



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### OFFICIAL AGENDA

#### REGULAR CITY COMMISSION MEETING

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

**TUESDAY, SEPTEMBER 13, 2011**

**7:30 P.M.**

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

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

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

##### **A. ABSENCE – COMMISSIONER PAUL VOGEL**

##### **1.) Commission Action**

#### **2. A. PROCLAMATIONS AND AWARDS**

- 1. Alzheimer's Association Proclamation**
- 2. Hunger Action Month**

#### **B. SPECIAL PRESENTATIONS**

##### **1. RESIDENT ROY MARTAYAN**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1 of 7  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**2. WEISS SEROTA HELFMAN  
ESSAY CONTEST WINNER – GABRIELA LINS**

**C. ADDITIONS AND DELETIONS**

**3. BOARD REPORTS**

- A. ANIMAL CONTROL ADVISORY BOARD**
- B. ARTS, CULTURAL & SPECIAL EVENTS BOARD**
- C. CITIZENS BUDGET AND OVERSIGHT BOARD**
- D. COMMUNITY ENHANCEMENT BOARD**
- E. PLANNING & ZONING BOARD**
- F. YOUTH SERVICES BOARD**
- G. CITY MANAGER REVIEW COMMITTEE**

**4. PUBLIC SAFETY DISCUSSION**

**5. COMMISSIONERS' REPORTS**

**6. CITY ATTORNEY'S REPORT**

**7. CITY MANAGER'S REPORT**

**8. GOOD & WELFARE**

**9. CONSENT AGENDA**

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES TO PROVIDE PROCEDURES FOR THE INITIATION OF NEW POLICY LEGISLATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution will establish procedures for introducing new legislation.

**1.) Commission Action**

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BAY VILLAGE AND THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL 678, AFL-CIO; AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution will allow employees under the LIUNA bargaining unit to receive a one-time two percent payment of their current salaries and a 15 percent reduction in the 75% now paid for dependent coverage.

**1.) Commission Action**

- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH "THE MIAMI HERALD PUBLISHING MEDIA COMPANY" FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution will renew an agreement with the *Miami Herald* for advertising legal notices.

**1.) Commission Action**

- D. 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 79<sup>TH</sup> STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution will renew an agreement with Florida Department of Transportation for maintenance of the turf and landscaped areas along the 79<sup>th</sup> Street Causeway from the west to the eastern limits of the City.

**1.) Commission Action**

- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT IN FORM BETWEEN THE CHILDREN'S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTER SCHOOL CARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution authorizes an agreement with the Children's Trust to provide terms and conditions for granting funding received for the operation of an afterschool and summer camp program.

**1.) Commission Action**

- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE TOWN OF MEDLEY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

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

**1.) Commission Action**

- G. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER ROBERT DANIELS)**

The proposed Resolution will authorize the transfer of \$18,869.25 from the youth services line item of the Police Department Budget to the new Afterschool and Summer Camp Fund to cover expenses for the 2010-2011 summer camp program.

- 1.) Commission Action**

**10. PLANNING & ZONING CONSENT AGENDA**

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

- A. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

The proposed Resolution seeks to update the City's Five-Year Capital Improvement Schedule to include the Dr. Paul Vogel Community Park and the proposed Plaza Area at the eastern end of the City on the causeway.

- 1.) Commission Action**

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

- A. A REQUEST BY SABOR OF LATIN AMERICA CONCERNING PROPERTY AT 1880 - 79<sup>TH</sup> STREET CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**

**A VARIANCE PURSUANT TO SECTION 111.03 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT APPLICATION OF SECTIONS 111.12(A) (1) AND 111.12(B) (1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN 500 FEET OF A PUBLIC SCHOOL AND WITHIN 300 FEET OF AN EXISTING RESTAURANT, LOUNGE, AND NIGHTCLUB HOLDING A 4COP LICENSE.**

**1.) Commission Action**

**B. A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR MODIFICATIONS TO PREVIOUSLY APPROVED PLANS FOR CONSTRUCTION OF A DOCK.**

**1.) Commission Action**

**13. UNFINISHED BUSINESS**

**A. CITY MANAGER VACANCY**

**1.) Commission Action**

**14. NEW BUSINESS**

**A. CITY ATTORNEY COMPENSATION (*VICE MAYOR CONNIE LEON-KREPS*)**

**1.) Commission Action**

**B. APPOINTMENT OF MEMBER TO THE PLANNING & ZONING BOARD**

**1.) Commission Action**

**15. APPROVAL OF MINUTES**

- A. Special City Commission Meeting – May 24, 2011**
- B. Regular City Commission Meeting – May 10, 2011**
- C. Special City Commission Meeting – April 27, 2011**
- D. Regular City Commission Meeting – April 12, 2011**
- E. City Commission Workshop-March 22, 2011**
- F. Special City Commission Meeting – March 22, 2011**
- G. Regular City Commission Meeting – March 8, 2011**
- H. Regular City Commission Meeting – February 22, 2011**
- I. Special City Commission Meeting – January 25, 2011**
- J. Regular City Commission Meeting – January 11, 2011**
- K. Regular City Commission Meeting – December 14, 2010**
- L. Special City Commission Meeting – November 30, 2010**
- M. Special City Commission Meeting – November 1, 2010**
- N. Regular City Commission Meeting – October 19, 2010**
- O. Regular City Commission Meeting – September 28, 2010**
- P. Special City Commission Meeting – September 28, 2010**
- Q. Regular City Commission Meeting – September 14, 2010**
- R. Special City Commission Meeting – September 14, 2010**

**1.) Commission Action**

**16. ADJOURNMENT**

## CITY OF NORTH BAY VILLAGE

## MONTHLY REPORTS 2011

## BUILDING DEPT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	YTD
PERMITS/UPFRONT FEES	\$ 10,290.40	\$ 10,313.08	\$ 11,628.48	\$ 16,601.38	\$ 16,301.25	\$13,082.25	\$7,420.28	\$2,330.00	\$ 87,967.12
VISITORS	164	207	214	203	207	278	173	192	1638
PERMIT APPLICATIONS/ REVISIONS	48	59	60	59	67	59	39	57	448
HOLD HARMLESS/ EXTENSIONS/ CERT OF COMPLETION/OCCUPANCY/ CHANGE OF CONTRACTORS/ REINSPECTIONS	\$0.00	\$404.35	\$580.00	\$625.00	\$375.00	\$305.00	\$375.00	\$0.00	\$2,664.35
INSPECTIONS:									
BLDG INSPECTIONS/REVIEW:	154	175	171	204	175	182	168	214	1443
ELEC INSPECTIONS:	27	25	32	42	33	33	28	26	246
MECH INSPECTIONS:	21	14	17	9	16	22	9	6	114
PLUMBING INSPECTIONS:	21	34	46	28	32	36	25	22	244
STRUCTURAL REVIEWS:	26	12	9	9	13	8	8	10	95

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CITY OF NORTH BAY VILLAGE  
MONTHLY REPORTS 2011  
FRONT DESK

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	YTD
TOTAL TRANSACTIONS (CASH/CREDIT CARDS)	389	442	486	590	465	466	437	485	3760
VISITORS	119	175	235	176	171	201	145	107	1329
PASSPORT ISSUED	11	33	40	45	63	59	51	34	336
NOTARY SERVICES	4	5	7	11	8	10	12	2	59
TAX RECEIPTS (OCCUP LICENSES)	7	9	13	31	15	262	24	5	366
LIEN SEARCH/REQUESTS FOR INFORMATION:	42	53	86	49	54	51	89	40	464
POST OFFICE	542	542	686	634	607	529	466	537	4543
<b>TRAFFIC COURT CASES:</b>									
ATS (AMERICAN TRAFFIC SOLUTIONS PRIOR TO 7/1/10) HEARINGS IN NBV	27	27	25	0	0	0	0	0	79
LAF (NBV-AFTER 7/1/10) HEARINGS IN MDC	129	183	168	115	72	160	294	71	1192

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CITY OF NORTH BAY VILLAGE  
MONTHLY REPORTS 2011  
CODE COMPLIANCE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	YTD
PHONE CALLS	90	91	63	87	69	47	56	79	582
MEETINGS ATTENDED	35	16	24	17	20	31	33	27	203
<b>Violations:</b>									<b>0</b>
Illegal Boat Trailer	0	2	0	0	1	0	0	0	3
Trash, Rubbish & Debris on Property	15	1	2	4	9	5	3	3	42
Open & Abandoned property	0	0	0	0	1	0	0	0	1
Road Debris/Trash Picked Up	3	10	13	7	17	13	19	10	92
Dumpster Without Permits	0	1	0	1	0	0	2	1	5
Fence in Disrepair	7	1	1	0	3	5	2	0	19
Backed up Sewage/ Raw Sewage	1	1	1	2	0	0	1	1	7
Illegal Auto Repair/Junk Vehicle	3	1	0	0	1	0	1	0	6
Outside Storage	1	0	0	2	1	1	0	0	5
Illegal Business	1	2	72	0	1	0	14	5	95
Illegal Signs	34	10	18	2	22	51	3	50	190
Graffiti	2	0	2	1	1	0	1	0	7
Sight Visibility/Sidewalk Obstructions	0	1	0	0	3	3	1	2	10
Boat Trailer on Right-of-way	0	0	0	0	1	0	0	0	1
Illegal Conversions of Residence	0	0	0	0	2	2	3	0	7
Engine Repairs	4				1	0	1	0	6
Building Maintenance Req'd	4	7	0	0	2	6	4	4	27
Permit not displayed	0	0	0	0	1	1	3	0	5
Filming Without Permit	0	1	0	0	0	0	0	0	1
Dirty Pool/Stagnant Water	1	1	2	0	1	1	1	1	8
Complaint	1	1	2	0	0	0	0	1	5
Dirty Roof or not maintained	1	1	0	0	0	0	1	0	3
Dock In Disrepair	1	1	0	0	0	1	0	0	3
Landscaping Maintenance	11	0	0	0	3	7	3	3	27
Structural Damage	3	1	1	6	1	1	1	0	14
Illegal Solicitation	0	1	4	1	0	0	0	2	8
Noise	2	0	0	1	0	0	1	0	4
Parking Lot Maintenance/Disrepair	1	0	4	0	3	0	0	0	8
Commercial Vehicles in Residential Area	7	2	1	1	4	3	2	3	23
Roadway Obstruction Cleared	0	0	13	0	0	0	0	0	13

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Working After Hours	0	0	0	0	0	0	1	0	1
Marine Violation	1	0	0	0	0	0	1	1	3
Dumping	1	0	0	0	0	0	1	3	5
Vessel In Setback	0	0	0	0	0	0	1	0	1
Complaints Received	0	0	0	0	0	0	0	10	10
INITIAL INSPECTIONS	43	28	81	27	48	36	63	79	405
VERBAL WARNINGS GIVEN	13	3	9	9	9	9	10	9	71
COURTESY NOTICE ISSUED	54	16	89	15	18	25	39	9	265
CITATIONS ISSUED	3	3	1	9	14	0	1	24	55
RE-INSPECTIONS	45	46	71	88	80	46	84	85	545
ILLEGAL SIGNS REMOVED	18	0	0	0	0	0	0	0	18
WORK WITHOUT PERMITS	10	5	12	9	5	15	7	2	65
COMMERCIAL VEHICLES CITED	6	0	0	0	0	0	0		6
STOP WORK ORDERS ISSUED	5	0	0	0	1	0	0	2	8
SERVICE OF PROCESS	0	2	0	3	0	0	0	1	6
DEBRIS PICKUP	3	8			17	0	0		28
TAX FRAUD	0	0	0	0	0	0	0	2	2
CASES CLOSED	35	2	11	44	15	3	40	20	170

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CITY OF NORTH BAY VILLAGE  
MONTHLY REPORTS 2011

POLICE DEPT									
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	YTD
<b>PHONE CALLS BREAKDOWN:</b>									
911	9	13	13	13	10	15	9	16	98
RADIO	17	24	24	16	32	17	36	18	184
WALK-IN	20	18	30	21	22	21	25	25	182
TELEPHONE	203	216	242	260	225	241	230	219	1836
OFFICER INITIATED	1526	1892	2040	1324	1263	1,247	1,247	1,310	11849
<b>TYPES OF CRIMES/FELONIES</b>									
ATTEMPTED BURGLARY	1	0	0	0	0	0	0	0	1
BURGLARY STRUCTURE	1	0	0	0	1	1	1	0	4
BURGLARY RESIDENCE	3	0	2	1	3	3	2	1	15
BURGLARY VEHICLE	9	4	4	4	4	5	2	2	34
ROBBERY ARMED	0	1	0	0	0	0	0	0	1
ROBBERY STRONGARM	0	0	0	0	0	0	0	0	0
SEXUAL BATTERY	0	0	0	0	0	0	0	0	0
AGG BATTERY/ASSAULT	1	0	1	0	1	2	0	1	6
FRAUD GENERAL	1	0	1	1	0	0	0	2	5
CC FRAUD	1	0	1	1	1	0	0	1	5
ID THEFT	1	4	3	4	1	1	0	1	15
INTERNET FRAUD	0	0	0	0	0	0	1	0	1
GRAND THEFT	1	3	4	8	3	6	5	6	36
MOTOR VEHICLE THEFT	0	1	2	0	1	2	4	1	11
<b>MISDEMEANORS:</b>									
SIMPLE BATTERY	2	1	3	0	1	3	2	3	15
DOMESTIC BATTERY	1	2	5	0	1	2	6	0	17
ASSAULT	0	0	0	1	0	0	0	0	1
VERBAL THREATS	3	0	0	0	1	0	1	0	5
THEFT GENERAL	4	2	2	2	0	2	2	1	15
STOLEN DECAL	2	0	1	0	0	0	2	1	6
STOLEN TAG	2	0	2	0	1	0	0	0	5
DUI	0	2	2	0	0	0	1	0	5
<b>CITATIONS:</b>									
TRAFFIC	97	110	98	153	79	171	66	75	849
PARKING	50	77	45	51	19	47	41	60	390
<b>ARREST:</b>									
FELONY	4	1	4	5	6	3	4	4	31
MISDEMEANOR	5	11	10	8	7	4	12	8	65
BENCH WARRANT	1	0	3	0	0	1	1	2	8

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CITY OF NORTH BAY VILLAGE

MONTHLY REPORTS 2011

POLICE DEPT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	YTD
<b>REPORT TYPES:</b>									
MISC INCIDENT	8	26	29	25	36	33	32	27	216
OFFENSE INCIDENT	23	25	50	33	32	45	31	29	268
CRASH REPORT	11	9	3	10	4	6	8	11	62
HIT AND RUN	3	4	1	3	2	2	4	3	22
FIELD INTERVIEW	1	2	3	2	1	1	1	1	12
CODE WARNINGS	1	1	6	6	5	5	2	7	33
CODE VIOLATIONS	3	2	3	5	0	3	0	4	20
<b>INVESTIGATIONS:</b>									
CARRY OVER PRIOR	8	4	15	6	10	9	9	11	72
NEW INVESTIGATIONS	21	15	21	20	15	15	17	16	140
CASES CLEARED	8	3	15	7	9	10	9	8	69
CLEARANCE RATE	38.09%	15.79%	41%	27%	36%	41.66%	36.61%	29.62%	2.6577
BACKGROUND INVEST.	2	1	2	0	0	0	0	0	5
<b>RED LIGHT CAMERAS</b>									
Cases Reviewed			589	389					978
Cases Approved			506	291					797
Approval Rate			83%	75%					1.58
Personnel Time Spent			120	51					171
Estimated Revenue			\$37,950.00	\$21,825.00					59775

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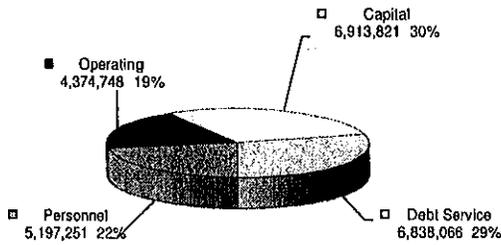
CITY OF NORTH BAY VILLAGE  
MONTHLY REPORTS 2011  
PUBLIC WORKS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	YTD
MEETINGS ATTENDED	10	8	6	7	8	12	10	12	73
INSPECTIONS	30	25	20	23	26	28	30	22	204
WATER PURCHASED, GAL	33,877,668	30,347,856	28,871,304	36,347,564	33,043,648	33,262,064	no invoice	no invoice	195,750,104
WATER SOLD, GAL	29,293,000	23,995,000	24,718,000	28,764,000	29,806,000	29,059,000	27,314,000	28,711,000	221,660,000
WATER WORK ORDERS	87	91	67	43	66	52	40		446
WATER Break Emergency		2			2	2	4	1	11
SEWERAGE DISPOSAL, GAL	30,746,000	28,520,000	31,988,000	24,808,000	23,019,000	no invoice	no invoice	no invoice	139,081,000
SEWER Break Emergency				1nbv, 1mb			1	2	5
DISPOSAL Garbage/Trash, TN	367.27	320.09	312.33	368.88	367.85	390.89	185.21	186.61	2,499.13
RECYCLING	\$ 5,303.54	\$ 5,303.54	\$ 5,952.98	\$ 5,952.98	\$ 1,017.80	\$ 8,449.91	\$ 5,985.98	\$ 8,535.95	\$ 46,502.68
PARKS CLEAN UP, DAYS.	38	40	38	40	39	40	39	40	314

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**CITY OF NORTH BAY VILLAGE**  
**BUDGET-IN-BRIEF thru July 31, 2011**

**YTD-Citywide Expense Allocation**



**Selected Other Funds**

After School & Summer Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	-	-	5,500	0.0%
Transfer from General Fund	-	-	-	0.0%
Total Revenues & Carryover	-	-	5,500	0.0%
Total Expenses	-	-	-	0.0%

Transportation Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	200,000	166,667	126,221	75.7%
Transfer from General Fund	55,248	-	-	0.0%
Appropriations & Carryover	59,719	-	-	0.0%
Total Revenues & Carryover	314,967	166,667	126,221	75.7%
Transfer to Capital Improvements	181,144	150,953	-	0.0%
Total Expenses	139,823	120,156	51,827	43.0%

Capital Project Fund	Budget	Pro-Rata Budget	Year-to-Date	YTD %
Revenues	65,000	54,167	38,764	56.6%
Transfer from General Fund	1,856	1,856	-	0.0%
Transfer from Transportation Fund	181,144	181,144	-	0.0%
Appropriations & Carryover	2,313,488	-	-	0.0%
Total Revenues & Carryover	2,561,488	237,167	36,764	1.4%
Total Expenses	2,039,850	1,699,875	465,796	22.8%

Utility Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	4,218,319	3,515,266	3,753,312	106.8%
Appropriations & Carryover	(767,410)	-	-	0.0%
Total Revenues & Carryover	3,450,909	3,515,266	3,753,312	106.8%
Transfer to Water Imprvmnts	25,000	-	-	0.0%
Transfer to General Fund	217,264	-	-	0.0%
Transfer to Sewer Imprvmnts	183,958	-	-	0.0%
Total Expenses	3,390,428	2,790,357	2,720,549	97.5%

General Fund Revenues				
Revenues	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Real & Personal Property Taxes	3,139,829	3,109,489	2,519,650	81.0%
Franchise Fees	444,500	370,417	203,094	54.8%
Utility Service Taxes	420,000	350,000	301,493	88.1%
Communication Service Tax	316,602	263,835	219,770	83.3%
Licenses & Permits	70,600	38,333	33,368	87.0%
Intergovernmental Revenue	660,047	550,039	522,341	95.0%
Fines & Forfeitures	430,009	358,341	323,820	90.4%
Misc. Revenue	24,000	20,000	34,609	170.0%
Charges for Services	37,160	30,967	53,942	174.2%
Transfer from Utilities	217,264	-	-	0.0%
Debt Proceeds	6,325,000	-	-	0.0%
Appropriations & Carryover	1,944,621	-	-	0.0%
Total Revenues & Carryover	\$ 14,028,432	\$ 5,091,420	\$ 4,211,487	82.7%

General Fund Expenditures				
Expenditures	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
City Commission Department	69,273	57,728	55,889	96.5%
City Manager Department	114,863	95,340	52,457	55.0%
City Clerk Department	185,028	154,190	145,852	94.6%
Finance Department	127,915	108,596	103,979	97.5%
Legal Services Department	200,000	166,667	300,543	180.3%
General Government Department	842,446	702,039	513,631	73.2%
Police Department	3,755,337	3,129,448	3,163,300	101.1%
Recreation / Human Svcs Dept.	36,193	32,640	28,784	88.2%
Debt Service Refunding	6,325,000	6,325,000	6,325,000	100.0%
Transfer to Capital Fund	1,856	1,547	1,547	0.0%
Transfer to Street Mince Fund	390,607	325,506	325,506	0.0%
Transfer to Transportation Fund	55,248	46,040	46,040	0.0%
Total Expenditures	\$ 12,103,766	\$ 11,142,739	\$ 11,062,328	99.3%

YTD-Total Citywide Budget				
Expenditures	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Total Citywide Budget	23,590,785	21,480,912	18,830,724	87.7%

Selected Other Funds				
Building Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	142,700	118,917	134,971	113.5%
Transfer from General Fund	-	-	-	-
Total Revenues	142,700	118,917	134,971	113.5%
Total Expenses	142,700	118,917	126,195	106.1%

Selected Other Funds				
Street Mince Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	111,386	92,822	85,147	91.7%
Transfer from General Fund	390,607	-	-	-
Total Revenues	501,993	92,822	85,147	91.7%
Total Expenses	501,993	434,994	430,186	98.9%

Stormwater Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	215,000	179,167	147,564	82.4%
Appropriations & Carryover	277,741	-	-	0.0%
Total Revenues & Carryover	492,741	179,167	147,564	82.4%
Total Expenses	172,000	143,333	108,868	76.0%

Debt Service Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	329,108	325,948	264,186	81.1%
Appropriations & Carryover	-	-	-	-
Total Revenues & Carryover	329,108	325,948	264,186	81.1%
Total Expenses	329,108	329,108	558,211	169.6%

Water Improvements	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	-	-	-	-
Transfer from Utility Fund	25,000	-	-	0.0%
Total Revenues	25,000	-	-	0.0%
Total Expenses	25,000	12,500	12,979	103.8%

Sewer Improvements	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	5,405,971	4,596,955	3,924,987	85.4%
Transfer from Utility Fund	183,958	-	-	0.0%
Total Revenues	5,589,929	4,596,955	3,924,987	85.4%
Total Expenses	5,589,929	4,688,934	3,293,983	70.3%

Cash Position	
Sabadell United	2,650,461
CenterState	217,841
SBA Fund A	25,612
Total General Fund	\$ 2,893,914
Sabadell United	2,003,840
CenterState Series 2010	40,046
Total Project Fund	\$ 2,043,886

7B(1)

	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11
<b>General Fund</b>												
Revenues												
Real & Personal Property Taxes	-	188,070	1,824,960	161,351	122,587	2,763	120,396	51,621	3,120	29,409	-	-
Franchise Fees	-	2,571	12,436	27,297	26,878	24,412	23,055	24,603	31,995	31,995	-	-
Utility Service Taxes	-	22,173	45,415	30,941	32,256	30,811	31,000	31,891	36,752	38,958	-	-
Communication Service Tax	-	-	48,335	-	48,753	23,996	50,876	-	-	24,403	-	-
Licenses & Permits	9,708	3,287	3,337	1,348	353	536	2,734	1,121	258	6,125	-	-
Intergovernmental Revenue	31,320	57,018	45,848	31,616	92,355	47,634	66,444	58,741	36,300	54,878	-	-
Fines & Forfeitures	53,031	107,771	49,203	(43,392)	18,910	50,054	16,118	46,148	1,819	9,747	-	-
Misc. Revenue	2,205	2,975	5,503	4,812	2,740	2,821	2,896	2,261	1,651	2,341	-	-
Charges for Services	3,707	3,479	4,148	3,362	4,604	8,231	6,390	5,452	4,471	9,247	-	-
<b>Total Revenues</b>	<b>99,972</b>	<b>387,345</b>	<b>2,039,186</b>	<b>217,436</b>	<b>349,437</b>	<b>191,257</b>	<b>269,033</b>	<b>272,714</b>	<b>84,371</b>	<b>207,104</b>	-	-
Expenditures												
City Commission Department	4,183	7,265	5,842	6,299	9,191	4,189	3,808	3,890	3,854	6,069	-	-
City Manager Department	11,415	11,417	10,935	11,453	5,617	(1,767)	(1,764)	2,161	1,253	136	-	-
City Clerk Department	12,240	18,574	10,821	10,690	11,548	25,968	11,995	11,746	21,583	10,685	-	-
Finance Department	12,170	8,170	9,037	8,391	9,002	19,304	8,498	10,922	11,009	7,477	-	-
Legal Services Department	4,000	35,969	302	72	40,742	35,452	54,364	44,061	55,129	30,452	-	-
General Government Department	53,680	41,975	55,153	32,293	61,346	55,254	57,682	56,116	55,021	44,968	-	-
Police Department	331,769	284,930	303,421	286,387	287,512	434,106	341,020	314,496	298,945	280,715	-	-
Recreation / Human Svcs Dept.	2,358	8,048	7,646	791	1,517	2,075	1,583	1,583	1,679	1,504	-	-
<b>Total Expenditures</b>	<b>431,816</b>	<b>416,549</b>	<b>403,157</b>	<b>356,377</b>	<b>426,475</b>	<b>576,180</b>	<b>477,187</b>	<b>444,973</b>	<b>440,473</b>	<b>382,006</b>	-	-
<b>Building Fund</b>												
Revenues	8,236	9,341	8,159	12,757	12,612	15,819	20,192	19,190	13,235	10,325	-	-
Expenditures	5,886	19,918	5,509	5,363	21,806	16,417	15,246	15,278	5,548	15,424	-	-
<b>Street Mince Fund</b>												
Revenues	1,323	9,641	9,061	1,323	9,436	17,274	9,613	9,062	6,371	13,367	-	-
Expenditures	29,704	53,291	49,102	62,397	57,509	40,608	23,718	25,697	50,642	37,520	-	-
<b>After School &amp; Summer Fund</b>												
Revenues	-	-	-	-	-	-	-	-	-	5,500	-	-
Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
<b>Transportation Fund</b>												
Revenues	1,774	8,269	2,519	15,031	16,766	5,567	4,945	4,564	4,815	9,987	-	-
Expenditures	-	-	-	4,199	4,989	-	4,945	-	-	-	-	-
<b>Capital Project Fund</b>												
Revenues	512	32,409	521	852	253,861	852	847	-	-	-	-	-
Expenditures	172,572	97,209	50	-	955,833	495	67,238	-	-	96,604	-	-
<b>Utility Fund</b>												
Revenues	379,987	379,771	349,647	383,704	354,010	377,505	383,068	391,230	381,907	372,342	-	-
Expenditures	126,456	382,474	203,661	206,402	316,357	306,813	325,042	496,967	194,950	162,867	-	-
<b>Stormwater Fund</b>												
Revenues	9,933	9,919	10,019	10,087	10,090	10,052	57,463	9,937	10,000	10,065	-	-
Expenditures	77	12,651	-	7	6,547	46,165	21,555	16,812	(627)	5,680	-	-
<b>Debt Service Fund</b>												
Revenues	-	19,719	191,348	16,918	12,853	290	12,624	5,412	1,939	3,084	-	-
Expenditures	160,625	-	65,543	-	-	-	-	-	392,044	-	-	-
<b>Water Improvements Fund</b>												
Revenues	-	-	-	-	-	-	-	-	-	12,979	-	-
Expenditures	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sewer Improvements Fund</b>												
Revenues	80,903	512,907	1	867,318	591,513	177,904	475,906	988,304	6,875	18,211	-	-
Expenditures	15,700	270,132	619,286	603,145	241,882	475,906	1,009,050	6,875	18,211	-	-	-

7B(2)

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES TO PROVIDE PROCEDURES FOR THE INITIATION OF NEW POLICY LEGISLATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, Section 3.09 A., "Meeting Procedures", of the Charter of the City of North Bay Village, Florida ("City") provides that the City Commission may establish its own rules of procedure and order of business; and

**WHEREAS**, Section 30.05, "Agenda Meeting procedures", of the City's Code of Ordinances provides that the "City Commission shall establish meeting and agenda procedures by Resolution"; and

**WHEREAS**, the City Commission adopted Resolution No. 2011-17 providing for such City Commission Meeting and Agenda Procedures; and

**WHEREAS**, in order to provide for the orderly and cost effective use of resources, the City Commission desires to provide procedures for the initiation of new policy legislation; and

**WHEREAS**, the City Commission finds that the adoption of these procedures is in the best interest of the City.

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

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

**Section 2.** The City Commission Meeting and Agenda Procedures are amended as follows<sup>1</sup>:

**North Bay Village City Commission Meeting and Agenda Procedures**

\* \* \*

**5. Agenda.**

\* \* \*

<sup>1</sup> Additions to the City Commission Meeting and Agenda Procedures are shown in underline. Deletions to the City Commission Meeting and Agenda Procedures are shown in ~~strikethrough~~.

9A(1)

B. *Who may place.* The Mayor, City Commissioners, City Manager, and City Attorney are authorized to place matters on the agenda of the City Commission Meeting for discussion and/or approval by the City Commission. While the City Manager may initiate the preparation of policy legislation or action by the City Attorney, in order to timely and efficiently manage the City, a Commission Member who wishes to request the preparation of policy legislation by the City Attorney or Administration shall place such requests for consideration by the City Commission under the New Business section of the agenda. A signed, written memorandum or form provided for such purposes shall state the purpose of the item/action, the major points to be covered, the reasons for necessary action, and the action desired by the Commission Member. Each Commission Member will be limited to three (3) New Business items per meeting. The request shall not be acted upon by the City Attorney or Administration until such request is approved by majority vote of the City Commission.

\* \* \*

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

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

**FINAL VOTE AT ADOPTION:**

Mayor Corina S. Esqujarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Corina S. Esqujarosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton  
City Clerk

9A(2)

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

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

City of North Bay Village Resolution: Procedures for new policy legislation.

9A(3)



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 6, 2011

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

**FROM:** Robert Daniels  
Interim City Manager *RD*

**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 AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES TO PROVIDE PROCEDURES FOR THE INITIATION OF NEW POLICY LEGISLATION; AND PROVIDING AN EFFECTIVE DATE.**

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

RD:yph

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

*9A(4)*



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### CITY OF NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

**DATE:** September 7, 2011

**TO:** Mayor Corina Esquijarosa  
Vice-Mayor Connie Leon Kreps  
Commissioner Paul Vogel  
Commissioner Frank Rodriguez  
Commissioner Eddie Lim

**FROM:** Robert Daniels, Interim City Manager 

**SUBJECT:** Memorandum of Understanding between LIUNA and The City of North Bay Village

---

#### RECOMMENDATION:

It is recommended that the City Commission execute, approve and ratify the attached Memorandum of Understanding (MOU) between the City and its Laborers Union – LIUNA, which provides for: (1) a one-time 2% lump sum payment of each respective union bargaining unit member's base salary and authorizing for a reduction of 15% for union employees health insurance dependent coverage; and (2) a decrease in the City's contribution toward employee dependent care health insurance coverage from Seventy-Five percent (75%) of the cost of the coverage to 60% of the cost of the coverage.

#### BACKGROUND:

In October 2010, the vast majority of City employees (including the City's police officers, sergeants and lieutenants) received a one-time bonus payment of 2% of their respective base salaries. At that time, the City also reduced its contribution toward employee dependent care health insurance coverage from 75% of the cost of the coverage to 60% of the cost of the coverage, as well as a reduction of 15% for dependent health care coverage. Police department employees in particular who belong to the FOP union agreed to this change.

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

9B(1)

However, the foregoing changes were not made with respect to employees in the bargaining unit represented LIUNA because the City and LIUNA did not reach an agreement on those changes at that time. Members of the bargaining unit represented by union were not able to come to an agreement on the overall terms of their contract renewal which includes this 2% onetime payment and the reduction in dependent coverage. Due to change in the City administration, in the LIUNA administration, and many other issues to address in the LIUNA contract, there still was no consensus on these issues. Therefore, in hopes of achieving uniformity amongst all City staff we have been negotiating an MOU with the LIUNA union in order to implement the 2% onetime payment and to implement the insurance change. LIUNA member met on 9/7/11 and ratified the MOU calling for these changes.. In the meantime, the rest of the items in the contract will continue to be negotiated and addressed.

**FINANCIAL IMPACT:**

The cost to pay the LIUNA employees a one-time 2% will be \$14,748 and the annual saving to the City due to the reduction in dependent health care coverage is \$14,371.00. This represents almost a loss in the first year but a savings of \$14,371.00 each consecutive year due to the continued reduction in the dependent health coverage amount.

**PERSONNEL IMPACT:**

The employees will receive a one-time 2% payment but will pay more money towards their bi-weekly dependent care health insurance coverage.

**CONTACT:**

Robert Daniels, Interim City Manager

9B(2)

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

**A RESOLUTION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOCAL 678, AFL-CIO AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR A REDUCTION OF FIFTEEN PERCENT TO DEPENDENT ANNUAL HEALTH INSURANCE COVERAGE AND PROVIDING FOR A ONE TIME 2% PAYMENT OF THE BASE SALARY OF EACH EMPLOYEE BELONGING TO THIS UNION; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City and the Union are parties to a Collective Bargaining Agreement that commenced on October 1, 2006 and that expired on September 30, 2009 (the "CBA");

**WHEREAS**, although the Parties have attempted to negotiate a comprehensive successor agreement to the CBA since September 2010, the Parties have not yet been able to come to terms on a final agreement;

**WHEREAS**, since the expiration of the CBA, the City has decreased its contribution toward employee health insurance coverage for all City employees outside of the bargaining unit represented by the Union from 75% of the cost for such coverage to 60% of the cost of such coverage for dependant care coverage ("Decreased Dependant Health Insurance Coverage");

**WHEREAS**, since the expiration of the CBA, the City has provided the vast majority of City employees outside of the bargaining unit represented by the Union with a one time lump sum payment equal to two percent of each respective employee's base pay ("Lump Sum Payment");

**WHEREAS**, the Parties desire to have the Decreased Dependant Health Insurance Coverage and Lump Sum Payment apply to employees in the bargaining unit represented by the Union as set forth herein.

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

9B(3)

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Effective the first full pay period following full ratification of this MOU, the City will decrease its contribution toward health insurance coverage for all bargaining unit employees enrolled in dependant care coverage offered by the City from 75% of the cost of the coverage to 60% of the cost of the coverage.

3. For fiscal year 2010-2011, each bargaining unit employee will receive a one time payment equal to two percent of his/her base salary, which will not be added to the employee's base pay, and which payment will be made on or before September 30, 2011. It is understood and agreed that there shall be no continuing right to such one time payment beyond fiscal year 2010-2011.

4. The Parties have had the opportunity to consult with legal counsel of their choosing in connection with the drafting of this MOU.

5. This MOU shall become effective upon ratification by the bargaining unit members represented by the Union and by the City's elected City Commission. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

6. The parties agree that this MOU represents the parties' entire agreement and it cannot be amended or modified without express written consent of the parties.

7. The parties signify their agreement with this MOU by affixing their signatures below.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

The votes were as follows:

**FINAL VOTE AT ADOPTION:**

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

9B(4)

CORINA S. ESQUIJAROSA  
MAYOR

**ATTEST:**

YVONNE P. HAMILTON, CMC  
CITY CLERK

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

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

City of North Bay Village Resolution: Memorandum of Understanding: LIU



**City of North Bay Village**

**Public Works Department**

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

**MEMORANDUM**  
**City of North Bay Village**

**DATE:** September 6, 2011

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

**FROM:**   
Robert Daniels  
Interim 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, PROVIDING FOR RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BAY VILLAGE AND THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL 678, AFL-CIO; AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**9B(6)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF NORTH BAY VILLAGE, FLORIDA AND THE LABORERS'  
INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL  
678, AFL-CIO**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of August 2011, by and between the City of North Bay Village, Florida (the "City") and the Laborers' International Union of North America, Public Employees' Local 678, AFL-CIO (the "Union").

**WHEREAS**, the City and the Union are parties to a Collective Bargaining Agreement that commenced on October 1, 2006 and that expired on September 30, 2009 (the "CBA");

**WHEREAS**, although the Parties have attempted to negotiate a comprehensive successor agreement to the CBA since September 2010, the Parties have not yet been able to come to terms on a final agreement;

**WHEREAS**, since the expiration of the CBA, the City has decreased its contribution toward employee health insurance coverage for all City employees outside of the bargaining unit represented by the Union from 75% of the cost for such coverage to 60% of the cost of such coverage for dependant care coverage ("Decreased Dependant Health Insurance Coverage");

**WHEREAS**, since the expiration of the CBA, the City has provided the vast majority of City employees outside of the bargaining unit represented by the Union with a one time lump sum payment equal to two percent of each respective employee's base pay ("Lump Sum Payment");

**WHEREAS**, the Parties desire to have the Decreased Dependant Health Insurance Coverage and Lump Sum Payment apply to employees in the bargaining unit represented by the Union as set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Effective the first full pay period following full ratification of this MOU, the City will decrease its contribution toward health insurance coverage for all bargaining unit employees enrolled in dependant care coverage offered by the City from 75% of the cost of the coverage to 60% of the cost of the coverage.
3. For fiscal year 2010-2011, each bargaining unit employee will receive a one time payment equal to two percent of his/her base salary, which will not be added to the employee's base pay, and which payment will be made on or before September 30, 2011. It is understood and agreed that there shall be no continuing right to such one time payment beyond fiscal year 2010-2011.

9B(7)

4. The Parties have had the opportunity to consult with legal counsel of their choosing in connection with the drafting of this MOU.

5. This MOU shall become effective upon ratification by the bargaining unit members represented by the Union and by the City's elected City Commission. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

6. The parties agree that this MOU represents the parties' entire agreement and it cannot be amended or modified without express written consent of the parties.

7. The parties signify their agreement with this MOU by affixing their signatures below.

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, PUBLIC  
EMPLOYEES' LOCAL, 678, AFL-CIO**

**CITY OF NORTH BAY VILLAGE,  
FLORIDA**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

9B(18)

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH “*THE MIAMI HERALD PUBLISHING MEDIA COMPANY*” FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City of North Bay Village has utilized the services of the “*Miami Herald Publishing Company*” to publish its public notices required by State and local laws.

**WHEREAS**, the City Manager hereby recommends that the City Commission renew the agreement with “*The Miami Herald Publishing Media Company*” for publishing its public notices in accordance with the proposal and agreement attached hereto as Attachment 1.

**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 Agreement.** The Agreement between the City of North Bay Village and *The Miami Herald Publishing Company* for advertising services, a copy of which is attached as Exhibit “1,” is hereby approved.

**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.

90(1)

**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. Authorization of Fund Expenditure.** The City Manager is authorized to expend the necessary funds to implement the terms of this agreement.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of August, 2011.

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
City Clerk

9C(2)

**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: *Miami Herald Contract*



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 6, 2011

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

**FROM:** Robert Daniels  
Interim 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 AN AGREEMENT WITH “THE MIAMI HERALD PUBLISHING MEDIA COMPANY” FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE.**

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

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

QC(4)

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

**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 79<sup>TH</sup> 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 79<sup>th</sup> 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 79<sup>th</sup> 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.

9D(1)

**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 \_\_\_\_\_, seconded \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_\_ day of September, 2011.

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
City Clerk

9D(2)

**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



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 6, 2011

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

**FROM:** Robert Daniels *RD*  
Interim 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 A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

*9DL4)*

1000 NW 111 Avenue, Rm. 6202B

Miami, FL 33172

Ph. (305) 470-5112

Fax (305) 640-7556

*Help protect our planet: Do not print this email unless necessary.*

---

**From:** Meaux, Michelle L

**Sent:** Friday, August 05, 2011 2:47 PM

**To:** 'rdaniels@nbvillage.com'

**Cc:** Ianotti, Shany

**Subject:** Turf & Landscape Maintenance JPA for S.R. 934/Kennedy Causeway

**Importance:** High

Mr. Daniels,

Good afternoon! Attached for the City's review is the draft Turf and Landscape Maintenance Joint Participation Agreement for S.R. 934/Kennedy Causeway. If there are any changes needed, the document has the tracked changes on so please make them there and send them to my attention for review and approval. Also, if you would please let me know when the City has placed the Agreement on a Commission Meeting agenda for Resolution approval, I'd appreciate it.

When the City is ready to execute the Agreement, please send at least two (2) executed originals along with a copy of the adopted Resolution to my attention. Please feel free to contact me, if you have any questions or concerns.

Sincerely,

*Michelle Loren Meaux*

JPA Coordinator

Professional Services

Florida Department of Transportation

1000 NW 111 Avenue, Rm. 6202B

Miami, FL 33172

Ph. (305) 470-5112

Fax (305) 640-7556

*Help protect our planet: Do not print this email unless necessary.*

9D(5)

**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF NORTH BAY VILLAGE**

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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:

## 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

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)

9D(8)

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.”

1. 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 111<sup>th</sup> 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

9D(10)

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.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, on the day and year above written.

**CITY OF NORTH BAY VILLAGE:**

**STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
**CITY MAYOR**

**BY:** \_\_\_\_\_  
**DISTRICT SECRETARY**

**ATTEST:** \_\_\_\_\_  
**(SEAL) CITY CLERK**

**ATTEST:** \_\_\_\_\_  
**(SEAL) EXECUTIVE SECRETARY**

**LEGAL REVIEW:**

\_\_\_\_\_  
**CITY ATTORNEY**

\_\_\_\_\_  
**DISTRICT CHIEF COUNSEL**

9D(13)

**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

9D(14)

## 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 (1yr)
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	\$ 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
					\$ 5,294.03

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 5,294.03**

90(15)

**Exhibit "C"**  
**City of North Bay Village's Resolution**

To be herein incorporated once approved by the CITY Commission.

9D(16)

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT IN FORM BETWEEN THE CHILDREN'S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTERCARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City of North Bay Village (the "City") has developed an afterschool care program for the 2011-12 school year to care for students after the close of the school day and a summer 2012 summer day camp program for area children; and

**WHEREAS**, the Children's Trust provides grant funding to assist in providing services for the benefit of children; and

**WHEREAS**, the City is seeking to obtain grant funding from the Children's Trust for the operation of the City's afterschool program for the 2011-12 school year and for a summer camp program for 2012; and

**WHEREAS**, the Children's Trust Agreement, (the "Agreement") provides the terms and conditions for grant funding from the Children's Trust; and

**WHEREAS**, the City Commission finds that approval of the form of this Agreement is in the best interest of the City.

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

**Section 1.** Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

**Section 2.** Approval of Form of Agreement. The Agreement between The Children's Trust and the City of North Bay Village (the "Agreement"), a copy of which is attached as Exhibit "A", 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 in form, for execution and implementation.

**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 enter into the Agreement with the Children's Trust and to take all necessary steps 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 the Agreement. The City Manager is authorized to execute the Agreement on behalf of the City, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the City Attorney.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_. The votes were as follows:

**FINAL VOTE AT ADOPTION:**

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





## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 6, 2011

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

**FROM:** Robert Daniels  
Interim 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 AN AGREEMENT IN FORM BETWEEN THE CHILDREN'S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTER SCHOOL CARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

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

9E(4)

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

FY 2011-2012  
CONTRACT NO. ####-####  
BETWEEN THE CHILDREN'S TRUST  
AND AGENCY NAME  
FOR OOS, PP, SPP, etc.

THIS CONTRACT is between The Children's Trust whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and Agency Name hereafter "Provider" whose address is \_\_\_\_\_, Miami, Florida 331\_\_.

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "Parties") agree as follows:

**A. EFFECTIVE TERM**

The effective term of this Contract shall be from \_\_\_\_\_ through \_\_\_\_\_, subject to funding availability and Provider's performance.

**B. TERMS OF RENEWAL, if applicable**

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

**C. SCOPE OF SERVICES**

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

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#### D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed \$\_\_\_\_\_. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Other Fiscal Requirements, Budget and Method of Payment outlined in Attachment B to this Contract.

#### E. FISCAL MANAGEMENT

##### 1. Double Billing and Payments

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

##### 2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

##### 3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 691-73.001, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in this Contract (see Section K. Insurance).

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust contract manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

#### 4. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractor must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any Subcontractor must be currently qualified to do business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

#### 5. Religious Purposes

Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

#### 6. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

#### 7. Adverse Action or Proceeding

Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

#### 8. Compliance

Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain non-exempt status throughout the term of the contract, and payment of payroll taxes as applicable.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 2-1-1 The Children's Trust 24-hour helpline.

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## F. INDEMNIFICATION BY PROVIDER

### 1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

### 2. All Other Providers

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

## G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

## H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, Provider retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

## I. BREACH OF CONTRACT AND REMEDIES

### 1. Breach

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
- f. Does not meet or satisfy the conditions of award required by this Contract;
- g. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports; Included, but not limited to filing reports or request for payments in Services & Activities Management System ("SAMIS");
- h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

## **2. Remedies**

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

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**YELLOW HIGHLIGHTED TEXT INDICATES REVISIONS FOR FY11-12**

- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

**J. TERMINATION BY EITHER PARTY**

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

**K. INSURANCE REQUIREMENTS**

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance, or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

**Provider will carry insurance policies in the amounts and with the requirements indicated below:**

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily Injury;
- b. Property Damage;
- c. No exclusions for Abuse, Molestation or Corporal Punishment;
- d. No endorsement for premises only operations.

3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies

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**transporting program participants.** The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured **and the certificate holder** with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants.** The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

#### **Certificate Holder**

Certificate holder must read:

**The Children's Trust  
3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor  
Miami, Florida 33129**

#### **Classification and Rating**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

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Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

#### L. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (I.R.S.) tax status determination letter, if applicable;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if applicable, state and federal unemployment tax filings and if the 941 and unemployment tax filings reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

#### M. NOTICES

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

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**N. AUTONOMY**

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

**O. RECORDS, REPORTS, AUDITS AND MONITORING**

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida laws.

**1. Accounting records**

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

**2. Financial audit and program specific audit**

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Children's Trust an Annual Financial Audit, performed by an independent certified audit firm that is registered to do business with the Florida State Department of Business Regulation, of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. If no management letter or report or other matters related to internal control is prepared by the independent audit firm, Provider must confirm in writing to The Children's Trust that no such report was submitted to Provider. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Providers that are required to have a single audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97 agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan. In the event that the independent auditor does not disclose audit findings, Provider shall submit written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of \$100,000 or more from The Children's Trust from this or any other The Children's Trust contract(s), related to the fiscal year under audit, Provider agrees to have a program-specific audit relating to The Children's Trust contract(s), in addition to the annual financial audit. The program-specific audit shall be performed by an independent certified public accounting firm that is registered to do business with the Florida State Department of Business Regulation, can perform audits under Government Auditing Standards (i.e. "Yellow Book"), and is either a member of the AICPA or FICPA Peer Review Program to include engagement reviews. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A provider that does not meet the program-specific audit threshold requirement will be exempt from the program-specific audit requirement in the fiscal year that the audit threshold is not met.

Audit extensions may be granted in writing by The Children's Trust after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by Provider. A copy of the engagement letter, along with the audit completion date and any concerns from the auditing firm in relation to the audit, must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

The financial audit and other financial information will be used in the evaluation of Provider's performance and Provider's overall fiscal health.

In the event that either the audited financial statement or program specific audit is not received in a timely manner and in accordance with the previously stated due dates, and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until said documents are received and determined to be acceptable by The Children's Trust.

### **3. Access to records**

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.

### **4. Monitoring**

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

### **5. Client Records**

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five

calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

**6. Internal Documentation/Records Retention**

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this Contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

**7. Confidentiality**

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

**8. Security Obligation**

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

**9. Withholding of payment**

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children's Trust.

**P. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

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#### Q. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

#### R. BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening prior to commencing work pursuant to this Contract.

For purposes of this section, the term "direct service provider" means a person 18 years of age or older, including a volunteer, who provides services to children, youth and their families. The term does not include volunteers who assist on an intermittent basis for less than 20 hours per month.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit for Level 2 Background Screenings" each for contract term. The Affidavit will cover employees, volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section. Provider shall keep Attachment E: "Affidavit for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors files. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

#### S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

#### T. REGULATORY COMPLIANCE

##### 1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the

dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

## 2. Public Entitles Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and 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 The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

## 3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to <http://www.miamidade.gov/ethics/plain.asp> for the Code of Ethics Ordinance).

## 4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following provisions of the Sarbanes-Oxley Act of 2002:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

**5. Licensing**

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

**6. Incident Reporting**

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

- (1) Name of reporter (person giving the notice)
- (2) Name and address of victim and guardian
- (3) Phone number where the reporter can be contacted
- (4) Date, time, and location of incident
- (5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, of any legal action related to the incident.

**7. Sexual Harassment**

Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

**8. Proof of Policies**

Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

**U. CONSENT**

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from

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www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

**V. PROGRAMMATIC DATA REPORTING**

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

**W. PUBLICITY**

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

**X. PUBLICATIONS**

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:  
**Provider Program Name** is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:  
**Provider Program Name** está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

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Kreyol:

**Provider Program Name** finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouvènman amerikin vote an referandom pou ke' li investl byen nan pwogram kap amelyore la Vi Ti Moun ak fanmi yo nan Miami Dade.

**Note:** In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

**Y. HEADINGS, USE OF SINGULAR AND GENDER**

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

**Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS**

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E: Affidavit for Level 2 Background Screenings, if applicable

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**PROVIDER NAME**  
**MIAMI-DADE COUNTY FLORIDA**

**THE CHILDREN'S TRUST**  
**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

by: \_\_\_\_\_  
(Signature)  
Modesto E. Abety-Gutierrez

\_\_\_\_\_  
(Type/Print Title)

\_\_\_\_\_  
President and CEO

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

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

**Provider Federal ID#** \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
County Attorney Date: \_\_\_\_\_

**This contract is not valid until signed by both parties.**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE TOWN OF MEDLEY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE 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 Agreement.** The Mutual Aid Agreement between the City of North Bay Village and the Town of Medley for law enforcement services, a copy of which is attached as Exhibit "1," is hereby approved.

**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 and the Acting Police Chief are authorized to execute the agreement on behalf of the City 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 Corina S. Esquijarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_\_ day of August, 2011.

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

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**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: Mutual Aid Agreement with the Town of Medley Police Department.

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## City of North Bay Village

### Administrative Offices

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

### MEMORANDUM City of North Bay Village

**DATE:** August 16, 2011

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

**FROM:** Robert Daniels  
Interim City Manager *RD*

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

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

RD:yph

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

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## NORTH BAY VILLAGE POLICE DEPARTMENT

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MEMORANDUM NO. 11-07-06

DATE: July 27, 2011

TO: Robert J. Daniels, Interim City Manager 

FROM: Brian Collins, Acting/Chief of Police

SUBJECT: August 9, 2011 - COMMISSION AGENDA – REQUEST TO EXECUTE MUTUAL AID AGREEMENT WITH THE TOWN OF MEDLEY

---

**Background:**

The North Bay Village Police Department utilizes the Town of Medley's Firearms Training Range bi-annually in the performance of FDLE's Mandatory Firearms Qualifications and in accordance with North Bay Village Police Department Policies and Procedures. The Medley Range is the only outdoor range accessible to us within Miami-Dade County. It is crucial for us to maintain our allegiance with the Village of Medley; and this acknowledgement is paramount to our continued working relationship with them.

**Discussion:**

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

**Recommendation:**

Staff recommends authorization approval under the Consent Agenda for the City Manager, City Clerk and Chief of Police to enter into a Law Enforcement Mutual Aid Agreement with the Town of Medley.

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CARY HERNANDEZ  
 EXECUTIVE ASSISTANT  
 OFFICE OF POLICE CHIEF JEANETTE SAID JINETE

(305) 883-2047 | Fax: (305) 885-4891  
 7331 N.W. 74th Street | Medley, Florida 33166-2409  
 chernandez@medleypd.com | www.medleypd.com

MENT

RECEIVED  
 JUL 20 2011  
 BY [Signature]

July 11, 2011

City of North Bay Village Police Department  
 Acting Chief Jim McCready  
 1700 Kennedy Causeway, Suite 132  
 North Bay Village, FL. 33141

Dear Acting Chief McCready:

Enclosed, please find a mutual aid agreement for your consideration. We hope that you will execute the enclosed agreement to facilitate the working relationship between our two departments.

Please find three (3) original Mutual Aid Agreements between the Town of Medley and the City of North Bay Village. Please forward the agreements to the appropriate City of North Bay Village officials for their signature, keeping one (1), and returning two (2) to our agency. An executed copy will be forwarded to Florida Department of Law Enforcement as per **Chapter 23, F.S., The Florida Mutual Aid Act.**

Thank you for your continued support in matters of mutual professional concerns. Should you have any questions and/or need further assistance, please do not hesitate to contact me at (305) 883-2047.

Sincerely,

*Jeanette Said-Jinete*  
 Jeanette Said-Jinete  
 Chief of Police

JSJ/cih

(305) 883-2047 | Fax: (305) 805-3720 | 7331 N.W. 74th Street | Medley, Florida 33166-2409  
 jsaid@medleypd.com | www.medleypd.com

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**Mutual Aid Agreement**  
**Between the Town of Medley and the**  
**City of North Bay Village Police Department**

**Whereas**, it is the responsibility of the government of the Town of Medley, Miami-Dade County, Florida and the City of North Bay Village, Miami-Dade County, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**Whereas**, because of the continuing possibility of the occurrence of the law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel , equipment , or facilities of the Town of Medley Police Department and/or the City of North Bay Village Police Department; and

**Whereas**, in order to ensure the ability of these laws enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and preserve the lives and property of the people of the Town of Medley and the City of North Bay Village; and

**Whereas**, Town of Medley and the City of North Bay Village have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

**NOW, THEREFORE, BE IT KNOWN** that the Town of Medley and the City of North Bay Village municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short Title:** Mutual Aid Agreement

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2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as describes in Chapter 23, Florida Statutes.

3. **Definitions:**

a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities.

b. **Agency or participating Law Enforcement Agency:** Either the Town of Medley Police Department or the City of North Bay Village Police Department.

c. **Agency Head:** Either the Chief of Police of the Town of Medley Police Department or the Chief's designees; and the Chief of Police of the City of North Bay Village Police Department , or the Chief's designees.

d. **Authorized Agency Representative:** Agency head as defined herein.

e. **Participating Municipal Police Department:** The Police Department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

f. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration attached as Exhibit "A", an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative (Chief or Designee) whose assistance is

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sought shall evaluate the situation and his/her available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The Agency Head of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

5. **Powers, Privileges, Immunities, and Costs:**

a. All employees of the participating Law Enforcement Agencies, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed.

b. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of the same.

c. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due to such employees.

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

WHEREAS, the City Commission of the City of North Bay Village, Florida, adopted a budget for the Fiscal Year commencing on October 1, 2010 and ending on September 30, 2011 (the "Budget") via Resolution No. 2010-62 on September 28, 2010; and

WHEREAS, Section 35.21(B) provides that transfers outside of a departmental budget shall be approved by resolution of the City Commission; and

WHEREAS, the City Manager has recommended that the Budget be amended to create an After School and Summer Camp Fund and transfer \$18,869.25 from the youth services line item of the Police Department Budget under the General Fund to the After School and Summer Camp Fund Summer Camp line item under the new After School and Summer Camp Fund.

**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.

**Section 2.** Budget Amendment Fund Created. The new line item "After School and Summer camp Fund" is hereby created. The City Manager is hereby authorized to transfer \$18,869.25 from the youth services line item of the Police Department Budget under the General Fund to the Summer Camp line item under the new After School and Summer Camp Fund.

**Section 3.** **Line Item Transfer.** The City Manager is hereby authorized to transfer \$18,869.25 from the youth services line item of the Police Department Budget under the General Fund to the After School and Summer Camp Fund.

**Section 34.** **Authorization of City Officials.** The City Manager is authorized to take all actions necessary to implement the budget amendment. For purposes of this Resolution, references to City Manager shall include the Interim City Manager.

**Section 45.** **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 Corina S. Esquijarosa \_\_\_\_\_  
Vice Mayor Connie Leon-Kreps \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_  
Commissioner Frank Rodriguez \_\_\_\_\_  
Commissioner Paul Vogel \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_\_ day of September, 2011.

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
City Clerk

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**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: Budget Amendment-Youth Services.



## City of North Bay Village

### Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 6, 2011

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

**FROM:** Robert Daniels  
Interim City Manager

**SUBJECT:** Introduction of Resolution

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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, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

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

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

96(4)

**CITY OF NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** September 8, 2011

**TO:** Mayor Corina Esquijarosa  
Vice-Mayor Connie Leon Kreps  
Commissioner Paul Vogel  
Commissioner Frank Rodriguez  
Commissioner Eddie Lim

**FROM:** Robert Daniels, Interim City Manager 

**SUBJECT:** Budget Amendment for FY2010-2011

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**RECOMMENDATION:** It is recommended that the City Commission approve the Budget Amendment for FY2010-2011 to transfer funds from the Youth Services line item of the Police Department Budget under the General Fund to the After School and Summer Camp Fund for expenditures related to the new Summer Camp Program.

**BACKGROUND:** The City started a new Summer Camp Program this fiscal year, which was going to be partially funded by some of the \$25,000 that was allocated in the Youth Services line item of the Police Department Budget under the General Fund. During this fiscal year, the City received notification of funding of a grant from the Children's Trust to fund an After School and Summer Camp Program at Treasure Island Elementary School. As a result, it was determined that a new special revenue fund should be created to better account for these expenditures.

**BUDGETARY IMPACT:** This amendment will transfer \$18,869.25 from the Youth Services line item of the Police Department Budget under the General Fund (01.021.521.5483) to the Summer Camp line item under the new After School and Summer Camp Fund (14.071.572.5482).

**PERSONNEL IMPACT:** None.

**CONTACT:** Gerard Pirri, Finance Director

96(5)

<u>Description</u>	<u>Amount</u>
Beg. Balance	25,000.00
<b><u>Youth Services</u></b>	<b>6,130.75</b>
PAAL Related Exp	(1,817.00)
Nat'l Night Out Supplies	(216.85)
Nat'l Night Out Supplies	(100.20)
<b>Balance</b>	<b>3,996.70</b>
<b><u>Summer Camp</u></b>	<b>18,869.25</b>
Flor-grant assistance	(1,890.00)
Summer Camp Agreement	(15,000.00)
Summer Camp T-Shirts	(719.25)
Week 1	(820.00)
Week 2	(980.00)
Week 3	(905.00)
Week 4 & 5	(1,055.00)
Scholarships (2)	(880.00)
Scholarships (3)	(1,120.00)
Donated Checks	5,500.00
Beatriz-training	(1,000.00)
<b>Balance</b>	<b>-</b>
<b>End. Balance</b>	<b>3,996.70</b>

96(6)

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City of North Bay Village (the "City") has adopted a Comprehensive Plan and Five-Year Schedule of Capital Improvements; and

**WHEREAS**, pursuant to Section 163.3177(3)(b) Florida Statutes, updates to the Five-Year Capital Improvement Schedule may be accomplished by Ordinance and may not be considered amendments to the Comprehensive Plan; and

**WHEREAS**, the City Commission desires update the City's Five-Year Capital Improvement Schedule to identify improvements to Vogel Park and the JFK Causeway which are to be completed and which have been provided for in the tentative 2011-2012 Budget; and

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

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

**Section 2.** **Five-Year Capital Improvement Schedule Adopted.** The Five-Year Capital Improvement Schedule, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby adopted.

**Section 3.** **Repeal of Conflicting Provisions.** Applicable provisions of any resolutions, administrative policies, ordinances and provisions of the Code of the City of North Bay Village that are in conflict with this Ordinance are hereby repealed.

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

**Section 5.** **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

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

**THE VOTES WERE AS FOLLOW:**

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

**APPROVED ON FIRST READING** during a regular session of the City Commission of North Bay Village this \_\_\_ day of \_\_\_\_\_ 2011.

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

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED BY THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.**

\_\_\_\_\_  
Corina S. Esquijarosa, Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne Hamilton, City Clerk

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

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

City of North Bay Village Ordinance: Amending the Five-Year Schedule of Capital Improvements

11A(2)



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### MEMORANDUM City of North Bay Village

**DATE:** September 6, 2011

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

**FROM:** Robert Daniels  
Interim City Manager

**SUBJECT:** Introduction of Resolution

---

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE.**

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

RD:yph

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

11A(3)



## MEMORANDUM

**DATE:** 9/6/11  
**TO:** City of North Bay Village Mayor, Commission, City Manager, and Clerk  
**FROM:** Ralph Rosado, Director of Urban Planning & Grants Services  
**SUBJECT:** Capital Improvements Plan Items: Vogel Park & Plaza Area

I am in the process of applying for different grants on behalf of the city, in order to seek supplemental funding for two city projects: Dr. Paul Vogel Park, and the plaza area at the city's easternmost edge, just before the bridge that connects the city with Miami Beach.

One of the grants that I am applying for requires that the projects be included in the city's current Capital Improvements Plan (CIP). A CIP is a document that addresses a municipality's aspirations with regard to its capital projects. It is up to the city commission's discretion when, if ever, to undertake said capital projects should funding not materialize as expected. In other words, there is no financial obligation to undertake a project simply because it is listed in a CIP.

But not listing a project typically has a detrimental effect when it comes to applying for outside grant dollars; if a city does not include a project in its CIP, it runs the risk of not appearing serious about undertaking the project. Grant agencies are reluctant to fund projects that do not appear to be under genuine consideration of being undertaken.

In order to meet the requirements of the grant application, I have updated the city's current CIP (attached), including both the improvements to Vogel Park and the plaza area as new items. The other items listed were already part of the CIP, and I made no other changes to them, as I do not have accurate figures for the other items and as I do not need accurate figures for those items for the purposes of the grant. (I leave it to you to determine whether you want to update those or leave them as-is.)

**Vogel Park** - I list the projected park-related expenses as follows: \$185,000 for 2010-11 and \$415,000 for 2011-12. The way that I arrived at the figures is as follows: you have spent @\$185,000 to-date; you have 3 grants totaling \$415,000 to spend in the next fiscal year. The math breaks down as follows:

- The grants all require dollar-for-dollar matches, and because they are from different funding sources, they can match each other.
- One grant (Florida Inland Navigation District) is for \$55,000. One grant (Florida Coastal Management) is for \$60,000. One grant (Miami-Dade County Safe Neighborhood Parks) is for \$300,000.
- $\$300,000 - \$55,000 - \$60,000 = \$185,000$  that the city would need to produce out of its general fund (or through future grants) in order to provide sufficient matching dollars. Since you have spent approximately that much to-date, you do not need to provide additional dollars.

11A(4)

**CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.**

901 Ponce De Leon Boulevard, Suite 900, Coral Gables, Florida 33134 Telephone No.:(305)445-2900 Facsimile No.:(305)774-6277  
Architects Engineers Planners



City of North Bay Village, Florida  
Five-Year Schedule of Capital Improvements

Project	Funding Source	2010-11	2011-12	2012-13	2013-14	2014-15
Vogel Park Development	General Fund: County/State/Federal Grants	185,000	415,000			
Plaza Area (City Entry) at Eastern End of JFK Causeway	General Fund: County/State/Federal Grants		250,000	250,000		
Street Resurfacing (General)	Gas Tax/GOB	100,000	100,000	100,000	100,000	100,000
Sidewalk Improvements	General Fund	20,000	20,000	20,000	20,000	20,000
Landscaping Improvements	Impact Fees/General Fund	25,000	25,000	25,000	25,000	25,000
Water/Force Main	Miami-Dade GOB	150,000	150,000	150,000	150,000	150,000
<b>Totals</b>		<b>480,000</b>	<b>960,000</b>	<b>545,000</b>	<b>295,000</b>	<b>295,000</b>

11A(6)

City of North Bay Village  
 EAR-based Amendments to the Goals, Objectives and Policies of the Comprehensive Plan  
 Amended: 4/13/1999, 5/16/2000, 11/25/2003, 12/11/2007

## **CAPITAL IMPROVEMENTS ELEMENT**

### **Goals, Objectives, and Policies**

**GOAL:** Adequately provide needed public facilities to all residents within the City's jurisdiction so as to protect investments in existing facilities, maximize the use of existing facilities, and promote orderly compact urban growth.

To implement this goal, the City has further established the following objectives and policies.

**Objective 12.1:** The five-year Capital Improvements Plan will be updated annually to maintain its financial feasibility, which assures the adopted level of service standards will be achieved and maintained.

**Policy 12.1.1:** The City shall include all projects identified in the elements of this Comprehensive Plan that are determined to be of relatively large scale and high costs (\$10,000 or greater), as capital improvements projects for inclusion within the five-year Schedule of Improvements.

**Policy 12.1.2:** The City shall, as a matter of priority, schedule for funding any capital improvement projects in the five-year Schedule of Improvements which are designed to correct existing public facility deficiencies.

**Policy 12.1.3:** Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines.

1. Whether the project is needed to protect public health and safety, to provide facilities and services, or to preserve or achieve full use of existing facilities, or to maintain or repair existing facilities;
2. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvements costs, provides service to developed areas lacking full service, or promotes in-fill development; and
3. Whether the project represents a logical extension of facilities and services.

**Policy 12.1.4:** The City of North Bay Village shall manage the land development process so that public facility needs of future development created by previously issued land development orders do not exceed the City's ability to ensure provision of needed capital improvements. As part of the development approval process, applicants will submit Letters of Availability from appropriate water and sewer utilities.

**Policy 12.1.5:** The City shall use level of service standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision. The adopted levels of service shall be as follows:

Kennedy Causeway	D
Local Roads	C
Wastewater	110 gpd

11A(7)

Potable Water	120 gpd
Solid Waste	4 lbs per person

**Objective 12.2:** The City shall ensure the provision of capital improvements as set forth on its five-year Capital Improvements Plan through its annual budget process.

**Policy 12.2.1:** No development orders or permits will be issued unless public facilities and services needed to support the development are available concurrent with the impacts of such development.

**Policy 12.2.2:** The City shall annually adopt a five-year Capital Improvement Program and capital budget as a part of its budgeting process.

**Policy 12.2.3:** Development orders which substantially increase the demand of infrastructure on the City shall not be issued unless and until the City determines that either the level of service for sewer, solid waste, potable water, drainage, recreation, and transportation facilities can and will be maintained at or above the City's adopted standards subsequent to the development, or that such additional infrastructure needed to maintain the adopted level of service will be in place in accordance with the following:

1. For sewer, solid waste, drainage and potable water facilities, the facilities must be in place no later than the certificate of occupancy.
2. For parks and recreation facilities, the facilities must be in place no later than one (1) year after the issuance of the certificate of occupancy.
3. For transportation facilities, the facility must be in place under actual construction no later than three (3) years after issuance of a certificate of occupancy.

**Policy 12.2.4:** Determination of concurrency shall be made prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

**Policy 12.2.5:** Attempt to secure grants or private funding whenever available to finance the provision of capital improvements.

**Objective 12.3:** Base decisions regarding the issuance of development orders and permits upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.

**Policy 12.3.1:** Establish the standards discussed earlier in this element as the levels of service for North Bay Village and use these levels of service in reviewing the impacts of new development and redevelopment upon public facility provision.

**Policy 12.3.2:** Evaluate proposed plan amendments and requests for new development or redevelopment according to the following guidelines:

11A(8)

Potable Water	120 gpd
Solid Waste	4 lbs per person

**Objective 12.2:** The City shall ensure the provision of capital improvements as set forth on its five-year Capital Improvements Plan through its annual budget process.

**Policy 12.2.1:** No development orders or permits will be issued unless public facilities and services needed to support the development are available concurrent with the impacts of such development.

**Policy 12.2.2:** The City shall annually adopt a five-year Capital Improvement Program and capital budget as a part of its budgeting process.

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1. For sewer, solid waste, drainage and potable water facilities, the facilities must be in place no later than the certificate of occupancy.
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**Policy 12.2.4:** Determination of concurrency shall be made prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

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**Objective 12.3:** Base decisions regarding the issuance of development orders and permits upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.

**Policy 12.3.1:** Establish the standards discussed earlier in this element as the levels of service for North Bay Village and use these levels of service in reviewing the impacts of new development and redevelopment upon public facility provision.

**Policy 12.3.2:** Evaluate proposed plan amendments and requests for new development or redevelopment according to the following guidelines:

11A(8)

1. Will the action contribute to a condition of public hazard as described in the Sanitary Sewer, Solid Waste, Drainage, Potable Water Element and the Coastal Management Element?
2. Will the action exacerbate any existing public facility capacity deficits as described in the Traffic Circulation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water Element, and the Recreation and Open Space Element?
3. Will the action generate public facility demands that may be accommodated by capacity increases planned in the 5-Year Schedule of Improvements?
4. Does the action conform with future land uses, as shown on the future land use map of the Future Land Use Element?
5. If public facilities are developer-provided, will the action accommodate public facility demand based upon adopted level of service standards?
6. If public facilities are provided, in part or whole, by the City, is the action financially feasible subject to this element?

11A(9)



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### CITY OF NORTH BAY VILLAGE MEMORANDUM

#### **PUBLIC HEARING SEPTEMBER 13, 2011 CITY COMMISSION**

**DATE:** September 13, 2011

**TO:** City Commission

**FROM:** Planning and Zoning Board  
City of North Bay Village

**SUBJECT:** Consideration of Variance Application –  
Sale of Beer and Wine  
Sabor Latin Restaurant & Café  
1880 79<sup>th</sup> Street Causeway

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#### **BACKGROUND**

The applicant is requesting a Variance under Section 111.03 of the City of North Bay Village Code of Ordinances for the sale and on premises consumption of alcoholic beverages (beer and wine) at Sabor Latin Restaurant & Café, located at 1880 79<sup>th</sup> Street (Kennedy) Causeway.

The subject property is located in the CG (General Commercial) Zoning District. The lot area is 37,780 square feet and is improved with a one-story multi-tenant structure. Surrounding uses are parking, commercial, multi-family residential and an elementary school.

Staff has visited the site for the purpose of viewing the property as it relates to this request along with reviewing the application.

**12A(1)**

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Sabor Latin Restaurant & Café

Commission September 13, 2011

Mayor

Corina S. Esquijarosa

Vice Mayor

Connie Leon-Kreps

Commissioner

Frank Rodriguez

Commissioner

Eddie Lim

Page 1

Commissioner

Dr. Paul Vogel

## AUTHORITY

Section 111.03 provides for the consideration and granting of variances under certain circumstances and pursuant to the standards set forth below:

1. Whether granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the City Commission in determining its findings may take into account the effect of the granting of the variance upon the number of persons residing or working in the building or on the land, and traffic conditions in the vicinity of the location of the requested variance.

***Finding: The proposed sale of beer and wine will be in keeping with the intent of this Chapter, and the zoning classification and enhance the economic base of the City.***

2. Whether the requested variance is consistent with the purposes and goals contained in and projected in the City's adopted Master Plan.

***Finding: The requested variance is in keeping with the purpose and goals in the City's adopted Master Plan and its implementing plans.***

The City of North Bay Village Code of Ordinances also states the following, which staff has provided recommended findings in response to:

### Sections 111.12(A)1)

No license for the sale of liquor, beer, wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefore is within 500 feet of a public school.

***Finding: The proposed establishment is within 500 feet of the Treasure Island Elementary School.***

### Section 111.12(A)(2)

No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefore is within 500 feet of a church.

**Finding:** *The proposed establishment is not within 500 feet of a church.*

Section 111.12(B)(1)

No license for a restaurant, lounge, or retail vendor of alcoholic beverages for consumption on the premises shall be granted to any person, firm, or corporation to sell or serve intoxicating liquor where the proposed or existing establishment of the person, firm, or corporation shall be situated less than 300 feet from an existing restaurant, lounge, or nightclub licensee holding a 4COP or an SRX 4COP License.

**Finding:** *The proposed establishment is within 300 feet of Pizza D'Light, Happys Stork Lounge, Best Western/Shuckers and Breeze Restaurant.*

**FISCAL IMPACT**

None

**PLANNING AND ZONING BOARD RECOMMENDATION:**

By a vote of 3-0, the Planning and Zoning Board recommended **approval** of the requested variance to allow the sale of beer and wine, subject to the conditions set forth below.

**APPROVAL MOTION**

Submit a recommendation to the City Commission to:

**Approve** the request by Sabor Latin Restaurant & Café for the sale and on premises consumption of alcoholic beverages (beer and wine). The recommendation for approval would be subject to the following conditions:

1. The alcoholic beverages shall be consumed on the premises with the operation of the restaurant only.

2. The establishment shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises between the hours of 10:00 a.m. and 2:00 a.m.
3. Sale of package goods, i.e., alcohol for off-premise consumption, shall be prohibited.

Attachments

Application

Letter of Intent



**City of North Bay Village**

1666 Kennedy Causeway, Suite 700 North Bay Village FL 33141  
(305) 754-6740 Fax (305) 754-6832 Website-www.nbvillage.com

JUN 17 14:45

**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, Site Plan Renewal, thereto, for 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: Rafael Ramirez (abor) Phone: 305-746-3022

Mailing Address: 1880 79st Causeway, North Bay Village FL  
33141 ~~Rest~~ (Restaurant in small shopping center)

Legal Description of Property: \_\_\_\_\_

Existing Zoning: Commercial Lot Size: 39,780 Folio: 23-3209-000-0250

Reason for Request: (Attach additional Pages if necessary) \_\_\_\_\_

Application for beer & wine license (2cop)

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.

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.

12A(5)

APPLICATION FOR HEARING  
BEFORE THE PLANNING & ZONING BOARD  
PAGE 2 OF 2

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).**

Rafael Ramirez  
Authorized Signature

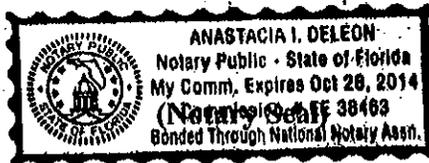
Rafael Ramirez  
Print Name

(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 17<sup>th</sup> day of June 2011  
by Rafael Ramirez  
who is personally known to me or who has produced FL-D. License  
as identification.

Anastacia I. DeLeon  
Notary Public



**Office Use Only:**

Date Submitted: 6/17/11

Fee Paid: \$ 848.00

Tentative Meeting Date: —

Cash  or Check  # —

Date Paid: —

12A(6)

May 13, 2011

**LETTER OF INTENT**

Sabor Latin Restaurant & Café would like to serve beer and wine at our location at 1880 79<sup>th</sup> Causeway. We are hereby requesting the approval of the City of North Bay Village prior to submitting our 2COP license application to the State.

Thank you,

Rafael Ramirez

Home Address & Phone:  
1900 S. Treasure Dr.  
Apt 7F  
North Bay Village, FL 33141  
305-746-3022

Business Address & Phone:  
1880 79<sup>th</sup> Causeway  
North Bay Village, FL 33141  
305-741-2020

12A(7)



## City of North Bay Village

### Administrative Offices

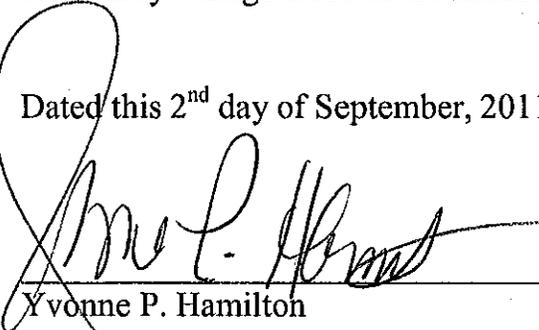
1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - [www.nbvillage.com](http://www.nbvillage.com)

Re: 1880 – 79<sup>th</sup> Street Causeway  
Sabor Latin Restaurant & Cafe  
Treasure Island  
North Bay Village, FL 33141

Request for Variance to Seller Beer and Wine for Consumption on  
Premises

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 September 2, 2011.

Dated this 2<sup>nd</sup> day of September, 2011.



---

Yvonne P. Hamilton  
City Clerk

(City of North Bay Village City Commission – September 13, 2011)

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**12A(8)**



**City of North Bay Village**

**Public Works Department**

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

Re: 1880 – 79<sup>th</sup> Street Causeway  
Sabor Latin Restaurant & Cafe  
Treasure Island  
North Bay Village, FL 33141

Request for Variance to Seller Beer and Wine for Consumption on  
Premises

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on September 13, 2011 was posted at the above-referenced property on September 2, 2011.

Dated this 2nd day of September 2011.

Yvonne P. Hamilton  
City Clerk

(September 13, 2011 City Commission Meeting)

Mayor  
**Corina S. Esquijarosa**

Vice Mayor  
**Connie Leon-Kreps**

Commissioner  
**Frank Rodriguez**

Commissioner  
**Eddie Lim**

Commissioner  
**Dr. Paul Vogel**

**12A(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

### **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 13, 2011** 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 REQUEST DURING PUBLIC HEARING:

**1. A REQUEST BY SABOR OF LATIN AMERICA CONCERNING PROPERTY AT 1880 – 79<sup>TH</sup> STREET CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:**

- 1. A VARIANCE PURSUANT TO SECTION 111.03 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT APPLICATION OF SECTIONS 111.12(A) (1) AND 111.12(B) (1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN 500 FEET OF A PUBLIC SCHOOL AND WITHIN 300 FEET OF AN EXISTING RESTAURANT, LOUNGE, AND NIGHTCLUB HOLDING A 4COP LICENSE.**

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.

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**12A(10)**

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 25, 2011

Treasure Island Elementary School  
7540 East Treasure Drive  
N. Bay Village, FL 33141

Grandview Palace Condominium  
7601 East Treasure Drive, #25  
N. Bay Village, FL 33141

Bridgewater Tower Condominium  
Association  
1881 Kennedy Causeway  
N. Bay Village, FL 33141

Treasure Island Elementary School  
1450 N.E. 2<sup>nd</sup> Avenue  
N. Bay Village, FL 33141

Treasure Island Elementary School  
7540 East Treasure Drive  
N. Bay Village, FL 33141

Kennedy House Condo Association  
1865 Kennedy Causeway  
N. Bay Village, FL 33141

12A(13)

Owner/Occupant  
7601 East Treasure Dr. Apt. 2309  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2312  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt/ 2316  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt 2320  
North Bay Village, Fl 33141

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7601 East Treasure Dr. Apt. 2323  
North Bay Village, Fl 33141

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7601 East Treasure Dr. Apt. 2405  
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North Bay Village, Fl 33141

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Owner/Occupant  
7601 East Treasure Drive, #104  
N. Bay Village, FL 33141

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7601 East Treasure Drive, #605  
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7601 East Treasure Drive, #608  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #702  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #703  
N. Bay Village, FL 33141

12A(18)  
www.avery.com  
1-800-GO-AVERY

Owner/Occupant  
7601 East Treasure Dr. Apt. 506  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 509  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 512  
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141



12A(20)

Owner/Occupant  
7601 East Treasure Drive, #611  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #704  
N. Bay Village, FL 33141

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7601 East Treasure Drive, #705  
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7601 East Treasure Drive, #710  
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7601 East Treasure Drive, #711  
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7601 East Treasure Drive, #708  
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7601 East Treasure Drive, #809  
N. Bay Village, FL 33141

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7601 East Treasure Drive, #810  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #803  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #804  
N. Bay Village, FL 33141

Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
7601 East Treasure Drive, #817  
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Owner/Occupant  
7601 East Treasure Drive, #818  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 722  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 723  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 724  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 801  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 802  
North Bay Village, Fl 33141

Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 819  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 820  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 902  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 903  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 904  
North Bay Village, Fl 33141

12A(22)

Owner/Occupant  
7601 East Treasure Drive, #819  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #820  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #821  
N. Bay Village, FL 33141

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7601 East Treasure Drive, #901  
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7601 East Treasure Drive, #902  
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N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 905  
North Bay Village, Fl 33141

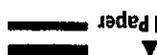
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7601 East Treasure Dr. Apt. 906  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt.  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt.  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt.  
North Bay Village, Fl 33141



12A(24)

Owner/Occupant  
7601 East Treasure Dr. Apt. 918  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 921  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 924  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1001  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1022  
North Bay Village, Fl 33141



12A(25)

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1024  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1101  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1102  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141



12A(27)

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1403  
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Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1415  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

12A(29)

Owner/Occupant  
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N. Bay Village, FL 33141

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7601 East Treasure Drive, #919  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1012  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1014  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1004  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1016  
N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1018  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1019  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1020  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1021  
N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1107  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1024  
N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1106  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1103  
N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1105  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1606  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1609  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1612  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1616  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1619  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1623  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1702  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1710  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1719  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1803  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1617  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1620  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1624  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1707  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1714  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1801  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1608  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1708  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1717  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1802  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1805  
North Bay Village, Fl 33141

Feed Paper  
Bend along line to  
expose Pop-Up Edge™

AVERY® 5160



12A(32)  
Easy Peel® Labels  
Use Avery® Template 5160

Owner/Occupant  
7601 East Treasure Drive, #1703  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1704  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1705  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1706  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1709  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1710  
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Owner/Occupant  
7601 East Treasure Drive, #1711  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1819  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1816  
N. Bay Village, FL 33141

12A(33)  
www.avery.com  
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Owner/Occupant  
7601 East Treasure Dr. Apt. 1806  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1809  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1812  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1816  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2002  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2005  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2008  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2011  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2015  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2018  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1807  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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7601 East Treasure Dr. Apt. 2016  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2019  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1808  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 1811  
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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7601 East Treasure Dr. Apt. 2014  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2017  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2020  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Drive, #1820  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1817  
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1822  
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7601 East Treasure Drive, #1824  
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #2123  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2421  
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

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Owner/Occupant  
7601 East Treasure Drive, #2023  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2024  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2101  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2122  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2217  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2214  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2219  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2021  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2024  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2103  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2106  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2109  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2112  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2116  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2119  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2122  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2022  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2023  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2121  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2124  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2203  
North Bay Village, Fl 33141

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Owner/Occupant  
7601 East Treasure Drive, #2108\*  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2109  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2110  
N. Bay Village, FL 33141

12A(38)  
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Owner/Occupant  
7601 East Treasure Drive, #2220  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2221  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2222  
N. Bay Village, FL 33141

Owner/Occupant  
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Owner/Occupant  
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant  
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N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2204  
North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 2206  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 908  
North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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Owner/Occupant  
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North Bay Village, Fl 33141

Owner/Occupant  
7601 East Treasure Dr. Apt. 917  
North Bay Village, Fl 33141

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Owner/Occupant  
7601 East Treasure Drive, #2408  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2401  
N. Bay Village, FL 33141

Owner/Occupant  
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7601 East Treasure Drive, #2411  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2412  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2406  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2415  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2416  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2417  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2420  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2422  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2423  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2424  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1510  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1511  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1512  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1514  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1515  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #1516  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2111  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2116  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2104  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2105  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2115  
N. Bay Village, FL 33141

Owner/Occupant  
7601 East Treasure Drive, #2107  
N. Bay Village, FL 33141

Owner/Occupant  
1865 Kennedy Causeway  
Unit #1-G  
N. Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Causeway  
Unit #1-H  
N. Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #1-I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #1-L  
North Bay Village, Fl

Owner/Occupant  
1865 Kennedy Cswy., #1N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 2B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Apt. 2E  
Miami Beach, Fl 33147

Owner/Occupant  
1865 Kennedy Cswy., #2F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Apt. 2-G  
Miami Beach, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #2H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 2I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., 2-J  
North Bay Village, F33141

Owner/Occupant  
1865 Kennedy Cswy., Apt. 2K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., 2-0  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Apt. 2-M  
North Bay Village, 33141

Owner/Occupant  
1865 Kennedy Cswy. #2N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 3C  
North Bay Village, Fl.

Owner/Occupant  
1865 Kennedy Cswy., Unit 3-A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 3-B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy, sway #3F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #3D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #3E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 3-I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., # 3-G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #3H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #3N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #3M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 3-0  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4B  
North Bay Village, Fl 33141

12A(42)  
www.avery.com  
1-800-GO-AVERY

Owner/Occupant  
1865 Kennedy Cswy., #4C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #4D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Apt. 4E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., 4-F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #4G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4-H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #4L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 4-H  
North Bay Village, 33141

Owner/Occupant  
1865 Kennedy Cswy., #4I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 4J  
North Bay Village, 33141

Owner/Occupant  
1865 Kennedy Cswy., #5A  
North Bay Village, Fl 3314

Owner/Occupant  
1865 Kennedy Cswy., #5B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5-E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5-F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5-G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Unit 5H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., Apt 8G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #5K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #5-M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #5-M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #5N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #5O  
North Bay Village, Fl 3314

Owner/Occupant  
1865 Kennedy Cswy. #6A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #6B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 6-C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #6D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 6E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 6F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #6G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #6H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 6I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 6J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 6-K  
North Bay Village, Fl. 331141

Owner/Occupant  
1865 Kennedy Cswy. Unit 6L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 6-M  
North Bay Village, Fl. 331141

Owner/Occupant  
1865 Kennedy Cswy. #6-N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #6-O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy Unit 7D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 7F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 7G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 7H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7-1  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 7J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 7N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy House #7-O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #7P  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #8B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 8-C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #8F  
North Bay Village, Fl 33141

Owner/Occupant  
8510 NW 10<sup>th</sup> St  
Pembroke Pine, Fl 33024

Owner/Occupant  
1865 Kennedy Cswy. 8-L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 8O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt 9C  
North Bay Village, Fl. 33141

Owner/Occupant  
1865 Kennedy Cswy. #9-F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #9I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 9L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #8D  
N. Bay Village, FL 33141

Owner/Occupant  
1865 Kennedy Cswy., #8G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #8J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #8M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #9B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt 9D  
North Bay Village, Fl. 33141

Owner/Occupant  
1865 Kennedy Cswy. #9G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 9J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 9M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #8E  
N. Bay Village, FL 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 8H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #8K  
N. Bay Village, FL 3141

Owner/Occupant  
1865 Kennedy Cswy. Unit 8N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #9B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #9E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #9H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 9K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 9O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 10C  
North Bay Village, Fl 33141



12A(45)  
Easy Peel® Labels  
Use Avery® Template 5160®

Owner/Occupant  
1865 Kennedy Cswy. Apt. 100  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 10J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11-A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 11D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11K  
North Bay Village, Fl. 331141

Owner/Occupant  
1865 Kennedy Cswy. Unit 11-M  
North Bay Village, Fl. 33141

Owner/Occupant  
1865 Kennedy Cswy. #12B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. 10-E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 10K  
North Bay Village, Fl 3141

Owner/Occupant  
1865 Kennedy Cswy. #10-N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11-B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11-L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 11-O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10F  
Miami, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #10I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy #10-L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. U 10-O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11C  
North Bay Village, Fl. 33141

Owner/Occupant  
1865 Kennedy Cswy. #11F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #11-I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 11-M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 12K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 14C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #14F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy., #14J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #14M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12-F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12-O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #14-D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 14-G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #14K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy, Unit 14-N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 15-B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12-G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 12J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #12M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 14A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 14-E  
North Bay Village, Fl 33141

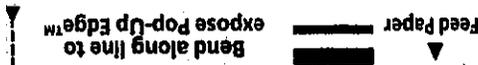
Owner/Occupant  
1865 Kennedy Cswy. Unit 14I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #14L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #14-O  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 15-C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 15-F  
North Bay Village, Fl 33141



12A(47)

Owner/Occupant  
1865 Kennedy Cswy. Unit 15G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15M  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #16-A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy #16D  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 16G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy Unit 16J  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 16-0  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #PHC  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit PH-F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #16-B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy #16E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. 16-H  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #16L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #PH-A  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. PHD  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. PH-G  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit 15-I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15L  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #15N  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #16C  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #16F  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt 16-I  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy.  
North Bay Village, Fl 33141

Owner/Occupant  
1866 Kennedy Cswy. #PH-B  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. PH-E  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Apt. PH-H  
North Bay Village, Fl 33141



12A(42)

Owner/Occupant  
1865 Kennedy Cswy. #PHI  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #PHJ  
North Bay Village, Fl 33141

Owner/Occupant  
1665 Kennedy Cswy. PH-K  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit PHL  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. #PHO  
North Bay Village, Fl 33141

Owner/Occupant  
1865 Kennedy Cswy. Unit #PH-N  
North Bay Village, Fl 33141

12A

12A(49)

Owner / Occupant  
1881 Kennedy Causeway,  
#1607  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#2106  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1705  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #603  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#2003  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1005  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #401  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #501  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #503  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #506  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #601  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #602  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #607  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #701  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #705  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #706  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #803  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #807  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #901  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #906  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1001  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1101  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1103  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1104  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1205  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1206  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1401  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1402  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1406  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1507  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #804  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1404  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1407  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1501  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1503  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1505  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1506  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1601  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1604  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1706  
North Bay Village, FL 33141

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1881 Kennedy Causeway,  
#1707  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1803  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1804  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1807  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1806  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1901  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1902  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#1907  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#2001  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#2006  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#2102  
North Bay Village, FL 33141

Owner/Occupant  
1881 Kennedy Causeway,  
#2107  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1805  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#2007  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1203  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1606  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1904  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #605  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1106  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1207  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1801  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #405  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1405  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #802  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #707  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#2002  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#2105  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1802  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #903  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1102  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1905  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #806  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1105  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #904  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1704  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #407  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1507  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #804  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1404  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #507  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway,  
#1107  
North Bay Village, FL 33141

Owner / Occupant  
1881 Kennedy Causeway, #801  
North Bay Village, FL 33141

## NEIGHBORS CALENDAR

• CALENDAR, FROM TIME

**www.christysrestaurant.com.**  
**Lincoln Road Farmer's Market:** Features fruits, vegetables, fresh cut flowers, plants, bread, honey, jams and jellies. Also features an organic market in front of Lincoln Theatre at Lincoln Road and Pennsylvania Avenue; 9 a.m.-6:30 p.m. Sunday; Lincoln Road, between Meridian and Washington avenues, Miami Beach; free. 305-531-0038 or [www.themarketcompany.org](http://www.themarketcompany.org).

**Normandy Village Marketplace:** Plants, fresh cut flowers, fruit, vegetables, clothing, incense and jewelry are available; 9 a.m.-5 p.m. Saturdays; in the 900 block of 71st Street at the Normandy Isle Fountain, along the Rue Vendome North Beach, Miami Beach; free. 305-531-0038 or [www.themarketcompany.org](http://www.themarketcompany.org).

**OYE Cuban Grill Students Deal:** The Cuban eatery offers 25 percent off any menu item to students with a valid school ID; 2-5 p.m. Monday-Friday, through Dec. 15; 11327 S. Dixie Hwy., Pinecrest. 786-249-4001 or [www.oynecubangrill.com](http://www.oynecubangrill.com).

**Pinecrest Gardens Summer Market:** Offers fresh summer produce, spices, food and organic products; 9 a.m.-2 p.m. Sundays, through Oct. 30; 11000 Red Rd., Pinecrest; free. 305-669-6990 or

[www.pinecrestgardens.org](http://www.pinecrestgardens.org).  
**RA Sushi New Summer 5-spot:** Features an array of menu items for \$5 each; 9 p.m.-midnight Thursdays and Mondays-Wednesdays, through Sept. 13; 5829 SW 73rd St., South Miami. 305-341-0092 or [www.rasushi.com](http://www.rasushi.com).

**Rx Saturdays:** Join for cocktails and music; noon-8 p.m. Saturday; Rooftop at Gansevoort Miami Beach, 2377 Collins Ave., Miami Beach. [www.togrp.com](http://www.togrp.com).

**Saint Tropez Market:** Features cupcakes, wine, Shea butter, vintage jewelry, candles, clothing, bikinis, sunglasses and art; 9 a.m.-2 p.m. Saturday; 7240 Biscayne Blvd., Miami; free. 305-890-9869 or [www.mmmcupcakes.webs.com](http://www.mmmcupcakes.webs.com).

**South Miami Farmer's Market:** Features fresh, healthy, sustainably grown local foods, hand-made goods, green products and services and healing arts practitioners; 9 a.m.-2 p.m. Saturday; South Miami City Hall, 6130 Sunset Dr., South Miami; free. 305-323-8858 or [www.southmiamifarmersmarket.com](http://www.southmiamifarmersmarket.com).

**STK Miami Wine Down Sundays:** Select bottomless red, white or bubbles for \$25 with an entrée purchase; 6 p.m. Sundays, through Sept. 4; 2377 Collins Ave., Miami Beach. 305-604-6988 or [togrp.com/stkmiami](http://togrp.com/stkmiami).  
**Surf-Bal-Bay Farmer's Market:** Bay

Harbor Islands, Surfside and Bal Harbour host the first tri-community farmer's market that offers a variety of products, including tropical plants, orchids, cut flowers, jams, jellies and fresh baked goods; 9 a.m. Sunday; 1177 Kane Concourse, Bay Harbor Islands; free admission. 305-866-6241.

**Texas de Brazil Happy Hour:** Menu features \$3 domestic beers, \$5 Texas de Brazil private label glasses of wine, \$5 well cocktails and Brazilian Caipirinhas and \$7 martinis. Bar menu features half-price appetizers; 5-7 p.m. Thursday, Friday and Monday, through Sept. 5; 300 Alton Rd., Beijos Lounge, Suite 200, Miami Beach. 305-695-7702.

**Thirsty Thursdays Sparkling Happy Hour:** Three glasses of wine, cocktails or beers or any combination of the above with wine educator Barry Alberts. Served with ceviches on the shell and fresh oyster raw bar; 6-9 p.m. Thursday; Jaguar Ceviche Spoon Bar & Latam Grill, 3067 Grand Ave., Northeast Coconut Grove; \$20 (includes three drinks plus raw bar). 305-793-3120.

**The Ultimate Dinner Party:** Sami Rodriguez, event specialist and chef, presents an interactive "how to" dinner party demonstration with live cooking demos, unique table settings and decor ideas; through Sept. 1; starting from \$129. For booking information call at 786-309-6003.

## 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 13, 2011** 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 MATTERS DURING PUBLIC HEARING:

1. A REQUEST BY SABOR OF LATIN AMERICA CONCERNING PROPERTY AT 1680 - 79<sup>TH</sup> STREET CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
  1. A VARIANCE PURSUANT TO SECTION 111.03 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT APPLICATION OF SECTIONS 111.12(A) (1) AND 111.12(B) (1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN 500 FEET OF A PUBLIC SCHOOL AND WITHIN 300 FEET OF AN EXISTING RESTAURANT, LOUNGE, AND NIGHTCLUB HOLDING A 4COP LICENSE.
  2. A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR MODIFICATION TO A PREVIOUSLY APPROVED DOCK.

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 25, 2011



### TOWN OF SURFSIDE

## NOTICE OF PUBLIC HEARING - SECOND READING

The Town of Surfside proposes to adopt the following Ordinance on second reading and Public Hearing on the Ordinance will be held on Tuesday, September 13, 2011, at 7:00 p.m. in the Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida as follows:

1. AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 34 "ENVIRONMENT" BY ADDING ARTICLE V "LITTER" AND SPECIFICALLY CREATING SECTIONS 34-78 "DEFINITIONS", SECTION 34-79 "UNFINISHED, VACANT, UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS; MAINTENANCE PROCEDURES REQUIRED OF OWNERS"; AND SECTION 34-80 "PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; DELETING CHAPTER 2, "ADMINISTRATION" ARTICLE I, SECTION 64-2 ENTITLED "DISTRIBUTION OF HANDBILLS"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the Office of the Town Clerk. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance.

In accordance with the Americans with Disabilities Act of 1990, individuals who need special accommodations in order to attend or to participate in this proceeding should contact the Office of the Town Clerk, (305) 881-4863, no later than two (2) days prior to the proceeding in order to request such assistance.

Any person wishing to appeal any decision made with respect to any matter considered at this meeting or hearing will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made; which record includes the testimony and evidence upon which the appeal is to be made.

John Di Censo  
Interim Town Clerk



# ZUCKERELLO'S

*Fine Italian Cuisine*

18831 Biscayne Blvd.  
Aventura Loehmann's Fashion Island

*Complete Early Dinners*

7 Days A Week

3:30 pm Till 6:00 pm



## 50% OFF ENTREE

With purchase of another of equal or greater value  
Valid 7 days - after - 6pm

ZUCKERELLO'S  
18831 Biscayne Blvd. Aventura  
Loehmann's Fashion Island.  
305-682-9990

Must present this coupon. Discount taken from lower priced entree.  
Not valid with Early Bird Specials or with any other offer

Reservations Suggested

## 305-682-9990

[www.Zuckerellos.com](http://www.Zuckerellos.com)

2A(53)



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### **CITY OF NORTH BAY VILLAGE MEMORANDUM**

**DATE:** September 13, 2011

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

**FROM:** Richard Annese  
Chief Building Official

**SUBJECT:** Consideration of Building Permit Application for  
Dock Construction  
By Karoline Peters, 1520 South Treasure Drive  
Lot 22, Block 1, Treasure Island  
North Bay Village, Florida  
Folio Number: 23-3209-009-0220

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#### **BACKGROUND**

The applicant, Karoline Peters, made an application for a Building Permit, pursuant to Section 151.11 of the City of North Bay Village Building Code for the construction of a dock at 1520 South Treasure Drive.

The subject property is zoned RS-2, Medium Density Single-Family Residential District.

12BU

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Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

At its meeting held on February 22, 2011, the City Commission approved an application for construction of a dock 35 feet long perpendicular to the seawall and 10 feet horizontal with the condition that the applicant submit a professional survey that meets the requirements of the DERM for depth.

The applicant has since modified the plans to increase the size of the dock an additional 12 feet waterward for a total of 47 feet and an additional 10 feet horizontally for a total of 20 feet.

**AUTHORITY**

Section 150.11 of the City of North Bay Village Code of Ordinances requires the City Commission to approve all applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, or similar structure in, upon, or over the waters within the corporate limits of the City.

In granting such approval, the City Commission may impose conditions in the permit, which it deems necessary to protect the waterways of the City, in accordance with public safety and the general welfare.

**ADDITIONAL INFORMATION:**

The revised plans for construction of the dock received preliminary approval from the Department of Environmental Regulations (DERM) on June 1, 2011.

**RECOMMENDATION:**

It is recommended that the City Commission approve the dock for construction since it is structurally sound based on the plans submitted and it complies with the requirements of DERM and the City Code.

RA:yph

Attachments: Building Permit Application  
Dock Plans and Specifications

12-B(2)



## City of North Bay Village

### Administrative Offices

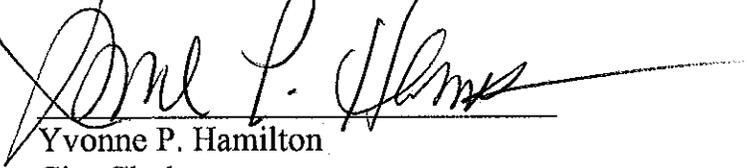
1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

Re: 1520 South Treasure Drive  
Lot 23, Block 1  
Treasure Island  
North Bay Village, FL 33141

Request for Building Permit for Dock Construction

I, Yvonne P. Hamilton, City Clerk hereby certify that the petition filed hereto attached for the above-referenced property is complete as per Section 152.096(A)(2) of the City of North Bay Village Code of Ordinances.

Dated this 2<sup>nd</sup> day of September 2011.

  
Yvonne P. Hamilton  
City Clerk

(September 13, 2011 City Commission Meeting)

**12B(3)**

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel



## City of North Bay Village

### Administrative Offices

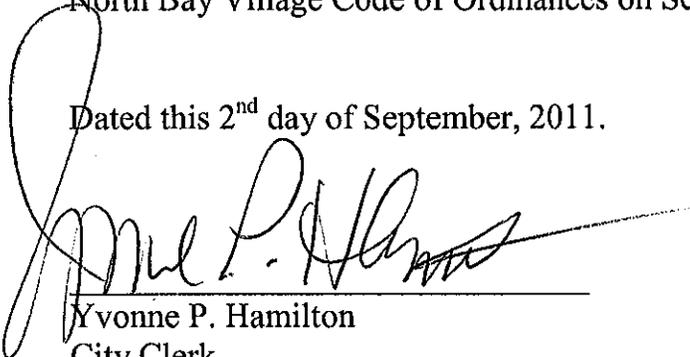
1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190  
(305) 756-7171 Fax (305) 756-7722 Website - [www.nbvillage.com](http://www.nbvillage.com)

Re: 1520 South Treasure Drive  
Lot 23, Block 1  
Treasure Island  
North Bay Village, FL 33141

### Request for Building Permit for Dock Construction

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 September 2, 2011.

Dated this 2<sup>nd</sup> day of September, 2011.

  
Yvonne P. Hamilton  
City Clerk

(City of North Bay Village City Commission – September 13, 2011)

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

12BL4

Owner/Occupant  
7505 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7509 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Adventure Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Bounty Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Bounty Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Bounty Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Buccaneer Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Buccaneer Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Buccaneer Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1471 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1501 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1521 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1541 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1571 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1460 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1470 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1480 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1500 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1510 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1540 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1550 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1560 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1570 S. Treasure Drive  
N. Bay Village, FL 33141

12B(5)



**City of North Bay Village**

**Public Works Department**

1841 Galleon Street North Bay Village FL 33141-4329

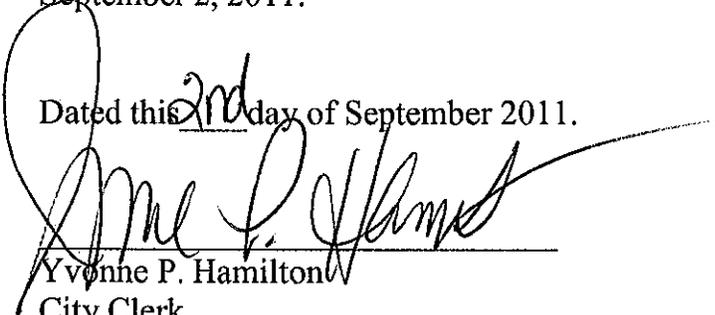
(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

Re: 1520 South Treasure Drive  
Lot 23, Block 1  
Treasure Island  
North Bay Village, FL 33141

Request for Building Permit for Dock Construction

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on September 13, 2011 was posted at the above-referenced property on September 2, 2011.

Dated this 2nd day of September 2011.

  
\_\_\_\_\_  
Yvonne P. Hamilton  
City Clerk

(September 13, 2011 City Commission Meeting)

Mayor  
**Corina S. Esquijarosa**

Vice Mayor  
**Connie Leon-Kreps**

Commissioner  
**Frank Rodriguez**

Commissioner  
**Eddie Lim**

Commissioner  
**Dr. Paul Vogel**

**12B(6)**



## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 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 13, 2011** 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 MATTER DURING PUBLIC HEARING:

**A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR MODIFICATIONS TO PREVIOUSLY APPROVED PLANS FOR CONSTRUCTION OF A DOCK.**

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.

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Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

<sup>1</sup> Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

**12B(7)**

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YVONNE P. HAMILTON, CMC  
CITY CLERK  
August 25, 2011

12B(8)

# NEIGHBORS CALENDAR

• CALENDAR, FROM TIME

**www.christysrestaurant.com.**  
**Lincoln Road Farmer's Market:** Features fruits, vegetables, fresh cut flowers, plants, bread, honey, jams and jellies. Also features an organic market in front of Lincoln Theatre at Lincoln Road and Pennsylvania Avenue; 9 a.m.-6:30 p.m. Sunday, Lincoln Road, between Meridian and Washington avenues, Miami Beach; free. 305-531-0038 or [www.themarketcompany.org](http://www.themarketcompany.org)  
**Normandy Village Marketplace:** Plants, fresh cut flowers, fruit, vegetables, clothing, incense and jewelry are available; 9 a.m.-5 p.m. Saturdays; in the 900 block of 71st Street at the Normandy Isle Fountain, Miami Beach, Miami Beach, free. 305-531-0038 or [www.themarketcompany.org](http://www.themarketcompany.org)  
**OYE Cuban Grill Students Deal:** The Cuban eatery offers 25 percent off any menu item to students with a valid school ID; 2-5 p.m. Monday-Friday, through Dec. 15; 11327 S. Dixie Hwy., Pinecrest. 786-249-4001 or [www.oynecuban.grill.com](http://www.oynecuban.grill.com)  
**Pinecrest Gardens Summer Market:** Offers fresh summer produce, spices, food and organic products; 9 a.m.-2 p.m. Sundays, through Oct. 30; 11000 Red Rd., Pinecrest; free. 305-669-6990 or

[www.pinecrestgardens.org](http://www.pinecrestgardens.org).  
**RA Sushi New Summer 5-Spot:** Features an array of menu items for \$5 each; 9 p.m.-midnight Thursdays and Mondays-Wednesdays, through Sept. 13; 5829 SW 73rd St., South Miami. 305-341-0092 or [www.rasushi.com](http://www.rasushi.com)  
**Rx Saturdays:** Join for cocktails and music; noon-8 p.m. Saturday; Rooftop at Gansvoort Miami Beach, 2377 Collins Ave., Miami Beach. [www.logpr.com](http://www.logpr.com)  
**Saint Tropaz Market:** Features cupcakes, wine, Shea butter, vintage jewelry, candles, clothing, bikinis, sunglasses and art; 9 a.m.-2 p.m. Saturday; 7240 Biscayne Blvd., Miami; free. 305-890-9869 or [www.mmmcupcakes.webs.com](http://www.mmmcupcakes.webs.com)  
**South Miami Farmer's Market:** Features fresh, healthy, sustainably grown local foods, hand-made goods, green products and services and healing arts practitioners; 9 a.m.-2 p.m. Saturday; South Miami City Hall, 6130 Sunset Dr., South Miami; free. 305-325-8858 or [www.southmiamiartistsmarket.com](http://www.southmiamiartistsmarket.com)  
**STK Miami Wine Down Sundays:** Select bottomless red, white or bubbles for \$25 with an entrée purchase; 6 p.m. Sundays, through Sept. 4; 2377 Collins Ave., Miami Beach. 305-604-6988 or [logpr.com/stkmiami](http://logpr.com/stkmiami)  
**Surf-Bal-Bay Farmer's Market:** Bay

Harbour Islands, Surfside and Bal Harbour host the first tri-community farmer's market that offers a variety of products, including tropical plants, orchids, cut flowers, jams, jellies and fresh baked goods; 9 a.m. Sunday; 1177 Kane Concourse, Bay Harbor Islands; free admission. 305-866-6241  
**Texas de Brazil Happy Hour:** Menu features \$3 domestic beers, \$5 Texas de Brazil private label glasses of wine, \$5 well cocktails and Brazilian Calipirinhas and \$7 martinis. Bar menu features half-price appetizers; 5-7 p.m. Thursday, Friday and Monday, through Sept. 5; 300 Alton Rd., Beijos Lounge, Suite 200, Miami Beach. 305-695-7702  
**Thirsty Thursdays Sparkling Happy Hour:** Three glasses of wine, cocktails or beers or any combination of the above with wine educator Barry Alberts. Served with ceviches on the shell and fresh oyster raw bar; 6-9 p.m. Thursday; Jaguar Ceviche Spoon Bar & Latam Grill, 3067 Grand Ave., Northeast Coconut Grove; \$20 (includes three drinks plus raw bar). 305-793-3120  
**The Ultimate Dinner Party:** Sami Rodriguez, event specialist and chef, presents an interactive "how to" dinner party demonstration with live cooking demos, unique table settings and decor ideas; through Sept. 1; starting from \$129. For booking information call at 786-309-6003.

## 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 13, 2011** 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 MATTERS DURING PUBLIC HEARING:

1. A REQUEST BY SABOR OF LATIN AMERICA CONCERNING PROPERTY AT 1880 - 79<sup>TH</sup> STREET CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
  1. A VARIANCE PURSUANT TO SECTION 111.03 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT APPLICATION OF SECTIONS 111.12(A) (1) AND 111.12(B) (1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN 600 FEET OF A PUBLIC SCHOOL AND WITHIN 300 FEET OF AN EXISTING RESTAURANT, LOUNGE, AND NIGHTCLUB HOLDING A 4COP LICENSE.
  2. A REQUEST BY THE PROPERTY OWNER OF 1520 SOUTH TREASURE DRIVE, LOT 23, BLOCK 1, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR MODIFICATION TO A PREVIOUSLY APPROVED DOCK.

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 25, 2011

# ZUCKERELLO'S

Fine Italian Cuisine

18831 Biscayne Blvd  
 Aventura Loehmann's Fashion Island

Complete Early  
 Dinners  
 7 Days A Week  
 3:30 pm Till 6:00 pm



**50% OFF  
 ENTREE**

With purchase of another of equal or greater value. Valid 7 days after 6pm.  
 ZUCKERELLO'S  
 18831 Biscayne Blvd. Aventura  
 Loehmann's Fashion Island.  
 305-682-9990  
 Must present this coupon. Discount taken from lower priced entree. Not valid with other Specials or with any other offer.

Reservations  
 Suggested  
**305-682-9990**  
[www.Zuckerellos.com](http://www.Zuckerellos.com)



## TOWN OF SURFSIDE

### NOTICE OF PUBLIC HEARING - SECOND READING

The Town of Surfside proposes to adopt the following Ordinance on second reading and Public Hearing on the Ordinance will be held on Tuesday, September 13, 2011, at 7:00 p.m. in the Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida as follows:

1. AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 34 "ENVIRONMENT" BY ADDING ARTICLE V "LITTER" AND SPECIFICALLY CREATING SECTIONS 34-76 "DEFINITIONS", SECTION 34-79 "UNFINISHED", VACANT, UNOCCUPIED OR CLOSED STRUCTURES, CONSTRUCTION SITES OR VACANT LOTS; MAINTENANCE PROCEDURES REQUIRED OF OWNERS"; AND SECTION 34-80 "PROHIBITIONS ON LITTER; CIVIL FINES FOR VIOLATIONS; ENFORCEMENT; APPEALS; LIENS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; DELETING CHAPTER 2, "ADMINISTRATION" ARTICLE I, SECTION 54-2 ENTITLED "DISTRIBUTION OF HANDBILLS"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the Office of the Town Clerk. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance.

In accordance with the Americans with Disabilities Act of 1990, individuals who need special accommodations in order to attend or to participate in this proceeding should contact the Office of the Town Clerk, (305) 861-4863, no later than two (2) days prior to the proceeding in order to request such assistance.

Any person wishing to appeal any decision made with respect to any matter considered at this meeting or hearing will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made; which record includes the testimony and evidence upon which the appeal is to be made.

John Di Conso  
 Interim Town Clerk

12B(9)

CITY OF NORTH BAY VILLAGE, FLORIDA  
 BUILDING, PLANNING AND ZONING DEPARTMENT  
 1841 GALLEON STREET  
 TEL: 305-754-6740  
 BUILDING PERMIT APPLICATION

Permit valid for 180 days -  
 at least one approved  
 inspection every 180 days  
 or permit expires

15 SEP 2010 08:15

APPLICATION DATE: 9-15-2010 PERMIT NO: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

OWNER INFORMATION: NAME: KAROLINE STAROSTIK  
 ADDRESS: 1520 S. TREASURE DR.  
 CITY: N Bay Village STA: Florida ZIP: 33141  
 PHONE: \_\_\_\_\_

LOCATION OF IMPROVEMENTS: STREET: 1520 S. TREASURE DRIVE  
 FOLIO: 23 3209 009 0220  
 LOT: 22 BLK: 1 SUB: TREASURE ISLAND  
 ZONE: DRS-1 DRS-2 DRM-40 DRM-70 DCG DMU

CURRENT USE OF PROPERTY: Single Family  
 PROPOSED USE OF PROPERTY: SAME

APPLICATION TYPE: (CHECK ALL THAT APPLY)  
 NEW BUILDING PERMIT  PERMIT RENEWAL  
 NEW CONTRACTOR  PLAN REVISION  
 NON-USE VARIANCE  VARIANCE  
 USE EXCEPTION  SITE PLAN REVIEW  
 OTHER \_\_\_\_\_

FLOOD CRITERIA: FLOOD ZONE: \_\_\_\_\_ PANEL: \_\_\_\_\_  
 VALUE OF EXISTING STRUCTURE: \_\_\_\_\_  
 TOTAL PERMIT VALUE (5 YR.): \_\_\_\_\_  
 VALUE OF THIS JOB: 18,000.00  
 SQUARE FOOTAGE OF WORK: DOCK 200 SQ/FEET

TYPE OF IMPROVEMENT: (CHECK ALL THAT APPLY)  
 NEW CONSTRUCTION  REPAIR  
 INT. ALTERATION  EXT. ALTERATION  
 DEMOLITION  NEW ROOF  
 REROOF  ROOF OVER EXISTING  
 FENCE  SHED  
 SEAWALL  DOCK  
 FILLING  GRADING  
 SWIMMING POOL  SPA  
 OTHER: E-Shape Wood Dock 200 SQ/FEET + BEATLIFT

CONTRACTOR INFORMATION: NAME: Southern Marine Coast, Inc  
 ADDRESS: P.O. Box 414194  
 CITY: Miami Beach STA: FL ZIP: 33141  
 PHONE: (305) 864-2764 FAX: 865-4848  
 QUALIFIERS NAME: Robert Rossi  
 CERTIFICATION NO.: E-1907

ARCHITECT OF ENGINEER INFORMATION: NAME: J.N. Sheingold  
 ADDRESS: 12420 S.W 75 AVENUE  
 CITY: MIAMI STA: FL ZIP: 33156  
 PHONE: (305) 378-1244  
 QUALIFIERS NAME: Joe Sheingold  
 CERTIFICATION NO.: 21181

Application is hereby made to obtain a permit to do work and installation as indicated above. I certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, SIGNS, POOLS, MECHANICAL, AND ROOFING WORK and that additional permits may be required by other governmental agencies.

OWNER'S AFFIDAVIT: I certify that all of the foregoing information is accurate and that all work will be done in compliance with the applicable laws regulating construction and zoning. I certify that I am the owner of the property described in this application and that the qualifier for the contracting firm listed above is authorized to act as my agent to obtain a building permit for the work described herein.

**Failure to comply with the mechanics lien law can result in the property owner paying twice for building improvements.**

Signature of Owner or Owner's agent: [Signature]  
 DATE: 2/16/2010

Signature of Qualifier: [Signature]  
 DATE: 9-15-10

NOTARY as to Owner: Karolina Zak  
 My Commission Expires: Oct 8 2013

NOTARY as to Contractor: [Signature]  
 My Commission Expires: 7/1/11

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY - DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

APPROVALS REQUIRED:  STRUCTURAL  ELECTRICAL  PLUMBING  MECHANICAL  D.E.R.M.  METEOROLOGICAL  HEALTH  ROAD IMPACT  STATE HOTEL  IMPACT  LANDSCAPE  SHORELINE REVIEW

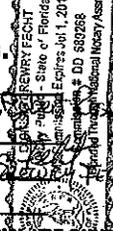
UPFRONT FEE: \$ \_\_\_\_\_  
 PERMIT FEE: \$ 125.00  
 REVIEW FEE: \$ 8.00  
 STRUCTURAL FEE: \$ \_\_\_\_\_  
 RADON: \$ \_\_\_\_\_  
 DADE COUNTY: \$ \_\_\_\_\_  
 PENALTY: \$ \_\_\_\_\_  
 BOND: \$ \_\_\_\_\_  
 EDUCATIONAL FEE: \$ \_\_\_\_\_  
 IMPACT FEE: \$ \_\_\_\_\_  
 TOTAL: \$ \_\_\_\_\_  
 CHECK NUMBER: \_\_\_\_\_

ZONING: APPROVED \_\_\_\_\_ DENIED: \_\_\_\_\_

ZONING REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: APPROVED \_\_\_\_\_ DENIED: \_\_\_\_\_

BUILDING OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_



# CITY OF NORTH BAY VILLAGE BUILDING DEPARTMENT

## NOTICE TO THE CITY OF NORTH BAY VILLAGE BUILDING DEPARTMENT EMPLOYMENT AS SPECIAL INSPECTOR UNDER THE FLORIDA BUILDING CODE

I, (we) have been retained by: SMC INC. to perform special inspector services under the Florida Building Code at the 1520 South Treasure Dr project on the below listed structures as of 3/21/11 (date). I am a Professional Engineer or Architect licensed in the State of Florida.

Process Number: \_\_\_\_\_

Master Permit (IF APPLICABLE): \_\_\_\_\_



- Special Inspector for Piling, FBC 1822.1.20
- Special Inspector for Soil Compaction, FBC 1820.3.1
- Special Inspector for Precast Attachments, FBC 1927.12.2 (By P.E. or R.A..)
- Special Inspector for Reinforced Masonry, FBC 2122.4
- Special Inspection for Steel Bolted & Welded Connections, FBC 2218.2 (By P.E. or R.A..)
- Special Inspector for Trusses over 35 feet long or 6 feet high, FBC 2319.17.2.4.2 (By P.E. or R. A..)
- Special Inspector for \_\_\_\_\_

**NOTE: Only the marked boxes apply.**

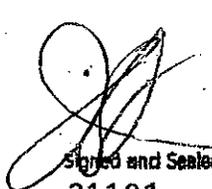
The following individuals employed by this firm or me are authorized representatives to perform inspections\*

- |                               |          |
|-------------------------------|----------|
| 1. <u>Joe Sheingold, P.E.</u> | 2. _____ |
| 3. _____                      | 4. _____ |

**\*NOTE: FBC 2001 HVZ sections 1927.12.2, 2218.2, 2319.17.4.2 requires either a Registered professional Engineer or Registered Architect to perform the actual inspections.**

I, (we) will notify the City of North Bay Village Building Department of any changes regarding authorized personnel performing inspection services.

I, (we) understand that a Special Inspection Log for each building must be displayed in a convenient location on the site for reference by the City of North Bay Village Building Department Inspector. All mandatory inspections, as required of the Florida Building Code, inspection performed by the Special Inspector hired by the Owner are in addition to the mandatory inspections performed by the Building Department. Further, upon completion of the work under each building permit, I will submit to the Building Inspector at the time of final inspection the completed Inspection Log form and sealed statement that, to the best of my knowledge, belief and professional judgment those portions outlined above meet the intent of the Florida Building Code and are in subsequent accordance with the approved plans.

  
Signed and Sealed  
21181  
License Number  
3/30/11  
Date:

Architect/Engineer Signature: \_\_\_\_\_

Architect/Engineer Name Printed: Joe Sheingold

Address: \_\_\_\_\_

12420 SW 75th Ave., Miami, FL 33156

Phone Number: \_\_\_\_\_

305-378-1244

Owner/Agent Signature: \_\_\_\_\_

Owner/Agent Name Printed: Robert Rossi

Building Department Accepted By: \_\_\_\_\_

**MP**

05-11-11 A08:56 IN

AMERICAN SOCIETY  
OF CIVIL ENGINEERS  
NATIONAL ACADEMY  
OF BUILDING INSPECTION  
ENGINEERS

**J. W. Sheingold, P.E.**  
CONSULTING ENGINEER  
PROFESSIONAL BUILDING INSPECTION  
12420 S.W. 75th AVE. / MIAMI, FLORIDA 33156  
TELEPHONE: (305) 378-1244  
Established 1976

NATIONAL SOCIETY OF  
PROFESSIONAL ENGINEERS  
FLORIDA ENGINEERING  
SOCIETY

30 APRIL 2011

- 150 S. TREASURE PL

DESIGN ROCK GRAVITY LOADS

3'x8" @ 12" o/c 3'x12" HEADERS (AISC 2005 FBC 2007)

3'x12" NON-DENSE SELECT STRUCTURAL

$L = 10' \quad S = 108" \quad W_{OL} = 60 \text{ #/ft}$

$$W = 60 \left( \frac{108}{12} \right) = 270 \text{ #}$$

$$R = W \left( \frac{1}{2} \right) = 270 \left( \frac{1}{2} \right) = 135 \text{ #}$$

$$M = 270 (10^2) / 8 = 3375 \text{ #ft}$$

$$S_{req} = 12 M / (F_b C_d C_F) = 12 (3375) / (1750 (1) (0.85)) = 27.23 \text{ in}^3$$

$$S_{all} = 52.73 \text{ in}^3 \text{ (AISC 2005)} > 27.23 \text{ (OK)}$$

DEFLECTION

$$W = 270 \quad E = 1.7 \times 10^6 \quad I = 297 \text{ in}^4$$

$$\delta = 5/12 (270 (9 \times 12)^4) / (1.7 \times 10^6 \times 297) = 112.5 (136) 10^6 / 194 10^3 10^6 = 0.079 \text{ in}$$

$$\delta_{all} = 2/360 = 12 (9) / 360 = 0.30 \text{ in}$$

$$\delta_{all} = 2/360 = 12 (9) / 360 = 0.30 \text{ in}$$

*[Handwritten signature]*  
30 APR 2011

AMERICAN SOCIETY  
OF CIVIL ENGINEERS  
NATIONAL ACADEMY  
OF BUILDING INSPECTION  
ENGINEERS

J. W. Stungold, P.E.  
CONSULTING ENGINEER  
PROFESSIONAL BUILDING INSPECTION  
12420 S.W. 75th AVE., MIAMI, FLORIDA 33156  
TELEPHONE: (305) 378-1244  
Established 1976

NATIONAL SOCIETY OF  
PROFESSIONAL ENGINEERS  
FLORIDA ENGINEERING  
SOCIETY

30 April 2011

1520 S. TREASURE

CHECK 3"x8" JOISTS

GRAVITY LOAD

3"x8" @ 16" o/c

$$W = 60 \times 16 / 12 = 80 \text{ #/ft}$$

$$M = 80 \times 10^2 / 8 = 1000$$

$$S = 12 \text{ in} = \frac{12(1000)}{1250 (1.85)} = 11.29 \text{ in}^3$$

$$S_{ALL} = 21.9 \text{ in}^3 \text{ (105 2005)} > 11.29 \text{ in}^3 \quad \text{OK}$$

DEFLECTION

$$W = 60 \times 16 / 12 = 80 \text{ #/ft}$$

$$\Delta = \frac{80 (5/12) (10 \times 12)^4}{384 (1.7) 10^4 (79.4)} = \frac{35.33 (2.07) 10^6}{52 \times 10^3 10^4} = 0.152 \text{ in}$$

$$\Delta_{ALL} = \frac{2/360 = 12(10)}{360} = 0.33 \text{ in} > 0.152 \text{ in} \quad \text{OK}$$

*[Handwritten signature]*  
4/30/11

AMERICAN SOCIETY  
OF CIVIL ENGINEERS  
NATIONAL ACADEMY  
OF BUILDING INSPECTION  
ENGINEERS

**J. N. Shengold, P.E.**  
CONSULTING ENGINEER  
PROFESSIONAL BUILDING INSPECTION  
12420 S.W. 75th AVE. / MIAMI, FLORIDA 33156  
TELEPHONE: (305) 378-1244  
Established 1976

NATIONAL SOCIETY OF  
PROFESSIONAL ENGINEERS  
FLORIDA ENGINEERING  
SOCIETY

30 April 2011

1520 S. TREASURE CR.

CHECK BOLT CONNECTION FOR SHEAR.

2.34" H.B.G BOLTS  $C_u = 1.00$   $F_u = 175 \text{ k}$   $C_{mf} = 0.97$   $C_m = 0.7$

$$\phi = \frac{3k_d}{2d \leq d^2} = \frac{3(1350)(11.25)}{2(2.34)(11.25)^2}$$

$$R = 60 \left( \frac{10}{2} \times \frac{9}{2} \right)$$

$$R = 1350 \text{ k}$$

$$\phi = 133.88 < F_u = 175(0.97) = 169.75 \text{ k} \quad \text{OK}$$

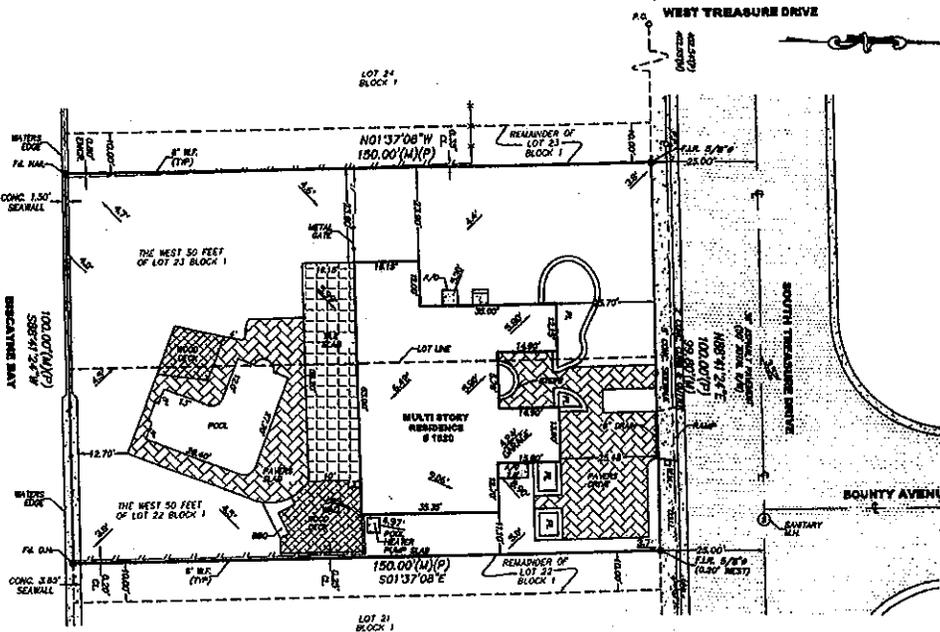
CHECK BOLT CAPACITY

$$\phi = 2 \phi_u C_m = 2(810)(0.7) = 1134 \text{ k} >$$

$$V_{ACT} = 60 \left( \frac{10}{2} + 0.5 \right) = 330 \text{ k} \quad \text{OK}$$

**SURVEY & LEGAL DESCRIPTION**  
N.T.S.

This property described as:  
Lot 22, less the East 10 feet thereof, and Lot 23, less the West 10 feet, Block 1, TREASURE ISLAND, according to the plat thereof as recorded in Plat Book 50, Page 67 of the Public Records of Miami-Dade County, Florida.



2010-CL-I-PER-00053  
**DERM Coastal Section**  
**PRELIMINARY APPROVAL**  
 Name \_\_\_\_\_  
 Date 06/01/2011

**INSTALLATION SPECIFICATIONS & DATA**

**MATERIAL - FIBRE GLASS REINFORCED POLYPROPYLENE**

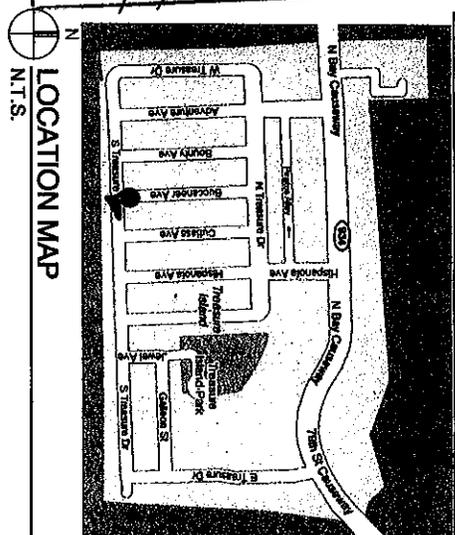
**COLOR - TAN AND LIGHT GRAY**

**PANEL SIZES - 36", 48" & 60"**

**JOIST SPACING - 36" PANELS 18" O/C  
 48" PANELS 16" O/C  
 60" PANELS 15" O/C**

**FASTENERS - #10 OR 12X2 1/2" S.S. PAN HEAD SCREWS**

**OPEN AREA - ALLOWS 60% LIGHT TRANSMISSION**



**PROPOSED DOCK AND BOAT LIFT FOR:**  
 MRS. KAROLINE PETERS  
 1520 SOUTH TREASURE DRIVE  
 NORTH BAY VILLAGE, FLORIDA

**CONSULTANTS:**  
 J.N. SHENGOLD P.E.  
 12420 SW 75 AVENUE  
 MIAMI, FLORIDA 33156  
 PHONE: 305 378 1244  
 FAX: 305 253 4455

**CONSULTING ENGINEERS: GENERAL CONTRACTORS**  
 PROFESSIONAL BUILDING INSPECTION, EST. 1976  
 PE #21181

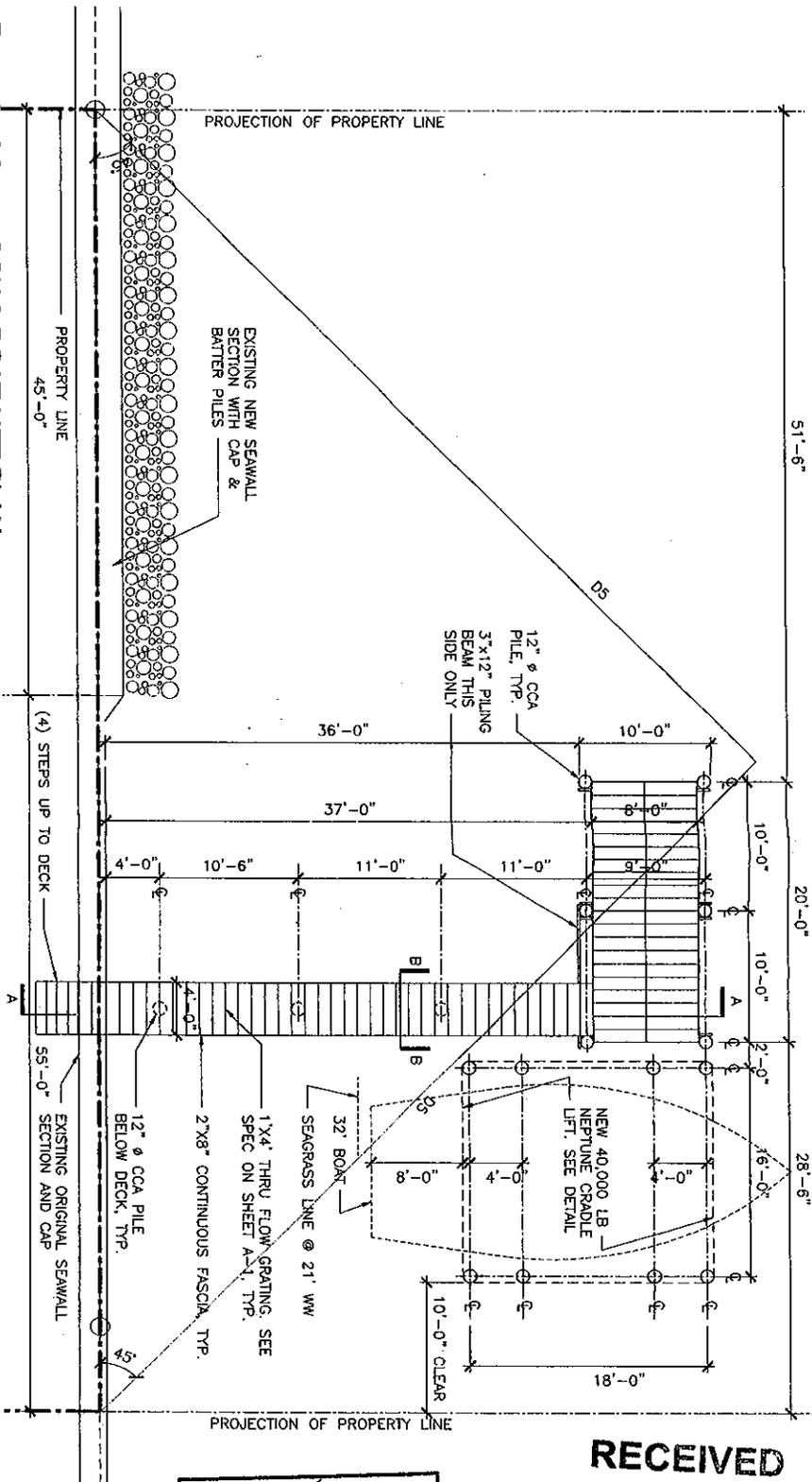
**RECEIVED**  
 JUN 01 2011

DERM Coastal Resources Section  
 Natural Resources Regulation & Restoration  
 Division (NRRRD)

06-01-11 A11:53 IN

<p><b>A-1</b> 1 OF 3</p>		DATE _____ ISSUED _____ DRAWN _____ CHECKED _____ PROJECT NO. _____ REVISIONS _____	<p><b>PROPOSED DOCK &amp; BOAT LIFT</b></p> <p>OWNER:                  MRS. KAROLINE PETERS                  1520 South Treasure Drive                  North Bay Village, Florida</p>	<p><b>S.M.C.</b>                  SOUTHERN MARINE CONSTRUCTION, INC.                  FOUNDATION SPECIALISTS                  P/N PILES-WOOD PILES-ALUMINUM CAST                  PILES-PRESTRESSED PILES-SHEET STEEL</p> <p>305-881-2704 (t)                  305-885-4848 (f)</p>
		<p>OWNER:                  MRS. KAROLINE PETERS                  1520 South Treasure Drive                  North Bay Village, Florida</p>		

**PROPOSED DOCK & BOAT LIFT PLAN**  
 1/8" = 1'-0"



**GENERAL NOTES**

DESIGN IN ACCORDANCE WITH FLORIDA BUILDING CODE & ASCE 7-05  
 PILE NOTES: ALL WOOD PILES TO BE SOUTHERN PINE AND COMPLY WITH A.S.T.M. 425-79 AND  
 BE PRESSURE TREATED W/ C.C.A. FEDERAL SPECIFICATIONS TT-W-5500(1) OR TT-W-00550E(1)  
 AND AMFA-MP-4. PILES TO HAVE A MIN. DIA. OF 12"  
 PRESTRESSED CONCRETE: RECOGNIZED TESTING LABORATORY TO VERIFY CONCRETE ATTAINING A  
 STRENGTH OF 6000 PSI IN 28 DAYS. CONCRETE SHALL ATTAIN A STRENGTH OF 3500 PSI BEFORE  
 STRANDS ARE RELEASED. REINFORCING SHALL BE PER ASTM A-116-88 20K STRANDS WITH #5  
 GAUGE WIRE SPIRALS AT AN 8 INCH PITCH EXCEPT AT ENDS WITH 6 TURNS AT A 3 INCH PITCH.  
 MINIMUM PENETRATION OF ALL PILES TO BE AS FOLLOWS:  
 INTO BEDROCK - 6 FEET MIN.  
 INTO YIELDING MATERIAL - 10 FEET MIN.  
 MINIMUM SAFE BEARING: 10 TONS WOOD PILE & 25 TONS CONCRETE PILE  
 CONCRETE CONCRETE FOR THE CAP SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 5000  
 PSI AT THE END OF 28 DAYS.

REINFORCING STEEL: ALL REINFORCEMENT SHALL BE 60K PSI MINIMUM YIELD NEW BILLET STEEL IN  
 ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAPS SHALL BE A MINIMUM OF 48 BAR DIAMETERS.  
 PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI AND MANUAL OF STANDARD PRACTICE  
 CODES.  
 STRUCTURAL LUMBER: ALL DIMENSIONAL LUMBER TO BE PRESSURE TREATED, #1 GRADE SP OR BETTER  
 (BEAMS TO BE NON-DENSE SELECT STRUCTURAL) AND COMPLY WITH A.I.T.C. 109-69 SPECIFICATIONS.  
 HARDWARE: ALL HARDWARE TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-153-80 OR AS  
 SPECIFIED.  
 BOLTS: ALL MACHINE BOLTS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A307-83A.

- ALL EXISTING STRUCTURES TO REMAIN UNLESS OTHERWISE NOTED TO BE REMOVED.  
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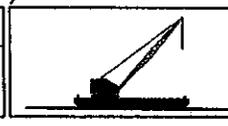
DERM Coastal Resources Section  
 Natural Resources Regulation & Restoration  
 Division (NRRRD)

DERM Coastal Section  
 PRELIMINARY APPROVAL  
 Name \_\_\_\_\_  
 Date 06/01/2011

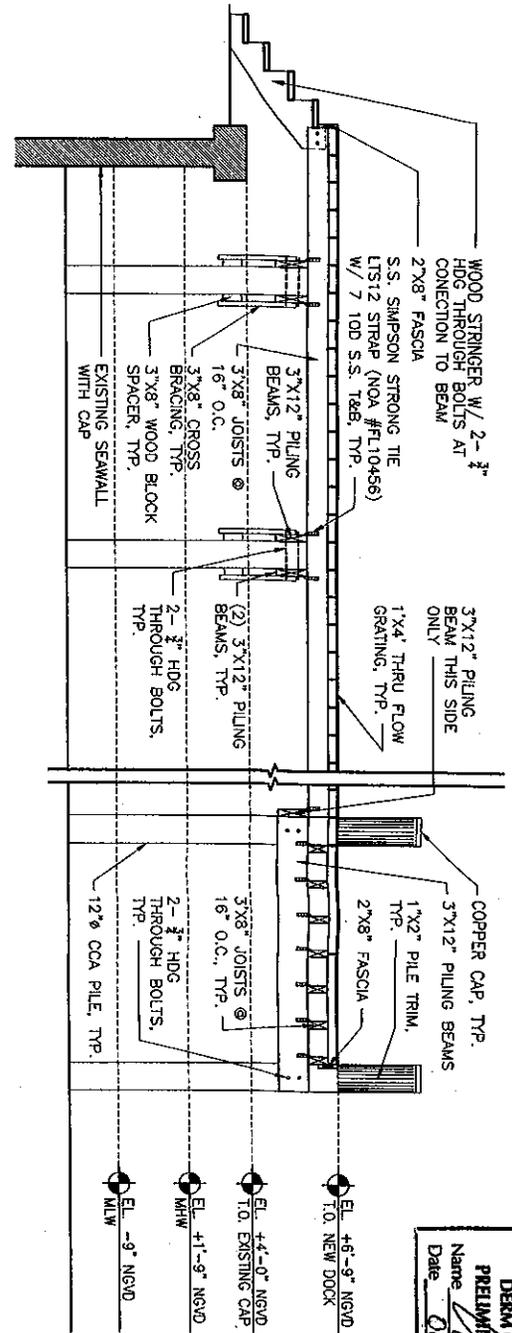
**A-2**  
 2 OF 3

DATE	ISSUED	DRAWN	CHECKED	PROJECT NO.	REVISIONS

**PROPOSED DOCK & BOAT LIFT**  
 OWNER:  
 MRS. KAROLINE PETERS  
 1620 South Treasure Drive  
 North Bay Village, Florida



**S.M.C.**  
 SOUTHERN MARINE CONSTRUCTION, INC.  
 FOUNDATION SPECIALISTS  
 PILE-WOOD PILES-AMBER CAST  
 PILES- PRESTRESSED PILES-SHEET STEEL  
 305-961-2764 (x)  
 305-965-4848 (o)

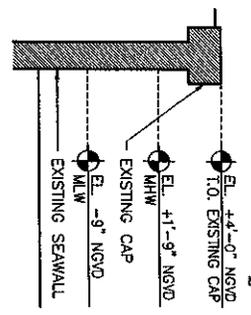


**DOCK SECTION AA**  
1/4" = 1'-0"

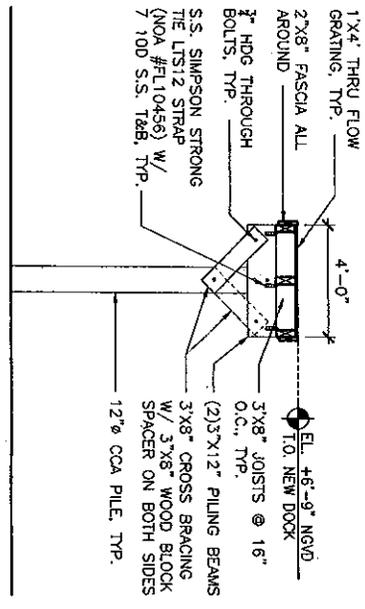
DERM Coastal Section  
**PRELIMINARY APPROVAL**  
 Name: *[Signature]*  
 Date: *06/01/2011*

**RECEIVED**  
 JUN 01 2011

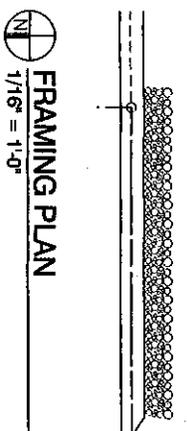
DERM Coastal Resources Section  
 Natural Resources Regulation & Restoration  
 Division (NRRRD)



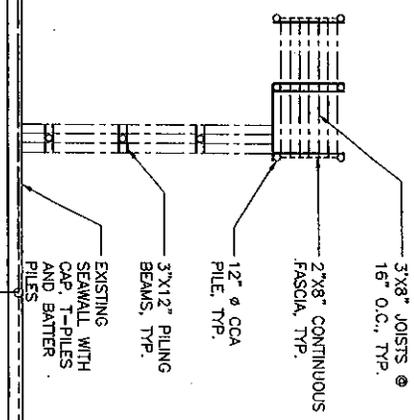
**EXISTING SECTION**  
1/4" = 1'-0"



**DOCK SECTION BB**  
1/4" = 1'-0"



**FRAMING PLAN**  
1/16" = 1'-0"

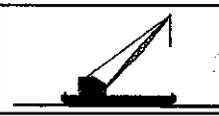


CG-01-11 A11:53 1N

**A-3**  
3 OF 3

DATE	ISSUED	BY

**PROPOSED DOCK & BOAT LIFT**  
 OWNER:  
 MRS. KAROLINE PETERS  
 1520 South Treasure Drive  
 North Bay Village, Florida

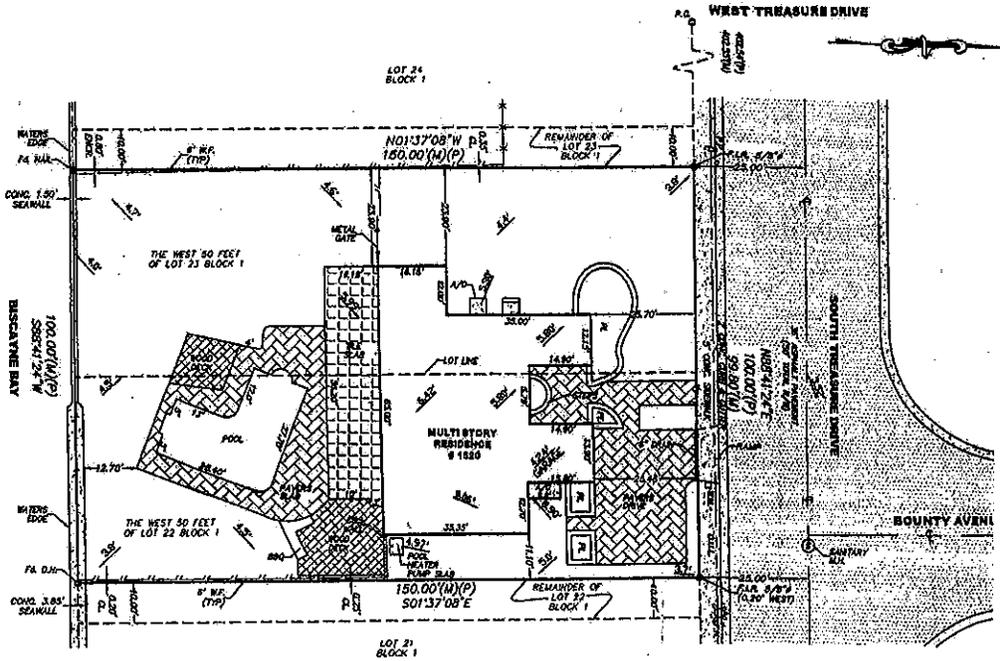


**S.M.C.**  
 SOUTHERN MARINE CONSTRUCTION, INC.  
 FOUNDATION SPECIALISTS  
 PILING - WOOD PILES - AUGER CAST  
 PILES - PRESTRESSED PILES - SHEET PILES

305-681-2784 (3)  
 305-685-4848 (8)

**SURVEY & LEGAL DESCRIPTION**  
N.T.S.

This property described as:  
Lot 22, Inside Zone 10 feet thereof, and Lot 23, less the West 10 feet, Block 1, TREASURE ISLAND, according to the Plat thereof as recorded in Plat Book 30, Page 67 of the Public Records of Miami-Dade County, Florida.



**INSTALLATION SPECIFICATIONS & DETAILS**

MATERIAL - FIBRE GLASS REINFORCED POLYPROPYLENE

COLOR - TAN AND LIGHT GRAY

PANEL SIZES - 36", 48" & 60"

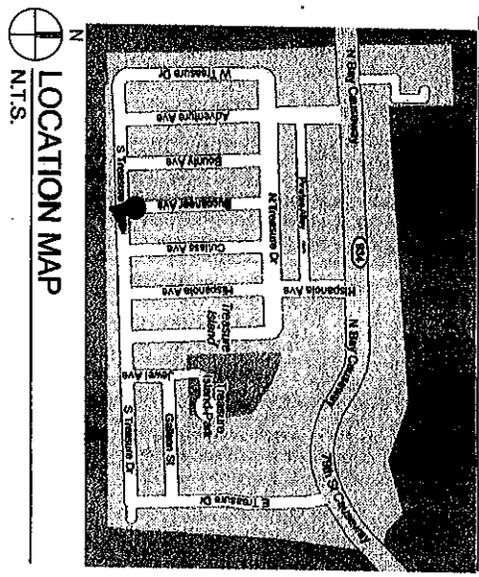
JOIST SPACING - 36" PANELS 18" O/C  
48" PANELS 18" O/C  
60" PANELS 15" O/C

FASTENERS - #10 OR 12 X 2 1/2" S.S. PAN HEAD SCREWS

OPEN AREA - ALLOWS 60% LIGHT TRANSMISSION

5900-00-0053

DERM CONSULT SECTION  
PRELIMINARY APPROVAL  
NAME: [Signature]  
DATE: 3/27/11



**PROPOSED DOCK AND BOAT LIFT FOR:**  
MRS. KAROLINE PETERS  
1520 SOUTH TREASURE DRIVE  
NORTH BAY VILLAGE, FLORIDA

**CONSULTANTS:**  
J.N. SHENGOLD P.E.  
12420 SW 75 AVENUE  
MIAMI, FLORIDA 33156

PHONE: 305 376 1242  
FAX: 305 253 4453

**CONSULTING ENGINEERS-GENERAL CONTRACTORS**  
PROFESSIONAL BUILDING INSPECTION, EST. 1976  
PE #21181

**RECEIVED**  
MAR 29 2011

DERM Coastal Resources Section  
Natural Resources Regulation & District (NRRO)

**PROPOSED DOCK & BOAT LIFT**

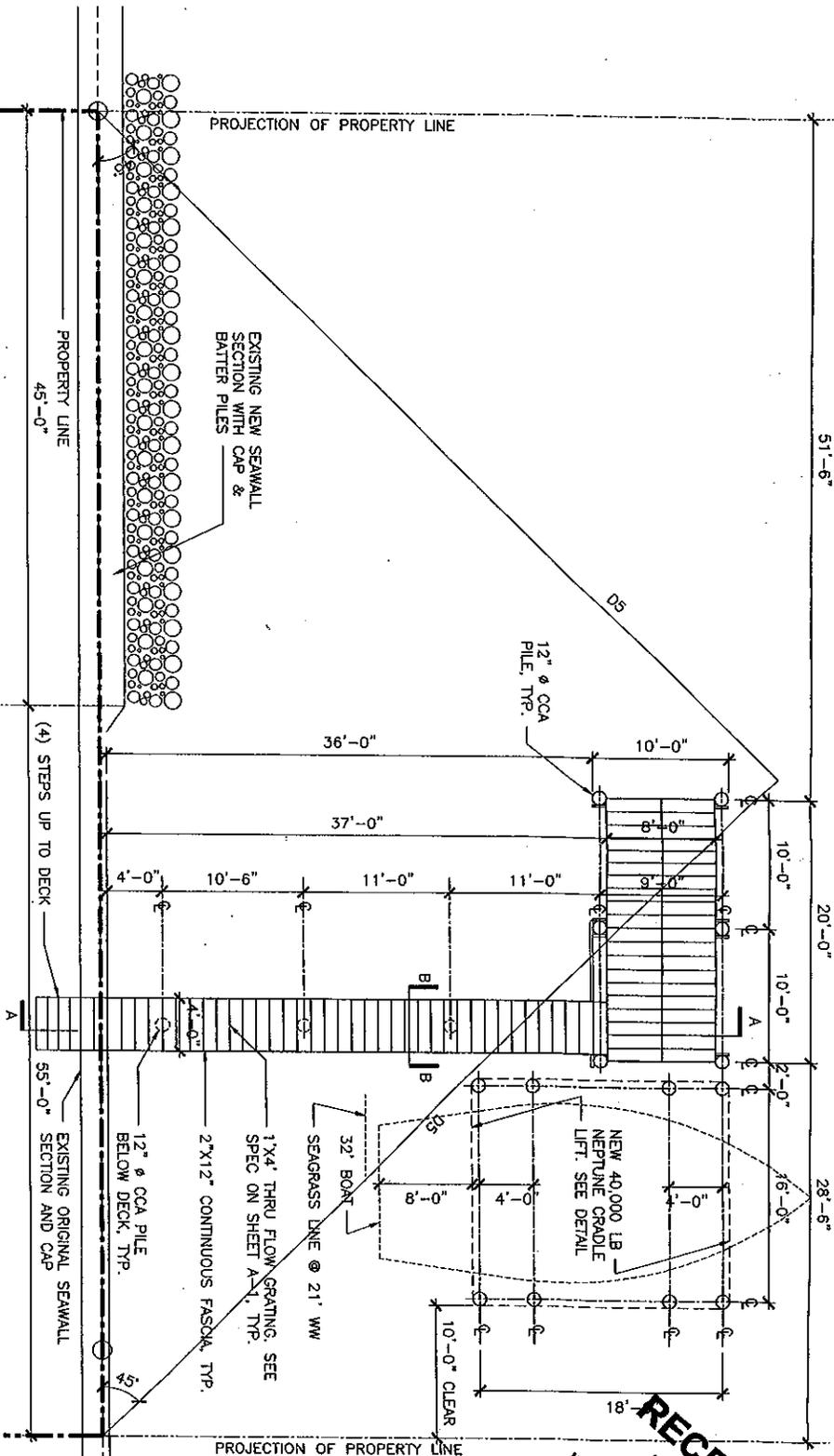
OWNER:  
MRS. KAROLINE PETERS  
1520 South Treasure Drive  
North Bay Village, Florida

DATE: \_\_\_\_\_  
ISSUED: \_\_\_\_\_  
DRAWING: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_

**A-1**  
1 OF 3

**S.M.C.**  
SOUTHERN MARINE CONSTRUCTION, INC.  
FOUNDATION SPECIALISTS  
PIN PILE-WOOD PILES-AUGER CAST  
PILES-PRECASTRESS PILE-SHEET PILE

4500-84-4784 (10)  
305-894-9418 (10)



DERM COASTAL SECTION  
 PRELIMINARY APPROVAL  
 NAME KAROLINE PETERS  
 DATE 3/29/11

**RECEIVED**  
 MAR 29 2011  
 DERM Coastal Resources Section  
 Natural Resources Regulation & Restoration  
 Division (NRRRD)

**PROPOSED DOCK & BOAT LIFT PLAN**  
 1/8" = 1'-0"

**GENERAL NOTES**

DESIGN: IN ACCORDANCE WITH FLORIDA BUILDING CODE & ASCE 7-05  
 PILE NOTES: ALL WOOD PILES TO BE SOUTHERN PINE AND COMPLY WITH A.S.T.M. D25-79 AND  
 BE PRESURE TREATED W/ C.C.A. FEDERAL SPECIFICATIONS TT-W-5500(1) OR TT-W-00550E(1)  
 AND AWFA-MP-4. PILES TO HAVE A MIN. DIA. OF 12"  
 PRESTRESSED CONCRETE: RECOGNIZED TESTING LABORATORY TO VERIFY CONCRETE ATTAINING A  
 STRENGTH OF 6000 psi IN 28 DAYS. CONCRETE SHALL ATTAIN A STRENGTH OF 3500 psi BEFORE  
 STRANDS ARE RELEASED. REINFORCING SHALL BE PER ASTM A416-68/20K STRANDS WITH #5  
 GAUGE WIRE SPIRALS AT AN 8 INCH PITCH EXCEPT AT ENDS WITH 6 TURNS AT A 3 INCH PITCH.  
 MINIMUM PENETRATION OF ALL PILES TO BE AS FOLLOWS:  
 INTO BEDROCK - 6 FEET MIN.  
 INTO HELDING MATERIAL - 10 FEET MIN.  
 MINIMUM SAFE BEARING: 10 TONS WOOD PILE & 25 TONS CONCRETE PILE  
 CONCRETE FOR THE CAP SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 5000  
 psi AT THE END OF 28 DAYS.

REINFORCING STEEL: ALL REINFORCEMENT SHALL BE 60K psi MINIMUM YIELD NEW BILLET STEEL IN  
 ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAPS SHALL BE A MINIMUM OF 48 BAR DIAMETERS.  
 PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI AND MANUAL OF STANDARD PRACTICE  
 CODES.  
 STRUCTURAL LUMBER: ALL DIMENSIONAL LUMBER TO BE PRESURE TREATED, #1 GRADE S P OR BETTER  
 (BEAMS TO BE NON-DENSE SELECT STRUCTURAL) AND COMPLY WITH A.I.T.C. 109-69 SPECIFICATIONS.  
 HARDWARE: ALL HARDWARE TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A-153-80 OR AS  
 SPECIFIED.  
 BOLTS: ALL MACHINE BOLTS TO BE HOT DIPPED GALVANIZED ACCORDING TO ASTM A307-83A.

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05-11-11 A08:58 IN

<p><b>A-2</b> 2 OF 3</p>	<p>DATE _____</p> <p>DESIGNED _____</p> <p>DRAWN _____</p> <p>CHECKED _____</p> <p>PROJECT NO. _____</p> <p>REVISIONS _____</p>	<p><b>PROPOSED DOCK &amp; BOAT LIFT</b></p> <p>OWNER:          MRS. KAROLINE PETERS          1620 South Treasure Drive          North Bay Village, Florida</p>	<p><b>S.M.C.</b>          SOUTHERN MARINE CONSTRUCTION, INC.          FOUNDATION SPECIALISTS          PIN PILES-WOOD PILES-AUGER CAST          PILES- PRESTRESSED PILES-SHEET STEEL</p> <p>905-721-2764 (O)          305-566-4646 (F)</p>
	<p>DERM Coastal Resources Section          Natural Resources Regulation &amp; Restoration          Division (NRRRD)</p>		



160 SW 12th AVENUE, #106  
 DEERFIELD BEACH, FL 33442  
 PH: (954) 354-0660 FAX: (954) 354-0443  
 WWW.ENGEXP.COM

Work prepared for:	<b>NEPTUNE BOAT LIFTS</b>	Job#:	<b>00-NBL-0004_02</b>
Project:	<b>40,000 Ibs YACHT LIFT</b>	By:	<b>AML</b> Check: <b>FLB</b>
		Date:	<b>7/6/2010</b>

**Design Calculations for Alum. Structure**  
*Refer To Attached Drawings*  
 (Drawings Signed & Sealed By Below-Signed Engineer)

**General Notes:**

1. All work has been designed and shall be installed in accordance with the minimum requirements of the 2007 Florida Building Code with 2009 Supplements. All local codes superseding the respective code shall be considered by the contractor in design & may require additional engineering analysis.
2. Wind loads have been calculated per the requirements of ASCE 7-05 as shown herein.
3. The existing host structure, if any, must be capable of supporting the loaded system as verified by the permit holder. No warranty, either expressed or implied, is contained herein.
4. System components shall be as noted herein. All references to extrusions and installation shall conform to manufacturer's specifications as summarized herein.
5. Engineer seal affixed hereto validates structural design as shown only. Use of this specification by contractor, et. al, indemnifies and saves harmless this engineer for all costs & damages including legal fees & appellate fees resulting from material fabrication, system erection, & construction practices beyond that which is called for by local, state, & federal codes & from deviation from this design.
6. If any errors or omissions appear in the drawings, these calculations, or other documents, the contractor shall notify the engineer in writing prior to proceeding with any questionable work.
7. Aluminum components in contact with steel or embedded in concrete shall be protected as prescribed in the 2005 Aluminum Design Manual, Part 1A, Section 6.6.1 (a) and (c), respectively.
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Raised Engineer's Seal Valid For  
 Pages 1 through 3

**OCT 06 2010**

FLB #00-NBL-0004\_02\_01



Page 1 of 3

Frank L. Bennardo, P.E.  
**Frank L. Bennardo, P.E., Inc.**  
 PE# 0046549 Cert of Auth #9885



160 SW 12th AVENUE, #106  
DEERFIELD BEACH, FL 33442  
PH: (954) 364-0660 FAX: (954) 364-0443  
WWW.ENGGXP.COM

Work prepared for: **NEPTUNE BOAT LIFTS** Job #: **00-NBL-0004\_02**  
Project: **40,000 lbs YACHT LIFT** By: **AML** Check: **FLB**  
Date: **7/8/2010**

**Design Calculations for Alum. Structure**  
Refer To Attached Drawings  
(Drawings Signed & Sealed By Below-Signed Engineer)

- General Notes:**
- All work has been designed and shall be installed in accordance with the minimum requirements of the 2007 Florida Building Code with 2008 Supplements. All local codes superseding the respective code shall be considered by the contractor in design & may require additional engineering analysis.
  - Wind loads have been calculated per the requirements of ASCE 7-05 as shown herein.
  - The existing host structure, if any, must be capable of supporting the loaded system as verified by the permit holder. No warranty, either expressed or implied, is contained herein.
  - System components shall be as noted herein. All references to extensions and installation shall conform to manufacturer's specifications as summarized herein.
  - Engineer seal affixed hereto validates structural design as shown only. Use of this specification by contractor, et. al, indemnifies and saves harmless this engineer for all costs & damages including legal fees & appellate fees resulting from material fabrication, system erection, & construction practices beyond that which is called for by local, state, & federal codes & from deviation from this design.
  - If any errors or omissions appear in the drawings, these calculations, or other documents, the contractor shall notify the engineer in writing prior to proceeding with any questionable work.
  - Aluminum components in contact with steel or embedded in concrete shall be protected as prescribed in the 2008 Aluminum Design Manual, Part 1A, Section 6.8.1 (e) and (f), respectively.
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PE# 0046543 Cert of Auth #9885

00-NBL-0004\_02\_01  
9/20/10

**1) Allowable Tension Stress (F<sub>t</sub>):**  
1a) Tension in Beams (extreme fiber, net section)  
(see 3.4.2 Flat elements in uniform tension)

$F_t = \dots$  (nonwelded members and welded members at location farther than 1.0 in of a weld)  
 $F_{tw} = \dots$  (within 1.0 in of a weld)  
 $F_{tw} = N/A$  (allowable stress w/ part of cross section weld-affected (sec. 7.1.2))

$F_{tw} = F_t - \frac{A_w}{A} (F_t - F_{tw})$

Bending Moment (X-axis): 205,898 lb-in = from above  
Tension Stress (X-axis): ft = 12.2 ksi = 205,898 lb-in / Sx  
Allowable Tensile Stress: Ft = 19.0 ksi OK, actual stress less than Ft = 19.0 ksi

**2) Allowable Compressive Stress (F<sub>c</sub>):**  
2a) Compression in Beams (extreme fiber, gross section)  
(see 3.4.14 Tubular shapes)

	nonwelded	welded	OBS
S <sub>x</sub>	170.1		slenderness ratio
S <sub>1</sub>			lower slenderness limit (overall buckling)
S <sub>2</sub>			upper slenderness limit (overall buckling)
F <sub>c</sub> & F <sub>tw</sub>	20.8 ksi	8.1 ksi	allowable stress

**1) Allowable Tension Stress (F<sub>t</sub>):**  
1a) Tension in Beams (extreme fiber, net section)  
(see 3.4.2 Flat elements in uniform tension)

$F_t = \dots$  (nonwelded members and welded members at location farther than 1.0 in of a weld)  
 $F_{tw} = \dots$  (within 1.0 in of a weld)  
 $F_{tw} = N/A$  (allowable stress w/ part of cross section weld-affected (sec. 7.1.2))

$F_{tw} = F_t - \frac{A_w}{A} (F_t - F_{tw})$

Bending Moment (X-axis): 438,728 lb-in = from above  
Tension Stress (X-axis): ft = 10.3 ksi = 438,728 lb-in / Sx  
Allowable Tensile Stress: Ft = 19.0 ksi OK, actual stress less than Ft = 19.0 ksi

**2) Allowable Compressive Stress (F<sub>c</sub>):**  
2a) Compression in Beams (extreme fiber, gross section)  
(see 3.4.11 Single web shapes)

	nonwelded	welded	OBS
L <sub>1</sub> /l <sub>y</sub>	46.6		slenderness ratio
S <sub>1</sub>			lower slenderness limit (overall buckling)
S <sub>2</sub>			upper slenderness limit (overall buckling)
F <sub>c</sub> & F <sub>tw</sub>	18.2 ksi	8.2 ksi	allowable stress
F <sub>tw</sub>		N/A	allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
F <sub>tw</sub>			$F_{tw} = F_c - \frac{A_w}{A} (F_c - F_{tw})$

**2b) Compression in Beam Elements (element in uniform compression), gross section:**  
(see 3.4.18 Flat elements supported on one edge)

	nonwelded	welded	OBS
h/t	7.1		slenderness ratio
S <sub>1</sub>			lower slenderness limit (overall buckling)
S <sub>2</sub>			upper slenderness limit (overall buckling)
F <sub>c</sub>	12.0 ksi	8.0 ksi	allowable stress
F <sub>tw</sub>		N/A	allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
F <sub>tw</sub>			$F_{tw} = F_c - \frac{A_w}{A} (F_c - F_{tw})$

Allowed Shear Stress: F<sub>v</sub> = 12.0 ksi  
Actual Shear Stress: fv = 4.3 ksi OK, fv less than Fv=12.0 ksi

**BEAM** 8x60.375 6061-T6

b = 4.00 in A = 8.44 in<sup>2</sup> E = 1.01E+07 psi A<sub>gross</sub> = 1.22 in<sup>2</sup>  
d = 8.00 in I<sub>x</sub> = 67.60 in<sup>4</sup> I<sub>y</sub> = 21.60 in<sup>4</sup> A<sub>weld</sub> = 0.45 in<sup>2</sup>  
t<sub>weld</sub> = 0.38 in S<sub>x</sub> = 18.80 in<sup>3</sup> S<sub>y</sub> = 11.00 in<sup>3</sup> J = 50.90 in<sup>4</sup>  
r<sub>x</sub> = 2.63 in r<sub>y</sub> = 1.61 in

L<sub>total</sub> = (Total length)  
L<sub>max</sub> = (unsupported length)  
L<sub>br</sub> = (unbraced length for bending)

Max. Moment = (from visual Analysis software)  
Max. Shear = (from visual Analysis software)  
Actual Deflection = Δmax = 0.933 in OK

**CHECK CRITICAL BEAM FOR BENDING**

**1) Allowable Tension Stress (F<sub>t</sub>):**  
1a) Tension in Beams (extreme fiber, net section)  
(see 3.4.2 Flat elements in uniform tension)

$F_t = \dots$  (nonwelded members and welded members at location farther than 1.0 in of a weld)  
 $F_{tw} = \dots$  (within 1.0 in of a weld)  
 $F_{tw} = N/A$  (allowable stress w/ part of cross section weld-affected (sec. 7.1.2))

$F_{tw} = F_t - \frac{A_w}{A} (F_t - F_{tw})$

Bending Moment (X-axis): 205,898 lb-in = from above  
Tension Stress (X-axis): ft = 12.2 ksi = 205,898 lb-in / Sx  
Allowable Tensile Stress: Ft = 19.0 ksi OK, actual stress less than Ft = 19.0 ksi

**2) Allowable Compressive Stress (F<sub>c</sub>):**  
2a) Compression in Beams (extreme fiber, gross section)  
(see 3.4.14 Tubular shapes)

	nonwelded	welded	OBS
S <sub>x</sub>	170.1		slenderness ratio
S <sub>1</sub>			lower slenderness limit (overall buckling)
S <sub>2</sub>			upper slenderness limit (overall buckling)
F <sub>c</sub> & F <sub>tw</sub>	20.8 ksi	8.1 ksi	allowable stress

**BEAM** 12x11.7 6061-T6

b = 7.00 in A = 9.93 in<sup>2</sup> E = 1.01E+07 psi A<sub>gross</sub> = 3.16 in<sup>2</sup>  
d = 12.00 in I<sub>x</sub> = 256.00 in<sup>4</sup> I<sub>y</sub> = 26.80 in<sup>4</sup> A<sub>weld</sub> = 0.53 in<sup>2</sup>  
t<sub>weld</sub> = 0.29 in S<sub>x</sub> = 42.80 in<sup>3</sup> S<sub>y</sub> = 7.69 in<sup>3</sup>  
r<sub>x</sub> = 5.08 in r<sub>y</sub> = 1.65 in

L<sub>total</sub> = (Total length)  
L<sub>max</sub> = (unsupported length)  
L<sub>br</sub> = (unbraced length for bending) (consider beam ltr to be braced by bunk assembly)

Max. Moment = (from visual Analysis software) (per beam)  
Max. Shear = (from visual Analysis software) (per beam)

**CHECK CRITICAL BEAM FOR BENDING**

**1) Allowable Tension Stress (F<sub>t</sub>):**  
1a) Tension in Beams (extreme fiber, net section)  
(see 3.4.2 Flat elements in uniform tension)

$F_t = \dots$  (nonwelded members and welded members at location farther than 1.0 in of a weld)  
 $F_{tw} = \dots$  (within 1.0 in of a weld)  
 $F_{tw} = N/A$  (allowable stress w/ part of cross section weld-affected (sec. 7.1.2))

$F_{tw} = F_t - \frac{A_w}{A} (F_t - F_{tw})$

Bending Moment (X-axis): 438,728 lb-in = from above  
Tension Stress (X-axis): ft = 10.3 ksi = 438,728 lb-in / Sx  
Allowable Tensile Stress: Ft = 19.0 ksi OK, actual stress less than Ft = 19.0 ksi

**2) Allowable Compressive Stress (F<sub>c</sub>):**  
2a) Compression in Beams (extreme fiber, gross section)  
(see 3.4.11 Single web shapes)

	nonwelded	welded	OBS
L <sub>1</sub> /l <sub>y</sub>	46.6		slenderness ratio
S <sub>1</sub>			lower slenderness limit (overall buckling)
S <sub>2</sub>			upper slenderness limit (overall buckling)
F <sub>c</sub> & F <sub>tw</sub>	18.2 ksi	8.2 ksi	allowable stress
F <sub>tw</sub>		N/A	allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
F <sub>tw</sub>			$F_{tw} = F_c - \frac{A_w}{A} (F_c - F_{tw})$

**2b) Compression in Beam Elements (element in uniform compression), gross section:**  
(see 3.4.18 Flat elements supported on one edge)

	nonwelded	welded	OBS
h/t	7.1		slenderness ratio
S <sub>1</sub>			lower slenderness limit (overall buckling)
S <sub>2</sub>			upper slenderness limit (overall buckling)
F <sub>c</sub>	12.0 ksi	8.0 ksi	allowable stress
F <sub>tw</sub>		N/A	allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
F <sub>tw</sub>			$F_{tw} = F_c - \frac{A_w}{A} (F_c - F_{tw})$

$F_{ax}$	20.7 ksi	9.8 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_a - \frac{A_w}{A} (F_u - F_{ex})$		

**Compression in Beam Elements (element in bending in own plane), gross section:**

3.4.18 Flat elements supported on both edges

nonwelded	welded	OBS	
$h/t$	38.1	slenderness ratio	
$S_1$		lower slenderness limit (overall buckling)	
$S_2$		upper slenderness limit (overall buckling)	
$F_{ax}$	20.0 ksi	12.0 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_a - \frac{A_w}{A} (F_u - F_{ex})$		

Bending Moment (X-axis): 438,728 lb-in = from above  
 Bending Stress (X-axis):  $f_b = 10.3 \text{ ksi} = 438,728 \text{ lb-in} / S_x$   
 Tension of (2s; average(2b,2c)):  $F_b = 18.2 \text{ ksi} = \text{Allowable Tensile Stress}$   
 OK, actual stress less than  $F_b = 18.2 \text{ ksi}$

**ECK CRITICAL BEAM FOR SHEAR**

3.4.20 Unstiffened flat elements supported on both edges

nonwelded	welded	OBS	
$h/t$	38.1	slenderness ratio	
$S_1$		lower slenderness limit (overall buckling)	
$S_2$		upper slenderness limit (overall buckling)	
$F_{ax}$	11.9 ksi	5.8 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_a - \frac{A_w}{A} (F_u - F_{ex})$		

Allowable Shear Stress:  $F_v = 5.8 \text{ ksi}$   
 Actual Shear Stress:  $f_v = 1.8 \text{ ksi}$  OK,  $f_v$  less than  $F_v = 5.8 \text{ ksi}$

ck 1/4" fillet weld between Carrier Assy & I-beam

RODE	1/4	5356
L	12.00 in	
$L_{we}$	0.250 in	
$t_{we}$	0.177 in	$= 0.707 (S_w)$
$A_{we}$	2.12 in <sup>2</sup>	
Shear load V	5.82 kips	(from above)
$F_{we}$	3.64 kips/in	
$V_{we}$	21.76 kips	$= F_{we} L_{we} / \eta_w$

OK, greater than 5.82 lbs

$F_{ax}$	21.2 ksi	9.8 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_a - \frac{A_w}{A} (F_u - F_{ex})$		

**Compression in Beam Elements (element in bending in own plane), gross section:**

3.4.18 Flat elements supported on both edges

nonwelded	welded	OBS	
$h/t$	28.5	slenderness ratio	
$S_1$		lower slenderness limit (overall buckling)	
$S_2$		upper slenderness limit (overall buckling)	
$F_{ax}$	25.0 ksi	12.0 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_a - \frac{A_w}{A} (F_u - F_{ex})$		

Bending Moment (X-axis): 57,912 lb-in = from above  
 Bending Stress (X-axis):  $f_b = 7.9 \text{ ksi} = 57,912 \text{ lb-in} / S_x$   
 Tension of (2s; average(2b,2c)):  $F_b = 8.0 \text{ ksi} = \text{Allowable Tensile Stress}$   
 OK, actual stress less than  $F_b = 8.03 \text{ ksi}$

**ECK CRITICAL BEAM FOR SHEAR**

3.4.20 Unstiffened flat elements supported on both edges

nonwelded	welded	OBS	
$h/t$	28.5	slenderness ratio	
$S_1$		lower slenderness limit (overall buckling)	
$S_2$		upper slenderness limit (overall buckling)	
$F_{ax}$	12.0 ksi	5.0 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_a - \frac{A_w}{A} (F_u - F_{ex})$		

Allowable Shear Stress:  $F_v = 5.0 \text{ ksi}$   
 Actual Shear Stress:  $f_v = 2.8 \text{ ksi}$  OK,  $f_v$  less than  $F_v = 5.00 \text{ ksi}$

ck 1/4" fillet weld between Carrier Assy & I-beam

RODE	1/4	5356
L	12.00 in	
$L_{we}$	0.250 in	
$t_{we}$	0.177 in	$= 0.707 (S_w)$
$A_{we}$	2.12 in <sup>2</sup>	
Shear load V	5.82 kips	(from above)
$F_{we}$	3.64 kips/in	
$V_{we}$	21.76 kips	$= F_{we} L_{we} / \eta_w$

OK, greater than 5.82 lbs

BEAM	18x403	6061-T5		
b	4.00 in	A = 3.43 in <sup>2</sup>	E = 1.01E+07 psi	$A_{gross} = 1.10 \text{ in}^2$
d	6.00 in	$I_x = 22.00 \text{ in}^4$	$I_y = 3.10 \text{ in}^4$	$A_{web} = 0.17 \text{ in}^2$
$t_{web}$	0.19 in	$S_x = 7.33 \text{ in}^3$	$S_y = 1.55 \text{ in}^3$	
$t_{flange}$	0.29 in	$r_x = 2.53 \text{ in}$	$r_y = 0.85 \text{ in}$	
$L_{total}$		(Total length)		
$L_{unbraced}$		(unbraced length)		
$L_b$		(unbraced length for bending)		
Max. Moment		(from visual Analysis software)(per beam)		
Max. Shear		(from visual Analysis software)(per beam)		

**CHECK CRITICAL BEAM FOR BENDING**

1) Allowable Tension Stress (T)

1a) Tension in Beams (extreme fiber, net section)

nonwelded	welded	OBS	
$F_t$		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)	
$F_{ax}$	N/A		
$F_{ax}$	$F_{ax} = F_t - \frac{A_w}{A} (F_u - F_{ex})$		

Bending Moment (X-axis): 57,912 lb-in = from above  
 Tension Stress (X-axis):  $f_t = 7.9 \text{ ksi} = 57,912 \text{ lb-in} / S_x$   
 Allowable Tensile Stress:  $F_t = 8.0 \text{ ksi}$  OK, actual stress less than  $F_t = 8.00 \text{ ksi}$

2) Allowable Compressive Stress (Fb)

2a) Compression in Beams (extreme fiber, gross section)

(sec. 3.4.11 Single web shapes)

nonwelded	welded	OBS	
$L_b/r_y$	50.8	slenderness ratio	
$S_1$		lower slenderness limit (overall buckling)	
$S_2$		upper slenderness limit (overall buckling)	
$F_c$ & $F_{ax}$	17.8 ksi	8.0 ksi	allowable stress
$F_{ax}$	N/A		allowable stress w/ part of cross section weld-affected (sec. 7.1.2)
$F_{ax}$	$F_{ax} = F_c - \frac{A_w}{A} (F_u - F_{ex})$		

2b) Compression in Beam Elements (element in uniform compression), gross section:

(sec. 3.4.15 Flat elements supported on one edge)

nonwelded	welded	OBS
$h/t$	6.6	slenderness ratio
$S_1$		lower slenderness limit (overall buckling)
$S_2$		upper slenderness limit (overall buckling)

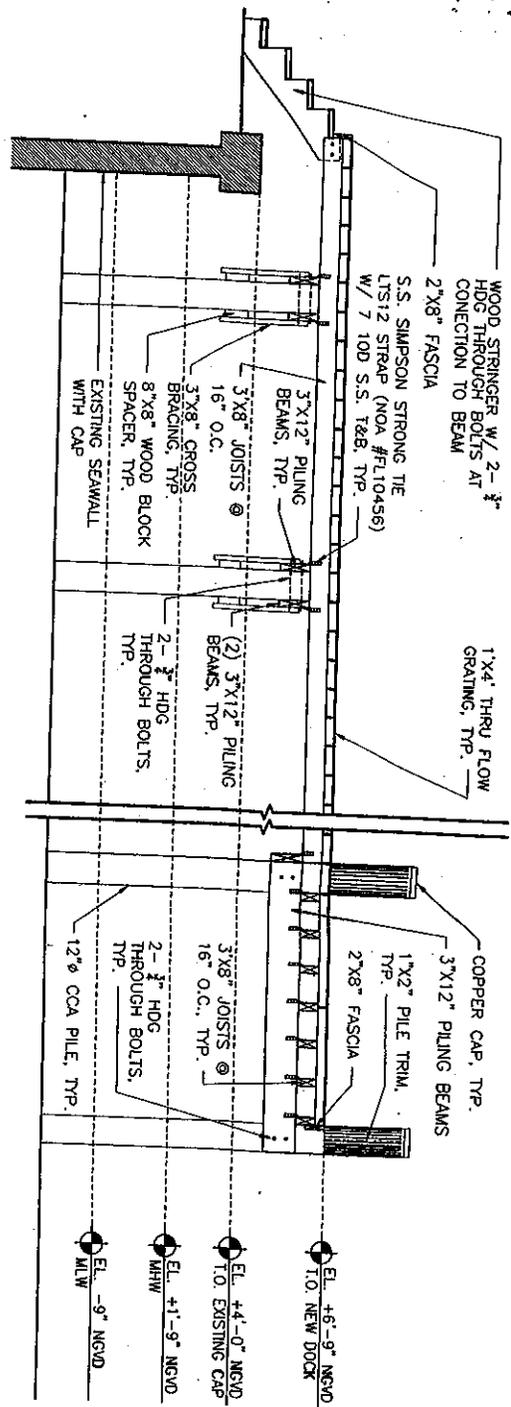
**WIRE ROPE CALCULATION**

3/8" diam. 7 x 19 SSAC IWRC AISI 304 for each arm lift assembly.  
 Wire rope goes up and down 2 times between two assembly arm blocks, giving a 2 to 1 lift ratio,  
 $BF = 2.00$  Safety Factor

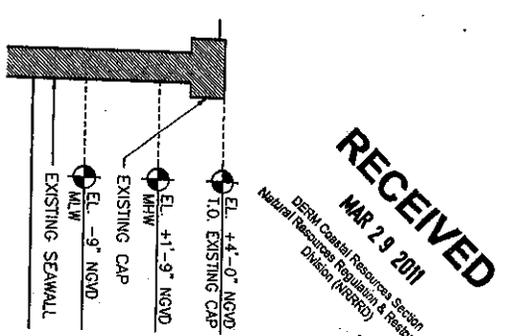
$T_{required} = \frac{46,684}{4 \times 2} = 5835 \text{ lbs}$

$T_{actual} = 12,000 \text{ lbs}$  Breaking strength per Material Certification provided by: (Cert. No: KTS016002)  
 Fortune Rope and Metal Company, Inc  
 351 Zoo Parkway, Jacksonville FL 32226, Tel 1-888-445-5217  
 dated July 23, 2007 Customer PO No: 1570  
 Wire rope certifications available upon request to Neptune Boat Lifts, Inc.

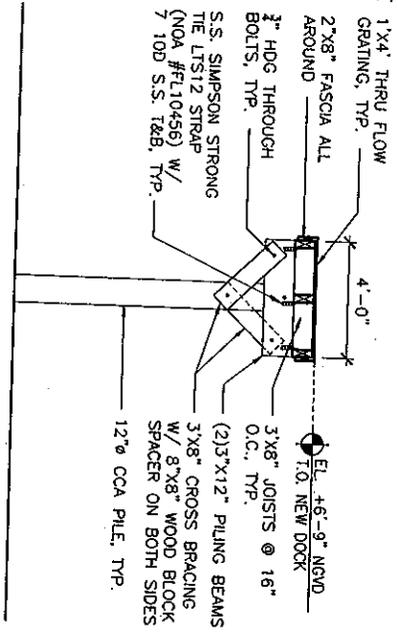
$T_{allow} = \frac{12,000}{2} = 6000 \text{ lbs}$  OK, (more than required strength)



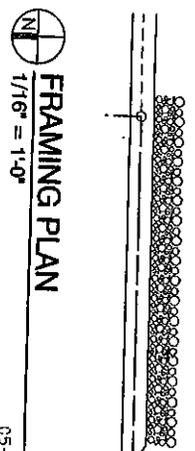
**DOCK SECTION AA**  
1/4" = 1'-0"



**EXISTING SECTION**  
1/4" = 1'-0"



**DOCK SECTION BB**  
1/4" = 1'-0"



**FRAMING PLAN**  
1/16" = 1'-0"

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DERM COASTAL SECTION  
PRELIMINARY APPROVAL  
DATE: 2/29/11

**A-3**  
3 OF 3

<b>PROPOSED DOCK &amp; BOAT LIFT</b>	
OWNER: MRS. KAROLINE PETERS 1520 South Treasure Drive North Bay Village, Florida	
DATE	ASSIGNED
DRAWING	CHECKED
PROJECT NO.	REVISIONS
*1. NEW 2x4 2x10	

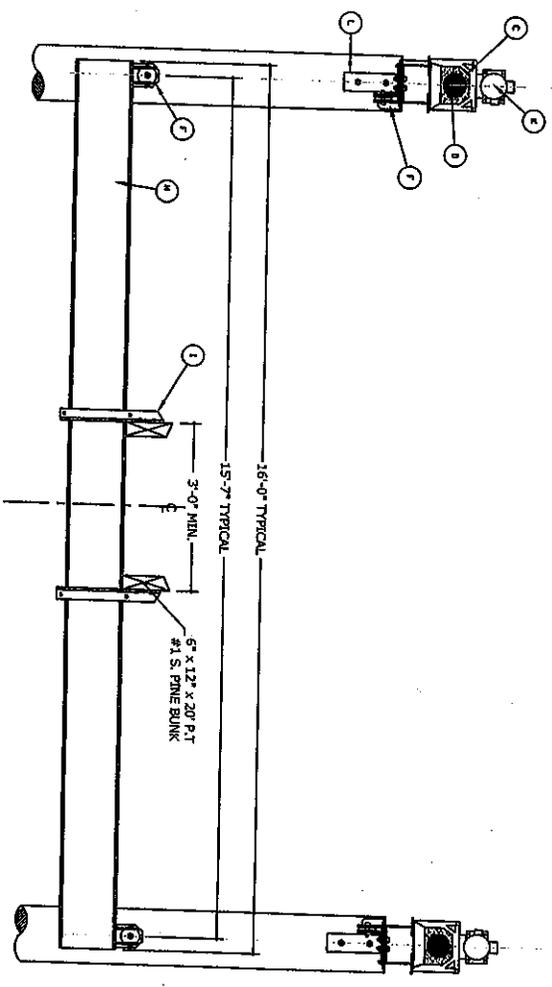


**S.M.C.**  
SOUTHERN MARINE CONSTRUCTION, INC.  
FOUNDATION SPECIALISTS  
PIN PILES-WOOD PILES-AUGER CAST  
PILES-PRESTRESSED PILES-SHEET PILE

505-161-2764 (C)  
352-366-4848 (C)

**RECEIVED**  
MAR 2 9 2011  
DERM Coastal Resources Section  
Natural Resources Programs & Restoration  
Division (NRPD)

**40,000-LB ALUMINUM 8-POST YACHT LIFT**  
BY NEPTUNE BOAT LIFT



**TYPICAL CROSS SECTION**  
SCALE 1/2" = 1'-0"

**STRUCTURAL NOTES:**

THE WORK SPECIFIED HEREIN HAS BEEN DESIGNED & ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 FLORIDA BUILDING CODE WITH 2009 SUPPLEMENTS. ALL CODES REFERENCED HEREIN ARE PER THE LATEST ADOPTED EDITION.

**NOTE:**

THIS LIFTING STRUCTURE HAS BEEN DESIGNED TO WITHSTAND WIND LOADS ASSOCIATED WITH SPEEDS OF 150 MPH (3 SEC GUST) EXPOSURE "C" WITHOUT A BOAT ON THE LIFT PER ASCE 7-05 USING ABOVE GROUND SIGN METHOD. THE LIFTING STRUCTURE INCLUDING BOAT HAS BEEN DESIGNED TO WITHSTAND WIND SPEEDS OF 90 MPH (3 SEC GUST). OWNER RESPONSIBLE TO REMOVE BOAT FROM LIFT DURING WINDSTORM EVENT IN EXCESS OF 90 MPH (3 SECOND GUST).

CERTIFICATION OF BOAT LIFT TO EXISTING STRUCTURE AND ALL ELECTRICAL OR MECHANICAL CERTIFICATIONS ARE BY OTHERS; ENGINEER SEAL CERTIFIES ASSEMBLY OF LIFT ONLY.

THIS DETAIL IS PREPARED AS A GENERAL, NON-SITE SPECIFIC MASTER PLAN SHEET. DETAIL TYPICAL FIELD CONDITIONS ARE ASSUMED IN THE DESIGN. WOOD PILLS SHALL BE SEASONED WOOD WITH G-4055 OR BETTER. SHOULD ANY SPECIFIC LOCATION DIFFER FROM THAT SPECIFIED HEREIN, OR STANDARD FIELD CONDITIONS, ADDITIONAL SPECIFIC ENGINEERING MAY BE REQUIRED AS DETERMINED BY THE BUILDING INSPECTOR AND PERMITTING CONTRACTOR. CARE SHALL BE TAKEN BY CONTRACTOR IN ALL APPLICATIONS OF THIS DETAIL, AS THIS IS NOT A SITE SPECIFIC DRAWING, IT IS THE RESPONSIBILITY OF OTHERS TO ENSURE THE INTEGRITY OF INSTALLATION TO THE HOST STRUCTURE.

**ALUMINUM**

MATERIAL: 6063 T6 ALUMINUM  
ALL WELDS ARE MIN. 1/4" FULL RILL BULLET WELD USING 5356 FILLER ALLOY. ALL WELDING MUST CONFORM TO ASSC STEEL CONSTRUCTION MANUAL LISTED AS INSPECTED AND VERIFIED BY OTHERS. THE CONTRACTOR IS RESPONSIBLE TO INSULATE ALUMINUM MEMBERS FROM DISSIPULAR METALS TO PREVENT ELECTROLYSIS.

**FASTENERS:**

ALL ANCHORS TO BE HILTI BRAND OR NER EQUIVALENT. ALL BOLTS SHALL BE HOT DIPPED GALVANIZED, OR STAINLESS STEEL, & MEET THE REQUIREMENTS OF ASTM A304 WITH HARDENED WASHERS AND HEX NUTS. WASHERS SHALL BE USED BETWEEN WOOD & BOLT HEAD & BETWEEN WOOD & NUT. WHERE GENERIC FASTENERS ARE LABELED IN DETAILS, CAPACITIES SHALL BE EQUAL TO OR GREATER THAN HILTI KWIK BOLT II OR RED HEAD THRU BOLTS. EMBEDMENT DEPTHS SPECIFIED HEREIN ARE DEPTHS INTO SOLID SUBSTRATE AND DO NOT INCLUDE THICKNESS OF STUCCO OR OTHER FINISHES.

ALUMINUM MEMBERS IN CONTACT WITH CONCRETE AND WOOD SHALL BE PROTECTED BY "KOPRESS BITUMINOUS PAINT" OR POLYETHYLENE TAPE UNHW (ULTRA HIGH MOLECULAR WEIGHT) 11.7 mils (0.30 mm) MIN. TOTAL THICKNESS IN ACCORDANCE WITH CURRENT FLORIDA BUILDING CODE. ALL WELDS TO BE COVERED WITH ALUMINUM PAINT.

ENGINEERING EXPRESS HAS NOT VISITED THIS JOB SITE. INFORMATION CONTAINED HEREIN IS BASED ON CONTRACTOR SUPPLIED DATA AND MEASUREMENTS. ENGINEERING EXPRESS SHALL NOT BE HELD RESPONSIBLE FOR TYPICAL IN ANY WAY FOR ERRONEOUS OR INACCURATE DATA OR MEASUREMENTS. WORK SHALL BE HELD VERIFIED PRIOR TO CONSTRUCTION. ENGINEERING EXPRESS SHALL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO REEVALUATE OUR WORK UPON DISCOVERY OF ANY INACCURATE INFORMATION PRIOR TO MODIFICATION OF EXISTING FIELD CONDITIONS AND FABRICATION AND INSTALLATION OF MATERIALS.

ENGINEER SEAL ATTACHED HERETO VALIDATES STRUCTURAL DESIGN AS SHOWN ONLY. USE OF THIS SPECIFICATION BY CONTRACTOR, ET AL. INDIVIDUALS & SAVERS. HARNESS THIS ENGINEER FOR ALL COSTS & DAMAGES INCLUDING LEGAL FEES & APPELLATE FEES RESULTING FROM MATERIAL FABRICATION, SYSTEM REJECTION, & CONSTRUCTION PRACTICES BEYOND THAT WHICH IS CALLED FOR BY LOCAL, STATE, & FEDERAL CODES & FROM DEVIATIONS OF THIS PLAN, EXCEPT AS EXPRESSLY PROVIDED IN HEREIN, NO CERTIFICATIONS OR AFFIRMATIONS ARE INTENDED.

05-11-11 A03:59 IN

<p><b>REMARKS</b></p> <p>DATE</p> <p>ISSUE</p>	<p>DRWN</p> <p>CHD</p> <p>DATE</p>	<p>00-NBL-0004</p> <p>02</p>	<p><b>NEPTUNE BOAT LIFTS</b></p> <p>100 SW 6th STREET</p> <p>FORT LAUDERDALE, FL 33301</p> <p>PHONE: (954) 524-3616 FAX: (954) 524-3604</p>	<p><b>ENGINEERING EXPRESS</b></p> <p>160 SW 12th AVENUE, #106</p> <p>DEERFIELD BEACH, FL 33442</p> <p>PH: (954) 354-0588 FAX: (954) 354-0443</p> <p>WWW.ENGEXP.COM</p> <p>DEPT OF ENR 2646</p> <p>A FRANK L. BENHARDO, P.E., INC. INNOVATION</p>
	<p>SCALE</p> <p>DATE</p>	<p>02</p>		



40,000 LB ALUMINUM 8-POST YACHT LIFT





## City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

### **CITY OF NORTH BAY VILLAGE** **MEMORANDUM**

**DATE:** September 2, 2011

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

**FROM:**   
Robert Daniels  
Interim City Manager

**SUBJECT:** Appointment – Planning & Zoning Board

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Andy Howard submitted his resignation from the Planning & Zoning Board effective August 16, 2011. Pursuant to Section 32.02 of the City Code, vacancies are to be filled within 30 days.

Ann Bakst of Treasure Island and Jorge Gonzalez and Carmen Lizardi of Harbor Island applied to fill the vacancy on the Board. The new appointee will join the following members who currently serve on the Board:

Reinaldo Trujillo, Chair	-	Treasure Island
Barry Beschel	-	Harbor Island
James Carter	-	Treasure Island
Richard Chervony	-	North Bay Island

According to Section 32.20 of the North Bay Village Code of Ordinances, the Board shall consist of one member from North Bay Island, one from Harbor Island, one from Treasure Island and two at-large members.

RD/ypb

Attachment: Advisory Board Applications

Mayor  
Corina S. Esquijarosa

Vice Mayor  
Connie Leon-Kreps

Page 1 of 1  
Commissioner  
Frank Rodriguez

Commissioner  
Eddie Lim

Commissioner  
Dr. Paul Vogel

14B(1)



**City of North Bay Village**

City Administrative Offices  
1700 Kennedy Causeway, #132  
N. Bay Village, FL 33141  
(305) 756-7171 Fax (305) 756-7722  
Website - nbvillage.com

SEP 2 PM 4:49

**CITY OF NORTH BAY VILLAGE  
BOARD/COMMITTEE APPLICATION**

NAME ANN BAKST TELEPHONE # 305-865-8296

MAILING ADDRESS 1865 JFK Cswy #7D, NBV 33141-4260

CITY RESIDENT: YES  NO

BUSINESS OWNER: YES  NO

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE CITY? Living 38 years

CHECK THE BOARD(S)/COMMITTEE YOU WOULD LIKE TO SERVE ON:

- |  |   |
|--|---|
| ARTS, CULTURAL & SPECIAL EVENTS BOARD <input type="checkbox"/> | YOUTH SERVICES BOARD <input type="checkbox"/>               |
| COMMUNITY ENHANCEMENT BOARD <input type="checkbox"/>           | ANIMAL CONTROL ADVISORY COMMITTEE <input type="checkbox"/>  |
| CITIZEN BUDGET AND OVERSIGHT BOARD <input type="checkbox"/>    | PLANNING & ZONING BOARD <input checked="" type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

HAVE YOU EVER SERVED ON A CITY BOARD/COMMITTEE? YES  NO

HAVE YOU EVER BEEN A CITY EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
Have been on Pension Board; Arts, Cultural + Special Events Board; Beautification Board; Community Enhancement Board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE:  
Am concerned on how this City looks as in use of playground open spaces. Temp. mechanical driveway in High School.  
I want to see construction that will enhance this City as it grows. Responsible construction is what we need.

Mayor Corina S. Esquijarosa	Vice Mayor Connie Leon-Kreps	Commissioner Frank Rodriguez	Commissioner Eddie Lim	Commissioner Dr. Paul Vogel
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**14B(2)**

## Lucy Palacios

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**From:** Yvonne Hamilton  
**Sent:** Sunday, August 28, 2011 7:27 PM  
**To:** Lucy Palacios  
**Subject:** FW: P&Z Board

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

**From:** [jorge@solexint.com](mailto:jorge@solexint.com) [<mailto:jorge@solexint.com>]  
**Sent:** Friday, August 26, 2011 12:44 PM  
**To:** Yvonne Hamilton  
**Subject:** P&Z Board

Hello Yvonne,

I'm interested in joining the Planning and Zoning Board. I believe you already have my application and resume. Please let me know if I'm selected.

Thank you,

Jorge Gonzalez  
305-793-8828

No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 9.0.901 / Virus Database: 271.1.1/3857 - Release Date: 08/25/11 14:34:00

June 20, 2011

Hello Yvonne,

Last year I met Eddie Lim, a newly elected Commissioner of NBV. In our conversations he mentioned the opportunity to contribute to the city by participating in one of the committees. In December I wrote to you to express my interest in participating in the Citizen Budget & Oversight Board and forwarded summary of my qualifications to you.

Unfortunately, I was unable to participate at the time because the committees had already been filled. This year Commissioner Lim made me aware of the opportunity to participate in the committee to elect a new city manager and other potential opportunities to serve.

Towards that end I'm forwarding to you again my qualifications:

I'm a resident of NBV, currently residing at the 360 Condominium. I'm currently the President of three out of four boards of this association, including the Master board. I oversee a combined budget of \$2 Million. Through my active participation in the budget process and careful monitoring of expenses we have been able to reduce assessments while at the same improving the level of the amenities offered and aesthetics of the community. We have been successful at reducing the cost and improving the quality of key services such as building security and insurance policies, among others.

I'm CEO/CFO of Solex International, LLC. of which I own 50%. I'm responsible for the overall management of the company with focus on all financial operations. Solex is a startup distribution company. The company distributes computers and consumer electronics overseas, mostly to Latin America. In our first year of operations the company had revenues of \$4 Million and net profit of \$240,000.

From 1996 – 2004, I was employed with the Hewlett-Packard Co. in the capacity of Business Development Manager for Latin America. I managed a \$2 Million Sales and Marketing budget on annual revenues of \$150 Million.

From 2004 – 2008, I was active in Atlas Property Management, Inc. Atlas is a property management company specializing in Condominium Associations. As the general manager, I was responsible developing budgets for the individual associations and supervised other managers in the overall operations of the business.

I have an engineering degree from the University of Florida and an MBA from NOVA Southeastern University with a focus on finance and management. My experience includes supervising sales and marketing teams as well as creating and managing budgets. I'm knowledgeable of financial statements. I'm a licensed Real Estate Broker and own a real estate brokerage firm.

14.B(4)

My skill include excellent oral and written communication in both English and Spanish and conversational in Portuguese. I'm familiar with most computer productivity software, including Quickbooks and the MS Suite.

I'm an effective negotiator and have very good people skills: good listener, fair minded, understanding and sympathetic to other points of view. I look for win-win solutions as the best approach to conflict resolution.

I'm confident that I can make a positive contribution to the city of NBV. Please contact me at our convenience if you have any questions or comments.

Kind regards,

Jorge Gonzalez

305-793-8828

14B(5)



**City of North Bay Village**

City Administrative Offices  
1700 Kennedy Causeway, #132  
N. Bay Village, FL 33141  
(305) 756-7171 Fax (305) 756-7722  
Website - nbvillage.com

SEP 6 AM 9:31

**CITY OF NORTH BAY VILLAGE  
BOARD/COMMITTEE APPLICATION**

NAME Carmen G. Lizardi TELEPHONE # (267) 770-6026

MAILING ADDRESS 7905 East Drive, Apt #14-A, North Bay Village FL 33141

CITY RESIDENT: YES  NO

BUSINESS OWNER: YES  NO

NAME AND ADDRESS OF BUSINESS (N/A)

HOW LONG HAVE YOU BEEN OPERATING IN THE CITY? \_\_\_\_\_

CHECK THE BOARD(S)/COMMITTEE YOU WOULD LIKE TO SERVE ON:

- |                                       |                                     |                                   |                                     |
|---------------------------------------|-------------------------------------|-----------------------------------|-------------------------------------|
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input checked="" type="checkbox"/> | YOUTH SERVICES BOARD              | <input type="checkbox"/>            |
| COMMUNITY ENHANCEMENT BOARD           | <input checked="" type="checkbox"/> | ANIMAL CONTROL ADVISORY COMMITTEE | <input type="checkbox"/>            |
| CITIZEN BUDGET AND OVERSIGHT BOARD    | <input type="checkbox"/>            | PLANNING & ZONING BOARD           | <input checked="" type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

HAVE YOU EVER SERVED ON A CITY BOARD/COMMITTEE? YES  NO

HAVE YOU EVER BEEN A CITY EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I have past work experience in the criminal justice area including volunteering. I currently hold a bachelors degree in criminal justice with honors. Completed internships & fellowships abroad. - Past volunteer exp in homeless exp/self sufficiency <sup>fund</sup> (Resume Available upon request). Past exp. in general office, accounting, computers, cust. serv, etc! -

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE:

My background in criminal justice, courts, corrections, and community service would be an asset to the planning/zoning board. - I can use my past work experience & college training to benefit the city. I am also fluent in Spanish and have participated as a volunteer with the DA office! - (Resume Available upon request) My past college training in community safety will be an asset.

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

**14366**