



North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: April 12, 2022

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Madalyn Medrano, Commission Aide

SPONSORED BY: Mayor Brent Latham and Vice Mayor Wilmoth

SUBJECT: RESOLUTION APPROVING BUDGET AMENDMENT FOR PURCHASE AND INSTALLATION OF SWINGS AT VOGEL PARK - SPONSORED BY MAYOR LATHAM, AND CO-SPONSORED BY VICE MAYOR MARVIN WILMOTH

RECOMMENDATION

Adopt resolution approving budget amendment to provide funding for purchase of playground equipment (i.e. swing set) for installation at Vogel Park as well as associated permitting costs and state and county fees.

BACKGROUND AND ANALYSIS

North Bay Village strives to become a more attractive place to live and foster community; this includes improving public places for residents to gather. After receiving several requests from residents to have a swing set for children to play at Vogel Park, Mayor Latham has asked Village Staff to inquire on costs of materials and installation to bring to the Commission for discussion.

This project entails approval of purchase and installation of materials by the Public Works Department as well as the building permit fees and county and state fees (\$300 total for all fees).

The swing set will be placed at Vogel Park (7920 West Dr, North Bay Village, FL 33141) with either two swings or four swings (two regular, one for toddler age, and one ADA-compliant swing).

The Finance Department requires a budget amendment to attain funds from reserves as the 2021-2022 fiscal year did not account for this expense. This purchase will be made pursuant to the Manager's spending authority as provided in Section 36.25(G)(3) of the Village Code, which provides:

"Small purchases over \$5,000.00. The Village Manager shall purchase goods and services in excess of \$5,000.00 but that do not exceed \$15,000.00, upon obtaining price quotations from no less than three businesses, or, in the alternative, from a supplier that is on the current approved vendors list of, or who has been selected in a competitive process within the last 24-month period by another governmental entity or public agency in the State of Florida. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded in writing and maintained as a public record."

Approval of this item will improve the livability of the Village as residents want improvements in public spaces.

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

001.00.362.3620 Parking Fees (\$15,000) and 320.61.630.6430 Machinery & Equipment Project #CP22-06 \$15,000

PERSONNEL IMPACT

N/A



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**North Bay Village
Budget Amendment Form**

Department	Capital Projects Fund	Date	4/12/2022
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Fund(s) to be changed: General Fund/Capital Projects Fund

GL Account	GL Line Item	Debit	Credit
001.19.519.9132	Transfer to Capital Projects Fund	\$ 36,540	
001.00.362.3620	Parking Fees		\$ 36,540
320.61.630.6430	Machinery & Equipment Project #CP22-06	\$ 36,540	
320.00.381.3801	Transfer from General Fund		\$ 36,540
TOTAL (Columns must be equal)		\$ 36,540	\$ 36,540

Description:

North Bay Village Community
1666 Kennedy Causeway, Suite 300
North Bay Village, FL. 33141
Contact: Meagan Cook
Email: MCook@nbvillage.com
Tel: 786-447 -8145 / 305-756-7171

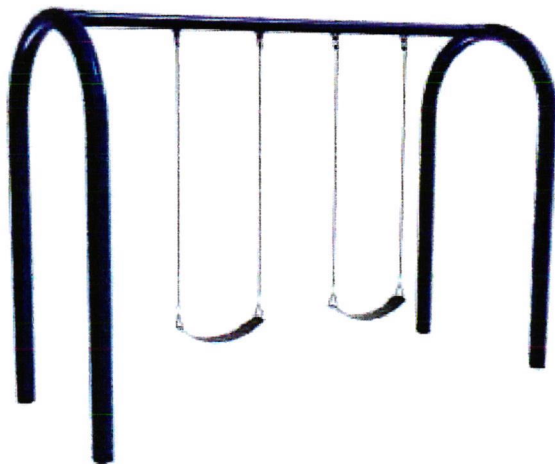
4/1 /2022

PROJECT: DR PAUL VOGEL COMMUNITY PARK

We submit this quotation as an offer to sell equipment/services to the buyer listed above. This is not an acknowledgement, and no goods will be produced until all requirements are met as stated herein to the satisfaction of the seller.

OPTION #1

One (1) Bay Arch Swing/ 5" Inch Posts
Includes Two Belts with Chains



PRICE: \$6,740.00
(Includes Freight, Delivery & Installation)
(DOES NOT INCLUDE PERMIT FEES & ENGINEER DRAWINGS)

DAVIE FLORIDA 33326 Phone (954) 588-1244
Email: alphaplaygroundsfl@gmail.com

SURFACE

AREA : 768 SQ FT

Material: Pour In Place Rubber

3.75" INCHES SAFETY RUBBER SYSTEM

- Install Crushed Aggregate Rocks
- Grade, Level & Compact Ground
- 3 ¼ inch of Base Buffing
- ½ "Inch Top Coat
- 50% Black & 50 % Color



PRICE: \$19,200.00

TOTAL: \$ 25,940.00

OPTION #1

****SALES TAX WILL BE ADDED IF APPLICABLE**

OPTION #2

One (2) Bay Arch Swing / 5" Inch Posts

Includes Two Belts with Chains & Two Toddler Seats with Chains



PRICE: \$11,200.00
(Includes Freight, Delivery & Installation)
(DOES NOT INCLUDE PERMIT FEES & ENGINEER DRAWINGS)

DAVIE FLORIDA 33326 Phone (954) 588-1244
Email: alphaplaygroundsfi@gmail.com

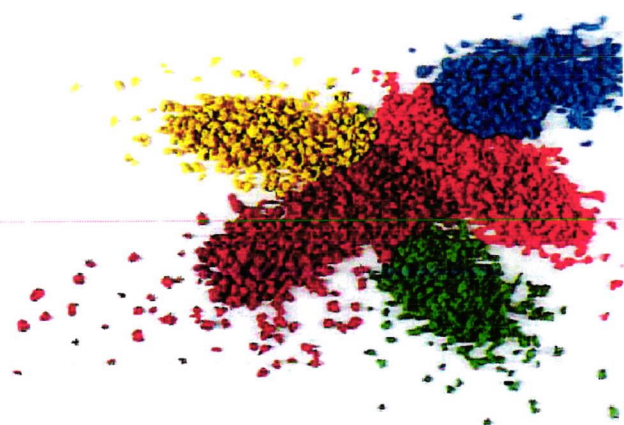
SURFACE

AREA :1152 SQ FT

Material: Pour In Place Rubber

3.75" INCHES SAFETY RUBBER SYSTEM

- Install Crushed Aggregate Rocks
- Grade, Level & Compact Ground
- 3 ¼ inch of Base Buffing
- ½ "Inch Top Coat
- 50% Black & 50 % Color



PRICE: \$25,340.00

TOTAL: \$36,540.00
OPTION #2

****SALES TAX WILL BE ADDED IF APPLICABLE**

WE ARE EXPERIENCING UNPRECEDENTED GLOBAL PRICE VOLATILITY & SHORTAGES AS WELL AS A SHIPPING CRISIS. PRICES ARE VALID FOR 30 DAYS AND ARE SUBJECT TO TOTAL PURCHASE PRICE
DELIVERY: 8-20 WEEKS COLORS: TO BE DETERMINED
PAYMENT TERMS: 50% DEPOSIT IS REQUIRED 50 % BALANCE IS DUE UPON COMPLETION.

MAKE CHECKS PAYABLE TO: ALPHA MANAGEMENT GROUP NO RETAINERS OR HOLDBACKS ARE ALLOWED.

IN ADDITION TO THE PRICES STATED HEREIN, BUYER AGREES TO PAY THE SELLER INTEREST ON ACCOUNTS PAST DUE AT A RATE OF 1.50% PER MONTH OR THE MAXIMUM ALLOWABLE INTEREST RATE APPLICABLE BY LAW, WHICHEVER IS LOWER AND ALL COLLECTION COSTS INCLUDING ATTORNEY FEES AND OTHER COSTS INVOLVED IN THE COLLECTION OF ANY ACCOUNT PAST DUE UNTIL ALL AMOUNTS DUE HEREUNDER ARE PAID IN FULL, CUSTOMER SHALL NOT PERMIT THE EQUIPMENT TO BE LEVIED UPON OR ATTACHED UNDER ANY LEGAL PROCESS; TRANSFER TITLE TO THE EQUIPMENT OR ANY OF CUSTOMER'S RIGHTS THEREIN OR REMOVE OR PERMIT THE REMOVAL OF THE EQUIPMENT TO ANY LOCATION NOT SPECIFIED IN THIS QUOTE. ALPHA MANAGEMENT GROUP RETAINS FULL TITLE TO ALL EQUIPMENT UNTIL FULL PAYMENT IS RECEIVED BY ALPHA MANAGEMENT GROUP. CUSTOMER ASSUMES ALL RISK OF LOSS OR DESTRUCTION OF OR DAMAGE TO THE EQUIPMENT BY REASON OF THEFT, FIRE, WATER OR ANY OTHER CAUSE, AND THE OCCURRENCE OF ANY SUCH CASUALTY SHALL NOT RELIEVE THE CUSTOMER FROM ITS OBLIGATIONS HEREUNDER AND UNDER ANY INVOICES UNTIL ALL AMOUNTS DUE HEREUNDER ARE PAID IN FULL, CUSTOMER SHALL INSURE THE EQUIPMENT AGAINST ALL SUCH LOSSES AND CASUALTIES.

SPECIFICATIONS: ALL EQUIPMENT IS PER MANUFACTURER'S CURRENT CATALOG SPECIFICATION WITH STANDARD COLORS. INSTALLATION DOES NOT INCLUDE ANY GROUND PREPARATION, LANDSCAPING, BORDERS, OR SURFACE MEDIA SUCH AS SAND, MULCH, ETC., UNLESS STATED. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES TO UNDERGROUND UTILITIES, IRRIGATION LINES, ETC., UNLESS THEY HAVE BEEN MARKED AND BROUGHT TO OUR ATTENTION. ALPHA MANAGEMENT GROUP IS NOT RESPONSIBLE FOR PERMITS OR THEIR ASSOCIATED COSTS UNLESS STATED. HOWEVER, WE WILL PROVIDE NECESSARY DOCUMENTATIONS FOR PERMITS AND WILL CHARGE TO THE CUSTOMER THE COSTS INVOLVED TO OBTAIN PERMITS SUCH AS ENGINEERING, COURIER, PERMIT FEES, ETC. ALPHA MANAGEMENT GROUP IS NOT RESPONSIBLE FOR THE TIME FRAME CITY TAKES TO PROCESS AND APPROVE DRAWINGS AND FINAL INSPECTIONS.

ALL DEPOSITS ARE NON-REFUNDABLE AND ALL ORDERS ARE FINAL. IF CUSTOMER CANCELS AN ORDER THERE WILL BE A 30% RESTOCKING FEE ON THE TOTAL PURCHASE PRICE OF THE CANCELLED ITEMS.

IF CUSTOMER CHOOSES THE LEASE OPTION, ALL REQUIRED SIGNED LEASE PAPERS ARE TO BE GIVEN TO ALPHA MANAGEMENT GROUP PRIOR TO INSTALLATION.

SHIPPING INFORMATION: SHIPPING SCHEDULE IS AN ESTIMATE ONLY. WE DO OUR BEST TO MAINTAIN TIMELY SCHEDULES. WE ARE NOT RESPONSIBLE FOR ANY COST OR DAMAGES RESULTING FROM SHIPPING DELAYS. THE SHIPPING SCHEDULE DOES NOT INCLUDE, NOR ARE WE RESPONSIBLE FOR, TIME IN TRANSIT. SHIPPING CHARGES DO NOT INCLUDE TRUCK UNLOADING.

TO ACCEPT THIS QUOTATION, PLEASE SIGN, DATE AND RETURN WITH ANY OTHER MATERIALS REQUIRED. ONCE SIGNED AND ACCEPTED BY SELLER, ANY CHANGES MUST BE SUBMITTED IN WRITING AND APPROVED BY THE SELLER. NO GOODS MAY BE RETURNED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER.

IT IS PURCHASER'S RESPONSIBILITY TO ENSURE THAT THE PLAY AREA IS RESILIENT, SAFE AND FREE OF ANY POTENTIAL HAZARDS. ALL PLAY ACTIVITY MUST BE ADULT SUPERVISED. PLAYGROUND EQUIPMENT COMES WITH A MANUFACTURER'S WARRANTY FOR THE PURCHASER. ALPHA MANAGEMENT GROUP ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INJURIES WHICH MAY ARISE FROM THE PURCHASER OR USE OF SAID EQUIPMENT. PURCHASER ACCEPTS THIS DISCLAIMER. WOODEN PLAYSETS WILL SHOW DISTORTION, AS WELL AS SEASONING CHECKS / CRACKS. THESE ARE NATURAL CHARACTERISTICS OF WOOD AND IN NO WAY SHOULD AFFECT THE STRUCTURAL INTEGRITY OF THE SWINGSSETS.

PURCHASER PROMISES TO PAY ALPHA MANAGEMENT GROUP IN FULL FOR ALL PLAYGROUND EQUIPMENT UPON RECEIPT OF PLAYGROUND EQUIPMENT. IF FINAL BALANCE DUE OR ANY OTHER UNPAID AMOUNT MUST BE COLLECTED FROM PURCHASERS. PURCHASER AGREES TO PAY IN ADDITION TO THE FINAL BALANCE DUE OR ANY OTHER UNPAID AMOUNT, ALL COST AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSOCIATED WITH COLLECTION. ANY FINAL BALANCE DUE OR ANY UNPAID AMOUNT NOT PAID UPON RECEIPT OF PLAYGROUND EQUIPMENT SHALL CARRY INTEREST RATE OF 15% PER ANNUM, UNTIL PAID.

ALL EQUIPMENT REMAINS THE PROPERTY OF ALPHA MANAGEMENT GROUP UNTIL THE CONTRACT PRICE IS PAID IN FULL. UPON FULL EXECUTION, THIS QUOTE SHALL BE BINDING UPON AND INUIRE TO THE BENEFIT OF THE PARTIES AND THEIR SUCCESSORS AND ASSIGNS.

BY SIGNING THIS QUOTATION, YOU AGREE TO THE ABOVE TERMS AND WILL PROCESS ACCORDINGLY.

SIGNATURE: _____ DATE: ___/___/___

PRINTED NAME: _____