion to accept all the nominees named in the agenda package to the three boards, and Mayor Connie Leon-Kreps. Seconded the motion The votes were as follow: Mayor Connie Leon-Kreps – Yes; Vice Mayor Eddie Lim – Yes; Commissioner Richard Chervony – Yes; Commissioner Stuart Blumberg –Yes. The motion carried 4-0.

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

Vice Mayor Lim offered a motion to cancel the regular August Commission meeting, and Mayor Connie Leon-Kreps seconded the motion. The votes were as follow: Commissioner Richard Chervony–No; Commissioner Stuart Blumberg – No; Mayor Connie Leon-Kreps – Yes; Vice Mayor Eddie Lim – Yes. The motion failed 2-2.

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

The Mayor explained that many emails had been received from residents calling for this action, and in light of the issues facing the City in connection with Board member Scott Greenwald and the perceived conflict of interest in having him sitting on the Board she was recommending the action of removing him from the Board.

The Mayor opened the meeting to public comment. Jerry Miller of 7901 Hispanola Avenue spoke on behalf of Scott Greenwald, saying that he was being treated unfairly and asking that the matter be tabled until Mr. Greenwald was back in town to defend himself. Resident Kevin Vericker spoke regarding the issues in which Mr. Greenwald was at odds with the City. Resident Reinaldo Trujillo spoke regarding the composition of the Board, saying that he had disagreed with the change that had added two businessmen to the Board and felt that only qualified residents should be members. There were no further speakers and the meeting was closed to public comment.

Mayor Connie Leon-Kreps offered a motion to remove Scott Greenwald from the Citizens Budget & Oversight Board and Commissioner Stuart Blumberg seconded the motion. The votes were as follow: Vice Mayor Eddie Lim –Yes; Commissioner Richard Chervony –Yes; Commissioner Stuart Blumberg –Yes; Mayor Connie Leon-Kreps – Yes. The motion carried 4-0.

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

Mayor Connie Leon-Kreps offered a motion to approve the City's Fourth of July Celebration, and Vice Mayor Eddie Lim. The votes were as follow: Vice Mayor Eddie Lim –Yes; Mayor Connie Leon-Kreps – Yes; Commissioner Richard Chervony – No; Commissioner Stuart Blumberg –Yes. The motion carried 3-1.

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

Commissioner Stuart Blumberg offered a motion nominating Vice Mayor Eddie Lim as the voting delegate to the Florida League of Cities, seconded by Mayor Connie Leon-Kreps. The votes were as follow: Vice Mayor Eddie Lim –Yes; Commissioner Richard Chervony –Yes; Mayor Connie Leon-Kreps – Yes; Commissioner Stuart Blumberg –Yes. The motion carried 4-0.

H. EAST ENTRANCE WELCOME SIGN PROPOSAL

This item will be submitted to the Community Enhancement Board for review.

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

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

No Minutes were approved.

Prepared and submitted by: Yvonne P. Hamilton, CMC

The meeting adjourned at 2:00 a.m.

Prepared and submitted by: Yvonne P. Hamilton, CMC
City Clerk
(Katherine Price, Clerical Assistant)

Adopted by the City of North Bay Village on
this _____ day of _____.

_____
Connie Leon-Kreps, Mayor

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